ORDINANCE NO. 06-64

AN ORDINANCE APPROVING A REZONING OF 373.96± ACRES FROM A-1 (AGRICULTURAL DISTRICT) TO R-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) WITH A PLANNED MIXED USE (PMU) DISTRICT OVERLAY LOCATED ON THE NORTH AND SOUTH SIDES OF CHESHIRE ROAD, WEST OF GREGORY ROAD, AND EAST OF THE GLENROSS GOLF CLUB SUBDIVISION. (COMMUNITIES AT GLENROSS)

WHEREAS, the Planning Commission at its meeting of April 19, 2006 recommended approval of a Rezoning of 373.96± acres from A-1 (Agricultural District) to R-2 (Single-family Residential District) with a Planned Residential Development (PRD) District Overlay located on the north and south sides of Cheshire Road, west of Gregory Road, and east of the Glenross Golf Club Subdivision (PC 06-001), and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the Rezoning of 373.96± acres from A-1 (Agricultural District) to R-2 (Single-family Residential District) with a Planned Residential Development (PRD) District Overlay located on the north and south sides of Cheshire Road, west of Gregory Road, and east of the Glenross Golf Club Subdivision, be the same and is hereby confirmed, approved, and accepted, with the following conditions:

1. The text and plan attached to this Ordinance are hereby adopted as the official zoning for the 373.96± acres.

2. Within the Architectural Standards Section of the attached text relative to Sub Area II, the second sentence is to read "Not less than 50% of the front elevation (excluding doors, windows, shutters, gutters, and downspouts) shall consist of a natural material other than stucco."

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION: YEAS 5 NAYS 0
ABSTAIN 0

PASSED: May 22, 2006 YEAS 5 NAYS 0
ABSTAIN 0

ATTEST: Cindy Munro
CITY CLERK

Winsdell Wheeler
MAYOR

Planning *and* Community Development
CITY OF DELAWARE, OHIO

PLANNING COMMISSION / STAFF REPORT

CASE NUMBER: PC 06-001, PC 06-002, PC 06-003, PC 06-058
REQUEST: Multiple Requests (see below)
PROJECT: Communities at Glenross / Barrows - McNamara
MEETING DATE: April 19, 2006

APPLICANT/OWNERS

Jeffrey McNealey	Dominion Homes, Inc.
41 S. High Street	5000 Tuttle Crossing Blvd.
Columbus, OH 43215	Dublin, OH 43016-2009

REQUEST

PC 06-001: Approval of rezoning of 373.96± acres from A-1 (Agricultural District) to R-2 (Single-family Residential District) with a Planned Mixed Use (PMU) District Overlay.

PC 06-002: Approval of a Preliminary Subdivision Plat for 870 single-family and condominium residences on 373.96± acres.

PC 06-003: Approval of a Preliminary Development Plan for 870 single-family and condominium residences on 373.96± acres.

PC 06-058: Approval of a Conditional Use Permit for a Planned Mixed Use Overlay.

PROPERTY LOCATION & DESCRIPTION

The properties are located on the north and south sides of Cheshire Road, west of Gregory Road, and east of the Glenross Golf Club Subdivision. The zoning of the property will automatically become A-1 upon annexation to the City of Delaware. The surrounding zoning is a mix of R-2 (Single-family Residential District) with a Planned Residential Overlay (Glenross Golf Club Subdivision), PO/I (Planned Office/Institutional District) to the west and Berlin Township Farm Residential District to the south, east, and north.

UPDATE OF PROJECT DEVELOPMENT

At the January 18, 2006 Planning Commission meeting Staff raised a number of concerns with the proposed concept plan for this development. In an effort to address those concerns, Staff and the applicant had several very productive discussions. As a result of those discussions, the applicant provided a revised concept plan that was reviewed at the March 15, 2006 Planning Commission meeting. This revised concept plan satisfactorily addressed, in the opinion of both Staff and the Planning Commission, nearly every comment raised at the January meeting. There were however several outstanding items from that concept plan review related to the development text and architectural standards. With weekly meetings between the Staff and the applicant since the Planning Commission last reviewed this project, these items have also been satisfactorily addressed in the opinion of Staff. Copies of the previous Staff Reports are included in the packet.

BACKGROUND

Presently, the property is used as crop farmland. Except for a small ditch running east-west through the northern properties, the site is flat (a tabletop as it has no topography). There is an early 1900's farm house and associated barns on the property. These will be removed at the time of development.

With this development the applicant is proposing 870 new dwelling units. Of these dwelling units, 546 are single-family homes, 230 condominiums, and a maximum of 94 units in Sub-area IV indicated on the plan as "future development", which is the former school site that was set aside for the Olentangy School District. The applicant is still providing a school site on land just east of this development on Gregory Road.

STAFF ANALYSIS

- **LAND USE:** The area consists of higher density residential immediately to the north (Glenross Golf Club Townhomes), low density single-family residential and institutional use to the west (Glenross Golf Club Subdivision and future Grady Hospital), and low density single-family to the east in the Township. The Comprehensive Plan recommends Low Density Single-Family for all the properties included in this application. The proposed R-2 (Single-Family Residential) District with a Planned Mixed Use (PMU) Overlay is consistent with the Comprehensive Plan land use designation.

- **DENSITY/INTENSITY:** The Glenross Golf Club Subdivision to the north and west of this site is designated by the Comprehensive Plan as a mix of Low-Density Multi-Family (6-8 du/ac) and Low Density Single-Family (2-3.25 du/ac) land use. The properties on which this development is proposed are recommended for Low Density Single-Family (2-3.25 du/ac) land use. The applicant proposes an overall gross density of 2.32

dwelling units per acre, which is within the range recommended by the Comprehensive Plan and is consistent with the development of the surrounding areas.

- **ENGINEERING:** The applicant needs to obtain final engineering approvals at the final development plan and subdivision plat stages, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments, before the final development plan and final subdivision plat can be considered by City Council. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete engineering plan set is submitted for review with the final development plan and final subdivision plat.
- **ROADS AND TRAFFIC:** The plan proposes two main accesses off existing Cheshire Road serving both the northern and southern areas of development. Additionally, a third access is provided for the northern portion near the western property line. The central access is a major collector road identified on the 2004 Thoroughfare Plan and will eventually provide connectivity between Peachblow Road and Cheshire Road and then between Cheshire Road and Braumiller Road. Based on review of the traffic impact study (TIS) Staff has identified this intersection for a round-about. A round-about will eliminate the need for a signalized intersection and significantly improve safety for vehicular and pedestrian traffic.

  As agreed to by the applicant in the pre-annexation agreement, the applicant will cooperate with the City of Delaware and other owners and developers of real property in the vicinity of the property to file a petition for the creation of a new community authority and/or the levying of special assessments to provide funds for the creation of Glenn Road. Additionally and as a part of the same agreement, the applicant has agreed to pay a transportation fee. This fee, $1,000 per unit, will be due and payable at the time of issuance of building permits for units and used to fund, among other items stated in the pre-annexation agreement, traffic improvements in the area, which could include a grade separated crossing at Cheshire Road and the railroad tracks to the east. The applicant is providing right-of-way and a slope easement as part of this development.

  Since the last review several minor modifications have been made to the road network in response to comments from Staff. On the portion of the development south of Cheshire Road there were four cul-de-sacs shown adjacent to the railroad. Creating a loop street (street L on the large format plan) has eliminated the two central cul-de-sacs. To the north of Cheshire Road the road network, specifically street B running along the northeastern edge of the development, has been slightly reconfigured to meet minimum design standards. A result from this reconfiguration is the removal of another cul-de-sac (generally where street F is shown) and fewer intersections.
- **DESIGN AND DEVELOPMENT TEXT:** The applicant has provided additional home models for use in the subdivision. These additional models include the new Millennium Series offered by Dominion Homes. For those not familiar with this series, it is a very attractive new model line offering many of the design elements found on traditional homes (having a lean towards the Arts and Crafts architecture) with a variety of exterior materials, front porches, and upgraded window, door, and trim treatments.

  Additionally the applicant has stated verbally to Staff that it is likely that, given the size of this development, other builders might be participating in this development. This will further help provide a diverse selection of housing styles to the neighborhood. Also, with the revisions to the plan, the development has been further divided into additional pods of development. This allows for increased diversity in the development.

  The applicant has made substantial revisions to the development text as it relates to the architectural standards of the development. The northern section of the single-family development will feature 100% natural materials on all elevations while the southern single-family section consists of a minimum of 50% natural materials on the front elevation. This exceeds the code requirements of the R-2 District which require 35% of the front elevation to include natural materials and is much more consistent with the sister Glenross development to the west.

  The applicant has also included a slightly broader color spectrum and offered the ability to include additional colors if so desired in the future by another builder or potential resident. While Staff would like a more comprehensive list initially, the flexibility offered is acceptable and satisfactorily addresses the earlier comments.

  This development is subject to the provisions of Chapter 1171. This Chapter defines the architectural

standards for residential districts and is relatively demanding in terms of requiring architectural elements. For example, all windows must include a 4-inch window trim and all eaves and soffits must overhang a minimum of 8 inches. Just these requirements have a dramatic impact on the aesthetic appearance of a home.

Staff is pleased with the progress and changes made to the development text and is appreciative of the applicant's efforts to address the earlier concerns of Staff and the Planning Commission.

- **LANDSCAPING AND BUFFERING:** A conceptual landscaping plan has been provided for the development and is currently under review by Staff. Although a landscaping plan is not required until the final development plan, Staff appreciates the thoroughness of the submittal and the opportunity to provide feedback early in the approval process.

  The applicant has provided an additional lot depth of at least 50 feet in all cases, 100 feet in others, for all lots backing to a railroad. While not yet shown in detail with this plan, the applicant will be providing mounding and landscaping within the additional area. With the final development plan and final subdivision plat submittal, Staff recommends an easement be placed over this buffering and landscape area to dedicate and preserve the area in perpetuity for such purposes and ensure its maintenance through the homeowners association.

  Given the mix of residential types and other uses proposed within and approved adjacent to this development, there needs to be landscaping and buffering provided along the common perimeters. These areas include the northern perimeter adjacent to the approved townhomes in the sister Glenross development, the perimeter between sub-area I and sub-areas IIIA and IIIB, and the perimeter between sub-area IIIB and future Grady Hospital. Depending on when the property to the south developments and the type of development proposed, there may be a need to provide additional landscaping and buffering along the southern boundary of sub-areas IIIA and IIIB. Certainly these off-site developments will be required to provide additional mounding and buffering at the time of their development. These perimeters will need similar easements, as mention previously, put in place. These details can be worked out with the final development plan and final subdivision plat.

  As round-abouts become more prominent in this area and the remainder of the City of Delaware, there is an expectation they will be attractively landscaped and maintained. The applicant is proposing a landscape program for the round-about being constructed with this development. While Staff is supportive it is important such landscaping does not interfere with the proper function of the round-about. Staff has requested the consulting engineer preparing the Glenn Road plans for the City to recommend design parameters for landscape and public amenity provisions within the round-about. At this time the landscape treatment proposed appears acceptable. However, Staff will reserve final judgment until submittal of the final development plan and preparation of the design parameters.

- **TREE PRESERVATION/REPLACEMENT:** The tree replacement plan is not required until the final development plan submittal. Given the crop farming use of the property there are very few trees on the property. These perimeter trees must be preserved in a tree preservation easement, especially in those areas along the railroad and where single-family homes are adjacent to condominium development such as along the north property line west of the Norfolk & Western Railroad.

  A tree clearance permit must be obtained prior to removal of any major trees and approval of any building permits.

- **BIKE PATHS AND PEDESTRIAN ROUTES:** A bike path is proposed along the north side of Cheshire Road along the entire frontage of this project within a public access easement. This will connect to the existing path to the west. The applicant will also be providing a sidewalk along the south side of Cheshire Road. Given the possibility of a future overpass at the railroad crossing, lack of a connection the east, and considering the safety concerns of terminating pedestrian routes at a very active railroad intersection, it may be desirous to not extend pedestrian paths east of street B at this time and rather collect fees in-lieu of construction so that they may constructed at a later date, most likely concurrently with the grade separated crossing. Staff will continue discuss this matter and formulate a recommendation with the final development plan. Of course any direction the Planning Commission is willing to provide at this time would be beneficial.

  The preliminary development indicates a sidewalk along both sides of street G south of Cheshire Road. To provide connectivity to the paths in the parkland and Cheshire Road bike path from points to the south, Staff

recommends a bike path be provided on the west side of street G in-lieu of the sidewalk. Based on earlier conversations, the applicant is agreeable to this request. North of Cheshire Road this same path goes into the park space being provided.

- **PARKLAND AND OPEN SPACE:** The proposed development of the park and open spaces is very unique and provides an unparalleled asset to the neighborhood. In area D, a private pool for the residents of the neighborhood has been provided. This pool will be owned and maintained by the homeowners association. It is important to note this pool is small and will not directly compete with the more active, recreational pool offered by the City at Mingo Park. The applicant should be commended for the effort put forth in developing these spaces. Staff is unaware of any development in central Ohio offering park and open space design comparable that being proposed.

  The large central park located on both the north and south sides of Cheshire Road, areas E and D (aside from the small cut out of a private park for the neighborhood pool) will be made available for the use and enjoyment of the general public while possibly maintained privately (a fiscally desirable outcome). All other parks, reserves, and green space will remain private.

- **SCHOOL SITE:** Previously Staff raised major issues with the proposed Olentangy School site, which was located between two railroads and did not have safe access until development occurred to the north. Since then the applicant has proposed the school site on a nearby parcel of land on Gregory Road. Although this places the school outside of the City and the planning boundary, it is immediately adjacent. Despite pedestrian connectivity not being possible as part of this initial development, Staff believes this is a fair trade-off given the concerns presented by placing the school between the two railroads with no access.

  While this site is not located in the City, the applicant is proposing the possible future extension of City water and sewer service to the site. The engineer for the applicant stated such service is feasible and still cost effective for both the applicant and the school district. Staff is very much in support of the proposal from a Planning & Community Development viewpoint. Since the March Planning Commission meeting, Staff has internally verified this site is serviceable by City water and sanitary sewer at a reasonable construction cost.

  Staff has received confirmation from the Olentangy School District that the proposed site is acceptable (see attached memo). The only request by the District is that they receive the deed to the property as soon as possible. This is necessary for their purposes, as they cannot begin any planning on a school site until they are in control of the property. Staff believes such a request is reasonable considering the proposed school will service the residents of this development. As a result, Staff recommends the property as agreed to by the District and the applicant be transferred to the District prior to signature of the first final development plan for this development.

- **COMMUNITY IMPACT ASSESSMENT:** The applicant has recently provided a revised community impact assessment (CIA). Although Staff has not had an opportunity to complete a detailed reviewed of the CIA, a preliminary review did not indicate any major items of concern. Staff requests that the applicant work with Staff to address any items that may come up as a part of this detailed review.

- **CONDITIONAL USE PERMIT:** The Planned Mixed Use Overlay District requires a conditional use permit to be approved with approval of the rezoning. With a conditional use permit there are general review criteria that must be met in order for the conditional use permit to be approved. Staff has reviewed this proposal for compliance with the general review criteria and has found all criteria to be met. These criteria are as follows:

  1. Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area.
  2. Will not be detrimental to property values in the immediate vicinity.
  3. Will not restrict or adversely affect the existing use of the adjacent property owners.
  4. Will be designed and constructed so that all access drives, access points to public streets, driveways, parking and service areas shall be in compliance with the regulations set forth in Chapter 1161.
  5. Will be properly landscaped in accordance with Chapter 1166.
  6. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.

7. That the establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
9. That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety.
10. That the establishment of the conditional use will not be detrimental to the economic welfare of the community by creating excessive additional requirements or public cost for public facilities such as police, fire and schools.
11. That there is minimal potential for future hardship on the conditional uses that could result from the proposed use being surrounded by uses permitted by right that may be incompatible.

- **MISCELLANEOUS:** In the Graphics & Signage section of the development text the applicant indicates temporary marketing signs will be permitted on both the north and south sides of Cheshire Road. Such signs are permitted to be 64 square feet in area, have a height (of the sign) not exceeding 8 feet with a mounting height not to exceed 12 feet, and be permitted until the development is complete. Generally, Staff is supportive of the request but recommends the marketing signs not exceed 48 square feet in height, have a height (of the sign) not exceeding 6 feet with a mounting height of 8 feet, and be removed when the development is 90% complete (87 units remaining). This is a more appropriate standard considering it could take many years until every unit is developed and is still consistent with code and what the applicant desires.

STAFF RECOMMENDATION – CONDITIONAL USE PERMIT (PC 06-058)
Staff recommends approval of the conditional use permit for a Planned Mixed Use Overlay District for the properties consisting of 373.96± acres located on the north and south sides of Cheshire Road, east of the Glenross Golf Club Subdivision, as presented.

CONCLUSIONS
- All requirements for a conditional use permit have been met.

STAFF RECOMMENDATION – REZONING (PC 06-001)
Staff recommends approval of the rezoning from A-1 (Agricultural District) to R-2 (Single-family Residential District) with a Planned Mixed Use (PMU) District Overlay for the properties consisting of 373.96± acres located on the north and south sides of Cheshire Road, east of the Glenross Golf Club Subdivision, with the following conditions that:

	CONDITIONS	COMPLIANCE
1.	The development text related to temporary marketing signs will be revised to state marketing signs shall not exceed 48 square feet in height, shall not have a height (of the sign) exceeding 6 feet with a mounting height of 8 feet, and shall be removed when the development is 95% complete (44 units remaining).	Final Development Plan
2.	The applicant work with Staff to address any items that may come up as a part of a detailed review of the community impact assessment.	Final Development Plan

CONCLUSIONS
- The proposed zoning district is consistent with the Comprehensive Plan land use recommendation.

STAFF RECOMMENDATION – PRELIMINARY DEVELOPMENT PLAN (PC 06-003)
Staff recommends approval of the preliminary development plan for 870 dwelling units on the properties consisting of 373.96± acres located on the north and south sides of Cheshire Road, east of the Glenross Golf Club Subdivision, with the following conditions that:

	CONDITIONS	COMPLIANCE
1.	The applicant needs to obtain final engineering approvals at the final development plan and subdivision plat stages, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments, before the final development plan and final subdivision plat can be considered by City Council. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete engineering plan set is submitted for review with the final development plan and final subdivision plat.	Final Development Plan
2.	Mounding and landscaping be provided on lots sharing a property line with the railroad right-of-way and an easement be placed over such mounding and landscaping to protect it perpetuity.	Final Development Plan
3.	Mounding and landscaping be provided on lots sharing a property line with a proposed or approved condominium development and future Grady Hospital and an easement be placed over such mounding and landscaping to protect it perpetuity. Additional consideration may need to be given to landscaping and buffering along the southern perimeter of the development at the time of final development plan.	Final Development Plan
4.	The landscape program proposed with the round-about of Cheshire Road is generally acceptable and will be reviewed with the final development plan incorporating the round-about.	Final Development Plan
5.	Every effort will be made to preserve existing trees along the perimeter of the development and a tree preservation easement placed over those areas where trees are preserved to protect such trees in perpetuity.	Final Development Plan
6.	Given the possibility of a future overpass at the railroad crossing, lack of a connection the east, and considering the safety concerns of terminating pedestrian routes at a very active railroad intersection, it may be desirous to not extend pedestrian paths east of street B at this time and rather collect fees in-lieu of construction so that they may constructed at a later date. This determination will be made with the final development plan incorporating said pedestrian connections.	Planning Commission Discussion/Final Development Plan
7.	In-lieu-of the proposed sidewalk shown on west side of street G south Cheshire Road, a bike path will be provided connecting from Cheshire Road to the southern edge of the development.	Agreed to by the Applicant/Final Development Plan
8.	The Olentangy School District site proposed on a portion of the property on Gregory Road, as agreed to by the applicant and the District, will be transferred to the District prior to the signing of the first final development plan.	Final Development Plan

CONCLUSIONS

- The preliminary development plan is consistent the Comprehensive Plan.
- The preliminary development plan is consistent with the zoning code and development text proposed for the properties.
- The preliminary development plan is consistent with existing and approved character of the surrounding neighborhoods.

STAFF RECOMMENDATION – PRELIMINARY SUBDIVISION PLAT (PC 06-002)

Staff recommends approval of the preliminary subdivision plat for 870 dwelling units on the properties consisting of 373.96± acres located on the north and south sides of Cheshire Road, east of the Glenross Golf Club Subdivision, with the following conditions that:

	CONDITIONS	COMPLIANCE
1.	The applicant needs to obtain final engineering approvals at the final development plan and subdivision plat stages, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments, before the final development plan and final subdivision plat can be considered by City Council. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering	Final Subdivision Plat

	Department once a complete engineering plan set is submitted for review with the final development plan and final subdivision plat.	
2.	Mounding and landscaping be provided on lots sharing a property line with the railroad right-of-way and an easement be placed over such mounding and landscaping to protect it perpetuity.	Final Subdivision Plat
3.	Mounding and landscaping be provided on lots sharing a property line with a proposed or approved condominium development and future Grady Hospital and an easement be placed over such mounding and landscaping to protect it perpetuity. Additional consideration may need to be given to landscaping and buffering along the southern perimeter of the development at the time of final subdivision plat.	Final Subdivision Plat
4.	Every effort will be made to preserve existing trees along the perimeter of the development and a tree preservation easement placed over those areas where trees are preserved to protect such trees in perpetuity.	Final Subdivision Plat
5.	Given the possibility of a future overpass at the railroad crossing, lack of a connection the east, and considering the safety concerns of terminating pedestrian routes at a very active railroad intersection, it may be desirous to not extend pedestrian paths east of street B at this time and rather collect fees in-lieu of construction so that they may constructed at a later date. This determination will be made with the final development plan incorporating said pedestrian connections.	Planning Commission Discussion/Final Subdivision Plat
6.	In-lieu-of the proposed sidewalk shown on west side of street G south Cheshire Road, a bike path will be provided connecting from Cheshire Road to the southern edge of the development.	Agreed to by the Applicant/Final Subdivision Plat

CONCLUSIONS

- The preliminary subdivision plat is consistent with the subdivision regulations.
- The preliminary subdivision plat is consistent with the zoning code and development text proposed for the properties.

DEVELOPER CONTRIBUTIONS

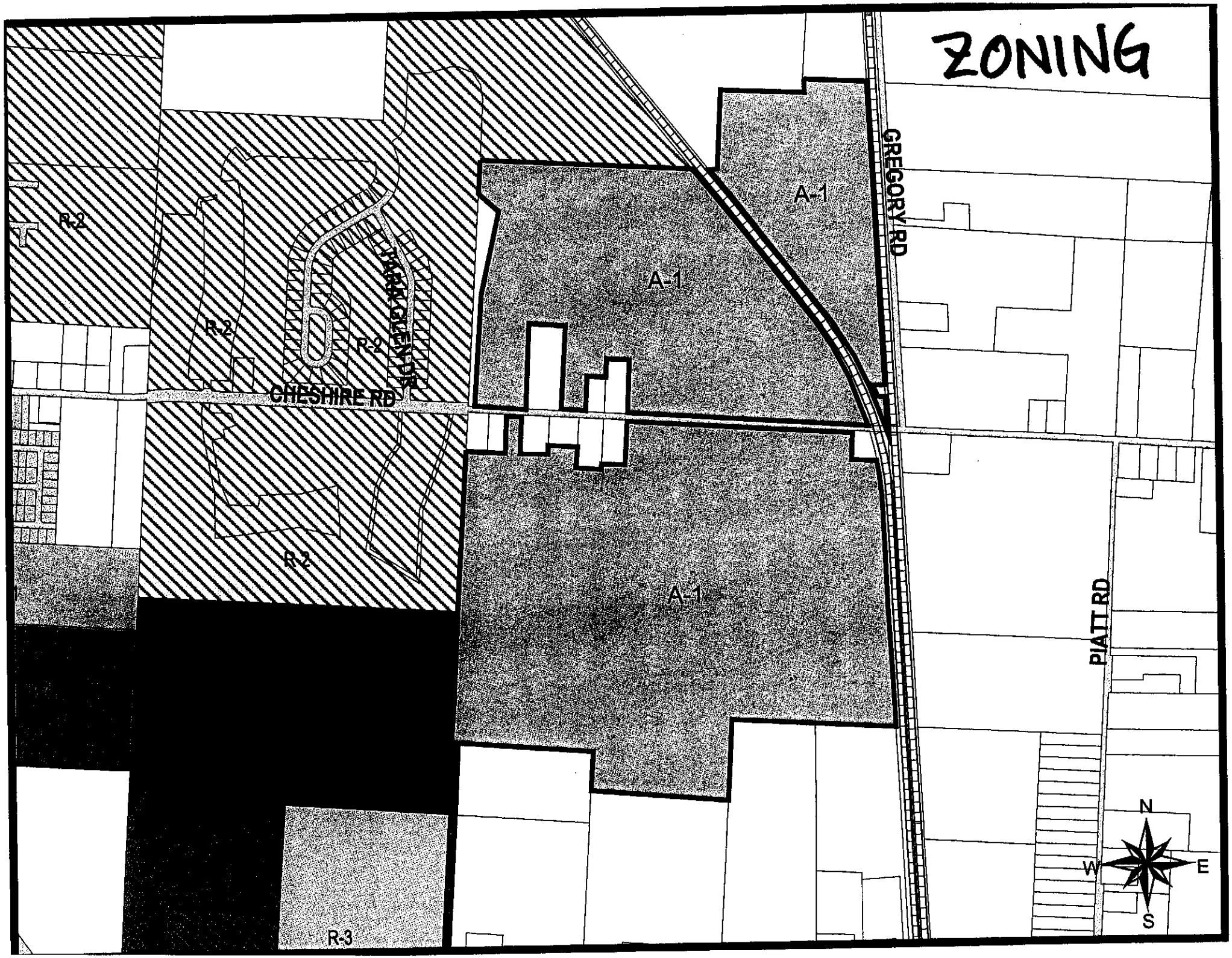
- Provision of developed parkland accessible to the public and privately maintained.
- Provision of right-of-way for a planned future railroad overpass at Cheshire Road and the railroads.
- Construction of an unloaded major collector road (street G) south of Cheshire Road.
- Participation in the New Community Authority financing the design and construction of Glenn Road.
- Contribution of a per unit transportation fee to be used for, among other items, the construction of transportation improvements in the area.

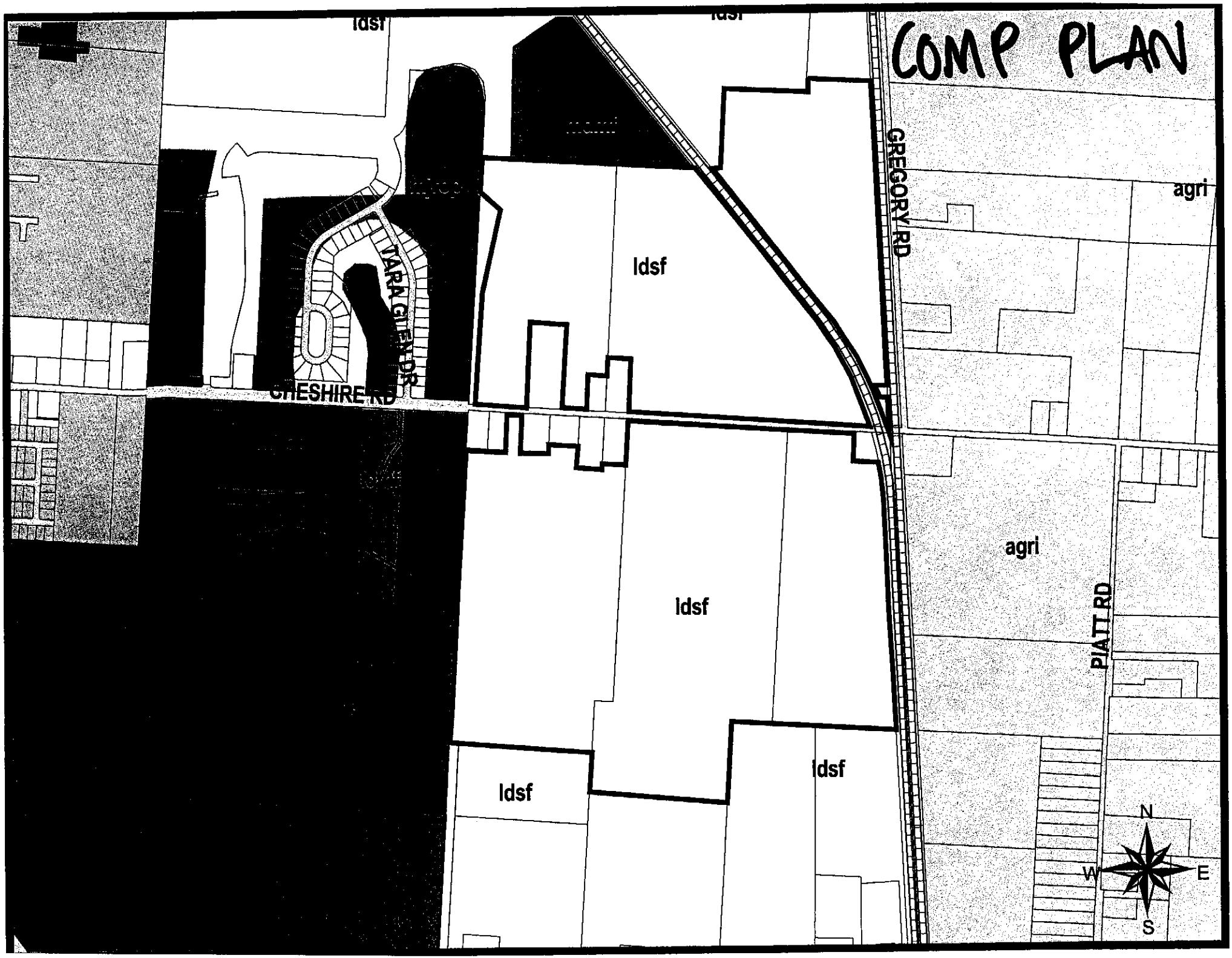
COMMISSION NOTES:

MOTION: _____ *1st* _____ *2nd* *approved* *denied* *tabled*_____

CONDITIONS/MISCELLANEOUS:

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W
PLATT RD
GREGORY RD
TARA GLEN DR
CHESHIRE RD


ZONING
A-1
A-1
A-1
R-2
R-2
R-2
R-2
R-3
GREGORY RD
PIATT RD
CHESHIRE RD
HARVEST VIEW DR
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COMP PLAN
ldsf
ldsf
agri
GREGORY RD
TARA GLEN DR
CHESHIRE RD
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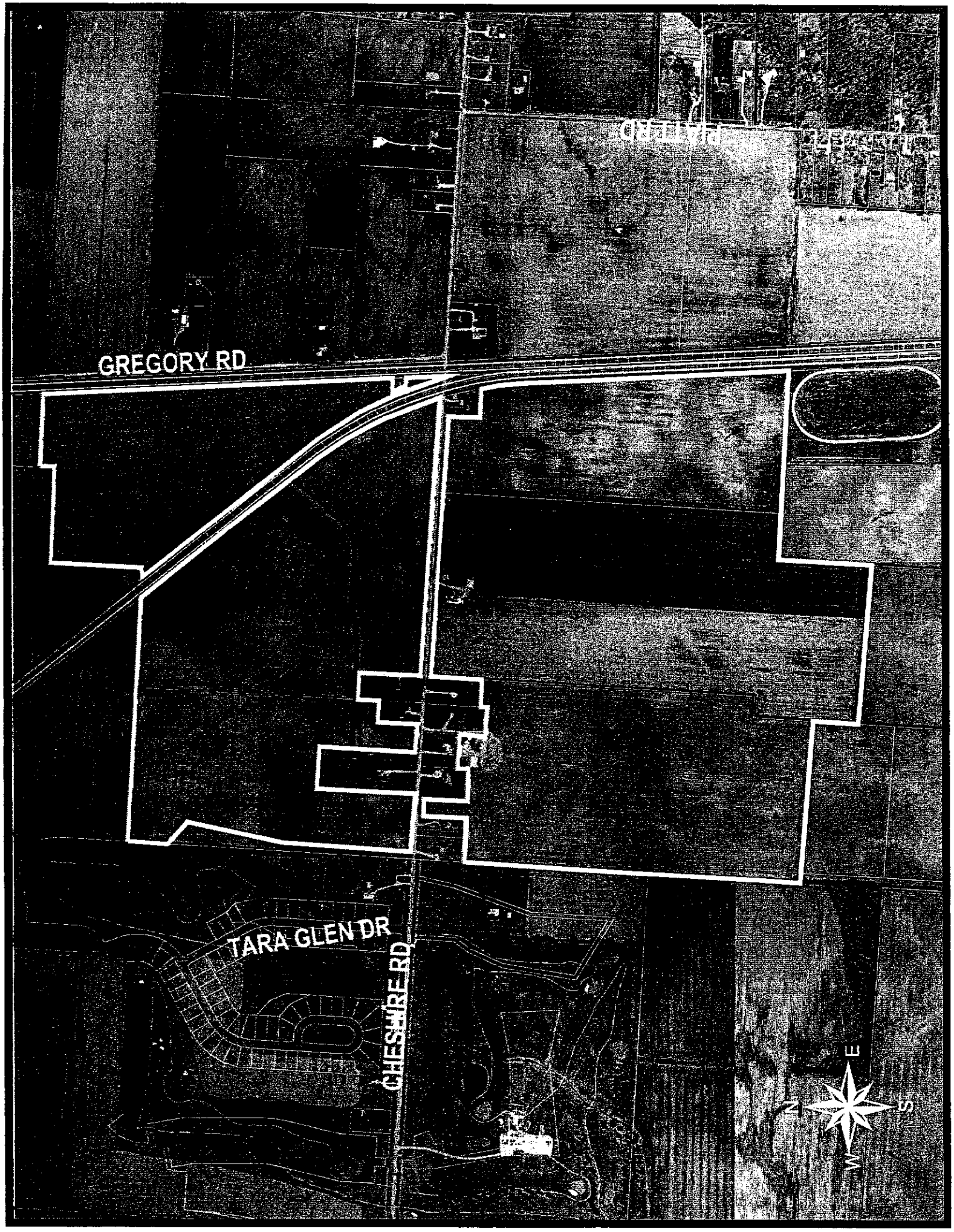

GREGORY RD
TARA GLEN DR
CHESHIRE RD
E
S
W

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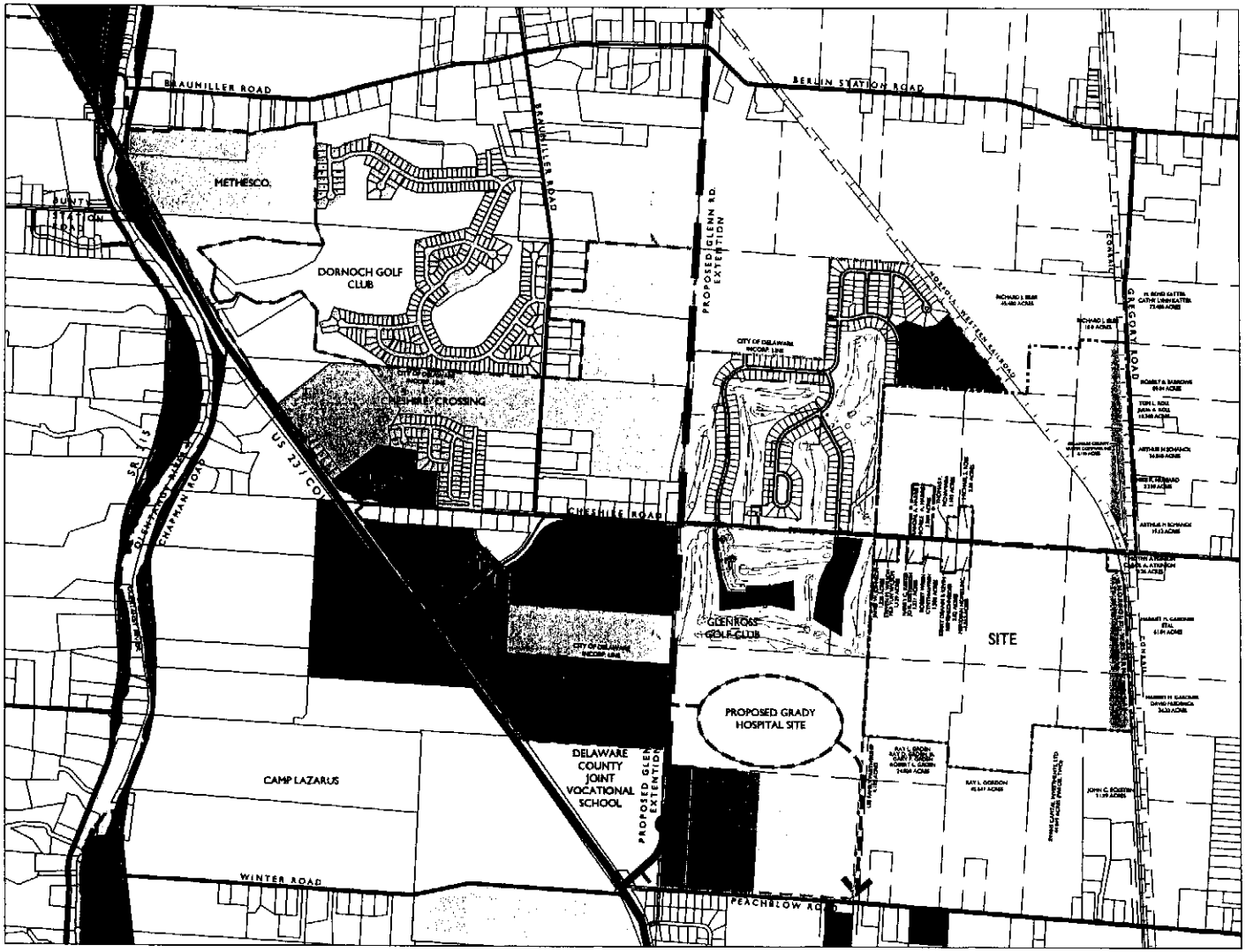
SECTION C - OTHER DOCUMENTS AND EXHIBITS

Exhibit C-1) Legal Description & Boundary Survey
Exhibit C-2) Community Impact Assessment (Separate Document)
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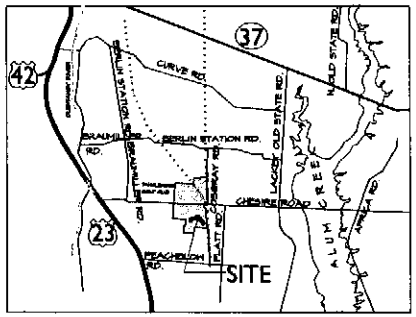
Prepared by: POD Design LLC
330 West Spring St.,
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Columbus, OH 43215

SECTION A





LOCATION MAP



KEY- CITY OF DELAWARE / DELAWARE COUNTY COMPREHENSIVE PLAN

- R-1 / R-2 - LOW DENSITY SINGLE FAM. RESIDENTIAL
- R-3 - MODERATE DENSITY SINGLE FAM. RESIDENTIAL
- R 6 - MODERATE DENSITY MULTI- FAM. RESIDENTIAL
- MU - MIXED USE DEVELOPMENT
- COM - COMMERCIAL DEVELOPMENT
- INST. - INSTITUTIONAL
- A-1 - AGRICULTURE / RURAL RESIDENTIAL
- IND. - INDUSTRIAL / LIGHT MANUFACTURING
- OP - OFFICE PARK
- OS - OPEN SPACE
- FP - FLOODPLAIN
- PROPOSED ROADWAY
- INCORPORATION LINE CITY OF DELAWARE
- PROJECT SITE BOUNDARY

REGIONAL CONTEXT

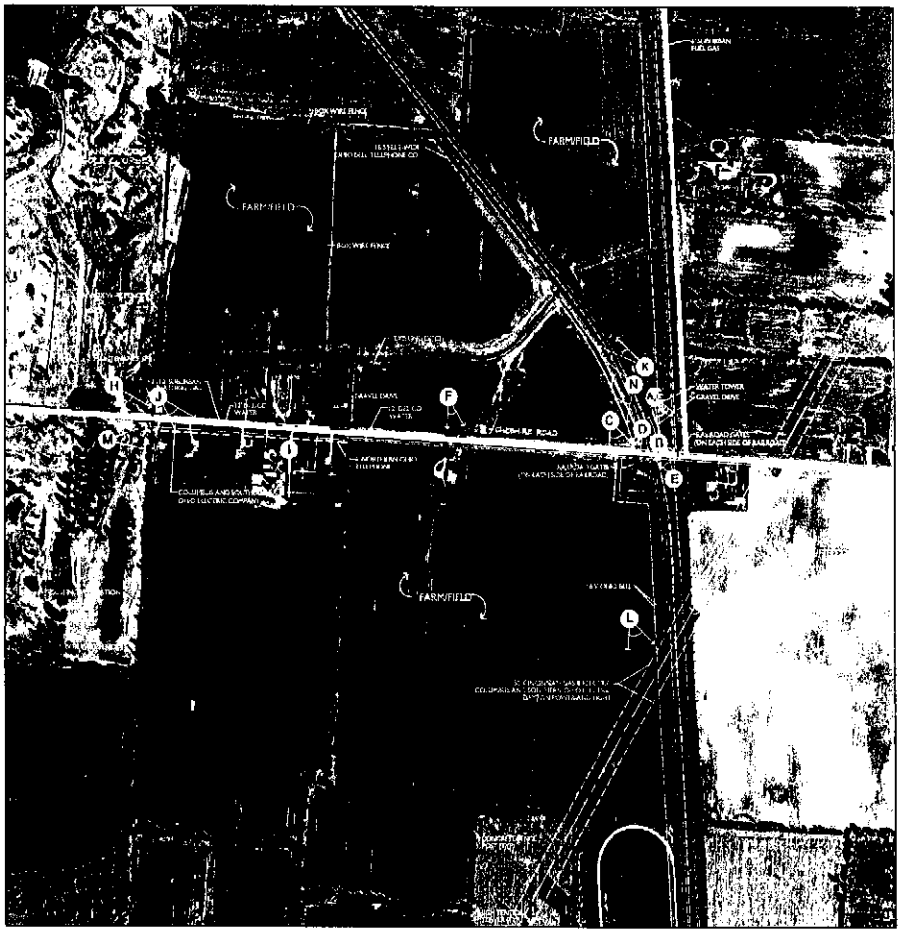
DOMINION Homes

The Communities at Glenross

MAY 3, 2006

SCALE 1" = 3000'

NORTH



BASE INFORMATION PROVIDED BY:
ZANDE & ASSOCIATES; DELAWARE COUNTY GIS
http://www.co.delaware.oh.us/


View 'A'- WATER TOWER ON THE EASTERN END OF SITE-NORTH OF CHESBE ROAD

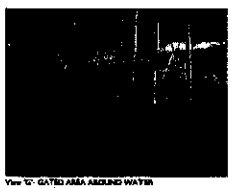

View 'B'- GATED RAILROAD CROSSING ALONG CONAIR RAILROAD-LOOKING EAST


View 'C'- EXISTING HOUSE ON THE EASTERN END OF THE SITE SOUTH OF CHESBE ROAD

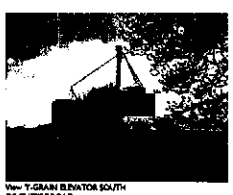

View 'D'- GATED RAILROAD CROSSING ALONG NORFOLK SOUTHERN RAILROAD-LOOKING WEST


View 'E'- GRAVEL DRIVE ON THE EASTERN END OF THE SITE-NORTH OF CHESBE ROAD


View 'F'- EXISTING HOUSE LOCATED SOUTH OF CHESBE ROAD

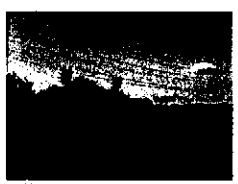

View 'G'- GATED AREA AROUND WATER TOWER-EAST END OF SITE


View 'H'- EXISTING HOUSE ON WESTERN PORTION OF SITE-SOUTH OF CHESBE ROAD-NEXT TO OUTPARCEL

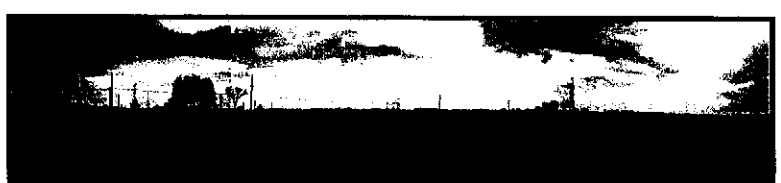

View 'I'-GRAIN ELEVATOR SOUTH OF CHESBE ROAD


View 'J'- EXISTING HOUSE ON WESTERN PORTION OF SITE SOUTH OF CHESBE ROAD-NEXT TO OUTPARCEL


View 'K'- NORTHERN PORTION OF THE SITE

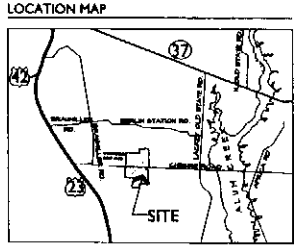

View 'L'- LOOKING SOUTH ALONG CONRAIL RAILROAD


View 'M'- LOOKING WEST ALONG CHESBE ROAD


View 'N'- PANORAMIC VIEW--SOUTHEASTERN PORTION OF THE SITE

NOTE: SITE HAS NO SLOPES OVER 2% EXCEPT AT RAILROADS AND DESIGNATED FARM DITCH AREA

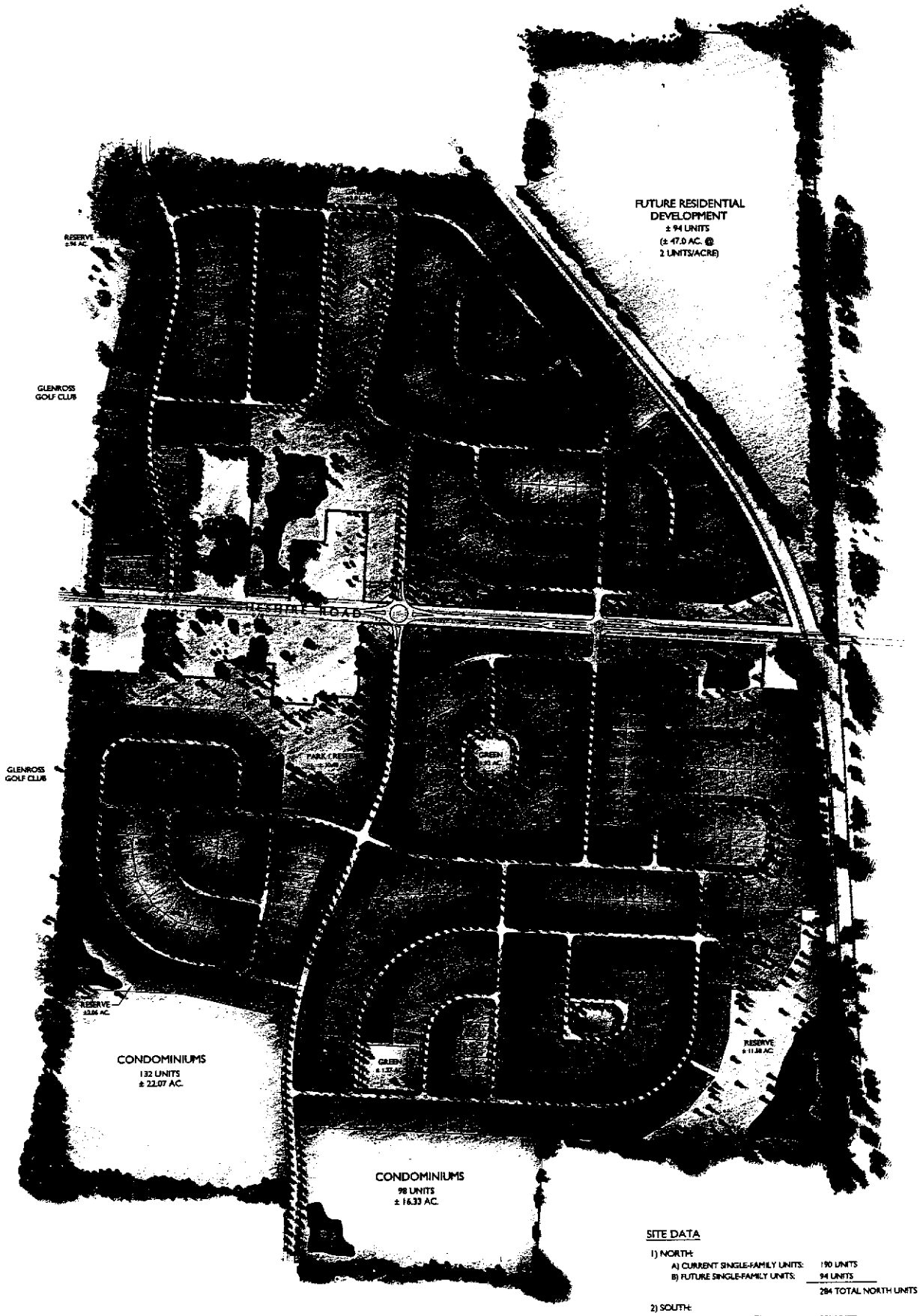
LOCATION MAP



EXISTING CONDITIONS

The Communities at Glenross

MAY 3, 2006
NOT TO SCALE



SITE DATA

1) NORTH:	
A) CURRENT SINGLE-FAMILY UNITS:	190 UNITS
B) FUTURE SINGLE-FAMILY UNITS:	94 UNITS
	284 TOTAL NORTH UNITS
2) SOUTH:	
A) SINGLE-FAMILY UNITS:	356 UNITS
B) CONDOMINIUM UNITS:	230 UNITS
	586 TOTAL SOUTH UNITS
	870 TOTAL UNITS

DISCLAIMER:
FOR ILLUSTRATIVE PURPOSES ONLY. SEE FINAL PLAT FOR LOT CONFIGURATION AND UNIT COUNT.

PAGE 1

ILLUSTRATIVE PLAN

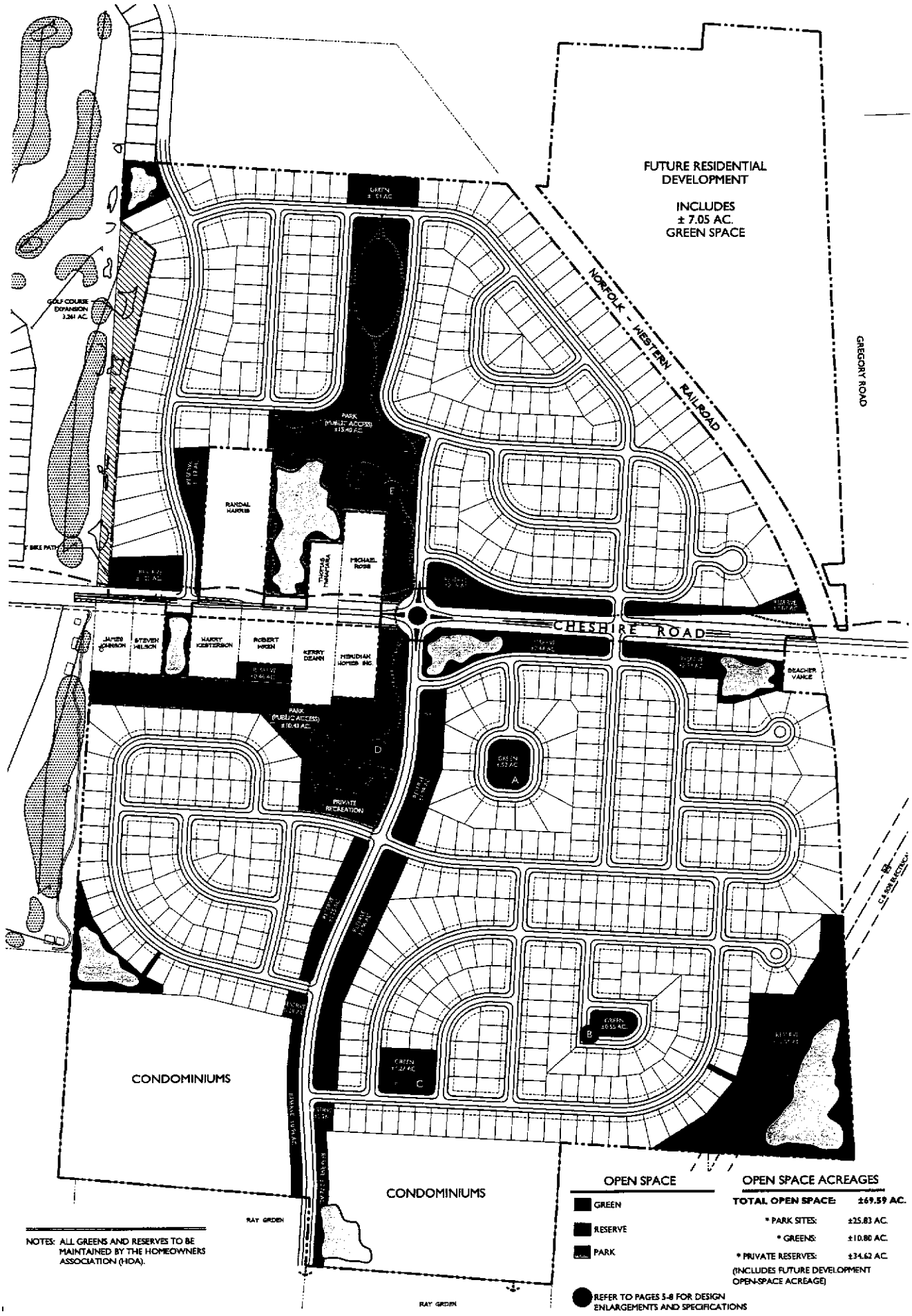
DOMINION

MAY 3, 2006

N.T.S.

NORTH

The Communities at Glenross



NOTES: ALL GREENS AND RESERVES TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).

OPEN SPACE

- GREEN
- RESERVE
- PARK

OPEN SPACE ACREAGES

TOTAL OPEN SPACE:	**±69.59 AC.**
* PARK SITES:	±25.83 AC.
* GREENS:	±10.80 AC.
* PRIVATE RESERVES:	±34.62 AC.

(INCLUDES FUTURE DEVELOPMENT OPEN-SPACE ACREAGE)

REFER TO PAGES 5-8 FOR DESIGN ENLARGEMENTS AND SPECIFICATIONS

DOMINION

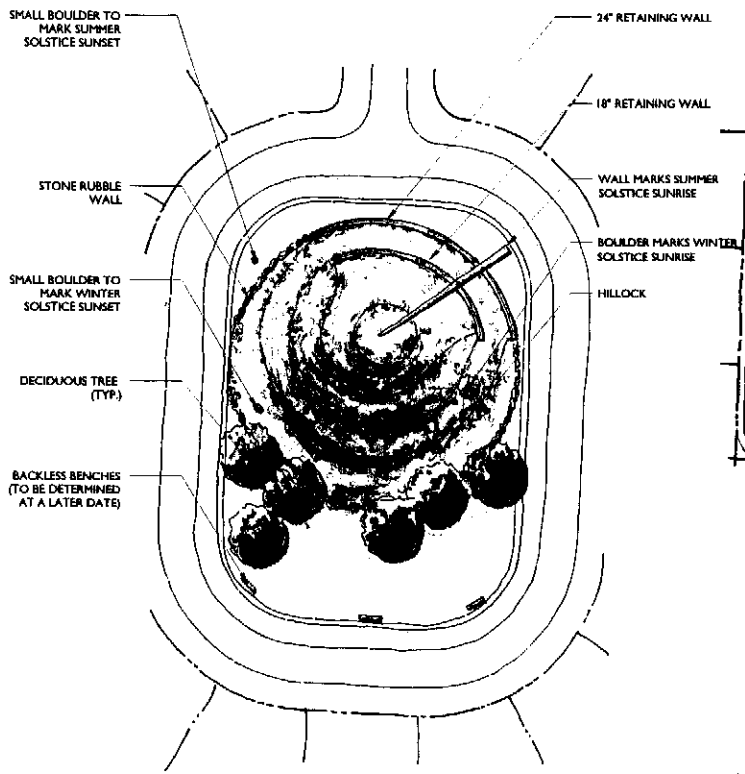
OPEN SPACE PLAN

The Communities at Glenross

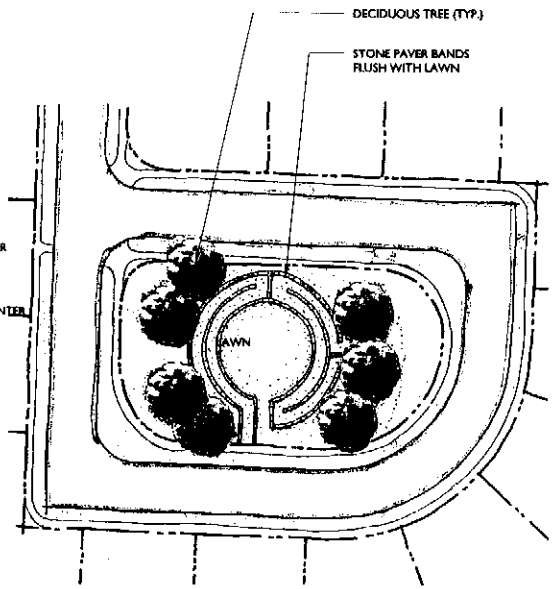
MAY 3, 2006

SCALE 1" = 400'

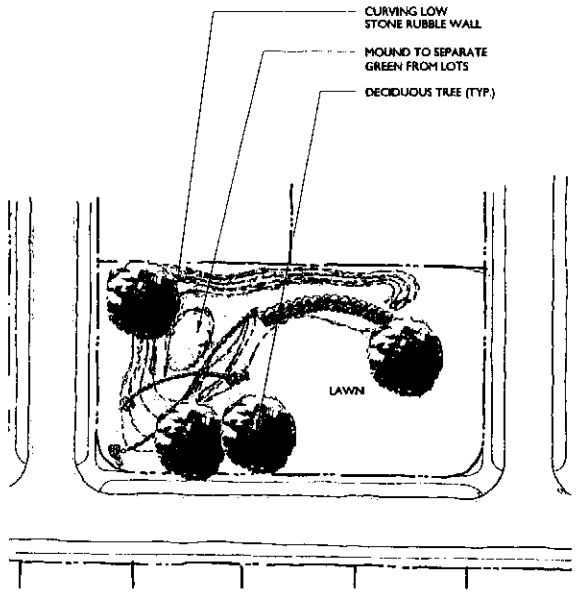
NORTH



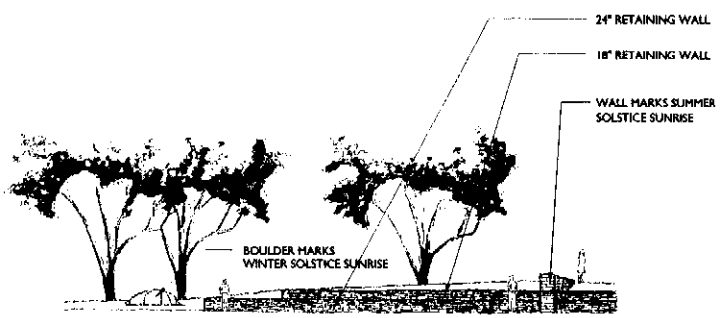
A SOLSTICE GREEN



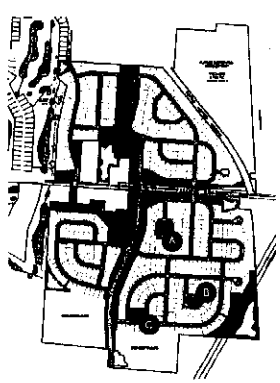
B LABYRINTH GREEN



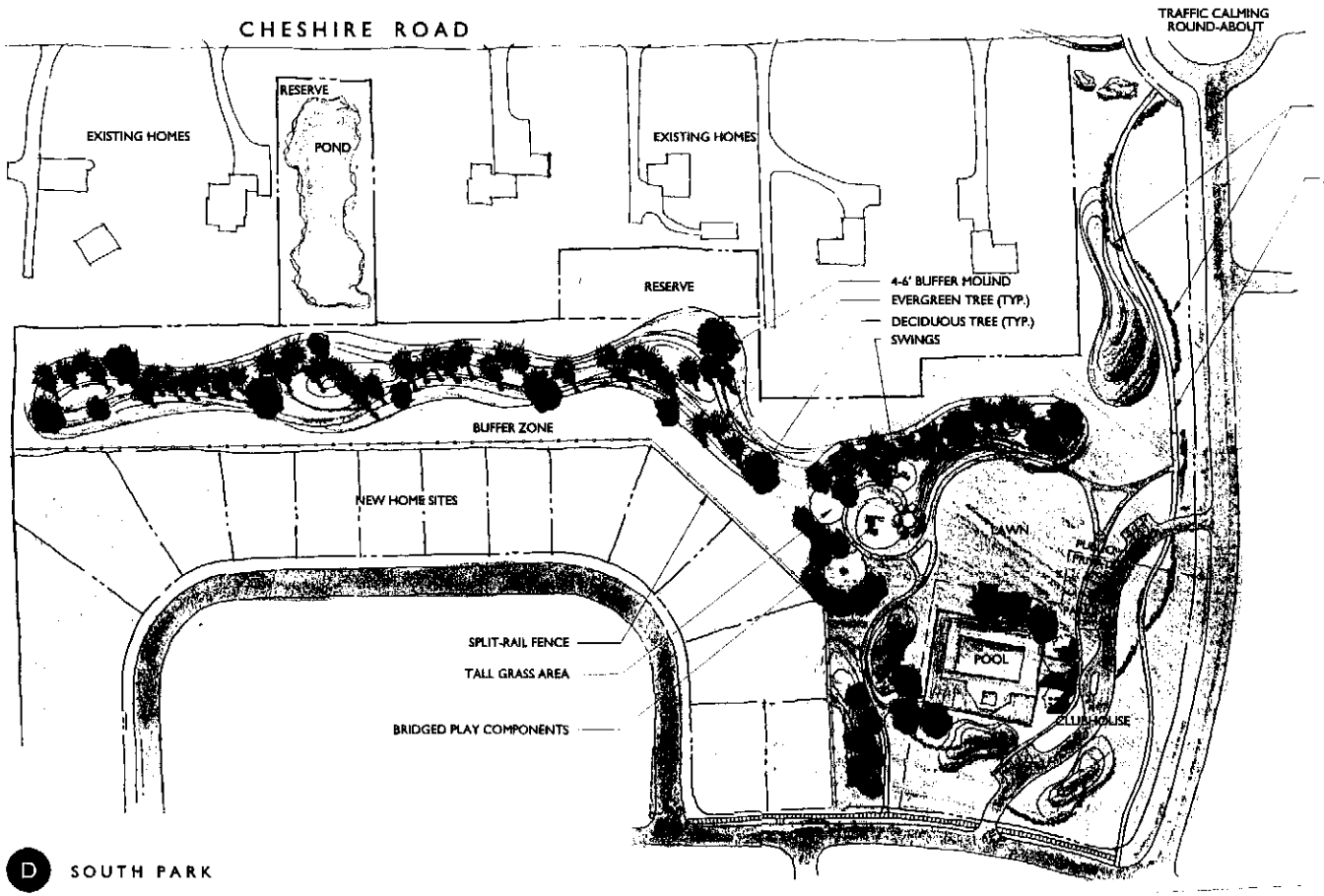
C SOUTH MOUNDED GREEN



SOLSTICE GREEN ELEVATION



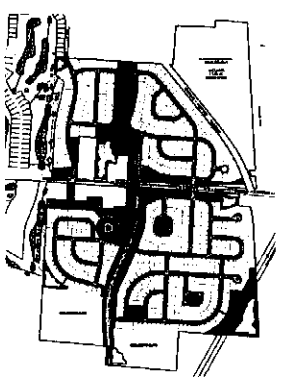
PARK/GREEN KEY PLAN



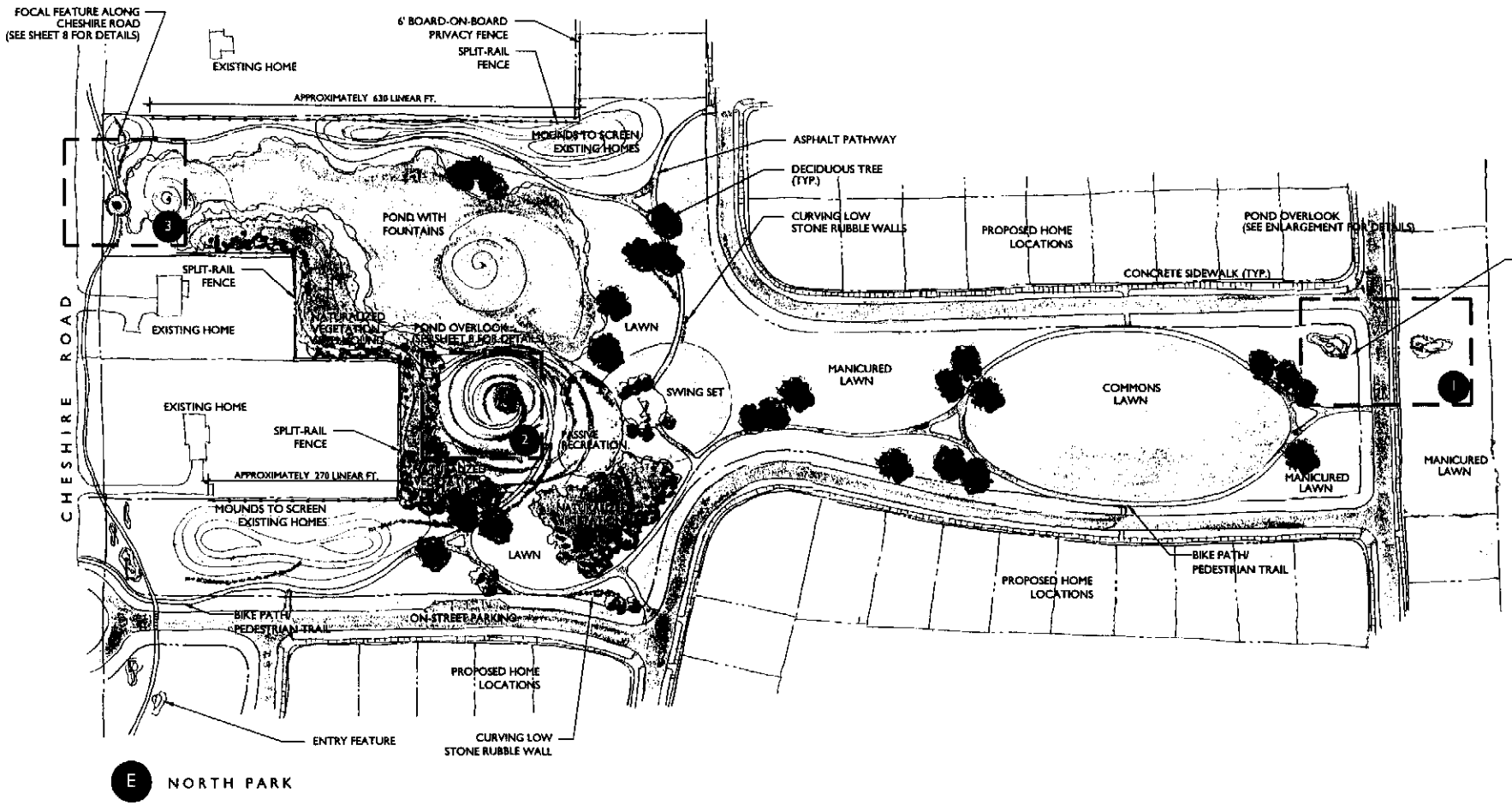
D SOUTH PARK



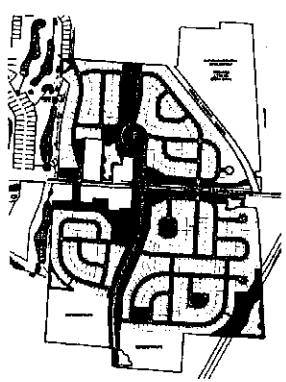
BENCH (TYP.)
(TO BE LOCATED IN NORTH AND SOUTH PARKS)



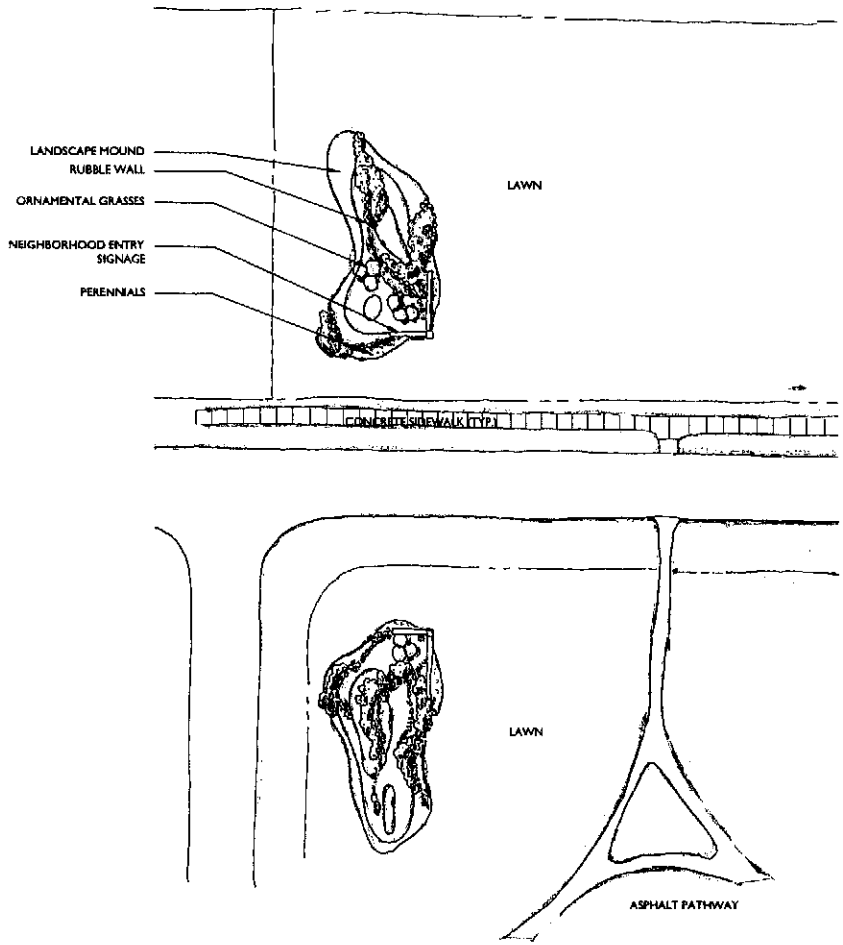
PARK/GREEN KEY PLAN



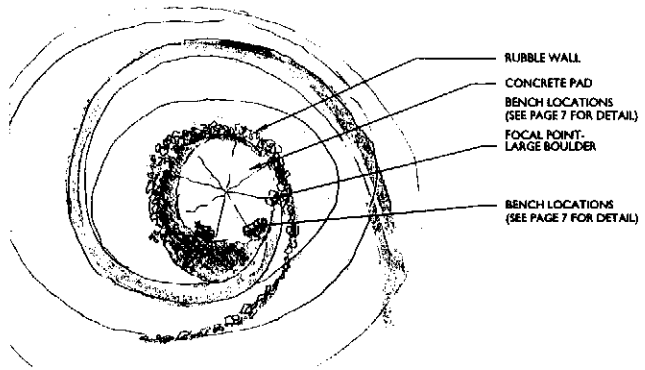
E NORTH PARK



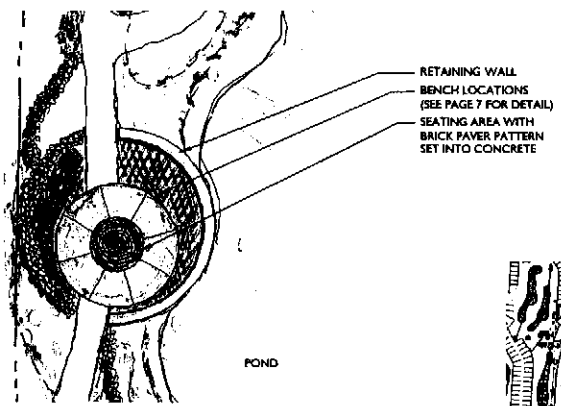
PARK/GREEN KEY PLAN



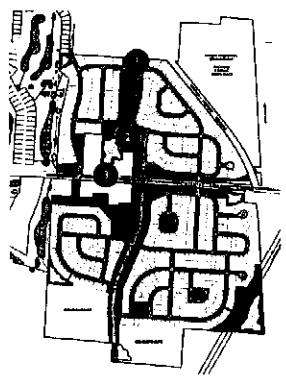
1 SECONDARY ENTRY
N.T.S.



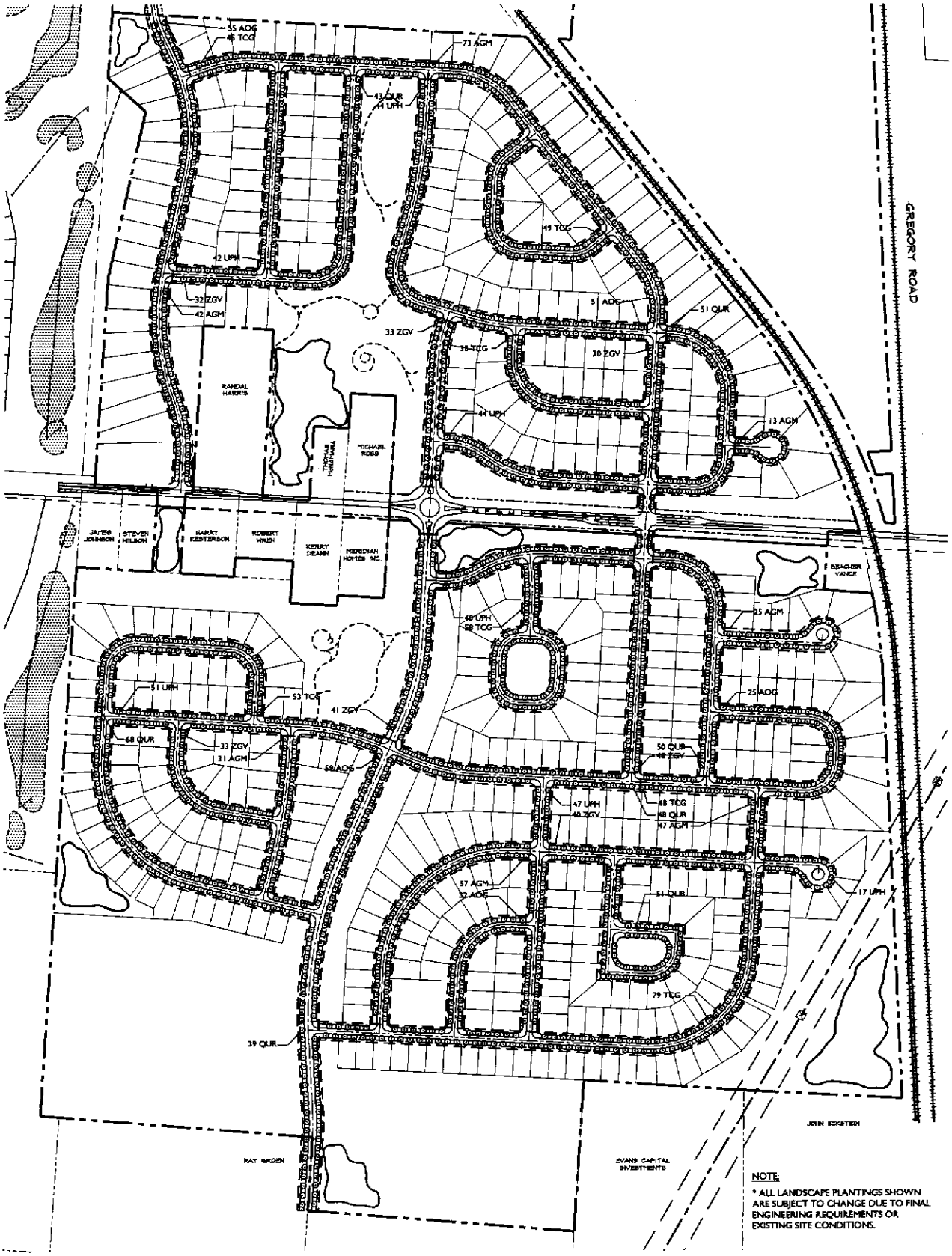
2 POND OVERLOOK
N.T.S.



3 FOCAL FEATURE
N.T.S.



PARK/GREEN KEY PLAN



NOTE:

* ALL LANDSCAPE PLANTINGS SHOWN ARE SUBJECT TO CHANGE DUE TO FINAL ENGINEERING REQUIREMENTS OR EXISTING SITE CONDITIONS.

PLANT LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
		DECIDUOUS TREES			
AOG	222	Acer rubrum 'October Glory'	October Glory Red Maple	2-2.5"cal.	B & B
AGM	288	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2-2.5"cal.	B & B
QUR	350	Quercus rubra	Red Oak	2-2.5"cal.	B & B
TCG	370	Tilia cordata 'Greenspire'	Greenspire Linden	2-2.5"cal.	B & B
UPH	285	Ulmus x pumila x hollandica x carpinifolia x 'Homestead'	Homestead Elm	2-2.5"cal.	B & B
ZGV	257	Zelkova 'Green Vase'	Green Vase Zelkova	2-2.5"cal.	B & B

* PER CITY OF DELAWARE ZONING CODE; SECTION 1166.06 STREET TREE PLANTING REQUIREMENTS.

-ONE STREET TREE SHALL BE PROVIDED FOR EVERY FORTY (40) LINEAR FEET OF FRONTAGE, OR FRACTION THEREOF, ALONG EACH ROAD.

-TREES ARE TO BE PLANTED WITHIN THE RIGHT-OF WAY OF OR ROADS WITHIN AND ABUTTING THE DEVELOPMENT AS DIRECTED BY THE SHADE TREE COMMISION.

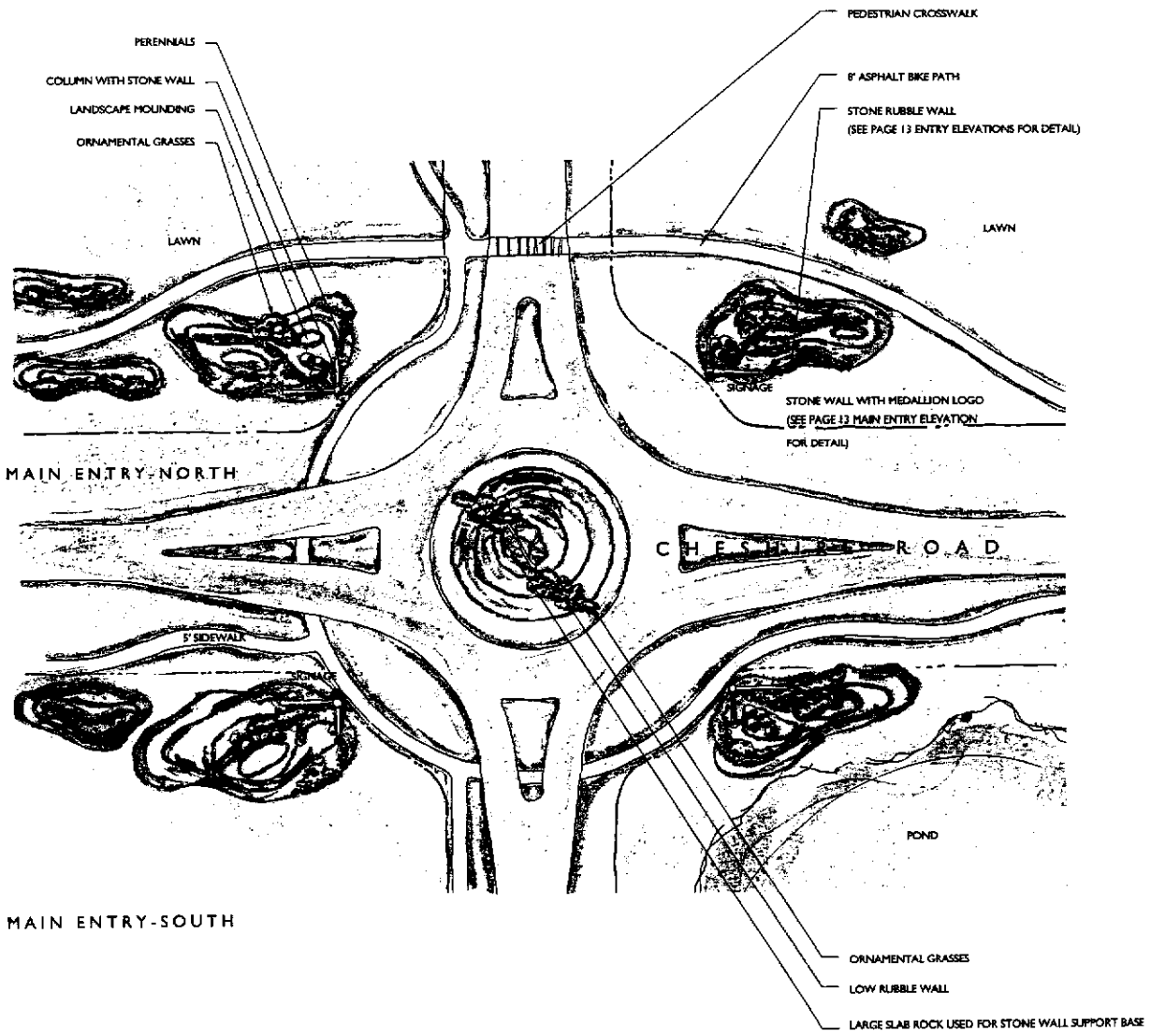
-EACH TREE AT THE TIME OF INSTALLATION SHALL HAVE A MINIMUM CALIPER OF 1.75 INCHES.

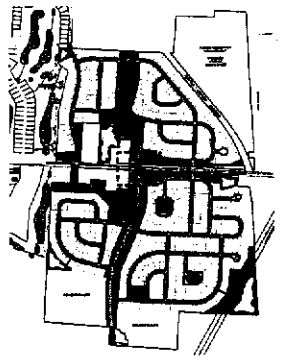
DOMINION

STREET TREE PLAN

MAY 3, 2006

The Communities at Glenross





ENTRIES KEY PLAN

NOTE:
* ALL CONTOURS SHOWN ON THIS PLAN ARE AT 1'-0" INTERVALS
* ALL LANDSCAPE PLANTINGS SHOWN ARE SUBJECT TO CHANGE DUE TO FINAL ENGINEERING REQUIREMENTS OR EXISTING SITE CONDITIONS.

ENTRY PLANTINGS-1

DOMINION

MAY 3, 2006

N.T.S.

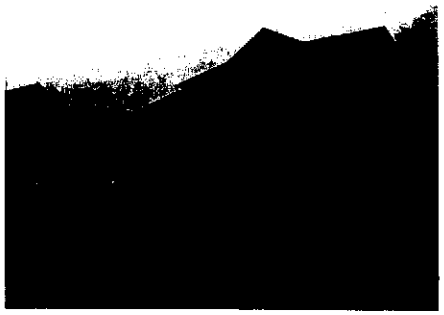
NORTH

The Communities at Glenross

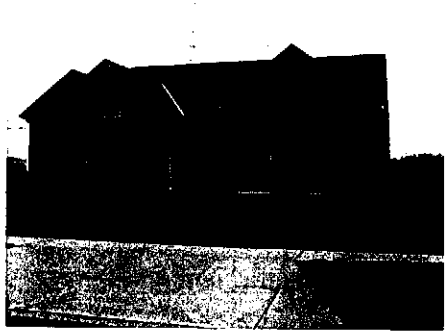


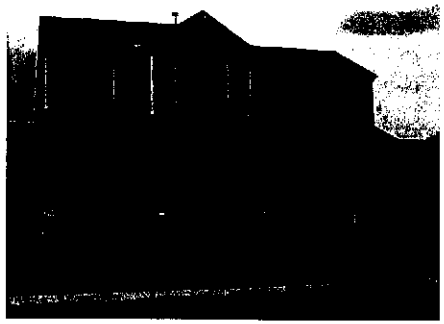






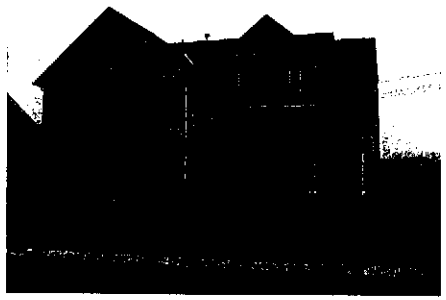

NOTE: ELEVATIONS SHOWN ARE REPRESENTATIVE OF THE TYPE OF HOMES INTENDED TO BE BUILT IN THIS COMMUNITY. HOWEVER, THE APPLICANT RESERVES THE RIGHT TO ADD TO AND/OR MAKE MODIFICATIONS AS NEEDED. MODIFICATIONS, CHANGES OR OTHER HOMES MUST COMPLY WITH STANDARDS.

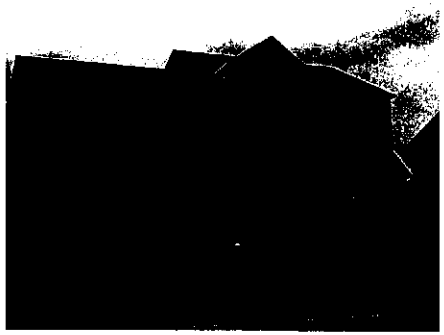






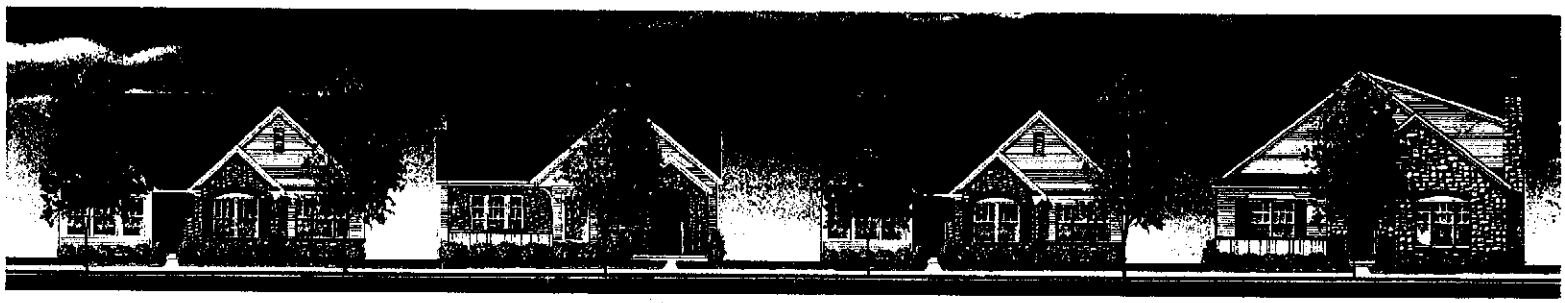


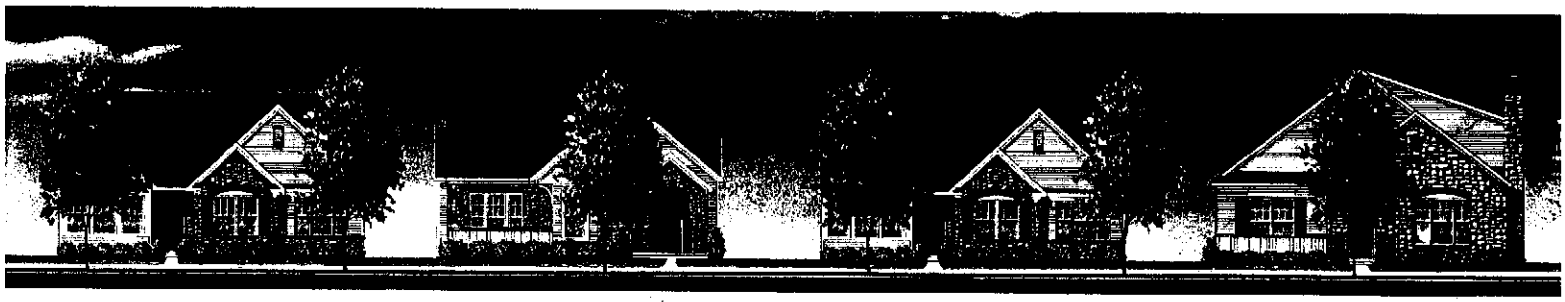






NOTE: ELEVATIONS SHOWN ARE REPRESENTATIVE OF THE TYPE OF HOMES INTENDED TO BE BUILT IN THIS COMMUNITY. HOWEVER, THE APPLICANT RESERVES THE RIGHT TO ADD TO AND/OR MAKE MODIFICATIONS AS NEEDED. MODIFICATIONS, CHANGES OR OTHER HOMES MUST COMPLY WITH STANDARDS.





NOTE: ELEVATIONS SHOWN ARE REPRESENTATIVE OF ONE TYPE OF CONDOMINIUM HOME THAT MAY BE BUILT IN SUBAREA IIIA AND/OR SUBAREA IIIB. OTHER TYPES OF CONDOMINIUM HOMES, MEETING APPLICABLE STANDARDS, MAY ALSO BE BUILT.

THE COMMUNITIES AT GLENROSS

DEVELOPMENT TEXT - DELAWARE SOUTH AREA

Barrows/McNamara Site - +/-373.96 Acres
May 3, 2006

Proposed Zoning: Planned Mixed Use (PMU) District

Introduction and Summary:

The total site acreage is +/-373.96 acres, and is comprised of an assemblage of land holdings originally owned by the Barrows and McNamara families and now owned by Dominion Homes, Inc. The site is bisected from east to west by Cheshire Road, which continues west towards US Route 23. Cheshire Road is a significant roadway in this portion of Delaware County, and travels east over Alum Creek Reservoir into Sunbury, Ohio. Dominion Homes, Inc. ("Dominion") will develop 370.70 acres, with the remaining 3.26 acres going to expand the Glenross Golf Club golf course.

The eastern site boundary is the Conrail Railroad tracks just west of Gregory Road. The southern boundary is irregular and located approximately 1/3 mile north of Peachblow Road. The western boundary is The Reserve at Glenross golf course community and the northeastern quadrant of the future, also zoned Grady Memorial site. The northern edge abuts a parcel owned by Tanglewood Investment, LLC and by the J. Richard and Linda S. Isler property. The Reserve at Glenross portions were rezoned PRD in 2003.

The land is part of the "Cheshire Sub Area" in Delaware's Comprehensive Plan, and land use is anticipated to be Low-Density Single Family Housing at a density of between 2 and 3.25 units per acre. The overall density proposed in this Planned Mixed Use (PMU) District is 2.32 units per acre (870 total residential units on the +/-373.96 acres). The land will be re-zoned R-2 Residential District under an application being processed contemporaneously with this PMU District application. Under the Pre-Annexation Agreement between the City and the Owners, entered into on June 16, 2005, provided for a Planned Residential District (PRD) overlay with underlying R-2 and R-3 Residential Districts. This PMU District, with an underlying R-2 Residential District, is regarded by both Delaware's Planning Staff and the Applicant as a preferable approach to establish a comprehensive zoning of the ± 373.96 acres for a mix of 870 single family and condominium residences and associated open space and community resources.

This Development Text sets forth development standards for the single family portions of the development (Sub Areas I and II, below) that are modeled after the Glen Oak development located north of Orange Road and west of South Old State Road in Orange Township and the existing Glenross development in the City of Delaware. It is intended that a preliminary and final development plan for all of the single family portions of the development be processed and approved contemporaneously with this Development Text and the establishment of the PMU District zoning. General development standards for the condominium portions of the development (Sub Areas IIIA and IIIB below) are consistent with standards set forth in the Pre-Annexation Agreement. As with the condominium sections of the Glenross (formerly Tanglewood) development to the west, this Development Text sets forth general development standards for Sub Areas IIIA and IIIB, but submittal and approval of a preliminary and final development plan consistent with the requirements of this Development Text will occur prior to development of these Sub Areas. Finally, as to Sub Area IV, this Development Text sets forth very basic development standards with detail to be set forth through the preliminary and final development plan process.

A. Sub Area Descriptions:

Sub Area I: Sub Area I is the major part of the southern portion of the site, and is generally bounded by Cheshire Road to the north, the railroad tracks to the east, the John Eckstein, Evans Capital Investments and Ray Grden properties to the south and The Reserve at Glenross golf course community and future Grady Memorial campus to the west.

Sub Area II: Sub Area II is the northern portion of the site, north of Cheshire Road and west of the Norfolk-Western Railroad, and is generally bounded by Cheshire Road to the south, the railroad tracks to the east, and The Reserve at Glenross golf course community to the north and west.

Sub Areas IIIA and IIIB: Sub Areas IIIA and IIIB are south of Sub Area I and bounded by the Ray Grden properties to the south and (as to Sub Area IIIB) The Reserve at Glenross golf course community and future Grady Memorial campus to the west (as to Sub Area IIIA) the Evans Investment property to the east.

Sub Area IV: Sub Area IV is north and east of the Delaware spur of the Norfolk-Western Railroad. It is bounded on the east and south by Sub Area IV, west by the Norfolk-Western Railroad and Sub Area II and on the north by the J. Richard and Linda S. Isler property.

B. Overall Site Residential Density:

The maximum number of residential units (single family and condominium residences on the +/- 373.96 acre site shall be 870, for a density of 2.32 units per acre. Accessory buildings, such as the community building for the overall development and community buildings or clubhouses within any Sub Area shall not affect residential density.

C. Restrictive Covenants:

The property in Sub Areas I, II, IIIA and IIIB shall be subjected as "Additional Property" to the restrictive covenants that have been executed and recorded for the Glenross Community to the west. A copy of the recorded Declaration of Covenants for Glenross is attached as Exhibit B-5.

D. Uses:

1. Permitted Uses

A. Sub Areas I and II (single-family detached dwellings) shall allow the following permitted uses:

(1) Single-family dwellings, and uses customarily accessory thereto.
(2) Noncommercial active and passive recreation, including swimming pools, meeting code safety requirements, parks and playgrounds; provided, however, that sale of memberships to the pool and/or community recreation facility, if the association of homeowners determines to do so at a future date, shall not be prohibited.
(3) Community building and off-street parking area.

(4) Dwelling units may be used as model homes for the purpose of marketing and sales within each Sub Area. A manufactured or modular building or a model home may be used as a sales office while a Sub Area is developed and dwelling units constructed. Temporary parking areas will be permitted adjacent to a dwelling unit being used for a model home.

B. Sub Areas IIIA, IIIB and IV shall allow the following permitted uses:

(1) Single-family dwelling, two-family dwelling, cluster single-family dwellings, attached single-family dwellings, and/or multiple-family dwelling, and uses customarily accessory thereto.
(2) Noncommercial active and passive recreation, including swimming pools, meeting code safety requirements, parks and playgrounds; provided, however, that sale of memberships to the pool and/or community recreation facility, if the association of homeowners determines to do so at a future date, shall not be prohibited.
(3) Community building and off-street parking area.
(4) Dwelling units may be used as model homes for the purpose of marketing and sales within each Sub Area. A manufactured or modular building or a model home may be used as a sales office while a Sub Area is developed and dwelling units constructed. Temporary parking areas will be permitted adjacent to a dwelling unit being used for a model home.

2. Conditional Uses (All Sub-Areas)

A. No further conditional use approval shall be required for the establishment of any of the uses set forth in Section 1, above.

B. Other uses listed as permitted or conditional uses in any residential district under the Delaware Zoning Code, as set forth in the following chart, may be allowed if approved by the City through its procedures for the authorization of conditional uses:

	A-1	ER-1	ER-2	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8
(a) Residential											
(1) Single-family dwelling	C	P	P	P	P	P	P				
(2) Two-family dwelling	(a)	(a)	(a)	(a)	(a)	(a)	P	P			
(3) Cluster single-family dwellings	(a)	(a)	(a)	(a)	(a)	(a)	(a)	P	P	P	
(4) Attached single-family dwellings (3 or more)								P	P	P	P
(5) Planned Residential Development (PRD)	C	C	C	C	C	C					
(6) Gated Residential Development								C	C	C	C

	A-1	ER-1	ER-2	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8
(7) Planned Residential Development (PRD)	C	C	C	C	C	C	C				
(8) Multiple-family dwelling									P	P	P
(9) Density Bonus Multi-Family Development (DBMFD)								C	C	C	
(10) Mobile home park									C[b]		
(11) Bed-and-breakfast	P	C	C	C	C	C	P	P	P	P	P
(12) Residential care facility for 6 to 8 persons		C	C	C	C	C	C	C	C	C	C
(13) Residential care facility for 9 or more persons								C	C	C	C
(14) Major home occupation	HO	HO	HO	HO	HO	HO	HO	HO	HO	HO	HO
(b) Community Facilities											
(1) Cemetery	P	C	C	C							
(2) Place of worship	P	C	C	C	C	C	C	C	C	C	C
(3) School, public or private	C	C	C	C	C	C	C	C	C	C	C
(4) Day care center, child/adult							C	C	P	P	P
(5) Congregate care facility								C	C	C	P
(6) Nursing home								C	C	C	P
(7) Library,	C	C	C	C	C	C	C	C	C	C	C
(8) Public cultural institution art gallery,	C	C	C	C	C	C	C	C	C	C	C
(9) Sorority, & fraternity for college men &/or women							C	C	P	P	
(10) Public safety & service facility (local service)	C	C	C	C	C	C	C	C	C	C	C
(c) Recreational/Open Space											
(1) Park, playground		P	P	P	P	P	P	P	P	P	P
(2) Public utility substation or distribution facility		C	C	C	C	C	C	C	C	C	C
(3) Golf course/country club	C	C	C	C	C	C	C	C	C	C	C
(4) Non-commercial recreation facility	C	C	C	C	C	C	C	C	C	C	C

	A-1	ER-1	ER-2	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8
(d) Non-Residential											
(1) Agricultural use	P										
(2) Sale of produce/plants raised on premises	P										
(3) Commercial Truck garden & related field crops; nursery; and/or greenhouse	P										
(4) Kennel or Stable	C										
(e) Accessory Uses & Structures[c]											
(1) Private garage and off-street parking area (including model home parking on a separate lot)	A	A	A	A	A	A	A	A	A	A	A
(2) Shed and similar non-commercial storage building	A	A	A	A	A	A	A	A	A	A	A
(3) Minor home occupation	A	A	A	A	A	A	A	A	A	A	A
(4) Fence, wall, patio, deck, landscape feature	A	A	A	A	A	A	A	A	A	A	A
(5) Private swimming pool, play toy, swing set, and similar[d]	A	A	A	A	A	A	A				
(6) Sign	A	A	A	A	A	A	A	A	A	A	A

P = Principal use permitted by right C = Conditional use A = Accessory Use Blank = Use not permitted
HO = Home Occupation (Major) permitted only when approved by the Board of Zoning Appeals.

[a] Permitted as a part of a Planned Residential Development. [b] As regulated by Chapter 1140. [c] See also Chapter 1156.
[d] When on single-family or two-family lots or exclusively for use by the residents of a Planned Residential Development.

3. Accessory Uses (All Sub-Areas)

A. Accessory uses listed in Schedule 1134.02 (e) (1), (3), (4), (5) and (6) of the Delaware Zoning Code, as shown in Section 2 above, shall also be included as accessory uses.

4. Home Occupations (All Sub-Areas)

A. Home occupations shall be permitted in accordance with Chapter 1148 of the Delaware Zoning Code, as attached in Exhibit B-7 hereto.

E. Sub Areas I and II Development Standards

1. Lot Size

a) A mixture of lot sizes is proposed, ranging from 9,300 square feet to over 24,000 square feet.

b) The minimum lot depth will be 125 feet.

c) In Sub Area I, the minimum lot size shall be no less than 9,300 SF. A mixture of lot sizes is proposed, and will include approximately 25% lots at 75-79.9' wide and 75% of the lots at 80' wide or greater (measurements taken at the building line). The number of dwellings in Sub Area I shall not exceed 356 units total.

d) In Sub Area II, the minimum lot size shall be no less than 10,000 SF. A mixture of lot sizes is proposed, and will include approximately 50% lots at 80-89.9' width and 50% of the lots at 90' wide or greater (measurements taken at the building line). The number of dwellings in Sub Area II shall not exceed 190 units total.

2. Setbacks, Building Sizes, and Height

a) Setbacks: For Sub Areas I and II, building setbacks from property lines shall be established as follows:

i) Cheshire Road: Setbacks shall be that as identified on the Preliminary Development Plan.

ii) All other proposed public streets, which shall be measured from existing and planned road rights-of-way:
- 25' building setback for all streets

iii) Side and rear yards:
- side yards shall be 10' per side (20' minimum between homes)
- rear yards shall be 30' minimum
- the projection of fireplaces, chimneys, bay windows and/or other architectural projections of not more than 2 feet shall be allowed

b) Building Height: Buildings shall be a maximum of 35 feet (measured from the average elevation of the finished grade at the front of the building to the mean of gable) in height in Sub Areas I and II.

c) Home Sizes:

i) In Sub Area I, no building shall be constructed unless the finished living space (exclusive of porches, garages, and basements) has no less than 1800 square feet.

ii) In Sub Area II, no building shall be constructed unless the finished living space (exclusive of porches, garages, and basements) has no less than 2000 square feet, provided however that not less than 30% of the homes, or a minimum of 57 units, shall have no less than 2200 square feet.

3. Architectural Standards

a) Sub Area I

At least 50% of the front facade elevation of each building (excluding garage doors, entrance doors, gutters, downspouts and windows) shall consist of natural materials such as brick, stone, cultured stone, wood, and engineered siding products (including cementitious fiberboard and other engineered siding products, e.g. HardiPlank™) (collectively "Natural Materials"). All vinyl siding shall have a minimum thickness of .048 mils. Gutters (and the material by which they are attached to the home), downspouts, soffits, shutters, garage and entrance doors may be of man-made materials such as metal, vinyl, aluminum or glass. No concrete or split face block shall be permitted, except for the basement or foundation walls. The roofs of all homes shall have dimensional shingles.

b) Sub Area II

100% of the entire elevation of each building (excluding garage doors, entrance doors, gutters, shutters, downspouts and windows) shall consist of natural materials such as brick, stone, cultured stone, wood, stucco, and engineered siding products (including cementitious fiberboard and other engineered siding products, e.g. HardiPlank™) (collectively "Natural Materials"). Not less than 50 percent of the front elevation (excluding doors, windows shutters, gutters and downspouts) shall consist of a natural material other than stucco. Gutters (and the material by which they are attached to the home), downspouts, soffits, shutters, garage and entrance doors may be of man-made materials such as metal, vinyl, aluminum or glass. No concrete or split face block shall be permitted, except for the basement or foundation walls. The roofs of all homes shall have dimensional shingles.

c) Color Palette

For Sub Areas I and II, the color palette shall consist of earth tones or other colors as set forth on Exhibit B-3, including white. Additional colors may be used as accents but may not be high gloss or high-chroma colors. A color palette and listing of representative architectural details for Sub Areas I and II is attached as Exhibit B-3.

d) Roof Pitches

All roof pitches on front facing gabled elevations and side facing gabled elevations facing public streets in Sub Areas I and II shall be a minimum of 7:12. Roof

pitches on rear facing gabled elevations shall be a minimum of 6:12. All other elevations shall include a minimum roof pitch of 5:12.

d) **Other Standards**

Windows shall have a minimum 4 inch trim, except this requirement shall not apply to the bottom of windows where adjacent or intersecting roof lines would prevent both the window trim and two full laps of siding, or the sides of windows with shutters.

Except as specifically set forth in this PMU Development Text or as set forth on the accompanying Development Plan, R-2 Residential District regulations together with standards set forth in Chapter 1171 of the Delaware Zoning Code as attached in Exhibit B-7 hereto shall apply in Sub Areas I and II.

F. Sub Areas IIIA and IIIB Development Standards

1. Density & Type

In Sub Area IIIA, no more than 98 dwelling units shall be built. In Sub Area IIIB, no more than 132 dwelling units shall be built. The dwelling units shall be built in single-family condominium regimes, and may either be detached or attached in buildings of up to four units.

2. Setbacks & Building Separation

a) Streets: A minimum building and accessory use setback of 50 feet shall be provided along "Street G" on the Preliminary Development Plan. The minimum setback from all other streets shall be 20 feet.

b) Side: The minimum side setback shall be 8 feet from any alley and 20 feet from any street.

c) Rear: The minimum rear setback shall be 25 feet from the Sub Area property line, except when the Sub Area property line is a public street. If an access drive or alley is provided to the rear a minimum setback of 8 feet shall be provided.

d) Setbacks from streets and alleys shall be from either edge of pavement or back of curb, as determined in the Final Development Plan process.

e) Building Separation: The minimum separation between buildings shall be the following:

i) 10 feet side to side
ii) 30 feet rear to rear
iii) 20 feet rear to side

iv) The projection of fireplaces, chimneys, bay windows and/or other architectural projections of not more than 2 feet in each instance are permitted

f) Deck & Patio Separation: Decks and patios shall not extend more than the following:

i) 10 feet into any required rear to rear building separation or setback
ii) 3.5 feet into and required side to side building separation or setback
iii) 7.5 feet into any required rear to side building separation or setback

The foregoing notwithstanding, deck and patio encroachments are not permitted within designated easement areas.

3. **Unit Size**

Each dwelling unit shall be a minimum of 1,270 square feet of residential floor area. A minimum of 10% of the total number of condominium units, or 10 units in sub area IIIA and 14 units in sub area IIIB, shall be 1800 sq. ft. or more.

Maximum building height shall be 35 feet (measured from the average elevation of the finished grade at the front of the building to the mean of the gable).

4. **Street Type & Design**

The development may utilize public or private streets, and may incorporate access drives and/or alleys, provided such private streets or access drives will meet a minimum street width of 24 feet (parking limited to one side) and a minimum alley width of 16 feet. Buildings shall be no closer than 8 feet to the edge of alley paving.

5. **Parking**

Parking will be provided at a minimum of 2 spaces per dwelling unit in a garage. Guest parking shall be provided by on-street parking and shall be limited to one side of the street only (opposite side from fire hydrants). Signage will designate the side of the street on which parking is allowed.

6. **Street Lights**

In lieu of street lights, post or coach lamps may be permitted provided the lighting requirements of Zoning Code Chapter 1158 as attached in Exhibit B-7 hereto are met.

7. **Clubhouse**

Each Sub Area may include a clubhouse, with or without a pool or other recreational facility for the unit owners. The clubhouse may include parking areas, changing rooms, restrooms, and space for residents to meet and gather, and may also be used as a sales office for the sale of units during the development of the project.

8. **Architectural Standards**

The front facade elevation of each building (excluding garage doors, entrance doors, gutters, downspouts and windows) shall include a significant architectural element of at least 20 percent of the front elevation composed of natural materials, such as stone, cultured stone, wood, brick and engineered siding products (including cementitious fiberboard and other engineered siding products, e.g. HardiPlank™) (collectively "Natural Materials"). Gutters (and the material by which they are attached to the home), downspouts, soffits, shutters, garage and entrance doors may be of man-made materials such as metal, vinyl, aluminum or glass. All vinyl siding shall have a minimum thickness of .042 mils. No concrete or split face block shall be permitted, except for foundation walls. The roofs of all buildings shall have dimensional shingles.

9. **Color Palette**

The color palette shall consist of earth tones, including white. Additional colors may be used as accents but may not be high gloss or high-chroma colors. A color palette and listing of representative architectural details for Sub Area IIIA is attached as Exhibit B-3.

10. **Roof Pitches**

All roof pitches on front facing gabled elevations and side facing gabled elevations facing public and private streets in Sub Areas IIIA and IIIB shall be a minimum of 7:12. All rear facing gabled elevations shall be a minimum of 6:12. All other roof pitches shall be a minimum of 5:12

11. **Limitation**

Approval of this Development Text as to Sub Area IIIA and IIIB by City Council represents the waiver, as envisioned under Section 1129.04 (b) of the Delaware Zoning Code, concerning the absence in the Text and accompanying plan of all of the details called for; such additional details shall be provided for review, and approval, when a preliminary and final development plan for Sub Area IIIA and/or IIIB is submitted.

G. Sub Area IV Development Standards

1. **Timing of Development**

Development of Sub Area IV shall not occur until adequate access is available, either over adjacent railroad tracks or through road connections that may be provided in the future through the development of adjacent property.

2. **Density**

In Sub Area IV, no more than 94 dwelling units shall be built. A minimum of fifteen percent (15%) of the Sub Area IV site, or +/- 7.05 acres, shall be set aside as open space.

3. **Development Type & Pattern**

The dwelling units may be built in either a single-family condominium regime, and if so developed may either be detached or attached in buildings of up to four units, or may be developed on fee simple single-family platted lots. If developed as fee simple lots, the standards set forth in the Delaware Zoning Code as applying in the R-3 Residential District shall apply, except that the requirements set forth above for the size, color and exterior materials of homes in Sub Area I, above, shall also apply to any homes built on platted fee simple lots in Sub Area IV. If Sub Area IV is developed as a condominium, the Development Standards for Sub Areas IIIA and IIIB in Section F-2-(b) through F-2-(f), above, apply.

4. **Limitation**

Approval of this Development Text as to Sub Area IV by City Council represents the waiver, as envisioned under Section 1129.04 (b) of the Delaware Zoning Code, concerning the absence in the Text and accompanying plan of the details called for; such additional details shall be provided for review, and approval, when a preliminary and final development plan for Sub Area IV is submitted.

H. Access, Parking, Loading and Other Traffic Related Standards and Commitments:

1. **Cheshire Road:**

a) The proposed right-of-way shall be 100 feet wide across the site's Cheshire frontage.

b) There shall be no more than five curb cuts along the Cheshire frontage.

c) Improvements to Cheshire Road, including the roundabout, necessitated by development of the property as depicted on the Development Plan, shall be constructed as such roads are needed in accordance with the approved Development Plan and as approved by the City Engineer.

d) No curb cuts other than those depicted on the Preliminary Development Plan shall be permitted to Cheshire Road except for temporary construction access as approved by the City Engineer.

2. **Sidewalks & Bikepaths**

Sidewalks and bikepaths shall be constructed in locations as shown on the Preliminary Development Plan. Sidewalks shall be 5 feet in width and bike paths shall be 8 feet in width and shall be constructed as part of road construction and to Delaware design specifications.

Bike paths shall be installed as shown on the Development Plan.

3. **Road Design & Construction**

Spacing and offsets of curb cuts shall be subject to the approval of the Delaware City Engineer and, as necessary, the Delaware County Engineer.

All road design, phasing and construction is subject to the approval of the Delaware City Engineer and as necessary the Delaware County Engineer.

4. **Parking**

Parking shall be provided on lots in garages and driveways. Public streets may be used for guest parking according to the restrictions of the City of Delaware.

I. Landscaping, Tree Preservation, and Screening Standards:

1. All landscaping shall comply with Chapter 1166 of the City of Delaware Zoning Code as attached in Exhibit B-7 hereto.

2. Reasonable and good faith efforts will be made to preserve healthy existing trees within drainage course areas. Selective clearing of wooded areas is permitted, consistent with the requirements of the City of Delaware Zoning Code. Additionally, standard tree preservation techniques will be utilized to protect trees during all phases of construction.

3. Street trees shall be required along all streets, public and private, within the tree lawns or front lawns. Street trees in Sub Areas I and II shall be a minimum of 1.75 caliper inches, planted 40 feet on center, and shall be one consistent deciduous species per street. Species shall not be mixed on individual streets.

4. Two major entrances from Cheshire Road, including the entrance from the roundabout, will have landscaped entry features that include signage (see Section J below). All such features and signs shall be a part of an approved landscaping plan and all required permits must be obtained before construction.

5. Landscape buffering shall be provided between the adjacent existing residential properties (those on Cheshire Road) and the development. See, Section A, p. 6.

6. The developer shall install landscaping in the roundabout on Cheshire Road at the intersection of the main north/south road through this Development. The landscape shall be as depicted on the Development Plan drawing and design, and shall be maintained by the homeowners association.

J. Lighting:

1. A decorative street light shall be used along new public streets, according to the City of Delaware's specifications.

2. Landscape up-lighting is permitted at the entry features, provided that a concealed light source is used that does not distract motorists traveling along public streets and the light source is properly directed to minimize ambient light.

3. All lighting shall be in conformance with Zoning Code Chapter 1158 as attached in Exhibit B-7 hereto.

K. Graphics and Signage:

1. Entry features shall be established within the setback area along Cheshire Road substantially in accordance with Entry Plans and Entry Elevations submitted with this Text. Said entry feature shall be located in landscape easements or reserve areas, and will be maintained by the homeowners association. Signs shall not exceed 8 feet in height with a maximum of 25 square feet of sign area per face. Signs shall be mounted on a masonry base and incorporate landscaping, lighting and earth mounding. Minimum setback for this entry feature/signage shall be 10 feet from the right-of-way line and any property line. In no case shall said entry feature interfere with maintaining safe clear sight distances at intersections.

2. No signs shall be painted directly on the surface of any building, wall, or fence. No wall murals shall be allowed.

3. No flashing, traveling, animated, or intermittently illuminated signs shall be used. No co-op signs, rotating signs, trailer-type signs, tethered balloons, roof signs, banners, or pennants shall be permitted.

4. Signage shall be illuminated externally. External light sources shall be directed toward the sign and shall not cause visibility problems for motorists or adjacent property owners.

5. One temporary marketing identification sign shall be permitted for that part of the development north of Cheshire Road (excluding Sub Area IV), one temporary marketing identification sign shall be permitted for that part of the development on the south side of Cheshire Road, and one temporary marketing identification sign shall be permitted at the southern terminus of "Street G" as shown on the development plan. Each such sign may have two graphic areas, one oriented to the east or south and one oriented to the west or north. Each such sign face may be up to 48 square feet in area and up to 6 feet in height, provided such signs shall be set back a minimum of 25 feet and not exceed 8

feet in height. Each such sign shall be removed when 90% of the units are sold on the respective north or south side of Cheshire.

6. Except as specifically set forth in the Text and the plans submitted and approved as part of the PMU rezoning, all signage and graphics shall conform to the City of Delaware Building and Zoning Codes.

L. Development Phasing

Depending on market conditions for the sale of the single family homes contemplated herein, Exhibit B-4 sets forth the potential development phasing. Provided that a final development plan is approved and implemented as to a part of the development within Code-prescribed timeframes, which Applicant intends with respect to Sub Area I and/or II, approval will not lapse as to other phases of the plan. In that regard, it is understood that Sub Area IV may not develop for some time due to access challenges.

M. Open Space and Park Areas

Significant areas of open space are provided for in the Communities at Glenross, these spaces are well distributed throughout the overall site to provide an optimal mix and variety of open space resources. In addition, the open spaces within the Communities at Glenross will be improved to provide an excellent range of active and passive recreational opportunities. Pages 4 through 8 of the graphics section of this submittal present the Open Space Plan for the Communities at Glenross, together with conceptual landscape plans, street tree plans, and plans showing entry plantings and elevations. As illustrated by the materials in this section, Dominion proposes the construction of a changing house and pool, together with a creatively designed active recreation area in the South Park (Area D on the Open Space Plan), and a central pond rimmed by a trail system linking various focal points and activity centers in the North Park (Area E on the Open Space Plan). Several additional smaller greens will be improved, landscaped and mounded to provide unique and imaginative points of interest, such as the Solstice Green (Area A), which will be improved with a curved, sloped wall to permit the summer and winter solstices to be observed.

It is estimated that the value of improvements to the various open space areas will be in excess of $1.8 Million Dollars. The pool and changing house are significant elements of this value, but there are also extensive investments to be made in the other areas. The Applicant also believes it is important as part of the continuing appeal and identity of the Communities at Glenross as a whole that all of the open space resources be maintained consistently and at the same level as areas traditionally reserved to private control and maintenance, such as entries. The Applicant proposes as part of the PMU rezoning that the Open Space Plan and associated improvements as set forth in the submitted graphic exhibits be owned and maintained by the Association of Owners of homes and units within the Communities at Glenross. The open space areas will not be restricted to access by the public, but the pool facility and community building will only be available to resident-members initially with the allowance that, in the future, the Association of Owners may open memberships to the general public. With the submittal of Final Development Plans, the Applicant will work with the City to provide for appropriate parking within or adjacent to those open space areas intended for public access. The Applicant intends

that the Open Space Plan and commitments to improvements as illustrated be determined in the zoning process to fully satisfy all open space and dedication requirements under the Delaware Codes, and include all waivers that may be necessary or provided for under the Code to permit the implementation of the significant and high quality Open Space Plan for the Communities at Glenross.

SECTION B

DEVELOPMENT TEXT

EXHIBIT B-1

DEVELOPMENT TEXT

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DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR GLENROSS

This is a declaration of covenants, conditions, and restrictions, (the "Declaration") made on or as of this 22 day of November, 2004, by Tanglewood Development Company LLC, an Ohio limited liability company ("Declarant"); and Tanglewood Golf Course Company, an Ohio corporation, (hereinafter the "Golf Company") for the limited purposes and intent provided herein.

Background

The following portion of this declaration is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article I, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to fully understand these provisions:

1. Declarant is the owner in fee simple of the real estate in the City of Delaware, Delaware County, Ohio, described in Exhibit 1.

2. The Golf Company is the owner in fee simple of the real estate in the City of Delaware, Delaware County, Ohio, described in Exhibit 2. Golf Company intends to reconstruct and develop the current golf course known as "Tanglewood Golf Course" (the "Golf Course") portions of which are located contiguous or adjacent to portions of Glenross. The Golf Company shall be a third party beneficiary of the provisions of this Declaration.

3. "Glenross" is a proposed high quality residential development consisting of the property described in Exhibit 1, and all improvements now or hereafter constructed thereon, together with such other property, if any, as Declarant may determine, from time to time, to develop into additions to this residential community and to subject to the provisions hereof and presently intended to eventually include generally property shown on Exhibit 3.

4. Various portions of Glenross are and will be platted into lots and homes created thereon, and/or created into condominiums, with residential condominium dwelling units thereon.

5. Glenross is being developed in phases, to consist eventually of approximately 618 residential dwelling units, in the form of subdivision lots with single family homes to be built thereon, residential cluster dwelling units, and residential condominium units, a private community building and outdoor swimming pool, a private drive, and open space areas that may include ponds, parks, wooded preserves and trails.

6. In connection with the development of Glenross there will be created:

(a) The Master Association, an association of all Owners, except Owners of Exempt Property, which will own and administer property within, and matters related to all of Glenross and its Owners and Occupants; and

(b) Subarea Associations, separate associations for each condominium or subdivision within Glenross, as determined by Declarant, in its sole discretion, whose members will consist of all of the Owners of Units or Lots in that condominium or subdivision submitted to the provisions hereof, except Owners of Exempt Property. Each Subarea Association will administer restrictions relative to the property within and matters related solely to the property in that subdivision or condominium, as the case may be, and the Owners of Units or Lots in that property.

7. For purposes of maintaining initial architectural control over all of Glenross, excluding the Golf Course, owning and or having rights with respect to areas and facilities determined to be for the

benefit of all of Glenross, and to administer the same and the use of the same, Declarant shall forthwith cause the Glenross Master Association (the "Master Association") to be formed.

8. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Master Association, and to memorialize these understandings. Accordingly, by this Declaration Declarant is establishing various rights and responsibilities with respect to Glenross and parties subjected hereto and the Owners and Occupants of property in Glenross, as it and they may be constituted from time to time.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in Glenross as presently constituted (described in Exhibit 1), and as it may hereafter be constituted, and for the protection and benefit of the Golf Course, Declarant, with respect to the property described in Exhibit 1, hereby declares that all of this property (being the property described in Exhibit 1) shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, conditions, easements and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of this property (being the property described in Exhibit 1), and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, the Golf Company, each owner of property in Glenross as it may be constituted from time to time, the Master Association, any other associations of owners created for property in Glenross, and their respective heirs, successors, and assigns:

ARTICLE I

DEFINITIONS

The following terms used in this Declaration shall have these meanings, unless the context requires otherwise:

A. "Additional Property" – property that may in the future be subjected to the plan provided hereby, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property to be part of Glenross and subjected to the provisions hereof, and may include any property presently planned by Declarant to become part of Glenross in the future, located on both the north and south sides of Cheshire Road and east of Braumiller Road, adjacent to or contiguous with property a part of Glenross as it is then constituted, provided that, with respect to other property the owner or owners thereof concur and join in with subjecting the same to the provisions hereof.

B. "Architectural Review Board" – the group of individuals having the power and authority to establish and enforce architectural standards governing the initial construction of Improvements in Glenross and architectural control of Master Common Elements.

C. "Articles" and "Articles of Incorporation" – the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating Glenross Master Association (the "Master Association") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

D. "Assessments" – charges levied by the Master Association on Lots and Units and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot/Unit Assessments.

E. "Board" – the Board of Directors of the Master Association.

F. "Code of Regulations" and "Code" – the code of regulations of the Master Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Master Association.

G. "Common Expenses" – costs and expenses incurred by the Master Association in fulfilling its functions, including reasonable Reserves as determined by the Board from time to time, pursuant to the provisions of the Governing Documents.

H. "Declarant" – Tanglewood Development Company LLC, an Ohio limited liability company, and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

I. "Dwelling" – a home on a Lot and a residential Unit in a condominium in Glenross.

J. "Exempt Property" – the portions of the real property comprising Glenross that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Delaware County, the City of Delaware, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, (b) owned by the Master Association provided in either such case, the same is not utilized as a residence; (c) part of the Golf Course; or (d) the owner or owners of the approximately 1.063 acres located on the north side of Cheshire Road and having a street address of 1091 Cheshire Road, Delaware, Ohio, said property is currently owned by Timothy Dale McNamara and Annette McNamara.

K. "Glenross" – means and includes all of the real estate described in Exhibit 1 and additions thereto as may from time to time be subjected to the provisions hereof, as hereinafter provided.

L. "Golf Company" – Tanglewood Golf Course Company, an Ohio corporation and current owner and developer of the Golf Course, and any person or entity acquiring all of the Golf Company's interest in the Golf Course, which acquisition is recorded with the County Recorder, Delaware County, Ohio.

M. "Golf Course" – That portion of Glenross designated as "Golf Course" in accordance with a final development plan approved by the City of Delaware, by plat or plats, or as otherwise so designated by Declarant and Golf Company, and specifically including the property identified on Exhibit 2 hereto.

N. "Governing Documents" – the Master Association's Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, applicable building and zoning laws, subdivision and other plats of property in Glenross, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross.

O. "Improvements" – all Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing-sets, playhouses and forts, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type, constructed or maintained on property in Glenross.

P. "Individual Lot/Unit Assessment" -- an assessment that the Board may levy upon a Lot or Unit and its Owners to reimburse the Master Association for costs incurred solely on behalf of that Lot or Unit, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot or Unit, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Master Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to that Lot or Unit and its Owners.

Q. "Lot" -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Glenross, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding any Exempt Property including but not limited to the Golf Course; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by Declarant to a builder or developer, for purposes of construction thereon of residential dwellings and, upon substantial completion of construction, the dwellings declared under law to be condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of residential dwellings that are authorized by law, and approved by Declarant, to be so constructed and declared on that parcel of real estate. Of course, upon a residential dwelling Unit being so constructed and declared, the same shall no longer be or be deemed to be a "Lot" hereunder, but rather, at the time declared and thereafter, shall be considered and deemed to be a "Unit."

R. "Manager" -- a Person retained by the Board to assist in the management of the Master Association.

S. "Master Association" -- an association of all of the Owners of residential property including Lots and Units, in Glenross, at any time, except owners of Exempt Property with respect to that property. The Master Association is being incorporated as an Ohio non-profit corporation named "Glenross Master Association."

T. "Master Common Elements" -- all real and personal property interests now or hereafter acquired by the Master Association or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Glenross or for the operation of the Master Association. Property interests may include fee simple interests, leasehold interests and licenses. The Master Common Elements initially consist of Lot 9818 of Glenross Golf Club Section 1, as shown on the plat thereof, of record in Plat Cabinet 3, Slides 456-456E, records of the Delaware County, Ohio Recorder.

U. "Member" -- any Person who is an Owner of a Lot or Unit is a "Member" of the Master Association during the period of time that Person is an Owner, excepting, in all cases, owners of Exempt Property with respect to that property. In addition, Declarant shall also be a Member so long as it owns any property in Glenross.

V. "Occupant" -- an individual lawfully residing in a Dwelling, regardless of whether that individual is an Owner, excluding occupants of Exempt Property.

W. "Operating Assessment" -- an assessment that the Board may levy upon all residential Lots and Units in Glenross, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses.

X. "Owner" -- the record Owner, whether one or more Persons, of fee simple title to a Unit or a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest in a Unit or Lot merely as security for performance of an obligation.

Y. "Person" -- a natural individual, trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

Z. "Reserves" – funds that may be charged and collected to meet future needs of the Master Association.

AA. "Rules" – the rules and regulations governing use, occupancy and appearance of property in Glenross established by the Board from time to time.

BB. "Special Assessment" – an assessment that the Board may levy upon all Units and Lots except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of Reserves, such as costs for major capital improvement replacements and for major new capital improvements.

CC. "Turnover Date" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the time when Glenross has been fully developed, including all Additional Property added, all Improvements completed, and all Lots and Units have been sold and conveyed to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Master Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

DD. "Unit" – A discrete parcel of real property a part of Glenross identified as a "Unit" in a duly recorded declaration of condominium and shown on filed drawings for the condominium, or on duly recorded or filed amendments thereto, excluding the Golf Course.

ARTICLE II

GOALS

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

A. Promotion of the health, safety and welfare of all Owners and Occupants of property in Glenross;

B. Ownership, administration, preservation, beautification and maintenance of the Master Common Elements and all Improvements thereon;

C. Enforcement of architectural controls and restrictions as set forth herein, or elsewhere, and enforce restrictions applicable to all or any part of Glenross, excluding the Golf Course;

D. Creation of certain easements, restrictions and agreements with the Golf Course and the Golf Company;

E. Compliance with all zoning and similar governmental regulations applicable to Glenross; and

F. Provide for mandatory membership of residential Lot and Unit Owners in Glenross, as it may be constituted, from time to time, in the Master Association, and the assessment for and collection of funds to fulfill its objectives.

ARTICLE III

THE MASTER ASSOCIATION

Section 1. Purposes. The purposes of the Master Association are to:

(a) have easements and licenses with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Glenross that benefit all of Glenross and its Owners and Occupants or more than one Lot or Unit in Glenross, or generally serves the Glenross community, eventually planned to include, without limiting the generality of the foregoing, Glenross development entryway monuments and structures, and other entryway features, a community building, an outdoor swimming pool, a private drive and parking area, open space, walkway and bike paths, and such other Improvements and amenities as serve Glenross as a community, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, as determined by the Master Association's Board.

(b) administer and enforce the provisions of the Governing Documents of the Master Association, and in the Board's sole and unfettered discretion, the provisions of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any residential Lot or Unit within Glenross; and

(c) assess, collect and disburse funds necessary to fulfill these purposes.

Section 2. Membership. The Master Association is and shall be an association of all present and future Owners of Lots and Units in Glenross, from time to time, except owners of Exempt Property. Initially Members of the Master Association will consist of all Owners of Lots in the Glenross Golf Club Section 1 (also known as The Reserve at Glenross), as presently constituted, (the property described on Exhibit 1 of this Declaration) but may include the owners of such other property in Glenross, when and as the lots are created by subdivision plat and subjected to the plan hereof either by amendment hereto, by plat restriction, by deed restriction, or by subdivision declaration or amendments thereto, and the owners of Units in condominium communities when and as the Units are created by declarations of condominium and amendments thereto and the Unit Owners of property therein subjected to mandatory membership in the Master Association by the provisions thereof or amendment hereto. Those Lots and Units shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, or amendment thereto, declaration of condominium, or amendment thereto, deed restriction, or instrument of transfer or conveyance, or they become Owners by transfer, by operation of law, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Lot or Unit is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations.

Section 3. Powers; Authority; Duties. The Master Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Master Association, through its Board, shall have the power to acquire, own and convey and/or hold easements and licenses with respect to, and maintain, Master Common Elements, enforce and administer the provisions of this declaration, and amendments thereto, Rules, restrictions and covenants applicable to Glenross, require adherence by all Owners and home and condominium associations to the requirements under the Governing Documents, sue and be sued, levy and collect assessments, collect and maintain Reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes.

Section 4. Other Agreements. The Master 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 Master Association hereunder, and to delegate such powers and authority to any agent or employee of the Master Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Master Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Master Association. There shall be no requirement of any bond or surety for the Master Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Master Association. The Master Association may enter into agreements with other community, subdivision, condominium and/or master associations and/or the Golf Company pursuant to which the Master Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit Glenross or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such association to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Master Association may determine from time to time.

Section 5. Rules and Regulations. The Master Association through its Board may make and enforce reasonable Rules governing the use of the Master Common Elements, the levying and collection of assessments for the operation of the Master Association, the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Master Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Master Common Elements, for any infraction of the Governing Documents, including but not limited to the Rules, or for any infraction of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross. In addition, the Board shall have the power to seek and obtain relief in any court for violations of or to abate violations of the Governing Documents, including but not limited to the Rules, and for violations of or to abate violations of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, including but not limited to the Rules, or for the enforcement of any provision of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit whose Owner, Occupant, licensee or invitee violated the provision of the Governing Documents, including but not limited to the Rules, or for enforcing any provision of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Glenross, and the same shall be an Individual Lot/Unit Assessment against such Owner's Lot or Unit and such Owner.

Section 6. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

Section 7. Managing Agent. The Board may retain and employ on behalf of the Master Association a Manager, which may be Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

Section 8. Insurance.

(a) Fire and Extended (Special Form) Coverage. The Master Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all insurable buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Master Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

(i) shall provide that no assessment may be made against an institutional mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot or Unit, and its appurtenant interest, superior to the lien of such mortgage;

(ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor's guide:

(iii) shall be written in the name of the Master Association;

(iv) shall not be cancelled upon less than thirty (30) day written notice to the Master Association; and

(v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Master Association, its officers, directors, and Members.

(b) Liability Coverage. The Master Association shall obtain and maintain a Commercial General Liability policy of insurance with respect to all of the Master Common Elements of the Master Association or for which the Master Association can obtain such insurance insuring the Master Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Master Association, the Board, or any director, officer or other Member, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Master Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Master Association. Each such policy must provide that it may not be canceled or substantially modified by any party without at least thirty (30) days prior written notice to the Master Association.

(c) Other. The Master Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Master Association and all other Persons handling or responsible for handling funds of the Master Association, (b) officers' and directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems desirable.

(d) Use of Proceeds. In the event of damage or destruction of any portion of the Master Common Elements, the Master Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Master Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

Section 9. Condemnation. The Master Association, through its Board, shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Master Common Elements owned by the Master Association, or any portion thereof. Each Member hereby irrevocably appoints the Master Association as that Member's attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Association, to be held and used for the benefit of the Members, as determined by the Board.

Section 10. Books; Records. Upon reasonable request of any Member or any holder, insurer or guarantor of an institutional first mortgage on a Lot or Unit, the Master Association shall be required to make reasonably available during normal business for inspection by any Member or any holder, insurer, or guarantor of an institutional first mortgage on a Lot or Unit, all books, records and financial statements of the Master Association, except those items deemed privileged, protected or confidential in accordance with applicable law, rules or regulations, and includes, but is not limited to: (i) information that pertains to Glenross related personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law.

ARTICLE IV

THE MASTER COMMON ELEMENTS

Section 1. Property Subject and To Be Subject. The Master Common Elements shall consist of (i) Lot 9818 of Glenross Golf Club Section 1; (ii) those properties that have been or that are now or hereafter created by subdivision or other plat and specified thereon to be conveyed to an association of all of the Owners of property in Glenross, (iii) easements and licenses shown or noted thereon to be held by that association, (iv) all property, real and personal, and/or property rights that Declarant determines in its sole and unfettered discretion to be Master Common Elements, and so designates, and that benefits more than one Lot or Unit or that benefits all of Glenross and its Owners, or required by appropriate governmental authorities, and (v) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Master Association. It is presently contemplated that such Master Common Elements will eventually include recreation facilities such as but not limited to a community building and outdoor swimming pool, as well as a private drive and parking area, development entryway monuments and other entryway features, bike and walking trails and accessory improvements, or easements, rights or licenses with respect thereto, and signage and other development improvements identifying the development as Glenross and/or providing appropriate directional and traffic control assistance.

Section 2. Vesting of Interests. From time to time Declarant shall convey, transfer or cause to be conveyed or transferred to, or vested in, the Master Association, property and/or rights and licenses meeting the criteria set forth in Section 1 of this Article IV, whereupon the same shall be and become Master Common Elements. Additionally, easement rights to the Master Association set forth in subdivision or other plats, condominium declarations and amendments thereto and in separate instruments shall become Master Common Elements and vested in the Master Association upon the

recording of those documents. Likewise, property owned by Declarant or its successors and assigns, so designated in a subdivision or other plat to be owned by an association of all of the owners of property in Glenross, shall be conveyed to the Master Association by Declarant forthwith upon the recording of such subdivision or other plat. All such conveyances of fee interests in real property by Declarant shall be by limited warranty deed, free and clear of all encumbrances except covenants, easements and restrictions of record and the lien of general real estate taxes and installments of assessments not then due and payable. Subject to the provisions of the Governing Documents, the Master Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property transferred to it by Declarant. The Master Association shall accept "as is" the conveyance or transfer of all property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Master Common Elements, the Master Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Master Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use, accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. After any such conveyance or other transfer, the Master Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration.

Section 3. Disposition or Mortgaging of Master Common Elements. No Master Common Elements owned by the Master Association shall be disposed of except as otherwise provided or permitted in the Governing Documents, provided that, in any event, no Master Common Elements owned by the Master Association may be mortgaged or conveyed without the consent of Members exercising not less than seventy-five percent (75%) of the voting power of Members.

ARTICLE V

ARCHITECTURAL REVIEW

Section 1. Initial Construction. Forthwith upon the recording of this Declaration, Declarant shall appoint an Architectural Review Board, which shall initially consist of no fewer than three individuals, one of whom shall be a registered architect. Declarant, its successors and assigns, shall have and exercise all rights of the Architectural Review Board hereinafter set forth in this Article to (i) have architectural control with respect to Improvements a part of Master Common Elements, and (ii) review, approve or disapprove plans and specifications for all residential dwelling units whether Units or Dwellings on Lots, and all Improvements initially constructed in Glenross by builders and/or developers, until all dwelling units and other Improvements to be constructed therein or in Glenross have been constructed, or until such earlier time, as Declarant in its sole discretion, determines to assign that right to the Architectural Review Board; provided that nothing contained herein shall subject the Golf Course to the architectural review provisions or any other provisions contained in this Article V. Accordingly, and in conformity with this requirement, all references in this Article to "Architectural Review Board" shall, with respect to Improvements a part of Master Common Elements and Improvements initially installed by builders or developers in Glenross, but those only, mean and shall be construed to mean, solely Declarant, or its designated successors and assigns, and all approval procedure, rights and authorities set forth or invested herein to or with respect to the Architectural Review Board shall be applicable with respect to and vested in Declarant so long as it fulfills that function.

Section 2. Architectural Review Board. Until the Turnover Date, Declarant, subject to the foregoing, shall have the sole right to determine the number of members of the Architectural Review Board, and who those members are, and shall have the sole right and power to remove and replace those members. From and after the Turnover Date the Architectural Review Board shall be of such

number, and have such qualifications, as the Board, in its sole discretion, may from time to time designate, but the Board shall at all times endeavor to have a registered architect on the Architectural Review Board.

Section 3. Jurisdiction. From and after the time an initial Improvement approved by the Architectural Review Board has been constructed, thereafter with respect to any further Improvements, or modifications thereof, including additions, repairs, changes, alterations, and replacement of Improvements, visible to the exterior, other than Improvements a part of Master Common Elements or the Golf Course, the association of homeowners or condominium unit owners of which the property on which the Improvement is or will be located shall have the right, power and authority to receive and review all plans and specifications for the proposed change or modification of the Improvement visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property owner in Glenross, and to approve or disapprove the same. Notwithstanding the foregoing, no such review and approval shall waive the requirement, in instances in which the Architectural Review Board has jurisdiction, that approval, also be obtained from it.

Section 4. Adherence Standards. In reviewing, evaluating, and approving or disapproving any application to make, modify, alter, repair changes or replace any Improvement, the Architectural Review Board shall evaluate all site plans and architectural plans for adherence to the design guidelines established in the architectural palette, design standards and diversity standards set forth herein or promulgated pursuant hereto, and shall administer and enforce the guidelines during the construction of the Improvement. Notwithstanding any other provision hereof, no fence or mailbox shall be constructed or maintained in Glenross that does not meet the requirements regarding fences and mailboxes promulgated by the appropriate governmental authorities of the City of Delaware, if any, as well as the approval of the Architectural Review Board. Furthermore, a substantially identical style of a residence's exterior elevation shall not be duplicated on any Lot located immediately adjacent on either side of such residence or on any Lot located directly across the street from such residence (*i.e.*, if the Lot located across the street from such residence has boundary lines that intersect with the boundary lines of the Lot on which the residence is located).

Section 5. Requirement of Plan Approval. Excluding the Golf Course, the Golf Company and the Declarant, no Person shall construct, make addition to, make any change in, or repair or replace, any Improvement in Glenross, visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property Owner in Glenross, without the prior written consent of the Architectural Review Board. Each Owner covenants that no tree removal, excavation, construction or other site work which would in any way alter the property from its present state shall be commenced, no building and/or structure shall be erected, and no materials shall be stored upon any property in Glenross by any Owner or his/her/their agents, heirs, successors or assigns until the Architectural Review Board shall have approved, in writing, the plans and specifications pursuant to Section 6 of this Article. If the Architectural Review Board disapproves plans and specifications, the Owner may revise and resubmit the plans and specifications until approval is received. Approval of plans and specifications shall constitute the commitment of the Owner to make the approved Improvement according to the approved plans and specifications within a reasonable time, not to be longer than one year from the date of approval.

Section 6. Procedures.

(a) Prior to making any such Improvement the Owner or Owners of the property on which the Improvement is to be made shall submit three sets of complete building and site plans with specifications of the buildings and structures intended to be erected to the Architectural Review Board setting forth the following:

(i) the general arrangements of the interior and exterior of the building and/or structure, including plans for all floors, cross sections and elevations, including projections and wing-walls; the color and texture of the building materials and the manufacturers thereof; the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as

decorative walls, chimneys, driveways, and walkways; and the location of the building and/or structure including front, side, and rear setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography, and conformance of the Improvements with the master grading and drainage plan;

(ii) mailboxes, address markers;

(iii) landscaping, fencing, and screening;

(iv) patios, decks, gazebos, and porches;

(v) signs and parking areas;

(vi) exterior lighting plans;

(vii) swimming pools, swing sets, play areas, basketball boards, and similar improvements;

(viii) certification that the finished Improvements will conform to the adherence standards set forth in Section 4 of this Article V; and

(ix) such other information, data, and drawings as may be reasonably requested by the Architectural Review Board.

(b) Each Owner, by acceptance of a deed to a Lot, Unit or property in Glenross, further acknowledges that in considering plans and specifications submitted, the Architectural Review Board 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 Units and the effect of said proposed Improvements on the Owner's Lot or Unit with reference to its effect upon neighboring Lots and Units and the overall development of Glenross.

(c) Submitted specifications shall otherwise be prepared according to the requirements of the Architectural Review Board and the restrictions contained herein.

Section 7. Failure to Approve or Disapprove. If the Architectural Review Board fails either to approve or disapprove any such plans and specifications within forty-five (45) days after all required plans and specifications and other information has been delivered to it, it shall be conclusively presumed that the Architectural Review Board has approved the Improvements. In disapproving any Improvement and Architectural Review Board shall specify the elements which are deemed objectionable. If the Architectural Review Board disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. In addition, the Architectural Review Board reserves the right to charge for those costs and expenses incurred by the Architectural Review Board in the utilization of its architect or planner in the preparation, submission or re-submission of any Person's or Owner's plans and specifications for approval.

Section 8. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of these provisions, the Architectural Review Board shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Architectural Review Board, the variance is in the best interests of the community and is within the spirit of the standards established for Glenross. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of Glenross.

Section 9. Liability Relating to Approvals. Neither Declarant, the Master Association, the Board, the Architectural Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Architectural Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

ARTICLE VI

ASSESSMENTS

Section 1. Types of Assessments. Excluding Exempt Property and the Owners thereof with respect to that property, and Declarant or any affiliated or other organization under common control with Declarant, each residential Lot and its Owner or Owners (including, for these purposes, as a Lot, each proposed Unit in a separate parcel of real estate designed, zoned, and intended to become a residential Unit in a condominium created under Ohio law), from and after the earlier of: (i) January 1, 2006, and (ii) the time a Dwelling has been constructed thereon (or a Unit has been created of such "Lot"), and the same has been conveyed to a bona fide purchaser, for value, shall be subject to the following assessments:

(a) Operating Assessments;

(b) Special Assessments; and

(c) Individual Lot/Unit Assessments;

established, assessed, and collected, as hereinafter set forth in this Article VI, and subject to the provisions set forth herein. No Owner may gain exemption from liability for any assessment by waiving or foregoing the use or enjoyment of any of the Master Common Elements, or by abandoning that Owner's Lot or Unit.

Section 2. Operating Assessments. For the purposes of providing funds to pay:

(a) the cost of the maintenance, repair and replacement of Master Common Elements;

(b) the costs for insurance and bond premiums to be provided and paid for by the Master Association;

(c) the cost for utility services, if any, charged to or otherwise properly payable by the Master Association;

(d) the estimated amount required to be collected to maintain a general operating Reserve to assure availability of funds for normal operations of the Master Association, in an amount deemed adequate by the Board of Directors;

(e) an amount deemed adequate by the Board, in its sole discretion, to maintain a Reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which Reserves over a period of time in excess of one year ought to be maintained; and

(f) the costs for the operation, management and administration of the Master Association and the Master Common Elements, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, costs to administer and enforce the provisions hereof, fees for legal and accounting services, including legal costs to enforce the provisions here of, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Master Association not otherwise herein specifically excluded;

all of which shall constitute Common Expenses, the Board of Directors shall establish, levy, and collect Operating Assessments in accordance with the following:

(a) Establishment. Prior to the earlier of January 1, 2006, and the closing of the sale of the first Unit or Lot, with a Dwelling constructed thereon, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of the closing of that first sale, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

(b) Apportionment. For such part year, and for each calendar year thereafter, the Board shall reasonably estimate the total number of Units and Lots to be subject to the same, ascribe an equal pro rata share of such estimated Common Expenses to each such Lot and Unit, and assess each such Lot and Unit so subjected, and its Owner or Owners, an equal share.

(c) Assessment and Collection. Commencing the earlier of January 1, 2006, and the first full month after a residential Unit or a Lot with a Dwelling constructed thereon has been conveyed to a bona fide purchaser, the Lot and its Owner or Owners shall be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Unit or per Lot, determined as provided in Item (b), above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Unit or Lot became subject to Operating Assessments is to twelve.

Notwithstanding the foregoing, or any other provision hereof, in the interests of administration efficiency, instead of billing the individual Unit or Lot Owners for such shares, the Master Association may render statements for those shares to a condominium association or a homeowners association, as appropriate, and the condominium association or homeowners association, as appropriate, shall pay those shares and charge their individual Unit or Lot Owners and Lots and Units their respective shares of those Master Association charges. The lien rights and other remedies available to a condominium association, or homeowners association, as set forth in their respective governing documents, shall also be applicable to each Lot or Unit, as the case may be, and its Owners, and shall be assessed, collected and enforced by the applicable homes association or condominium association, or by the Master Association, as provided herein.

Section 3. Special Assessments. The Board may allocate to all Lots and Units subject to Operating Assessments, Special Assessments to pay for additional Common Expenses such as permitted capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of Reserves, unanticipated operating deficiencies (other than those which are to be subsidized by Declarant) or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among the Lots and Units on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

Section 4. Individual Lot/Unit Assessments. The Board may levy an Individual Lot/Unit Assessment against any Lot or Unit and the Owners thereof (other than Exempt Property and its Owners) to reimburse the Master Association for costs incurred with respect to a Lot or Unit or its Owner or Owners resulting from an act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner and administrative and enforcement charges, including attorney's fees and charges, incurred by the Master Association reasonably determined by the Board to be an Individual Lot/Unit Assessment. By way of illustration, the Board may levy an Individual Lot/Unit Assessment in the nature of an administrative charge reasonably determined by the Board against a Lot or Unit of any Owner or Owners who violate the Rules, or any provision of the Governing Documents, or who suffer or permit the Members, guests, invitees or tenants of that Owner's or Owners' Dwelling to violate the same. Upon its determination to levy an Individual Lot/Unit Assessment, the Board shall give the affected Owner or Owners written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot/Unit Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Individual Lot/Unit Assessment.

Section 5. Remedies. In the event that the Master Association itself assesses and collects Assessments, or if for any reason a homes or condominium association fails or refuses to collect and remit any Assessment levied by or on behalf of the Master Association, the Master Association may assess and collect the same, and, in any such case the following shall apply with respect thereto:

(a) Acceleration. If any installment of any Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand on notice, may call the entire balance of the assessment due.

(b) Interest; Late Charge. If the Assessment, or any portion thereof, remains unpaid for ten (10) days after it becomes due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the rate of twelve percent (12%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, including attorneys' fees, and late charge, as established by the Board.

(c) Liability for Unpaid Assessments. Each Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees and court filing fees and costs, shall become the joint and several personal obligation of the Owners of the Lot or Unit charged the same, beginning on the date the Assessment became due and payable. The Board may authorize the Master Association to institute and prosecute to completion an action at law on behalf of the Master Association against the Owner or Owners personally obligated to pay any delinquent Assessment and\or an action to foreclose the Master Association's lien or liens against a Lot or Unit for unpaid Assessments owed by that Lot or Unit and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot or Unit to the extent permitted by Ohio law.

(d) Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, including reasonable attorneys' fees, shall constitute a continuing charge in favor of the Master Association and a lien on the Lot or Unit against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Master Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot or Unit which the lien encumbers, the name of the Owner or Owners of that Lot or Unit, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any officer, authorized agent or the Manager of the Master

Association or its authorized representative. Upon the filing of the certificate, the subject Lot or Unit shall be encumbered by a continuing lien in favor of the Master Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

(e) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Lot or Unit recorded prior to the date on which such lien of the Master Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot or Unit 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 property free of any claims for unpaid Assessments against the mortgaged Lot or Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

(f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner's or those Owners' Lot or Unit, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas of Delaware County, Ohio, for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot or Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of a Assessment or portion thereof determined to be unlawful.

(g) Notice of Discharge. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the Master Association, setting forth whether the Assessments on a specified Lot or Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Master Association matters and privileges to use the Master Common Elements, and to vote, as a Member of the Master Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot or Unit.

ARTICLE VII

REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance by Master Association. Subject to the provisions hereof including but not limited to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Master Association shall, as a Common Expense, maintain, repair and replace all improvements constituting a part of the Master Common Elements owned by the Master Association and as a Common Expense, to maintain, repair and replace, or pay the cost or share thereof for maintaining, repairing and replacing improvements located within easement areas whether actually part of Glenross or part of the Golf Course or otherwise required to be maintained, repaired and/or replaced, in whole or in part, by the Master Association.

Section 2. Damage to Master Common Elements by Owner or Occupant. In the event the need for maintenance or repair of any part of any Master Common Element is caused by the negligent or intentional act of any Owner or Occupant, or that Person's licensees or invitees, or in the event any Master Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and\or replace the same and the cost thereof shall constitute an Individual Lot/Unit Assessment against such Lot or Unit and its Owner or Owners. The determination that such maintenance, repair or replacement is necessary and\or has been caused so caused, shall be made by the Board in its sole discretion. The Master Association shall be entitled to enter a Lot, Unit or the common elements of a condominium to repair or maintain any Master Common Elements.

ARTICLE VIII

GRANTS AND RESERVATION OF RIGHTS, EASEMENTS AND LICENSES

Section 1. Easement of Enjoyment of Master Common Elements. Every Owner shall have a right and easement (in common with all other Owner(s)) of enjoyment upon the Master Common Elements owned or controlled by the Master Association, other than that consisting of an easement or license which right shall be appurtenant to, and shall pass with the title to, that Person's Lot or Unit, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of enjoyment to Occupants, licensees and invitees.

Section 2. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the property subject hereto, for the purpose of performing the Master Association's rights or fulfilling its obligations set forth herein. The Master Association may enter any Unit or Lot or Improvement thereon or the common elements of a condominium or improvements thereon, to maintain, repair or replace the Master Common Elements, if necessary.

Section 3. Easement Across Property Adjacent to Golf Course. The Golf Company and the Golf Course operator shall have a license permitting and authorizing their agents and registered golfers and their caddies to enter upon a 10' strip of land on Lots, Master Common Elements, and common elements of any condominium in Glenross located contiguous to and parallel with the property line of the Golf Course, and to do every act reasonable and proper to the playing of golf on the Golf Course. Such acts shall include, but not be limited to, the recovery of golf balls from such area of the Lot, Master Common Elements and common elements of a condominium and the flight of golf balls over and upon such area of the Lot, Master Common Elements and common elements of a condominium in Glenross. No Owner or association of Unit owners or homeowners shall have any right to object to or seek the enjoining of the common and usual activities associated with the game of golf and with all the normal and usual activities of operating and maintaining a Golf Course, including the usual and common noise level created by the playing of the game of golf and operating equipment to irrigate and maintain the Golf Course. Further, no Bermuda Grass, except that of a variety recognized to be pollen free, shall be grown or permitted on any property in Glenross located adjacent to the Golf Course. Each Owner hereby acknowledges and agrees that the property in Glenross is burdened with an easement permitting golf balls unintentionally to come upon the Master Common Elements, Lots and common elements of a condominium. Each Owner by acceptance of a deed to any Lot or Unit acknowledges the possibility of personal injuries and/or property damage resulting from errant golf balls as a consequence of living in a residence situated on or near a golf course. EACH OWNER AND EACH CONDOMINIUM OR OTHER OWNERS ASSOCIATION HEREBY WAIVES AND RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE GOLF COMPANY (AND ANY PERSON RETAINED BY THE GOLF COURSE OWNER TO OPERATE THE GOLF COURSE), DECLARANT, DOMINION HOMES, INC., THE MASTER ASSOCIATION AND ANY AUTHORIZED USER OF THE GOLF COURSE FROM ANY AND ALL ACTION, CAUSE, SUIT, CLAIM OR DEMAND WHATSOEVER, IN LAW OR IN EQUITY, AS A RESULT OF PROPERTY DAMAGE OR PERSONAL INJURY TO SUCH OWNER, THEIR GUESTS, FAMILY MEMBERS, EMPLOYEES, LICENSEES OR INVITEES, CAUSED BY AN ERRANT GOLF BALL OR OTHERWISE ATTRIBUTABLE TO THE DESIGN, PLAY OR MAINTENANCE OF THE GOLF COURSE.

Declarant reserves to itself and to the Golf Company a perpetual easement in, through, under and over a 10' strip of land on Lots and all other property in Glenross located contiguous to and parallel with the property line of the Golf Course for the purpose of maintaining the Golf Course including, without limitation, any landscaping and fencing located thereon.

Section 4. Interference with Play of Golf Course. Owners of Lots bordering the Golf Course and Unit Owners and the association of unit owners in condominium communities bordering the Golf Course shall be obligated to refrain from any actions which would detract from the playing qualities of the Golf Course. During any golf tournament held at the Golf Course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering the Golf Course and Unit Owners and the association of unit owners in condominium communities bordering the Golf Course shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the Golf Course.

Section 5. Additional Golf Company Easements. The Golf Company, its employees, members, guests, invitees, contractors, subcontractors and agents are hereby granted a non-exclusive easement to use designated crossings within any public street for the purpose of access to all areas of the Golf Course. Notwithstanding the foregoing or any other provision contained herein, the Master Common Elements shall be reserved for the exclusive use of Owners. Neither the Golf Company, the Golf Course operator nor their agents and registered golfers shall have any rights with respect to the Master Common Elements, except as Declarant and the Golf Company may mutually agree with respect to reciprocal easements for the use and maintenance of parking areas and golf cart path areas.

Section 6. Restriction on Easements Adjoining Golf Course. Each Owner of a Lot or Unit, by acceptance of a deed to a Lot or Unit acknowledges and agrees that there are no light, air, access, view or similar easements or rights appurtenant to any Lot, Unit or common elements of any condominium and constituting a burden on the Golf Course or the Golf Company and nothing in this Declaration shall prevent or prohibit the Golf Company from constructing landscaping, mounding, fencing and/or other improvements on the Golf Course in such manner and locations as the Golf Company may determine.

Section 7. Utility Easements. Declarant reserves to itself, its grantees, successors and assigns an additional easement in, through, under and/or over those portions of each Lot, Master Common Element, and common elements of any condominium community, as shown on any plat of property in Glenross, including additions thereto, designated as easements, or where such rights of way are necessary for the construction, operation and maintenance of sanitary sewer, water, electricity, gas, telephone, cable television or CATV lines and conduits or any other public utility facilities, and no structure shall be erected or maintained upon any part of any Lot, Master Common Element, or common elements of any condominium over or upon which easements for the installation and maintenance of such public utilities have been granted.

ARTICLE IX

RESTRICTIONS

From time to time, as property Glenross is developed, additional restrictions and conditions will be placed on that property. The Master Association shall have the right, but not the obligation, to enforce any such restrictions and take such legal actions as are necessary or desirable, in the discretion of the Board to enforce the same. No Occupant will be permitted to maintain, own or operate a private golf cart within the Glenross. The Golf Company will operate Golf Course golf carts according to the Golf Company's rules and regulations. No carts should be driven on the streets a part of Glenross unless said operation is within clearly marked and identified golf cart corridors for purposes of traveling to and from play within the Golf Course.

ARTICLE X

GOLF COURSE

Section 1. Golf Course Restrictions. Golf Company, subject to its rights pursuant to Section 2 of this Article X, covenants and agrees that at all times, the Golf Course will be used and maintained as a golf course, including related structures and amenities such as a clubhouse, putting green, maintenance and storage facilities, shelters, etc., and for no other purpose.

Section 2. Golf Course Lands. Declarant, affiliates of Declarant and Golf Company shall be permitted to make minor adjustments to the boundaries between Lots, Master Common Elements, the Golf Course, and any other property in Glenross as the same may be constituted from time to time, in order to maximize the development of Glenross, while preserving appropriate routing and usage of the Golf Course, subject to in all cases, all required governmental approvals from the City of Delaware, Ohio.

Section 3. Golf Course Company Third Party Beneficiary. The Golf Company is a third party beneficiary of this Declaration and in such capacity is authorized to enforce the Declaration to the same extent as if it were an Owner or Declarant.

Section 4. Golf Company as Third Party Beneficiary to all other Declarations. As an inducement to the Golf Company to execute and deliver this Declaration, Declarant covenants and agrees that the Golf Company shall be a third party beneficiary to any amendment to this Declaration and any other declaration of covenants, easements, conditions, restrictions and assessments and assessment liens filed against Glenross or any portion thereof. In furtherance of the foregoing and to provide necessary protections to the Golf Company, the Golf Company shall have the right to approve any such amendment or declaration, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be granted so long as any such amendment or declaration contains substantially similar terms as those contained herein for the protection of the Golf Company and the Golf Course.

ARTICLE XI

MISCELLANEOUS

Section 1. Term. The provisions hereof shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for record with the Recorder of Delaware County, Ohio and thereafter the Declaration shall automatically renew forever for successive periods of ten (10) years each unless earlier terminated with the consent of Members exercising not less than ninety percent (90%) of the voting power of all Members.

Section 2. Enforcement. The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, the Golf Company, the Master Association, any Member, any Owner, the Board, the Architectural Review Board, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any and all other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

Section 3. Amendments.

(a) Until the Turnover Date, Declarant may in its sole and absolute discretion unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in Glenross. Such an amendment shall

not require the joinder or signature of the Master Association, other Owners, mortgagees, or any other Person.

(b) After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners have thereof consented to such amendment in writing. Such an amendment shall not require the joinder or signature of the Master Association, other Owners, mortgagees, or any other Person.

(c) Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Delaware County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Glenross. Such an amendment shall not require the joinder or signature of the Master Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

(d) After the Turnover Date, this Declaration may be amended or modified with the approval of Members holding not less than seventy-five percent (75%) of the voting power of Members, provided that the consent of the Declarant and the Golf Company shall also be required for any amendment or modification affecting their respective rights hereunder, and further provided that the consent of all Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners, the fundamental purpose for which the Master Association is organized, or the obligation of each residential Lot and Unit Owner to be a Member of the Master Association. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Master Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

(e) No amendment may remove, revoke, or modify any right or privilege of Declarant or the Golf Company without the written consent of Declarant or the Golf Company or their respective assignees of such right or privilege.

(f) As an inducement to the Golf Company to execute and deliver this Declaration, Declarant covenants and agrees with the Golf Company that all portions of Glenross hereafter developed shall be made subject to this Declaration by amendment or by a separate declaration containing substantially similar terms as those contained herein for the protection of the Golf Company and the Golf Course.

Section 4. Declarant's Rights to Complete Development. Declarant, its successors and assigns, and Dominion Homes, Inc., shall have the unrestricted right to post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within Glenross, and the right of ingress and egress through the streets, paths and walkways located in Master Common Elements

for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements on property within Glenross, and to assign these rights to a builder or builders of Dwellings in Glenross. Nothing contained herein shall limit the rights of Declarant or Dominion Homes, Inc., or require Declarant or Dominion Homes, Inc. to obtain approval to: (i) excavate, cut, fill or grade any property owned by either of them; (ii) construct, alter, remodel, demolish or replace any Improvements on any Master Common Elements or any property owned by either of them as a construction office, model home or real estate sales or leasing office in connection with the sale of any property in Glenross; or (iii) require either to seek or obtain the approval of the Master Association or the Architectural Review Board for any such activity or Improvement on any Master Common Elements or any property owned by either. Further, nothing contained herein shall limit or impair the reserved rights of Declarant or Dominion Homes, Inc. as elsewhere provided in this Declaration.

Section 5. Mortgagee Rights. Any institutional holder or insurer of a first mortgage upon any Lot or Unit, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the Lot or Unit) shall be entitled to timely written notice of:

(a) Any proposed amendment of this Declaration;

(b) Any proposed termination of the Master Association; and

(c) Any default under the provisions hereof which gives rise to a cause of action by the Master Association against the Owner of the Lot or Unit subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

As previously provided, each institutional holder or insurer of a first mortgage on any Lot or Unit shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours.

Section 6. Indemnification. The Master Association shall indemnify every officer and director of the Master Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which that individual may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and directors of the Master Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association, and the Master Association shall indemnify and forever hold each such officer and director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled by law or the provisions of any Governing Document.

Section 7. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Golf Company, and the Master Association, and the present and future owners of property in Glenross, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property and those owners' respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the owners thereof.

Section 8. Severability. If any article, section, item, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

Section 9. Enforcement; Waiver. Failure of Declarant, the Golf Company, or the Master Association or any Owner or Member to enforce any provision of this Declaration or the Governing Documents in any matter shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot or Unit, each Owner thereof is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of the provisions hereof, or other Governing Documents. The Golf Company is a third party beneficiary of this Declaration and in such capacity is authorized to enforce the Declaration to the same extent as if it were an Owner or Declarant.

Section 10. Notices. Notices, demands or other communications to an Owner shall be given in writing by personal delivery at the Unit or, in the case of a Lot, at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot or Unit as shown by the records of the Master Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot or Unit shall be deemed to be given, taken, or received by all such joint Owners.

Section 11. Exhibits. The Exhibits hereto are a part of this Declaration as if set forth in full herein.

Section 12. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

Section 13. Captions. The caption of each article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

IN TESTIMONY WHEREOF, Declarant, Tanglewood Development Company LLC, has duly caused the execution of this Declaration on its behalf on or as of the date hereafter set forth.

TANGLEWOOD DEVELOPMENT COMPANY LLC,
an Ohio limited liability company

By _____
Karl E. Billisits, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Karl E. Billisits, President of TANGLEWOOD DEVELOPMENT COMPANY LLC, an Ohio limited liability company, on behalf of said limited liability company, this 22 day of November 2004.

NOTARIAL SEAL STATE OF OHIO

T.A. WARD II
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

IN TESTIMONY WHEREOF, Golf Company has duly caused the execution of this Declaration on its behalf on or as of the date hereafter set forth solely (i) as a third party beneficiary and (ii) to evidence its agreement to comply with the terms and provisions of Article X hereof.

TANGLEWOOD GOLF COURSE COMPANY,
an Ohio corporation

By _____
Vincent Romanelli, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Vincent Romanelli, President of TANGLEWOOD GOLF COURSE COMPANY, an Ohio corporation, on behalf of said corporation, this 22 day of November 2004.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

KAREN JENKINS
Notary Public, State of Ohio
My Commission Expires November 16, 2007

This instrument prepared by Calvin T. Johnson, Jr., Esq., Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215.
DEC OF COVENANTS\GLENROSS COMMUNITY\11/22/04

EXHIBIT 1

DECLARATION OF COVENANTS, CONDITIONS, AND, RESTRICTIONS, FOR GLENROSS

Property Subjected Hereby

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lots Nine Thousand Seven Hundred Forty-Three (9743) through Nine Thousand Eight Hundred Eighteen (9818), inclusive, of Glenross Golf Club Section 1 as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Cabinet 3, Slides 456-456E, inclusive, of the records of the Recorder of Delaware County, Ohio.

EXHIBIT #2

TRACT 2
12.633 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lots 39 and 40, Quarter Township 3, Township 4, Range 18 United States Military Lands and being 8.095 acres of that tract to Harley Jay Scott in Deed Book 540, Page 740, and Deed Book 579, Page 613, tract 4, and 4.538 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 5 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 1 (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and described as follows:

Beginning, for reference, at a mag nail set in the centerline of Cheshire Road, and the northeasterly corner of Farm Lot 38 and the southeasterly corner of Farm Lot 39;

thence North 86° 27' 44" West, along said centerline of Cheshire Road, a distance of 2235.26 feet to a point:

thence North 03° 32' 16" East, a distance of 50.00 feet to an iron pin set in the northerly right-of-way line of said Cheshire Road, said iron pin also being the True Point of Beginning for the parcel herein described;

thence with said northerly right-of-way line, the following courses:

North 86° 27' 44" West, a distance of 273.19 feet to an iron pin set;

South 86° 14' 47" West, a distance of 179.54 feet to an iron pin set at the southeasterly corner of that tract of land conveyed to Judith D. Hook, Trustee in Official Record 209, Page 523 and the southeasterly corner of the tract herein described;

North 03° 37' 00" East, a distance of 964.94 feet to an iron pin set;

northeasterly with the arc to the left of a curve (Delta = 00° 06' 16", Radius = 1850.00 feet), a chord bearing and distance North 17° 38' 39" East, 3.37 feet to an iron pin set at a point of compound curvature;

thence northwardly, with the arc of a curve to the left (Delta = 14° 04' 47", Radius = 1970.00 feet) a chord bearing and distance of North 10° 39' 24" East, 482.89 feet to an iron pin set;

South 86° 23' 00" East, a distance of 275.00 feet to an iron pin set;

North 03° 37' 00" East, a distance of 100.00 feet to an iron pin set;

North 17°57'08" East, a distance of 38.27 feet to an iron pin set;

North 80° 11' 26" East, a distance of 150.00 feet to an iron pin set;

South 09° 48' 34" East, a distance of 30.00 feet to an iron pin set;

South 80° 11' 26" West, a distance of 140.00 feet to an iron pin set;

South 08° 58' 24" East, a distance of 157.25 feet to an iron pin set;

12.633 ACRES
-2-

South 00° 14' 57" East, a distance of 400.00 feet to an iron pin set;

South 00° 09' 21" West, a distance of 82.15 feet to an iron pin set;

South 05° 33' 05" West, a distance of 74.22 feet to an iron pin set;

South 13° 48' 48" West, a distance of 503.16 feet to an iron pin set;

South 03° 32' 16" West, a distance of 240.48 feet to an iron pin set;

South 86° 27' 44" East, a distance of 135.00 feet to an iron pin set;

South 03° 32' 16" West, a distance of 70.00 feet to an iron pin set at a point of curvature;

thence southwestwardly, with the arc of a curve to the right (Delta = 90°00'00", Radius of 20.00 feet), and a chord bearing and distance of South 48°32'16" West, 28.28 feet to the True Point of Beginning and containing 12.633 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on a bearing of South 86° 27' 44" East for the centerline of Cheshire Road.

STATE OF OHIO
ANTHONY W. WILLIAMS
7726
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Anthony W. Williams
Registered Surveyor No. 7726

AWW:cev/dec03

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☒ Municipal Approval Required
Delaware County Engineer

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY _____ DATE 1/15/04

APPROVED FOR
Transfer
Chris Bauserman
Delaware County Engineer

APPROVED FOR
Transfer
Chris Bauserman
Delaware County Engineer

TRACT 3
36.617 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lots 39 & 40, Quarter Township 3, Township 4, Range 18 United States Military Lands, and being 7.975 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 5 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 1, 3.722 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 2 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 2, 17.934 acres of that tract as conveyed to M. Marsena Scott in Deed Book 451, Page 735, tract 5 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 1, 0.020 acre as conveyed to Harley J Scott in Deed Book 540, Page 740, and Deed Book 579, Page 613, tract 4, and 6.966 acres of that tract as conveyed to Harley Jay Scott in Deed Book 546, Page 201, and Deed Book 579, Page 613, tract 5, (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and described as follows:

Beginning, for reference, at a mag nail set in the centerline of Cheshire Road, at the northeasterly corner of Farm Lot 38 and the southeasterly corner of Farm Lot 39:

thence North 86° 27' 44" West, with the centerline of Cheshire Road and the southerly line of Farm Lot 39, , a distance of 570.03 to a point;

thence North 03° 32' 16" East, a distance of 50.00 feet to an iron pin set in the northerly right-of-way line of Cheshire Road. Said iron pin being The True Point of Beginning for the tract herein described:

thence North 86° 27' 44" West, with said northerly right-of-way line, a distance of 1250.14 feet to an iron pin set at the southeasterly corner of a tract of land as conveyed to Harley Jay Scott in Deed Book 477, Page 685, and Deed Book 579, Page 617;

thence with the lines common to said Harley Jay and M. Marsena Scott tract and said Harley Jay Scott tract, the following courses:

North 03° 31' 20" East, a distance of 280.62 feet to an iron pin set;

North 86° 28' 40" West, a distance of 165.00 feet to an iron pin set;

thence South 03° 31' 20" West, a distance of 280.57 feet to an iron pin set in the northerly right-of-way line of said Chester Road;

thence North 86° 27' 44" West, with said right-of-way line, a distance of 150.09 feet to an iron pin set in at a point of curvature;

thence northwesterly, with said curve to the right (Delta = 90° 00' 00", Radius = 20.00), a chord bearing and distance of North 41° 27' 44" West, 28.28 feet to an iron pin set at a point of tangency;

thence across said Scott tract, the following courses:

North 03° 32' 16" East, a distance of 70.00 feet to an iron pin set;

South 86° 27' 44" East, a distance of 145.00 feet to an iron pin set;

North 03° 32' 16" East, a distance of 245.17 feet to an iron pin set;

36.617 ACRES
- 2 -

North 11° 46' 35" East, a distance of 82.55 feet to an iron pin set;
North 14° 06' 44" East, a distance of 323.90 feet to an iron pin set;

North 09° 32' 24" East, a distance of 89.54 feet to an iron pin set;

North 04° 53' 02" East, a distance of 89.55 feet to an iron pin set;

North 00° 14' 57" West, a distance of 484.90 feet to an iron pin set;

North 01° 02' 00" West, a distance of 90.54 feet to an iron pin set;

North 09° 48' 34" West, a distance of 248.94 feet to an iron pin set;

South 85° 12' 57" West, a distance of 135.40 feet to an iron pin set;

northeasterly, with the arc of a curve to the right (Delta = 57° 11' 44", Radius = 320.00 feet), a chord bearing and distance of North 23° 48' 49" East, 306.34 feet to an iron pin set;

South 37° 35' 19" East, a distance of 140.00 feet to an iron pin set;

North 61° 51' 15" East, a distance of 59.06 feet to an iron pin set;

North 80° 24' 11" East, a distance of 59.12 feet to an iron pin set;

South 86° 14' 09" East, a distance of 971.89 feet to an iron pin set;

South 02° 13' 35" East, a distance of 102.85 feet to an iron pin set;

South 19° 07' 09" West, a distance of 65.46 feet to an iron pin set;

South 39° 30' 01" West, a distance of 65.46 feet to an iron pin set;

South 40° 18' 32" East, a distance of 140.00 feet to an iron pin set;

southwesterly, with the arc of a curve to the right (Delta = 06° 10' 47", Radius = 325.00 feet), a chord bearing and distance of South 52° 46' 51" West, 35.04 feet to an iron pin set;

North 34° 07' 45" West, a distance of 139.21 feet to an iron pin set;

South 61° 09' 41" West, a distance of 481.91 feet to an iron pin set;

South 59° 05' 05" West, a distance of 102.09 feet to an iron pin set;

South 42° 19' 09" West, a distance of 102.59 feet to an iron pin set;

South 30° 59' 47" West, a distance of 102.59 feet to an iron pin set;

South 18° 56' 35" West, a distance of 102.47 feet to an iron pin set;

South 03° 30' 41" West, a distance of 1015.45 feet to an iron pin set;

36.617 ACRES
- 3 -

South 86° 27' 44" East, a distance of 540.00 feet to an iron pin set;
North 03° 30' 41" East, a distance of 693.06 feet to an iron pin set;

North 21° 04' 28" West, a distance of 126.11 feet to an iron pin set;

North 46° 53' 35" West, a distance of 146.52 feet to an iron pin set;

North 03° 54' 09" East, a distance of 115.50 feet to an iron pin set;

North 45° 00' 26" East, a distance of 62.34 feet to an iron pin set;

North 61° 09' 41" East, a distance of 420.97 feet to an iron pin set;

South 28° 50' 19" East, a distance of 15.00 feet to an iron pin set;

South 61° 09' 41" West, a distance of 140.00 feet to an iron pin set;

South 28° 50' 19" East, a distance of 395.09 feet to an iron pin set;

South 02° 25' 02" East, a distance of 62.78 feet to an iron pin set;

South 03° 30' 41" West, a distance of 805.00 feet to an iron pin set;

South 86° 29' 19" East, a distance of 140.00 feet to an iron pin set;

South 03° 30' 41" West, a distance of 79.98 feet to an iron pin set in the northerly right-of-way line of said Cheshire Road, at a point of curvature;

thence southwesterly, with the arc of a curve to the right (Delta = 90° 01' 35", Radius = 20.00 feet), with said northerly right-of-way line, a chord bearing and distance of South 48° 31' 28" West, 28.29 feet to the True Point of Beginning, containing 36.617 acres of land more or less, 27.664 acres being located in Farm Lot 39, and 8.953 acres located in Farm Lot 40.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on a bearing of South 86° 27' 44" East for the centerline of Cheshire Road.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Anthony W. Williams
Registered Surveyor No. 7726

STATE OF OHIO
ANTHONY W. WILLIAMS
7726
REGISTERED
PROFESSIONAL SURVEYOR

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☒ Municipal Approval Required
Delaware County Engineer

AWW:cev/dec03

APPROVED FOR
Transfer
Chris Bauserman

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY _____ DATE 1/15/01

TRACT 4
32.866 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lots 39 & 40, Quarter Township 3, Township 4, Range 18 United States Military Lands, and being 5.379 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 2, and Harley Jay Scott in Official Record 57, Page 15, tract 2, 2.909 acres of that tract to Harley Jay Scott in Deed Book 452, Page 298, Deed Book 520, Page 312, tract 1, and Deed Book 579, Page 613, tract 1, 15.206 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 1 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 3, 0.017 acre of that tract to Harley Jay Scott in Deed Book 460, Page 261, Deed Book 520, Page 312, tract 3, and Deed Book 579, Page 613, tract 3, and 9.355 acres of that tract to M. Marsena Scott in Deed Book 451, Page 735, tract 4 and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 4, (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and described as follows:

Beginning, for reference, at a mag nail set in the centerline of Cheshire Road, at the northeasterly corner of Farm Lot 38 and the southeasterly corner of Farm Lot 39:

thence North 03° 30' 41" East, a distance of 50.00 feet to an iron pin set in the northerly right-of-way line of Cheshire Road and the southeast corner of said Scott tract and the southwest corner of a tract of land as conveyed to Timothy Dale McNamara and Annette J. McNamara by Deed Book 550, Page 586 and Deed Book 553, Page 553 said iron pin also being the True Point of Beginning for the parcel herein described:

thence North 86° 27' 44" West, with said northerly right-of-way line, a distance of 470.01 feet to an iron pin set at a point of curvature;

thence northwesterly, with the arc of a curve to the right (Delta = 89° 58' 25", Radius = 20.00 feet), a chord bearing and distance of North 41° 28' 32" West, 28.28 feet to an iron pin set at a point of tangency;

thence across said Scott tract, the following courses:

North 03° 30' 41" East, a distance of 79.02 feet to an iron pin set;

South 86° 29' 19" East, a distance of 140.00 feet to an iron pin set;

North 03° 30' 41" East, a distance of 900.52 feet to an iron pin set;

North 11° 58' 39" West, a distance of 207.31 feet to an iron pin set;

North 49° 23' 41" West, a distance of 85.44 feet to an iron pin set;

North 28° 50' 19" West, a distance of 160.00 feet to an iron pin set;

South 61° 09' 41" West, a distance of 140.00 feet to an iron pin set;

North 28° 50' 19" West, a distance of 253.10 feet to an iron pin set at a point of curvature;

northerly, with the arc a curve to the right, (Delta = 82° 54' 30", Radius = 20.00 feet) a chord bearing and distance of North 12° 36' 56" East, 26.48 feet to an iron pin set at a point of reverse curvature;

northerly, with the arc of a curve to the left, (Delta = 73° 36' 55", Radius = 385.00 feet), a chord bearing and distance of North 17° 15' 44" East, 461.33 feet to an iron pin set at a point of tangency;

North 19° 32' 43" West, a distance of 98.22 feet to an iron pin set at a point of curvature;

northerly, with the arc of a curve to the right (Delta = 78° 27' 47", Radius = 20.00 feet), a chord bearing and distance of North 19° 41' 10" East, 25.30 feet to an iron pin set at a point of reverse curve to the left;

northeasterly, with the arc a curve to the left (Delta = 55° 33' 43", Radius = 230.00 feet), a chord bearing and distance of North 31° 08' 12" East, 214.40 feet to an iron pin set at point of tangency;

North 03° 21' 21" East, a distance of 364.79 feet to an iron pin set;

South 86° 38' 39" East, a distance of 105.99 feet to an iron pin set;

North 81° 47' 44" East, a distance of 99.69 feet to an iron pin set;

North 76° 02' 57" East, a distance of 158.72 feet to an iron pin set;

South 89° 23' 18" East, a distance of 62.33 feet to an iron pin set;

South 67° 08' 42" East, a distance of 123.18 feet to an iron pin set;

South 33° 48' 54" East, a distance of 121.94 feet to an iron pin set;

South 07° 28' 08" East, a distance of 128.86 feet to an iron pin set;

South 03° 30' 41" West, partly with the westerly line of said McNamara tract, a distance of 2475.85 feet to the True Point of Beginning and containing 32.866 acres of land more or less 16.570 acres being in Farm Lot 40, 16.296 acres being in Farm Lot 39.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on a bearing of South 86° 27' 44" East for the centerline of Cheshire Road.

STATE OF OHIO
ANTHONY W. WILLIAMS
7726
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Anthony W. Williams
Registered Surveyor No. 7726

AWW:cev/dec03

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☒ Municipal Approval Required
Delaware County Engineer

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY _____ DATE 1/15/04

APPROVED FOR
Transfer
Chris Bauserman
Delaware County Engineer

Page 2 of 2

TRACT 6
78.328 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lot 38, Quarter Township 3, Township 4 Range 18, United States Military Lands and being 65.913 acres of that tract to M. Marsena Scott in Deed Book 323, Page 534, and as conveyed to Harley Jay Scott in Official Record 57, Page 15, tract 5, and 12.415 acres of that tract to M. Marsena Scott in Deed Book 451, Page 733, and Official Record 50, Page 1374, (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and described as follows:

Beginning, for reference, at a mag nail set in the centerline of Cheshire Road at the common corner to Farm Lots 39, 38, 26 and 27, at the northwesterly corner of that tract of land as conveyed to James W. Johnson and Julie A. Johnson of record in Deed Book 647, Page 215 and Deed Book 658, Page 132;

thence South 03° 42' 22" West, with the westerly line of said Johnson tract and the common line between Farm Lots 27 and 38, a distance of 50.00 feet to an iron pin set in the southerly right-of-way line of said Cheshire Road, at the True Point of Beginning for this description;

thence South 03° 42' 22" West, with said common Farm Lot line, partly with the westerly line of said Johnson tract and partly with the westerly line of that tract as conveyed to Robert B. Barrow, Trustee in Official Record 8, Page 478, a distance of 1613.57 feet to a stone found at the southwesterly corner of said Barrows tract and the common corner of Lots 27, 28, 37 and 38 the northeasterly corner of that tract of land as conveyed to Lee Family Partnership in Deed Book 592, Page 370;

thence North 85° 51' 14" West, with the northerly line of said Lee Family Partnership and the common line between Farm Lots 37 and 38, a distance of 2669.61 feet to a ¾ inch iron pin found at the northwesterly corner of said Lee Family Partnership in the easterly line of Farm Lot 20, quarter township 4, Township 4, Range 19, United States Military Lands, being the easterly line of that tract of land as conveyed to Richard E. Severance in Deed Book 661, Page 615;

thence North 03° 06' 33" East, with the easterly line of said Farm Lot 20, partly with the easterly line of said Severance tract and partly with the easterly line of that tract as conveyed to Sandra K. Starr of record in Deed Book 568, Page 279, a distance of 1561.71 feet to an iron pin set in the southerly right-of-way line of said Cheshire Road;

thence with said southerly right-of-way line, the following courses:

North 86° 14' 47" East, a distance of 185.45 feet to an iron pin set;

South 86° 27' 44" East, a distance of 286.81 feet to an iron pin set;

South 03° 32' 16" West, a distance of 95.00 feet to an iron pin set at a point of curvature;

southerly, with the arc of a curve to the left, (Delta = 13° 47' 03", Radius = 780.00 feet) a chord bearings and distance of South 03°21'16" East, 187.20 feet to an iron pin set at a point of tangency;

South 10° 14' 48" East, a distance of 400.00 feet to an iron pin set;

South 16° 28' 00" East, a distance of 55.00 feet to an iron pin set;

Page 8 of 10

South 00° 30' 00" West, a distance of 383.65 feet to an iron pin set;

North 83° 53' 51" East, a distance of 697.37 feet to an iron pin set;

South 76° 53' 00" East, a distance of 353.77 feet to an iron pin set;

North 02° 25' 00" West, a distance of 417.78 feet to an iron pin set;

South 78° 35' 00" West, a distance of 310.76 feet to an iron pin set;

South 89° 24' 00" West, a distance of 342.29 feet to an iron pin set;

South 09° 25' 00" West, a distance of 90.15 feet to an iron pin set;

North 87° 32' 00" West, a distance of 240.00 feet to an iron pin set;

North 21° 53' 29" West, a distance of 193.45 feet to an iron pin set;

North 10° 14' 48" West, a distance of 365.00 feet to an iron pin set;

North 79° 45' 12" East, a distance of 110.00 feet to an iron pin set;

North 10° 14' 48" West, a distance of 65.00 feet to an iron pin set;

North 71° 02' 55" East, a distance of 105.00 feet to an iron pin set;

North 20° 17' 59" West, a distance of 105.00 feet to an iron pin set;

North 86° 27' 44" West, a distance of 175.00 feet to an iron pin set;

North 03° 32' 16" East, a distance of 75.00 feet to an iron pin set;

South 86° 27' 44" East, a distance of 1605.28 feet to an iron pin set;

South 03° 30' 41" West, a distance of 275.27 feet to an iron pin set;

South 37° 45' 01" West, a distance of 135.42 feet to an iron pin set;

South 24° 30' 00" West, a distance of 255.00 feet to an iron pin set;

South 09° 18' 00" West, a distance of 510.00 feet to an iron pin set;

South 58° 43' 22" East, a distance of 456.83 feet to an iron pin set;

North 03° 42' 22" East, a distance of 550.00 feet to an iron pin set;

North 20° 36' 50" East, a distance of 574.61 feet to an iron pin set;

North 13° 35' 00" East, a distance of 250.00 feet to an iron pin set;

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☒ Municipal Approval Required

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO

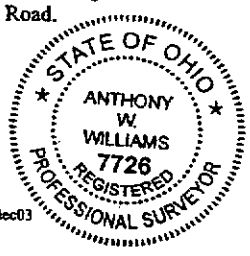
APPROVED FOR
Transfer
Chris Bauserman
Delaware County Engineer

thence South 86°27'44" East, a distance of 150.00 feet to the Point of Beginning, containing 78.328 acres of land, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on a bearing of South 86° 27' 44" East for the centerline of Cheshire Road.



EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Anthony W. Williams
Registered Surveyor No. 7726

AWW:cev/dec03

GLENROSS GOLF CLUB

EXHIBIT 3

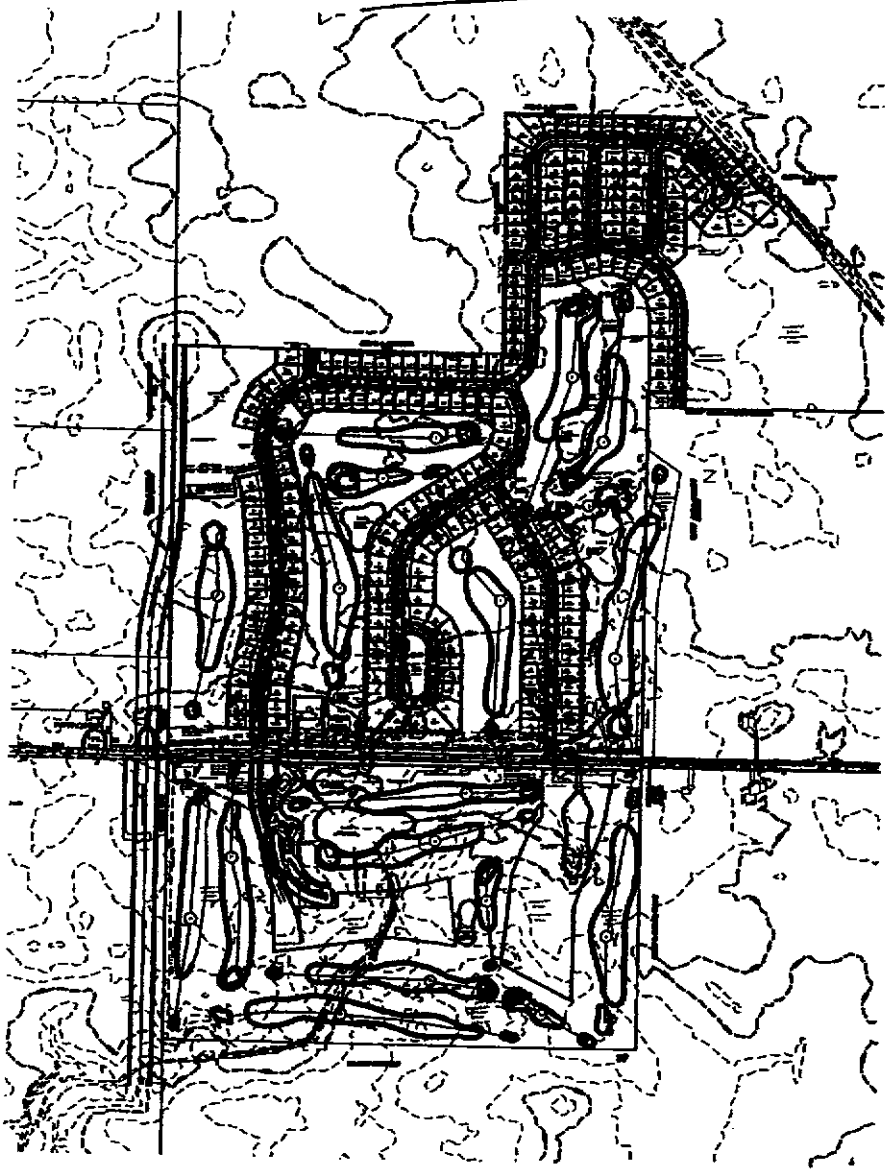


EXHIBIT B-6

DEVELOPMENT PLAN

EXHIBIT B-7

REFERENCE CODE CHAPTERS

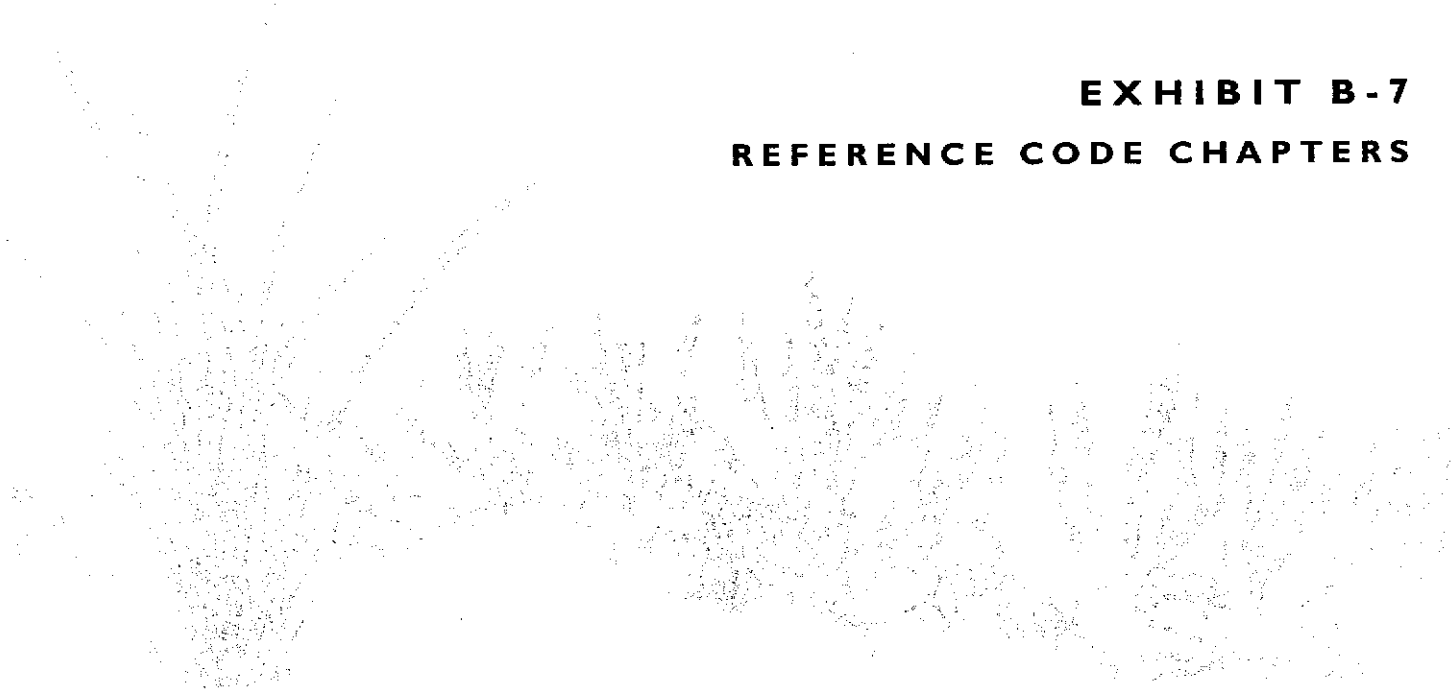


EXHIBIT B-7

COMMUNITIES AT GLENROSS
PMU DEVELOPMENT TEXT

REFERENCED DELAWARE ZONING CODE CHAPTERS

Chapter 1148 – Conditional Use Regulations

Chapter 1156 – Accessory Use Regulations

Chapter 1166 – Landscaping and Screening Regulations

Chapter 1171 – Design Criteria and Performance Standards

Chapter 1148
Conditional Use Regulations

1148.01 Purpose.
1148.02 General criteria for all conditional uses.
1148.03 Specific standards for conditional uses.
1148.04 Lot requirements for conditional uses in all Districts.
1148.05 Supplemental regulations for specific conditional uses.

SECTION 1148.01 PURPOSE.

In recent years, the characteristics and impacts of an ever-increasing number of new and unique uses, together with the broadening of numerous conventional uses, have fostered the development of more flexible regulations designed to accommodate these activities in a reasonable and equitable manner, while safeguarding both the property rights of all individuals and the health, safety, and general welfare of the community. Toward these ends, it is recognized that this Ordinance should provide for more detailed evaluation of each use listed as a conditional use in a specific residential district with respect to such considerations as location, design, size, method(s) of operation, intensity of use, requirements for public facilities, and traffic generation. Accordingly, conditional use permits shall conform to the procedures and requirements of Chapter 1129.

SECTION 1148.02 GENERAL CRITERIA FOR ALL CONDITIONAL USES.

A conditional use, and uses accessory to such conditional use, shall be permitted in a district only when specified as a conditional use in such district, and only if such use conforms to the following general criteria, and the specific conditions, standards and regulations set forth in Sections 1148.03 through 1148.06.

The Director of Planning and Community Development shall review each submitted application to determine compliance with the submission requirements, namely these general criteria, the specific standards, and the supplemental regulations for specific uses. If the application is deemed insufficient, the Director of Planning and Community Development shall notify the applicant within ten (10) business days of receiving such application of necessary changes or additional information needed. When the application is deemed complete and the application fee has been paid, the Director of Planning and Community Development shall officially accept the application for consideration of the action(s) requested on the date such determination is made. (ORD 02-107 Passed August 26, 2002)

The Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following criteria and shall find adequate evidence that the use as proposed satisfies the following criteria:

(a) Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area.
(b) Will not be detrimental to property values in the immediate vicinity.
(c) Will not restrict or adversely affect the existing use of the adjacent property owners.
(d) Will be designed and constructed so that all access drives, access points to public streets, driveways, parking and service areas shall be in compliance with the regulations set forth in Chapter 1161.
(e) Will be properly landscaped in accordance with Chapter 1166.
(f) That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.
(g) That the establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
(h) That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

(i) That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety.

(j) That the establishment of the conditional use will not be detrimental to the economic welfare of the community by creating excessive additional requirements or public cost for public facilities such as police, fire and schools.

(k) That there is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible.

SECTION 1148.03 SPECIFIC STANDARDS FOR CONDITIONAL USES.

In addition to the general criteria established in Section 1148.02, the following specific conditions pertaining to each use or group of uses shall apply.

(a) Supplementary Conditions and Safeguards. Nothing in these regulations shall prohibit the Planning Commission from prescribing supplementary conditions and safeguards in addition to the requirements of this Chapter, including limiting hours of operation, in order to ensure compliance with the criteria set forth in Section 1148.02.

(b) Conformance with District Regulations. A conditional use shall conform to the regulations of the district in which it is located and to other substantive requirements of this Zoning Ordinance, as well as satisfy the conditions, standards and requirements of this Chapter. Whenever the provisions of the conditional use regulations differ from the district regulations, the provisions of this Chapter shall prevail, unless clearly indicated differently in the regulations. When no standard has been specified in this Chapter, the applicable district regulation shall govern.

(c) Re-Application Waiting Period: If a conditional use permit expires or is denied, an application for the same conditional use category may not be submitted for a period of at least six (6) months after the date of the expiration or denial. (ORD 04-91 Passed 6-14-04)

(d) Automatic Expiration of a Conditional Use Permit: If the approval conditions of a conditional use permit are not met or are violated, the conditional use permit shall expire automatically as of the moment that the approval conditions are not met or are violated. (ORD 04-91 Passed 6-14-04)

SECTION 1148.04 LOT REQUIREMENTS FOR CONDITIONAL USES IN ALL DISTRICTS.

(ORD 03-77 Passed September 22, 2003)

Schedule 1148.04 sets forth regulations governing minimum lot area, minimum lot width and minimum yard requirements for principal and accessory buildings and parking areas for conditional uses in all districts. Supplemental requirements pertaining to such uses are set forth in Section 1148.05.

Schedule 1148.04
LOT REQUIREMENTS FOR CONDITIONAL USES IN ALL DISTRICTS

Conditional Use	Minimum Lot Regulations		Minimum Building Setbacks		Minimum Parking Setbacks	
	Area	Width	Front	Side/ Rear	Front	Side/ Rear
1. Adult entertainment	See Chapter 1155					
2. Airport & airport related uses (See Chapter 1147)	(a)	(a)	(a)	(a)	NP	(a)
3. ATM	NA	NA	(a)	(a)	NP	(a)
4. Automotive sales and rental (See Chapter 1143)	3 ac	200 ft	(a)	(a)	NP	(a)
5. Automotive service station (See Chapter 1143)	(a)	(a)	(a)	(a)	NP	(a)
6. Car wash	(a)	(a)	(a)	(a)	NP	(a)

NP = Not permitted NA = Not Applicable (a) Shall comply with the District regulations

Conditional Use	Minimum Lot Regulations		Minimum Building Setbacks		Minimum Parking Setbacks	
	Area	Width	Front	Side/ Rear	Front	Side/ Rear
7. Cemetery	10 ac	400 ft	100 ft	50 ft	NP	20 ft
8. Congregate care facility	(a)	(a)	(a)	(a)	NP	20 ft
9. Day care center, child/adult	(a)	(a)	(a)	(a)	NP	20 ft
10. Density-bonus multi-family development	(a)	(a)	(a)	(a)	(a)	(a)
11. Distribution facility/truck terminal	(a)	(a)	(a)	(a)	NP	(a)
12. Drive-thru facility associated with permitted use	(a)	(a)	(a)	(a)	NP	NA
13. Funeral home & related facilities	1 ac	(a)	(a)	(a)	NP	(a)
14. Gasoline station (See Chapter 1143)	(a)	(a)	(a)	(a)	NP	(a)
15. Gated residential development (ORD 02-54 Passed June 10, 2002)	(a)	(a)	(a)	(a)	(a)	(a)
16. Golf course/country club						
(a) 18 holes of golf	160 ac	300 ft	100 ft	100 ft	NP	100 ft
(b) No golf course	5 ac	300 ft	100 ft	100 ft	NP	100 ft
17. Heliport	(a)	(a)	(a)	(a)	NP	(a)
18. Hospital	30 ac	300 ft	(a)	(a)	NP	(a)
19. Hotel/motel with restaurant	5 ac	150 ft	(a)	(a)	NP	(a)
20. Indoor recreation/entertainment	1 ac	(a)	(a)	(a)	NP	(a)
21. Junk yard	(a)	(a)	(a)	(a)	NP	(a)
22. Kennels	5 ac	300 ft	100 ft	50 ft	NP	20 ft
23. Library	2 ac	120 ft	40 ft	40 ft	NP	20 ft
24. Manufacture of products from raw materials	5 ac	300 ft	(a)	(a)	NP	(a)
25. Mobile home park	(See Chapter 1140)					
26. Multiple-family dwelling	(a)	(a)	(a)	(a)	NP	(a)
27. Nursing home	(a)	(a)	(a)	(a)	NP	20 ft
28. Outdoor display (See Chapter 1143)	(a)	(a)	(a)	(a)	NP	(a)
29. Outdoor recreation and amusement	1 ac	100 ft	(a)	(a)	NP	(a)
30. Outdoor storage (See Chapter 1143)	(a)	(a)	(a)	(a)	NP	(a)
31. Places of worship	2 ac	120 ft	40 ft	40 ft	NP	20 ft

NP = Not permitted NA = Not Applicable (a) Shall comply with the District regulations

Conditional Use	Minimum Lot Regulations		Minimum Building Setbacks		Minimum Parking Setbacks	
	Area	Width	Front	Side/ Rear	Front	Side/ Rear
32. Public cultural institutions & art galleries	2 ac	120 ft	40 ft	40 ft	NP	20 ft
33. Public parks and playgrounds	½ ac	100 ft	40 ft	25 ft	NP	20 ft
34. Public safety and service facilities (local service)	2 ac	120 ft	40 ft	40 ft	NP	20 ft
35. Public utility substation or distribution facility	None	None	(a)	(a)	NP	NP
36. Recreation facility (non-commercial)	2 ac	120 ft	40 ft	40 ft	NP	20 ft
37. Recycling facility	(a)	(a)	(a)	(a)	NP	(a)
38. Residential uses as conversions from warehouse and retail uses	(a)	(a)	(a)	(a)	NP	(a)
39. Residential care facility for 6 to 8 persons	(a)	(a)	(a)	(a)	NP	(a)
40. Residential care facility for 9 or more persons	½ ac	100 ft	40 ft	25 ft	NP	20 ft
41. Retail development with a minimum gross floor area of 100,000 square feet or greater (ORD 04-42 Passed 03/22/04)	(a)	(a)	(a)	(a)	(a)	(a)
42. Schools, public or private	15 ac	120 ft	40 ft	40 ft	NP	20 ft
43. Schools – trade, business and cultural arts	15 ac	120 ft	40 ft	40 ft	NP	20 ft
44. Single-family dwelling	(a)	(a)	(a)	(a)	(a)	(a)
45. Sororities and fraternities for college men and women	½ ac	100 ft	40 ft	25 ft	NP	20 ft
46. Stables	5 ac	300 ft	200 ft	200 ft	NP	20 ft
47. Storage (aboveground) of flammable liquids	(a)	(a)	(a)	(a)	NP	(a)
48. Taxidermy shop	(a)	(a)	(a)	(a)	NP	(a)
49. Terminal – bus, cab	(a)	(a)	(a)	(a)	NP	(a)
50. Truck garden & related field crops, nursery, greenhouse	10 ac	400 ft	100 ft	50 ft	NP	20 ft
51. Veterinarian hospital	(a)	(a)	(a)	(a)	NP	(a)
52. Wireless telecommunication facility	See Chapter 1181					

NP = Not permitted NA = Not Applicable (a) Shall comply with the District regulations

SECTION 1148.05 SUPPLEMENTAL REGULATIONS FOR SPECIFIC USES.

The following are specific conditions, standards and regulations for certain conditional uses and are in addition to the criteria and standards set forth in Sections 1148.02 through 1148.05.

(a) ATM. An automatic teller machine (ATM), which is located in a separately enclosed, stand-alone building and which offers drive-thru or walk-up accessibility, may be permitted as a conditional use in compliance with the following:

(1) Such facility shall be located so as to be the least disruptive to pedestrian and vehicular traffic.

(2) There shall be adequate and safe standing space for persons waiting to use the facility.

(b) Automotive Sales and Rental.

(1) A service garage, leasing department and other activities, including cleaning, servicing and repair, customarily incidental to an automobile dealer shall be permitted provided these activities are conducted in a wholly enclosed building.

(2) No junk, inoperative or unlicensed vehicle, except for the inventory of new or used cars for sale, shall be permitted to remain outside an enclosed building for more than forty-eight (48) hours.

(3) Display of vehicles for sale shall be located on a paved surface and shall comply with the parking setback requirements of Section 1143.06.

(4) Lighting for all areas used for the outdoor display of automobiles shall be in accordance with a lighting plan approved by the Planning Commission pursuant to Section 1171.05.

(c) Car Wash.

(1) The facility shall be located in an area covered by a roof.

(2) The area of the facility shall be located so as to utilize the maximum amount of the lot for the purpose of containing the waiting line of cars prior to the time the cars or other vehicles are actually serviced.

(3) A car wash establishment may be combined with a gasoline station or automotive service station provided that the minimum lot area for the combined uses is a minimum of 50,000 square feet.

(d) Cemetery.

(1) Interior drives shall be installed, including the required pavement, as development progresses and as indicated in the final plans approved by the Planning Commission.

(2) Sufficient parking spaces shall be provided throughout the cemetery so as not to hinder traffic flow.

(3) No gravesite shall be located within fifty (50) feet of a public street right-of-way or residential property line.

(4) No building such as a mausoleum shall be located within 100 feet of a public street right-of-way or residential property line.

(e) Congregate Care Facility/Nursing Home.

(1) A congregate care facility may include one or more of the following types of residential facilities:

A. Independent living with congregate dining facilities;

B. Assisted living; or

C. Nursing care.

(2) The development plan shall indicate the parking and emergency entrances or exits and other safety precautions, ambulance entrances and drives and loading and delivery areas.

(f) Conversion of Single-Family Dwelling to Multiple-Family Dwelling. The conversion of a single-family dwelling unit to a multiple-family dwelling unit shall comply with the following:

(1) The building shall maintain its single-family appearance.

(2) The minimum floor area per dwelling shall approximate the prevailing floor area of the single-family dwellings in the vicinity.

(3) The combined number of parking spaces required for all units shall be provided, and all parking spaces shall be accommodated in the rear or side yard and shall be screened from the view from adjacent single-family residences.

(4) The original design elements of the single-family dwelling shall not be significantly or noticeably changed by alteration to incorporate an apartment unit within the dwelling.

(5) No outside stairways shall be permitted except for emergency access. When such stairways are necessary, they shall be constructed as a compatible design element and shall be located in the rear of the principal structure.

(g) Day Care Center, Child or Adult.

(1) For the protection of children and adults enrolled in the day care center, all outdoor activity areas shall be adequately enclosed by a fence at a height approved by the Planning Commission and City Council. An entry gate shall be securely fastened.

(2) A drop-off/pick-up location that will not impede traffic on or off the site shall be provided to ensure the safety of the children and adults.

(3) The location and design of the day care center shall provide for the protection of the patrons from the traffic, noise, and other hazards of the area and/or the arterial street location.

(4) If a day care center is within a place of worship or other institutional use, it should comply with the regulations for the primary building and the applicable regulations of this section.

(h) Distribution Facility/Truck Terminal. A facility is considered to be a distribution facility or truck terminal when the area devoted to outdoor storage of fleet vehicles is greater than twenty-five percent (25%) of the ground floor area of the principal building.

(1) Such facilities shall be located on an arterial street.

(2) All vehicular access shall be provided via the arterial street, and shall be designed so as not to create an interference with traffic on surrounding public streets or roads.

(3) All truck parking, waiting and stacking areas shall comply with the building setback requirements for the district in which the facility is located.

(4) In the M-1 District, the area devoted to truck parking, waiting and stacking areas shall not exceed 100% of the ground floor area of the principal building.

(i) Drive-thru Facility Associated with Principal Use.

(1) Such facilities shall be located in an area least disruptive to pedestrian or vehicular traffic.

(2) Any proposed loud speaker system shall be approved as part of the development plan.

(j) Gated Residential Development. (ORD 02-54 Passed June 10, 2002)

(1) Gated entrances shall only be located on a private street.

(2) Gated entrances shall not be locked and shall open electronically as a vehicle approaches the gate, as approved by the fire chief and the police chief. Gates shall never be locked.

(3) The gate and its structure (including all appurtenances) shall be a muted color that is complimentary to the character of the development, including building architectural style and materials, landscaped entry features, and decorative fencing.

(4) The gate and attached fencing shall have an opacity of not less than 50 percent and shall not exceed a height of four feet, as measured from the drive.

(5) So that stacking problems are minimized, gates shall not be located within 75 feet of a public right-of-way.

(k) Golf Course/Country Club. All principal buildings of golf courses and county clubs shall be located not less than 200 feet from any residential lot line.

(l) Heliport. Heliports shall be sited and planned in accordance with all Ohio Department of Transportation (ODOT – Office of Airports) and Federal Aviation Administration (FAA) requirements and recommended design guidelines.

(m) Indoor Recreation and Entertainment Indoor recreation and entertainment facilities, such as an indoor theater, bowling alley, arcade, billiard parlor, assembly hall or party center, shall comply with the noise standards set forth in Chapter 1171. In order to minimize any effects of the above, the Planning Commission may require additional noise reduction measures to assure that

the level of noise is no more than the prevailing noise levels of other permitted uses in the district.

(n) Junk Yard.

(1) The facility shall be sited so as to minimize the potential impacts such as noise and odor on neighboring properties.

(2) All outdoor activities and storage associated with the operation of a junk yard shall be completely enclosed by a solid fence or wall, including solid gates, having a minimum height of ten (10) feet. Materials shall not be piled or stored higher than the top of the fence or wall.

(3) All walls and fences shall comply with the required building setbacks.

(4) All fences or walls required in this section shall be constructed of uniform materials painted or otherwise preserved and approved by the Planning Commission. Additional fences, walls or evergreen hedges may be required by the Commission if necessary to adequately screen the materials from adjoining residential districts or public streets.

(o) Kennels.

(1) Outdoor areas devoted to kennel operations shall be located in the rear yard, comply with the building setback requirements set forth in Schedule 1148.04, and be a minimum of two hundred (200) feet from any residential district.

(2) Odor and noise shall be adequately controlled to ensure that animals do not create a nuisance.

(p) Manufacture of Products from Raw Materials.

(1) The manufacture of products from raw materials shall not be permitted on any parcel adjacent to or within 300 feet of a residential district or use.

(2) All buildings shall be located a minimum of 100 feet from a front, side or rear lot line.

(3) The outdoor storage of any raw materials shall comply with the M-2 District outdoor storage regulations in Section 1147.08.

(4) All fences or walls required in this section shall be constructed of uniform materials painted or otherwise preserved and approved by the Planning Commission. Additional quantities, height or width of fences, walls or screening may be required by the Planning Commission if necessary to adequately minimize potential impacts on neighboring properties or to screen materials from adjoining residential uses or public streets.

(q) Multiple-Family Dwellings and Residential Uses as Conversions from Warehouse and Retail Uses.

(1) In a PO/I District, multiple-family dwellings shall comply with all applicable standards and requirements of the R-6 District as set forth in Chapter 1134.

(2) In the Central Business District (B-2), multiple-family dwellings and residential uses as conversions from warehouse and retail uses shall be located above the first floor to preserve the continuity of retail/service uses along the street frontage. Such residential uses may only be considered on the first floor when compelling reasons have been submitted by the applicant and the Planning Commission has determined:

A. That such first floor occupancy provides minimal disruption to the continuity of the retail/service use street frontage; and

B. That such first floor occupancy will not otherwise be inconsistent with or conflict with the objectives and intention of the B-2 District.

(r) Outdoor Recreation and Amusement. Outdoor recreation and amusement, such as a sports center, batting cage or mini golf, shall be permitted according to the following:

(1) The proposed use shall comply with the noise standards set forth in Chapter 1171 and shall not generate excessive odor, dust, or smoke beyond the premises. In order to minimize any effects of the above, the Planning Commission may require all

applicable surface areas to be paved and impose additional noise reduction measures including mounding, landscaping and sound barriers to assure that the level of noise is less than or the same as the prevailing noise levels of permitted uses in the District.

(2) All active recreation areas shall be enclosed by a fence having a minimum height of five (5) feet, unless the Planning Commission approves a different enclosure.

(3) All structures including lighting fixtures shall have a maximum height of thirty-five (35) feet.

(4) Rifle ranges, skeet shooting ranges, pistol ranges, and other activities involving the use of firearms shall not be permitted.

(5) Delivery trucks shall not be used as refreshment stands, souvenir stands and/or concession stands.

(6) Only retail uses that are customarily accessory and incidental to the main recreational use shall be permitted as part of the recreational area. Included as such retail uses are refreshment stands, souvenir stands, concession stands and an office.

(7) All activities, programs and other events shall be directly related to the conditional use permit so granted, and shall be adequately and properly supervised so as to prevent any hazard and to assure against any disturbance or nuisance to surrounding properties, residents or to the community in general.

(8) An adequate number of public restrooms shall be provided and maintained.

(s) Places of Worship, Schools (public or private, trade, business or cultural arts), Libraries, Public Cultural Institutions and Art Galleries.

(1) Such uses should be located on an arterial or collector street or have direct access to an arterial or collector street to minimize impacts on local streets and residential neighborhoods.

(2) In any district, the Planning Commission may require all outdoor children's activity areas to be enclosed by a fence or wall having a height of at least five (5) feet but not exceeding six (6) feet. An entry gate shall be securely fastened.

(3) Places of worship and schools may be erected to a height not to exceed fifty-five (55) feet provided that the building is set back from each lot line one (1) foot for each foot of additional building height in excess of the district limitation. For places of worship, steeples/spires may be erected to a height not to exceed seventy-five (75) feet and shall not be subject to an additional setback requirement.

(4) All access drives shall be located as far as practicable from an existing intersection in order to maximize traffic safety and minimize congestion and constricted turning movements.

(5) All activities, programs and other events shall be directly related to the conditional use permit so granted, and shall be adequately and properly supervised so as to prevent any hazard and to assure against any disturbance or nuisance to surrounding properties, residents or to the community in general.

(6) Associated uses such as a convent, faculty residence, cafeteria, fieldhouse, or infirmary shall be located on the same lot as the principal use and comply with the building setback requirements set forth in this Chapter.

(7) The development plan shall indicate the parking and emergency entrances or exits and other safety precautions.

(t) Planned Multiple-Family Development. Planned Multiple-Family Developments shall comply with the requirements set forth in Chapter 1137.

(u) Public Parks and Playgrounds. Any principal building of a public park or playground shall be located not less than 200 feet from any residential lot line.

(v) Public Safety and Service Facility.

(1) Facilities shall be limited to structures that are essential for the distribution of services to the local area.

(2) Structures, storage areas and parking of fleet vehicles shall be suitably screened from the view of adjacent public streets and residential uses. This may be accomplished through the use of fences, walls, evergreen landscaping, landscaped berms or any combination thereof, as approved by the Planning Commission.

(w) Public Utility Substation or Distribution Facility.

(1) A public utility substation, distribution facility or related facility shall be permitted as a conditional use in a residential, business or office district only when such location is essential to the distribution of service to the immediate neighborhood or when topological features restrict the location of such facilities, unless the function is otherwise permitted in the district.

(2) No parking is permitted in residential districts in association with a public utility or distribution facility.

(3) Accessory storage of materials related to the distribution system shall be within a completely enclosed building in residential and business districts.

(4) Natural or man-made barriers shall be provided to lessen any impact on and views from an adjacent residential area.

(5) Wireless telecommunication facilities shall comply with Chapter 1181.

(x) Recreation Facility (non-commercial).

(1) Use of these facilities shall be confined to residents of the surrounding residential developments or members of the homeowners association.

(2) All lighting and sound systems shall be designed to not pose a nuisance on adjacent property and not create any traffic hazards.

(3) Courts, pool, decks or other outdoor activity areas shall not be located in any required yard.

(y) Recycling Facility.

(1) The facility shall be sited so as to minimize the potential impacts such as noise and odor on neighboring properties.

(2) All storage and transfer activities shall occur within wholly enclosed buildings.

(3) The perimeter of the area devoted to the facility's operations shall be completely enclosed by a solid fence or wall, including solid gates, having a minimum height of seven (7) feet. Materials shall not be piled or stored higher than the top of the fence or wall.

(4) All walls and fences shall comply with the required building setbacks.

(5) All fences or walls required in this section shall be constructed of uniform materials painted or otherwise preserved and approved by the Planning Commission. Additional fences, walls or evergreen hedges may be required by the Commission if necessary to adequately screen the materials from adjoining residential districts or public streets.

(z) Residential Care Facility for 6 to 8 Persons.

(1) The persons residing in such residential home shall live as a single housekeeping unit in a single dwelling unit and maintain said home as their sole, bona fide, permanent residence. The term "permanent residence" means:

A. The resident intends to live at the dwelling on a continuing basis; and

B. The resident does not live at the dwelling in order to receive counseling, treatment, therapy or medical care.

(2) Prior to a handicapped person commencing residence in the home, either the applicant or the placement agency shall certify that the resident is handicapped as defined in 42 U.S.C. §3602(h) and that the resident can function adequately in a community residential setting. The applicant or the placement agency shall have a continuing duty

to provide such certification to the Planning Commission for each handicapped person who resides in the home after a conditional use permit is granted.

(3) The applicant shall demonstrate that adequate qualified supervision will exist in the home on a 24 hour per day basis.

(4) In order to maintain the single-family residential character of the area in which the residential care facility is located, the applicant is required and shall agree that upon termination of this conditional use for any reason the applicant shall restore the premises to a condition in which it is marketable as a single-family dwelling, unless ownership and/or possession of the premises is transferred to a person(s) who has obtained a similar conditional use certificate for the premises.

(5) Signs or other means of identifying a residential care facility for handicapped persons shall not be permitted.

(6) The applicant shall comply with the applicable parking regulations of the Zoning Ordinance for the type of residential structure used by the residential home and shall make adequate provision for on-site parking of vehicles used by visitors and the home supervisors.

(7) In considering whether to grant the conditional use permit, Planning Commission shall take into consideration the proximity and location of other such homes for handicapped persons within the neighborhood so as not to change the character of the area, create undue congestion in the public ways, or otherwise adversely impact upon a given area with such use, but in no event shall a residential care facility be closer than 1,000 feet from where another residential care facility for handicapped persons is located.

(8) Evidence shall be presented that the proposed facility meets the certification, licensing or approval requirements of the appropriate state agency. Failure to maintain such license, certification or other approval requirements shall result in immediate revocation of the home's conditional use certificate.

(9) The residential care facility shall meet local fire safety requirements for the proposed use and level of occupancy.

(10) Conversion of an existing dwelling to a residential care facility shall require that the dwelling be brought into conformity with existing City regulations.

(aa) Residential Care Facility for 9 or More Persons.

(1) Prior to a handicapped person commencing residence in the home, either the applicant or the placement agency shall certify that the resident is handicapped as defined in 42 U.S.C. §3602(h). In addition, such homes shall be licensed according to ORC §5123.19 and evidence shall be presented indicating that the facility meets the certification, licensing, or approval requirements of the appropriate state agency.

(2) All activities, programs and other events shall be directly related to the conditional use permit so granted, and shall be adequately and properly supervised so as to prevent any hazard and to assure against any disturbance or nuisance to surrounding properties, residents or to the community in general.

(3) No such facility shall be located within a one thousand (1,000) foot radius of another residential facility for the developmentally disabled licensed under ORC §5123.19.

(4) The architectural design and site layout of a group home licensed under ORC §5123.19 and the height of any walls, screens, or fences connected with any said group home shall be compatible with adjoining land uses and the residential character of the neighborhood.

(bb) Retail Development with a Minimum Gross Floor Area of 100,000 square feet or greater (ORD 04-42 Passed 03/22/04)

(1) All facades of a building that are visible from adjoining properties and/or public streets shall contribute to the pleasing scale features of the building and encourage community integration by featuring characteristics similar to a front facade.

(2) All sides of a principal building that directly face an abutting public street shall feature at least one customer entrance. Where a principal building directly faces more than two abutting public streets, this requirement shall apply only to two sides of the building, including the side of the building facing the primary street, and another side of the building facing a secondary street.

(3) Facades greater than 100 feet in length shall incorporate recesses and projections a minimum of three feet in depth and a minimum of 20 contiguous feet within each 100 feet of façade length. Windows, awnings, entry areas, and arcades shall total at least 60 percent of the façade length facing a public street.

(4) Smaller retail spaces that are part of a larger principal retail building shall be transparent between the height of three feet and eight feet above the walkway grade for no less than 60 percent of the horizontal length of the building façade. Windows shall be recessed and should include visually prominent sills, shutters, or other such forms of framing. Smaller retail spaces shall have separate outside entrances.

(5) Building facades shall include a repeating pattern that shall include no less than three of the following elements: color change, texture change, material module change, or expression of architectural or structural bay through a change in plane no less than 12 inches in width, such as an offset, reveal, or projecting rib.. At least one of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than 30 feet, either horizontally or vertically.

(6) Roof lines shall provide variations to reduce the massive scale of these structures and to add visual interest. Roof lines shall have a change in height every 100 linear feet in the building length. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and rooftop mechanical equipment from public view. Alternating lengths and designs may be acceptable and can be addressed during the Development Plan.

(7) Predominant exterior building materials shall be of high quality. These include brick, wood, limestone, other native stone, and tinted/textured concrete masonry units. Smooth-faced concrete block, tilt-up concrete panels, or pre-fabricated steel panels are prohibited as exterior building materials.

(8) Façade colors shall be of low reflectance, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.

(9) Building trim may feature brighter colors than façade colors, but neon tubing is prohibited.

(10) Each principal building or tenant space shall have a clearly defined, highly visible customer entrance with a minimum of three of the following features: canopies, porticos, overhangs, recesses/projections, arcades, raised cornice parapets over the door, peaked roof forms, arches, outdoor patios, display windows, architectural details such as tile work and moldings which are integrated into the building structure and design, integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

(11) Loading docks, trash collection, outdoor storage and similar facilities and functions, as provided for by code, shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets. Use of screening materials that are different from or inferior to the principal materials of the building and landscape is prohibited. No areas for outdoor storage, trash collection or

compaction, loading or other such uses shall be located within 20 feet of any public or private street, public sidewalk or access easement, or internal pedestrian way. No delivery, loading, trash removal, or similar operations are permitted between the hours of 10:00 p.m. and 7:00 a.m., except in special circumstances and where steps are taken to reduce noise impacts.

(12) Each retail development shall contribute to the establishment or enhancement of the community and public spaces by providing at least two community amenities such as a patio/seating area, pedestrian plaza with benches, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that adequately enhances such community and public spaces. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

(13) A continuous internal pedestrian walkway shall be provided from the perimeter public sidewalk to the principal customer entrance. This internal walkway must feature landscaping, benches, and other such materials/facilities for no less than 50% of its length.

(14) Sidewalks shall be provided along the full length of the building along any facade featuring a customer entrance and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of the building to provide planting beds for foundation landscaping.

(15) Internal pedestrian walkways shall provide a weather protection feature such as an awning within 30 feet of all customer entrances.

(16) The internal pedestrian walkways shall be distinguished from driving surfaces through the use of special pavers, bricks, or scored concrete to enhance pedestrian safety and the attractiveness of the walkways.

(17) No more than 60 percent of the off-street parking area for the entire property shall be located between the front facade of the principal building and the primary abutting street unless the principal building and/or parking lots are screened from view by outlot development and additional tree plantings and/or earth berms

(18) Where building facades face adjacent residential uses, an earthen berm shall be installed, no less than six feet in height, containing at a minimum, a double row of evergreen or deciduous trees planted at intervals of 15 feet on center. Additional landscaping may be required by the Planning Commission, Shade Tree Commission, and/or City Council to effectively buffer adjacent land use as deemed appropriate.

(19) Primary tenant spaces that exceed 75,000 gross square feet in area shall be structurally designed to be easily divided into smaller tenant spaces.

(20) Standing seam metal roofs are strongly preferred.

(cc) Sororities and Fraternities.

(1) The property shall be owned or under the permanent or continuing control of a recognized, established and operating educational institution which conducts a full-time program of post-secondary educational instruction.

(2) Use shall be for students, faculty or permanent administrative personnel of such educational institution.

(3) Sleeping and living facilities shall be designed and used for such purposes only; no permanent cooking facilities shall be provided in individual sleeping rooms or group sleeping areas.

(4) Off-street parking shall be provided in accordance with Chapter 1161.

(5) In any combination of rooms designed for more than one person, the minimum required floor area for the first occupant shall be 150 square feet and not less than 100 additional square feet of floor area for each additional occupant.

(dd) Stables. The following regulations are established for the sheltering and keeping of animals:

(1) Whenever one or more animals are kept outdoors on a lot, a stable for their shelter shall be constructed on the lot.

(2) The area of the stable intended to provide shelter for one or more animals shall not exceed 3% of the lot area.

(3) A corral shall be required for large animals such as, but not limited to, horses, mules, donkeys, swine, cattle, buffalo, alpacas, and llamas. The corral shall be located a minimum of fifteen (15) feet from any front, side or rear lot line.

(4) A corral shall provide at least the minimum grazing area for grazing livestock in compliance with the latest "animal units" per acre standards set forth by the County Cooperative Extension Service.

(5) All areas adjacent to any corral or other similar enclosure, stable or shelter, work-out or training area or any other structure where animals are kept and maintained, shall be graded to drain away from such facilities to prevent ponding and insect harborage.

(6) Odor and noise shall be adequately controlled to ensure that animals do not create a nuisance.

(ee) Storage (aboveground) of Flammable Liquids.

(1) In an M-1 District, aboveground storage tanks for gasoline, oil or alcohol shall not exceed 500 gallons in capacity.

(2) In an M-2 District, aboveground storage tanks for gasoline, oil or alcohol shall not exceed 2,000 gallons in capacity.

(3) All aboveground storage tanks shall comply with all state and national fire code regulations.

(4) Aboveground storage tanks shall be set back a minimum of 100 feet from all non-residential property lines and 300 feet from residential property lines.

(ff) Taxidermy Shop.

(1) All such businesses shall comply with any applicable state or federal laws.

(2) No outdoor storage or display is permitted.

(3) There shall be no emission of malodorous matter that is discernible on any adjoining lot or property.

(gg) Terminal (bus, cab).

(1) All vehicle waiting and stacking areas shall comply with the building setback requirements established in Section 1143.04.

(2) All parking areas shall comply with the parking setback requirements established in Section 1143.06. When bus or cab terminal is located adjacent to a residential district, the side and rear parking setback shall be a minimum of twenty-five (25) feet.

(hh) Truck garden and related field crops, Nursery and Greenhouse.

(1) The use shall only be located on an arterial or collector street; truck and farm equipment traffic shall not be permitted onto local residential streets.

(2) All buildings, equipment, and cultivated fields shall be located to comply with setbacks in Schedule 1148.04. Any buildings or site activities, including fields, which existed prior to annexation or zoning to an R-1, R-2, R-3 or R-4 District that are in a non-conforming location by virtue of a new subdivision following the adoption of this section do not need to comply with Schedule 1148.04.

(3) Access drives shall be at least 100 feet from an intersection and fifty (50) feet from an adjacent side property line.

(ii) Veterinarian hospital (with associated runs and kennels).

(1) Outdoor areas devoted to kennel operations shall be:
   A. Located in the rear yard and shall comply with the building setback requirements for the district in which the use is located.
   B. A minimum of two hundred (200) feet from any residential district.
   C. A maximum of twenty-five percent (25%) of the total floor area.

(2) Odor and noise shall be adequately controlled to ensure that animals do not create a nuisance.

(3) The boarding of animals shall be restricted to overnight lodging only as necessary for animals receiving medical attention.

Chapter 1156
Accessory Use Regulations

1156.01 Purpose.
1156.02 Accessory use regulations for single-family and two-family lots.
1156.03 Accessory use regulations for all residential districts.
1156.04 Minimum spacing requirements for accessory uses in multiple-family developments.

SECTION 1156.01 PURPOSE.

Accessory Use regulations are established in order to achieve the orderly development of the City and its neighborhoods.

SECTION 1156.02 ACCESSORY USE REGULATIONS FOR SINGLE-FAMILY AND TWO-FAMILY LOTS.

Accessory uses, buildings and structures permitted on single-family and two-family lots shall conform to the location, coverage and maintenance standards contained in this Section.

(a) Minimum Yard Requirements. An accessory building or use permitted on a single-family or two-family lot shall be located as set forth in Schedule 1156.02(a), provided that an accessory use shall only be permitted to the extent such use complies with all other accessory use regulations set forth in this Section 1156.02.

Section 1156.02(a). MINIMUM YARD REQUIREMENTS FOR ACCESSORY USES

Use	Yard in which use is permitted	Setback From Specified Lot Line:		
		Front	Side	Rear
(1) Fences, walls	Front, Corner Front, Side, Rear	None	None	None
(2) Attached accessory structures	None	[a]	[a]	[a]
(3) Detached accessory structures [b]	Side, Rear	N/A	[a]	3 ft.
(4) Accessory structures not exceeding 2 feet in height	Side, Rear	N/A	3 ft.	3 ft.
(5) Driveways	Front, Corner Front, Side, Rear	N/A	2 ft.	2 ft.
(6) Supplemental paved area for parking or outdoor storage of vehicles	Front, Side, Rear	0 feet from building set-back line [d]	3 ft.	3 ft.
(7) Swimming pools	Rear	N/A	10 ft.	10 ft.

[a] Shall comply with the setback requirements for principal buildings set forth in Schedule 1134.05, except for utility boxes for underground utilities, and applies to any deck or a structure with a roof and/or walls with a height greater than 18 inches.
[b] Shall have a 10-foot setback from the principal building, except for utility boxes for underground utilities.
[c] Shall comply with the corner front yard requirements set forth in Section 1134.04(c).
[d] Only permitted in front yard when added to the driveway away from the front of the house and toward the nearest side lot line.

(b) Maximum Area of Accessory Buildings and Structures.

Schedule 1156.02(b). MAXIMUM AREA OF ACCESSORY BUILDINGS AND STRUCTURES

	Maximum Area
(1) Maximum area of detached accessory buildings	25% of required rear yard or 720 sq. ft., whichever is greater[a]
(2) Maximum rear yard coverage of all accessory buildings and structures, including pavement for patios and/or pools and decks.	ER-1 20% ER-2 30% R-1 40% R-2 50% R-3 60% R-4 60%
[a] On a lot greater than 1 acre, larger accessory buildings may be considered by the Board of Zoning Appeals pursuant to 1128.09, provided that accessory buildings in total area shall not exceed 3% of the rear yard area of the property or 1,200 square feet, whichever is less.	

SECTION 1156.03 ACCESSORY USE REGULATIONS FOR ALL RESIDENTIAL DISTRICTS.

(a) Additional Regulations for Garages, Parking Areas, Driveways, and Vehicles. In addition to the locational and area requirements of Schedules 1156.02(a) and 1156.02 (b), garages, driveways, and open, off-street parking areas shall comply with the following:

(1) Driveways, accessory off-street parking spaces, and required off-street parking spaces shall be paved with concrete asphalt or some other hard surface approved by the Chief Building Official.

(2) Accessory off-street parking spaces shall be provided in compliance with the parking requirements set forth in Chapter 1161, which shall be located on the same lot as the dwelling served.

(3) Accessory off-street parking spaces located in the front yard shall adjoin the driveway between the driveway and the nearest side lot line, provided parking spaces are not located directly in front of the dwelling.

(4) The repainting, rebuilding, overhauling, or dismantling of a vehicle or the storage of tires, motor, or body parts in an open yard is prohibited on a residential lot.

(b) Swimming Pools. Private swimming pools for the exclusive use of residents of the premise may be located in any residential district provided they comply with the locational and coverage requirements of Schedules 1156.02 (a) and 1156.02 (b) and the supplemental regulations set forth below.

(1) All swimming pools shall be enclosed by a wall or fence having a minimum height of four (4) feet.

(2) All fences and other pool enclosures shall be constructed so as to have no openings, holes, or gaps larger than three (3) inches in width, except for doors, gates or windows which shall be equipped with suitable locking devices to prevent unauthorized access. Access-secured accessory buildings and walls of principal buildings may be used in place of, or as part of, the enclosure.

SECTION 1156.04 MINIMUM SPACING REQUIREMENTS FOR ACCESSORY USES IN MULTI-FAMILY DEVELOPMENTS.

Accessory buildings and uses in multi-family developments shall comply with the following spacing requirements.

Use	To Wall of Main Buildings		To Lot Lines Abutting District	
	Main	End	R Districts	All other Districts
(1) Accessory structures	20 ft.	10 ft.	30 ft.	10 ft.
(2) Active recreation area, including pool & tennis court	30 ft.	15 ft.	40 ft.	10 ft.

Chapter 1166
Landscaping and Screening Regulations

1166.01	Purpose.	1166.08	Screening and buffering when lot abuts a residential district or use.
1166.02	Sites affected.		
1166.03	Definitions.		
1166.04	General landscaping and maintenance of yards.	1166.09	Screening and landscaping of parking lots.
1166.05	Tree preservation and replacement requirements.	1166.10	Screening of accessory uses.
		1166.11	Approval process for required landscaping, fences and walls.
1166.06	Street tree planting requirements.	1166.12	Flexibility.
1166.07	Landscaping requirements for front yards.		

SECTION 1166.01 PURPOSE.

The intent of these landscaping and screening regulations is to promote and protect the public health, safety and welfare through the preservation and protection of the environment. In addition, these regulations are intended to achieve, among others, the following purposes:

(a) To promote the proper utilization of landscaping and screening as a buffer between certain land uses and to minimize the possibility of nuisances including potential noise, glare and visual clutter of parking and service areas.

(b) To protect, preserve and promote the aesthetic appeal, character and value of the City of Delaware's neighborhoods.

(c) To establish a minimum standard for the consistent appearance of plant material in the community landscape.

(d) To soften the appearance of building masses and paved areas and reduce generation of heat and storm water run-off.

SECTION 1166.02 SITES AFFECTED.

(a) New Sites. No certificate of zoning compliance or building permit shall be issued hereafter for any development or the construction of any building, structure or vehicular use except where a final landscape plan for such development or construction has been approved according to the procedures set forth in Chapter 1129.

(b) Existing Sites. No building, structure or vehicular use area shall be constructed or expanded unless the minimum landscaping and screening required by this chapter is provided to the extent of the alteration or expansion, but not for the entire property of which the alteration or expansion is a part unless the alteration or expansion is substantial. An alteration or expansion to an existing property is substantial when:

(1) In the case of a building or structure that does not involve additional land, the square footage of the expansion exceeds twenty-five percent (25%) of the existing building.

(2) In the case where additional land is involved, the additional land or the expanded square footage of a structure exceeds twenty-five percent (25%) of the existing site or structure.

(3) Land as used herein includes land for open space, parking or building uses.

(c) Single-family and two-family residences shall be exempt from Section 1166.11.

SECTION 1166.03 DEFINITIONS. [TRANSFERRED TO CHAPTER 1121 DEFINITIONS.]

(ORD 04-92 Passed 6-14-04)

SECTION 1166.04 GENERAL LANDSCAPING AND MAINTENANCE OF YARDS.

Required yards and all other portions of the lot not covered by permitted structures shall be landscaped with grass, trees, shrubbery and/or other appropriate ground cover or landscaping material, which at all times shall be maintained in good and healthy condition.

(a) Each lot shall maintain open space with landscaping in compliance with the minimum percentage of the area of the lot specified in the district regulations.

(b) All screening shall be free of advertising or other signs, except for directional signs and other signs for the efficient flow of vehicles.

(c) Trees and shrubs shall be arranged to create varied and attractive views and plant material should provide a variety of color displayed throughout the year.

(d) The required landscaping shall be maintained in healthy condition by the current owner and replaced when necessary. Replacement material shall conform to the original intent of the landscape plan.

(e) Vehicle parking shall not be permitted in landscaped areas.

SECTION 1166.05 TREE PRESERVATION & REPLACEMENT REQUIREMENTS.

In all districts, trees shall be preserved or replaced in compliance with the provisions of Chapter 1168, unless exempted therein.

SECTION 1166.06 STREET TREE PLANTING REQUIREMENTS.

In all zoning districts, developers shall plant and maintain shade trees along public and private streets in compliance with the following (ORD 03-78 Passed September 22, 2003):

(a) Species and Location Requirements.

(1) Trees shall be limited to species characterized as hardy, long-lived shade trees, as defined by the Shade Tree Commission.

(2) One tree shall be provided for every forty (40) linear feet of frontage, or fraction thereof, along each road.

(3) Trees are to be planted within the rights-of-way of or roads within and abutting the development as directed by the Shade Tree Commission.

(4) Each tree at the time of installation shall have a minimum caliper of 1.75 inches and a clear trunk height of at least six (6) feet. (ORD 02-54 Passed June 10, 2002)

(5) Trees shall be planted an adequate distance from intersections so that at full maturity such planting shall comply with Section 1149.06 to ensure the unobstructed visibility of motorists and pedestrians.

(b) Planting Procedures.

(1) The developer shall provide a map, drawn to an appropriate scale and illustrating the location and species of shade trees to be planted, to the Department of Grounds and Facilities no less than three (3) days prior to planting.

(2) The developer shall provide the Department of Grounds and Facilities with a state inspection certificate and a certificate for tree species authenticity for each tree within five (5) days of planting.

(3) All nursery tags shall remain on planted trees until removed by the Department of Grounds and Facilities.

(c) Maintenance. The developer shall be required to maintain the trees for two (2) years after the trees are planted and to replace any tree that dies within such two-year guarantee period.

(1) Upon completion of the street tree planting, the landscape contractor shall contact the Department of Grounds and Facilities. (ORD 03-78 Passed September 22, 2003)

(2) The two-year guarantee period shall begin after the approval of the Department of Grounds and Facilities. (ORD 03-78 Passed September 22, 2003)

(3) A final inspection shall be made at the end of the guarantee period.

A. The developer shall notify the Department of Grounds and Facilities within five (5) business days of the end of the guarantee period to schedule the final inspection.

B. All trees not exhibiting a healthy, vigorous growing condition, as determined by the City's inspection, shall be replaced at the expense of the developer or builder.

C. If the City determines that replacement of a tree is required, such replacement shall occur within thirty (30) days of the date the City's inspection report is submitted to the developer. The two-year guarantee period shall begin anew for each replacement tree.

SECTION 1166.07 LANDSCAPING REQUIREMENTS FOR FRONT YARDS.

Except for lots devoted to single-family detached dwellings and two-family dwellings, all areas within the required building and parking setback, excluding driveway openings, shall be landscaped and maintained in compliance with the following:

(a) One shade tree shall be provided for every fifty (50) linear feet of lot frontage or fraction thereof, not including drive entrances.

(b) Each tree at the time of installation shall have a minimum caliper of 3.0 inches and a clear trunk height of at least six (6) feet. Two 1.75-inch trees may be substituted for each 3.0-inch tree. (ORD 02-54 Passed June 10, 2002)

(c) One shrub shall be provided for every ten (10) linear feet of lot frontage or fraction thereof, not including drive entrances.

(d) All areas not devoted to trees and shrubs shall be planted with grass, ground cover or other live landscape treatment, excluding paving or gravel.

(e) The landscaping may be flexible in its arrangement by appropriately aggregating the required plant materials.

SECTION 1166.08 SCREENING AND BUFFERING WHEN A LOT ABUTS A RESIDENTIAL DISTRICT OR USE.

Screening and buffering along the entire length of a common boundary shall be provided in accordance with the following regulations and shall be approved as part of the development plan required by Chapter 1129.

(a) Required for the Following: Screening and buffering shall be required according to the following:
   (1) When a lot in any non-residential district abuts a residential district;
   (2) When a lot in an R-5, R-6, R-7 or R-8 District abuts a residential district; and
   (3) When a lot in a residential district is devoted to a non-residential conditional use.

(b) Width of Buffer Yard. Each required buffer yard shall have a minimum width equal to the parking setback required for the district.

(c) Screening. When the natural vegetation within the required buffer yard does not form a solid, continuous, visual screen or does not have a minimum height of six (6) feet along the entire length of the common boundary, screening shall be installed in compliance with the following:
   (1) Screening Materials. Screening within the buffer yard shall consist of one or more of the following:
      A. A dense vegetative planting incorporating trees and/or shrubs of a variety which shall be equally effective in winter and summer. Trees and/or shrubs shall be adequately spaced to form a solid, continuous visual screen within three (3) years after the initial installation.
      B. Non-living opaque structures such as a solid masonry wall or a solid fence that is compatible with the principal structure.

C. A fence with openings through which light and air may pass together with a landscaped area at least ten (10) feet wide. A chain link fence shall not be permitted.

D. A landscaped mound or berm at least five (5) feet wide, with no more than a 3:1 slope.

(2) Location. The location of the wall, fence, or vegetation shall be placed within the buffer yard to maximize the screening effect, as determined by the Planning Commission.

(3) Height of Screening. The height of screening shall be in accordance with the following:

A. Visual screening by walls, fences, or mounds in combination with vegetation, fences or walls shall be a minimum of six (6) feet high measured from the natural grade, except as set forth in subsection (B) below.

B. Whenever the required screening is located within a front yard or within fifty (50) feet of a parking lot, drive, or driveway entrance, the required screening shall not exceed a height of three (3) feet.

C. When used alone, vegetation shall be a minimum of six (6) feet high, as measured from the natural grade, in order to accomplish the desired screening effect. The required height shall be achieved no later than two (2) years after the initial installation.

SECTION 1166.09 SCREENING AND LANDSCAPING OF PARKING LOTS.

(a) Landscaping on the Interior of Parking Lots. All new parking spaces and their associated driving aisle shall be defined by landscaped curbed islands, as described more fully elsewhere in this Chapter plus Chapter 1161-Parking. In addition to those parking lot islands, larger parking lots shall provide additional intervening or midway islands to break up the sea of asphalt, to provide shade for cars and pedestrians, and to be areas to absorb run-off. As such, additional interior landscaping of parking lots shall be provided in accordance with the following requirements: (ORD 04-92 Passed 6-14-04)

(1) For any parking area designed to accommodate forty (40) or more vehicles, a minimum of 5 percent (5%) of the parking lot shall be planted as landscaped island areas.

A. Landscaped islands shall be developed and distributed throughout the parking lot to:

(i) Define major circulation aisles and driving lanes; and

(ii) Provide visual and climatic relief from broad expanses of pavement.

B. Each island shall be a minimum of ten (10) feet in any horizontal dimension;

C. Within the landscaped islands, one (1) shade tree shall be provided for every ten (10) parking spaces. Each tree, at the time of installation, shall have a minimum caliper of 3.0 inches and a clear trunk height of at least six (6) feet. Two 1.75-inch trees may be substituted for each 3.0-inch tree. (ORD 02-54 Passed June 10, 2002)

D. Shrubs or low, spreading plant materials shall be planted within required landscaped islands in such a way that there is no impairment to the visibility of motorists or pedestrians.

E. Landscaped areas adjacent to the perimeter of the parking area shall not be counted as interior parking lot landscaped areas.

(2) For the purpose of this Section the area of a parking lot shall be the total vehicular surface area including circulation aisles.

(b) Screening Along Public Streets and Perimeter of Parking Areas. Whenever parking areas consisting of five (5) spaces or more are located such that the parked cars will be visible from a public street, screening, in addition to the interior landscaping required in subsection (a) above, shall be provided and maintained between the parking area and the street right-of-way.

(1) All shrubs, berms, walls, and fences shall have a minimum height of three (3) feet.

(2) Such landscaping and/or screening shall be located parallel to and within five (5) feet of the edge of the parking lot.

(3) Berms, with vegetation, are preferred.

SECTION 1166.10 SCREENING OF ACCESSORY USES.

For all single-family attached (more than two units per structure) and multiple-family developments; non-residential districts; and for non-residential conditional uses in residential districts, screening of accessory uses shall be provided according to the following:

(a) Trash Receptacles.

(1) Trash receptacles in residential developments shall be enclosed on three (3) sides by a brick or masonry wall constructed of materials that match or complement the principal building. The wall shall have a minimum height of six (6) feet. A chain link fence shall not be permitted.

(2) Trash receptacles on non-residential developments shall be enclosed on all four (4) sides by a brick or masonry wall and gate constructed of materials that match or complement the principal building. The wall and gate shall have a minimum height of six (6) feet. A chain link fence shall not be permitted.

(3) Trash receptacles shall be screened according to requirements of Subsection 1166.08(c).

(4) Trash receptacles may be further regulated according to the provisions of Section 1149.10.

(b) Loading and Service Areas. Each loading area shall be screened along any perimeter that can be seen from a street right-of-way or adjoining property according to the screening requirements of Subsection 1166.08(c).

(c) Outdoor Storage. Permitted accessory outdoor storage of goods, supplies or equipment used in the operation of an establishment shall be screened according to the requirements of Subsection 1166.08(c).

SECTION 1166.11 APPROVAL PROCESS FOR REQUIRED LANDSCAPING, FENCES AND WALLS.

Proposed landscaping, fences or walls required to fulfill the standards and criteria of this chapter shall be reviewed and approved as part of a development plan pursuant to Chapter 1129.

(a) Fences and Walls.

(1) When a fence or wall is proposed at a separate time from any other development for new construction, additions or site renovation, a fence or wall may be approved administratively by the Director of Planning and Community Development. (ORD 03-78 Passed September 22, 2003)

(2) Fences and walls shall comply with the regulations set forth in Chapter 1152. (ORD 03-78 Passed September 22, 2003)

(b) Required Landscaping. When landscaping is required, no certificate of zoning compliance or certificate of occupancy shall be issued until the required landscaping is completed as certified by City inspection, unless a performance bond from a banking institution of sufficient amount to cover the cost of materials and labor has been posted and accepted according to Section 1171.07. (ORD 04-92 Passed 6-14-04)

(c) Maintenance. The developer shall be required to maintain the required landscaping for two (2) years after the items are planted and to replace any that dies within such two-year guarantee period. (ORD 04-92 Passed 6-14-04)

(1) Upon completion of the planting, the landscape contractor shall contact the Department of Grounds and Facilities.

(2) The two-year guarantee period shall begin after the approval of the Department of Grounds and Facilities.

(3) A final inspection shall be made at the end of the guarantee period.

A. The developer shall notify the Department of Grounds and Facilities within five (5) business days of the end of the guarantee period to schedule the final inspection.

B. All plantings not exhibiting a healthy, vigorous growing condition, as determined by the City's inspection, shall be replaced at the expense of the developer or builder.

C. If the City determines that replacement of a planting is required, such replacement shall occur within thirty (30) days of the date the City's inspection report is submitted to the developer. The two-year guarantee period shall begin anew for each replacement tree.

SECTION 1166.12 FLEXIBILITY.

The standards and criteria in this Chapter establish the City's objectives and levels of landscaping intensity expected. However, in applying these standards, the Planning Commission, City Council, and Shade Tree Commission may: (ORD 04-92 Passed 6-14-04)

(a) Adopt a "Planting Manual" and "Plant List" establishing minimal requirements to use as guidelines for meeting the provisions of this chapter.

(b) Exercise discretion and flexibility with respect to the placement and arrangement of the required elements to assure that the objectives of this district and the proposed development or redevelopment are best satisfied.

Chapter 1171
Design Criteria and Performance Standards

1171.01 Purpose.
1171.02 Site plan criteria.
1171.03 Building design.
1171.04 Noise and other performance standards.
1171.05 Exterior lighting standards [Moved to Chapter 1158].
1171.06 Performance standard compliance.
1171.07 Performance bond for development plan completion.
1171.08 Residential Development Design Criteria

SECTION 1171.01 PURPOSE.

Design criteria and performance standard are established to provide design criteria to be used by the City Planning Commission and the City Architect when evaluating the appropriateness of proposed development in the city and to provide the Board of Zoning Appeals with performance standards, including a process for review and compliance to determine if an existing or proposed development is in compliance with the performance and exterior lighting standards of this Chapter. Specifically, these provisions are intended to achieve, among others, the following purposes:

(a) Establish site plan and building design criteria to:
  (1) Ensure that development reflects and is sensitive to the history, climate, topography, vegetation, natural features and building traditions of the City of Delaware.
  (2) Ensure that new development and redevelopment are integrated into the surrounding environment in an orderly manner and are compatible and harmonious with the existing overall character of the city.
  (3) Ensure that the particular existing design features which contribute to the unique character of Delaware are retained and recreated in a manner that maintains and enhances the sense of community, especially when development is proposed in areas where existing structures do not have architectural features that warrant re-application or enhancement.
  (4) Provide interest along the streetscape and a pedestrian friendly environment.
  (5) Foster and encourage creative application of design principles.

(b) Establish performance standards, including a process for review and compliance to ensure an environment free from elements that may jeopardize the health or welfare of the general public, or degrade the quality of life in the City of Delaware.

(c) Establish exterior lighting standards to:
  (1) Control the installation of exterior lighting fixtures to prevent light pollution in the forms of light trespass and glare.
  (2) Provide safe roadways and pleasing community vistas free from distracting and debilitating glare.
  (3) Protect the Perkins Observatory and scientific research conducted at the facility by reducing unnecessary exterior lighting and light pollution.

SECTION 1171.02 SITE PLAN CRITERIA.

In approving a development plan, the Planning Commission shall determine that the development plan complies with the following site plan criteria:

(a) The proposed plan is consistent with any plan or policy statement for the orderly development of the City.

(b) The appropriate use and value of property within and adjacent to the area will be safeguarded.

(c) The site plan will indicate that the proposed development will result in a harmonious grouping of buildings within the proposed development and in relationship to the natural topography and existing or proposed uses on adjacent property.

(d) The development, when completed, will have adequate public service, parking and open spaces.

(e) Adequate provision is made for safe and efficient pedestrian and vehicular circulation within the site and to adjacent property.

(f) For lots with an area of two (2) acres or more all points of entrance or exit shall be no closer than 200 feet from the intersection of two (2) arterial streets or no closer than 100 feet from the intersection of an arterial street and a local collector street.

(g) Off-street parking facilities are encouraged to be located in the rear or side yards to the extent practicable, when not specifically required by district regulations or the requirements of Chapter 1161.

(h) Walkways are provided in large parking areas and in parking areas that are associated with a high pedestrian volume and shall be clearly distinguished and separated from parking spaces and aisles. Such walkways should be:

(1) Integrated with existing sidewalks and pedestrian routes and coordinated with pedestrian routes of surrounding neighborhoods.

(2) Constructed of concrete, stone, or brick and enhanced with landscaping and lighting to distinguish them.

(i) Overall unity of design shall be encouraged through landscape treatment. Plants that are indigenous to the area and others that are hardy, harmonious to the design, consistent with adjacent land uses where applicable, and of good appearance shall be used.

(j) Landscape treatment provided should emphasize a pedestrian environment, separate pedestrian ways from parking areas, enhance architectural features, provide shade, and strengthen vistas and important axes between the development and other locations.

(k) The plan, to the extent practical, will preserve and be sensitive to the natural characteristics of the site. Where natural or existing topographic patterns positively contribute to the appearance and utility of a development they shall be preserved. Modification to topography will be permitted providing the modifications do not affect surrounding property or the overall quality of the proposed development in an adverse way.

(l) Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, watercourses and drainage areas, and shall comply with any applicable regulation established by the City.

(m) Any proposed landscaped mounds shall be designed with such slope, plants and other landscape materials so as to minimize maintenance requirements and maximize the health and durability of the chosen plants and landscaped materials.

(n) Landscaped parking lot islands shall be designed to meet landscaping requirements as well as to facilitate snow removal techniques.

SECTION 1171.03 BUILDING DESIGN CRITERIA.

In approving a development plan, the Planning Commission shall determine that the development plan complies with the following building design criteria:

(a) Architectural style is not restricted, but the evaluation of the appearance of the project shall be based on the quality of its design and relationship to the prevailing design characteristics of the surrounding area.

(b) Each building or unit of a multiple building development should have its own distinct identity, yet should also be compatible with adjacent units or buildings in terms of proportion, color, and materials.

(c) Building components, such as windows, doors, eaves, and parapets, shall be composed on a facade of a building with harmonious proportions in relationship to one another and surrounding buildings.

(d) Architectural features should be placed upon a facade of a building in a pattern that creates a building fenestration that has a constant rhythm and harmonious appearance.

(e) A combination of materials, textures, colors, and finishes are preferred to create visual interest.

(f) Entryways should be designed to enhance the ability of the general public to find their way into and around buildings and open spaces.

(g) In areas that have predominant historic characteristics, such character should be a significant consideration in determining compatibility between proposed and existing structures. In such cases compatibility may be partially achieved by some repetition of basic elements such as color, materials and scale.

(h) When existing buildings are to be renovated, the distinguishing qualities or elements of a property that contribute to the overall character should not be destroyed. Removal or alteration of distinctive architectural features should be avoided, except for those considered to be noncontributing.

(i) Buildings adjacent to freeways shall be designed and landscaped to be visually attractive as viewed from the freeway.

(j) Mechanical equipment which is located on the roof of a building shall either be located in a manner that such structure is not visible from the front lot line or shall be enclosed in a structure that matches the materials of the building or shall be covered or painted to blend with the building.

SECTION 1171.04 PERFORMANCE STANDARDS.

No land or structure in any district shall be used or occupied in any manner to create a dangerous or objectionable condition, substance or element, in such a manner or in such amount to adversely affect the adjoining premises or surrounding area. All uses shall comply with the following performance standards:

(a) Americans with Disabilities Act. All uses shall comply with all applicable requirements of the Americans with Disabilities Act, and all other applicable federal, state, and county regulations.

(b) Lighting and Glare. All exterior lighting and conditions that generate glare shall comply with the requirements of Section 1171.05.

(c) Heat. No use shall generate heat that is perceptible without the aid of instruments at any point beyond the lot occupied by the use.

(d) Noise. No use shall emit noise that exceeds the following decibel levels, when measured at the boundary of the property from which the sound or noise is emanating, (ORD 02-54 Passed June 10, 2002)

(1) For any A-1 or R District (ORD 02-54 Passed June 10, 2002):
   A. 55 DBA between the hours of 10:00 p.m. and 7:00 a.m.
   B. 60 DBA between the hours of 7:00 a.m. and 10:00 p.m.

(2) For any B, PO/I, or O District (ORD 02-54 Passed June 10, 2002):
   A. 60 DBA between the hours of 10:00 p.m. and 7:00 a.m.
   B. 65 DBA between the hours of 7:00 a.m. and 10:00 p.m.

(3) For any M-1 District (ORD 02-54 Passed June 10, 2002):
   A. 65 DBA between the hours of 10:00 p.m. and 7:00 a.m.
   B. 70 DBA between the hours of 7:00 a.m. and 10:00 p.m.

(4) For any M-2 District: 75 DBA at any time of the day. (ORD 02-54 Passed June 10, 2002).

(5) In addition, no use shall emit intermittent or shrill noises, which are perceptible at the nearest residential district.

(e) Vibration. Vibrations, which are perceptible without the aid of instruments, shall not be permitted beyond the lot occupied by the use generating such vibration.

(f) Smoke. No use shall emit smoke for longer than eight (8) minutes in any hour which is of a shade darker than Number 3 on the Standard Ringelmann Chart as issued by the U.S. Bureau of Mines.

(g) Odors. No use shall emit malodorous gas or matter that is discernible on any adjoining lot or property.

(h) Air Pollution. No use shall emit fly ash, dust, vapors or other substances that are harmful to health, animals, vegetation or other property or which can cause excessive soiling.

(i) Fire Hazards. Flammable or explosive materials shall only be permitted in structures having incombustible exterior walls.

(j) Storage Handling. Storage handling and use of flammable liquids shall comply with regulations as set forth in Bulletin No. 30-L of the National Fire Protective Association. Storage of other materials in yards or structures shall comply with other fire protective codes of the municipality and all parts shall be accessible to firefighting equipment.

(k) Solid Waste. Solid waste, including empty packing crates and other excess materials, shall not be allowed to accumulate on a lot and shall be disposed of on a regular basis or enclosed within a wall or fence.

(l) Liquid Waste. Liquid wastes shall be disposed of in appropriate containers and removed from the site on a regular basis. Liquid waste or sewerage shall not be discharged into a reservoir, stream or other open body of water or into a storm or sanitary sewer until treated so that the insoluble substances, such as oils grease, acids, alkalines and other chemicals in the waste do not exceed the amount allowed by other codes of the City, County, State or similar jurisdictional authority.

(m) Noxious, toxic or corrosive fumes. Noxious, toxic or corrosive fumes or gasses shall not be emitted which shall be injurious to the property, vegetation or health of the people residing in any adjacent residential district.

(n) Radioactive or Electrical Disturbances. Radioactive emissions or electrical discharges shall be confined to the use and lot from which they originate and shall not occur across any lot line.

SECTION 1171.05 EXTERIOR LIGHTING STANDARDS [MOVED TO CHAPTER 1158].
(ORD 04-92 Passed 6-14-04)

SECTION 1171.06 PERFORMANCE STANDARD COMPLIANCE.

(a) Existing Uses. Whenever it is alleged that a use of land or structure creates or is likely to create or otherwise produce dangerous or objectionable elements, the Board of Zoning Appeals shall:

(1) Make a preliminary investigation of the matter and shall forward its report to Council, together with the allegation that there exists or are likely to be created such dangerous or objectionable elements.

(2) Request Council to authorize the employment of a competent specialist or testing laboratory for the purpose of determining the nature and extent of such dangerous or objectionable elements and a practicable means of remedying such condition.

(3) Upon receipt of the findings and recommendations of such specialist or laboratory, the Board may approve, partially approve subject to certain conditions, or disapprove the measures recommended therein and instruct the Director of Planning and Community Development to proceed with the enforcement of such measures in accordance with the provisions of Section 1125.02.

(4) The City shall bear the costs of various tests, consultant fees or other investigations which are required herein, provided that the owner of the use under investigation shall reimburse the City for all such expenses in the event that the operation of use of such

property is found to be in violation of the provisions of this Section by the Board or, if contested, by a court of competent jurisdiction. Such reimbursement shall be made within thirty (30) days from the date of the final Board ruling or court judgment.

(b) Proposed Uses. Applications for building permits or zoning certificates, together with plans and specifications for the manufacture or processing of materials listed in subsections (1) and (2) below, and such other uses which may be of similar characteristics in the opinion of the Director of Planning and Community Development, shall be subject to performance standard review:

(1) Manufacturing involving primary production of the following products from raw materials: asphalt, cement, charcoal and duel briquettes, aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and boneblack, creosote, hydrogen and oxygen, industrial alcohol, nitrates of explosive nature, potash, plastic materials and synthetic resins, pyroxylin, rayon, yarn, hydrochloric, nitric, phosphoric, picric and sulfuric acids; coal, coke and tar compound, explosives, fertilizers, gelatin, animal glue and size, gas manufacturing (unless incidental to a principal use), turpentine, matches, rubber, soap and fat rendering.

(2) Processing involving the following: nitrating of cotton or other materials; magnesium foundry; reduction, refining, smelting of metal or metal ores; refining of petroleum products such as gasoline, kerosene, naphtha, lubricating oil; distillation of wood or bones; melting and alloying of metals; stockyards and slag piles; storage of fireworks or explosives (unless incidental to a principal use).

(3) Materials listed in subsections (1) and (2) above, and such other uses that may have similar characteristics in the opinion of the Director of Planning and Community Development, shall be referred by the Director of Planning and Community Development to the Board of Zoning Appeals. The Board shall:

A. Make a preliminary investigation of the matter and shall forward its report to Council, together with the applications for building permits or zoning certificates, and plans and specifications for the manufacture or process of such materials.

B. Request Council to authorize the employment of a competent specialist or testing laboratory for the purpose of determining the nature and extent of the proposed manufacture or processing of such materials.

C. Upon receipt of the findings and recommendations of such specialist or laboratory, the Board may authorize a statement of compliance, deny a statement of compliance or make written recommendation to the applicant that a statement of compliance could be issued subject to certain modifications, alterations, or conditions of the proposed plans.

(4) The applicant shall bear the actual costs of all tests and investigations required for proposed uses listed under subsections (1) and (2) above, which shall be in addition to the usual building and zoning permit fees prescribed by this Zoning Ordinance.

(c) Any use authorized under the provisions of this Section shall comply continually therewith and shall remedy any additional dangerous or objectionable elements that develop in the course of operation.

SECTION 1171.07 PERFORMANCE BOND FOR DEVELOPMENT PLAN COMPLETION.

No certificate of zoning compliance or certificate of occupancy shall be issued until the improvements required by this Ordinance and as depicted in the final development plan are completed as certified by City inspection, or their completion is guaranteed by a performance bond from a banking institution of sufficient amount to cover the estimated cost of materials and labor has been posted. Such improvements include:

(a) Final grading.
(b) Paving of streets and access drives, curbing, sidewalks, etc.
(c) Gutters and storm sewers.
(d) Landscaping and screening.
(e) Traffic and directional signage.
(f) Light fixtures.

SECTION 1171.08 DESIGN CRITERIA AND PERFORMANCE STANDARDS

Ordinance 04-57 (05-24-04)

(a) Purpose. The Residential Development Design Criteria are hereby established for the following purposes:
  (1) To establish and enforce a set of criteria applicable to all residential developments that ensure that future residents of the City of Delaware are provided a minimum level of quality for their respective neighborhoods.
  (2) To provide clear policy direction and standards to the development community that ensures that the City of Delaware improves its quality of life through a set of consistent standards for residential development.
  (3) To enhance the value of private property and a sound investment climate through the establishment of consistent design criteria.
  (4) To protect the public's health, safety, and general welfare through a set of citywide design criteria that encourage a consistent quality in all neighborhoods and residential developments.

(b) Applicability. The following establishes the applicability of subsections of this section.
  (1) Subsection 1171.08(d) Neighborhood Design shall apply to all residential developments proposed for rezoning, preliminary subdivision plat, or preliminary development plan submitted after the effective date of this section.
  (2) Subsection 1171.08(e) Residential Building Design shall apply to building permits for single-family, two-family, and multi-family buildings in any and all residential developments under the following circumstances:
    A. Residential developments that have received approval of a Preliminary Subdivision Plat or Preliminary Development Plan, but which have not received approval of a Final Subdivision Plat or Final Development Plan.
    B. Residential developments that have not obtained approval of a Rezoning or Preliminary Subdivision Plat or Preliminary Development Plan.
  (3) This section shall not apply to residential developments that have building standards approved by City Council as part of a development approval at the effective date of this Ordinance.
  (4) This section shall not apply to residential buildings existing at the effective date of this Ordinance.
  (5) The requirements of this section shall not apply to additions and modifications to residential buildings referenced in subsection (3) herein and to single-family buildings constructed after the effective date of this Ordinance.

(c) Definitions.
  (1) Composition Board (Hardboard). A board made up of wood fibers and resins to form a sheet or simulated board to be used as an exterior siding.
  (2) Corbel. A course or unit of masonry that projects beyond the course below. A corbel may be used entirely for decoration or for a ledge to support a load from above.
  (3) Cornice. (a) An ornamental molding of wood or plaster that encircles a room just below the ceiling. (b) An ornamental topping that crowns a structure. (c) An exterior ornamental trim at the meeting of the roof and wall. This type of cornice usually includes a bed molding, a soffit, a fascia, and a crown molding.

(4) Dentil Work. Square tooth-like blocks used as ornamentals under a cornice

(5) Elevations. For the purposes of this section, Elevations shall exclude all openings, such as windows and doors, in applying exterior materials.

(6) Header. (a) A lintel. (b) A member extending horizontally between two supports. (c) A rectangular masonry unit laid across the thickness of a wall, so as to expose its ends.

(7) Keystone. The usually wedge-shaped uppermost, hence last, set stone or similar member of an arch, whose placement not only completes the arch but also binds or locks its other members together. May be used above a door or window in a horizontal lintel for decoration.

(8) Natural Materials. For the purposes of this section, Natural Materials shall exclude vinyl and aluminum siding. Natural Materials shall include wood, brick, stone and stucco, including synthetic or cultured products, EIFS, and fiber cement lap siding (e.g. hardy plank).

(9) Residential Developments. For the purposes of this section, Residential Developments shall include single-family and two-family subdivisions, multi-family developments whether rental or owner-occupied, and developments consisting of a mix of unit types. Residential developments do not include pre-existing individual single-family lots in subdivisions for which a Final Subdivision Plat has been approved by City Council.

(10) Shingles, Dimensional. Shingles cut to a uniform size, usually 5 inches or 6 inches wide, and used for special architectural effects.

(11) Shingles, Slate. A roof shingle made from a fine-grained metamorphic rock or composite shingle made from slate and resin.

(12) Shingles, Standard. A roof covering made from asphalt or asphalt/fiberglass generally 36-inches wide and consisting of three 12-inch non-dimensional tabs.

(13) Standing seam roof. A seam, in sheet metal and roofing, made by turning up two adjacent edges and folding the upstanding parts over themselves.

(14) Soffit. The underside of a part or member of a structure, such as a beam, stairway or arch.

(15) Soffit Board. A board that forms the soffit of a cornice.

(16) Soldier Course. A course of brick units set on end with the long, narrow face vertical on the wall face.

(17) Trim. Trim materials are used to trim various components of a residential structure, such as windows and doors. They are not the dominant siding material on a building elevation.

(18) Vinyl Siding – Contractor Grade. PVC siding typically with a thickness of .040 inches or less

(19) Vinyl Siding – Higher End. PVC siding with a thickness of .042 or more.

(20) Windows, Architectural. A window that by its design adds an ornamental feature to the home. These windows will be accented by such elements as an arch, circle, flex frame (angles), elliptical, stained or beveled glass, or grid work.

(21) Windows, Standard. Square or rectangular frame with no features mentioned in the architectural window definition.

(22) Wood Fiber Composites. See composition board.

(d) Neighborhood Design. This section provides general guidelines and shall apply to all residential developments proposed for rezoning, preliminary subdivision plat, or preliminary development plan submitted after the effective date of this section.

(1) Sense of Place.

A. Residential developments should apply imaginative design solutions that create a sense of place and identity, and a sense of connection to and context with the surrounding community.

B. Traditional suburban curvilinear block and street design should be avoided. Cul-de-sacs are strongly discouraged.

C. Streets that form a "T" intersection should be visually terminated with a building centered on the terminus, a public park, or other feature that provides visual interest and a sense of place.

D. Developments should create a positive sense of identity at their entries through landscaping, decorative fencing, and complimentary signage. A common identification monument should be used at all entry points. Entry features shall be placed in a reserve with ownership and maintenance the responsibility of a homeowners association or condominium association.

E. Residential developments should provide a mix of housing types, densities, and housing values. Concentrations of housing types are appropriate, but such concentrations should be connected via roads and sidewalks, and densities should provide a transition. Exterior materials within developments should be complimentary and not uniform.

F. Walled and gated communities are strongly discouraged.

(2) Connectivity.

A. Residential developments shall interconnect with existing adjacent stub streets and sidewalk and bikepath systems. Residential developments should provide such connections on all perimeters to provide for linkages to future developments.

B. Residential developments should provide for reasonable pedestrian paths, such as sidewalks, to nearby neighborhood commercial areas, public schools, and other civic facilities, and to adjacent bicycle/pedestrian path systems.

C. Cul-de-sacs should provide bicycle/pedestrian passages through them that connect to other streets, parks and open space corridors, or other publicly accessible corridors. Such passages shall include an eight-foot-wide asphalt path, placed in a 20-foot-wide access easement, constructed to City bikeway standards, and framed by split rail fencing with landscaping. Adjacent side yards shall be twice the depth as required per Code.

(3) Parkland.

A. Parkland placed in each development should be conveniently located to provide for a sense of arrival and identity within the development. Open space should be used to protect natural features, such as woodlands, stream corridors, and geologic features.

B. All residents in a development should be within a one-quarter to one-half mile of a park or open space.

C. The minimum size of parks shall be consistent with the standards recommended in the Comprehensive Plan.

D. Parkland shall front on a public road or private street if a condominium development for a minimum distance of 300 feet unless the design of the park would benefit from less road frontage, as recommended by the Parks Director and approved by the Planning Commission.

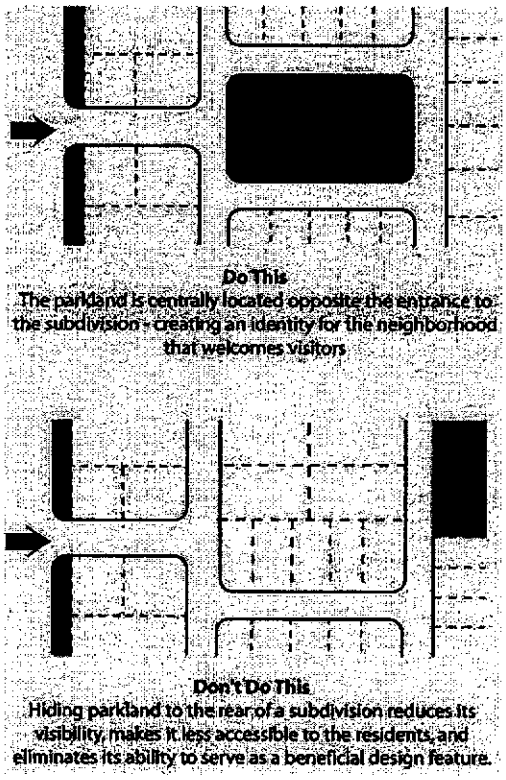
E. Parks intended for active uses, such as recreation, shall be designed to be fairly rectangular in dimensions.

F. Parks intended for passive uses, especially natural areas and walking paths, shall be linear in layout and follow the terrain.

G. Land dedicated for the purpose of active recreation shall be covered with topsoil to a depth of three inches, with positive drainage away from the area, and seeded with the following mix: 40% blue grass, 30% perennial rye, and

30% annual rye. Alternative mixes may be approved by the Director of Grounds & Facilities.

H. The developer shall install sidewalk and lighting along the frontage of the park and shall install an eight- to ten-foot-wide hiking path – mulched or asphalt surface depending on the intended use (walking vs. biking/rollerblading), as approved by the City.



(4) Site Design.

A. The layout of lots in a subdivision shall take into consideration the natural topography of the site, as well as ensuring that the highest valued wooded portions of the site, as well as unique geologic features, are preserved.

(e) Residential Building Design

(1) Architectural Styles. Developers of production housing are encouraged to provide a mix of architectural styles within single-family subdivisions to avoid the typical monotonous streetscape found in many subdivisions. Examples include the following:

A. American Colonial. Typically defined by a rectangular floor plan, one to two-and-a-half stories in height, fewer windows but divided by smaller panes. Examples include Cape Cod, Farmhouse, Dutch Colonial, and Saltbox styles.

B. Arts & Crafts. Typically with box shapes, low-rising hip roof, geometric forms, art glass, and angular protrusions. Examples include Craftsmen, Foursquare, and Prairie.

C. Classical. Typically blocky, rectangular or nearly square mass, two to three stories in height, with columns, and a symmetrical design with classical ornamentation. Examples include Georgian, Federal, and Greek Revival.

D. Contemporary Ranch: Typically a one-floor, rectangular residence, often with a front doorstep.

E. Split Level: A housing having a room or rooms somewhat above or below adjacent rooms, with the floor levels usually differing by about half a story (e.g. by-level).

F. Victorian. More extensive ornamentation than typical production homes; board-and-batten siding, decorative barge boards, high gables, and gable pendants; shingles, ornamental trim, and turrets. Examples include Eastlake, Queen Anne, Gothic Revival, and Italianate.

For multi-family developments, uniformity in architectural style is acceptable provided that buildings are sufficiently articulated so that placement of individual buildings will create a mixture of contrasting views of the buildings.

(2) Residential Exterior Standards. Schedule 1171.8a Residential Exterior Standards establishes minimum residential exterior standards by zoning district. These standards shall be enforced prior to the issuance of the building permit. Where multiple options are provided for in a specific category within a set of zoning districts, the developer/builder has the option of providing one or more of those options. The builder shall document compliance with these requirements for each individual structure on a form provided by the Department of Planning and Community Development, which shall be submitted with the building permit.

For the PRD district, the underlying zoning district standard selected for the PRD shall also correspond to Schedule 1171.8a Residential Exterior Standards. These standards do not preclude a developer or builder from enhancing the product in a given zoning district by including standards from a lower density zoning district.

Brick and stone veneer, including stucco stone, are preferred as natural materials on front elevations.

The following materials are prohibited as exterior siding (this does not include Hardy Plank or similar product):

A. Composition board or hardboard.

B. Wood fiber composites.

C. Plywood (except for soffits and porch ceilings).

Detached accessory garages shall be of similar style, color, and material selection as the primary building.

In meeting the standards for front elevations, attached garages that are an integral part of the front elevation, as determined by the Chief Building Official, shall not be included in the calculations.

Schedule 1171.8a
RESIDENTIAL EXTERIOR STANDARDS

Criteria	ER-1 and ER-2	R-1 and R-2	R-3 and R-4	R-5 and R-6		R-7 and R-8		DBMFD
				Single- and Two-Family	Multi-Family	Single-Family	Multi-Family	Multi-Family
(a) Front Elevations								
(1) Minimum 100% all natural materials	Yes				Yes		Yes	Yes
(2) Minimum 75% all natural materials					Yes			
(3) Minimum 50% all natural materials				Yes		Yes		
(4) Minimum 35% all natural materials		Yes						
(5) Minimum 25% all natural			Yes					

Criteria	ER-1 and ER-2	R-1 and R-2	R-3 and R-4	R-5 and R-6		R-7 and R-8		DBMFD
				Single- and Two-Family	Multi-Family	Single-Family	Multi-Family	Multi-Family
materials								
(b) Side and Rear Elevations								
(1) Minimum 100% all natural materials	Yes				Yes		Yes	Yes
(2) Minimum 25% all natural materials				Yes – Two-Family Only				
(3) Minimum 15% all natural materials				Yes – Single-Family only		Yes – Single-Family only		
(4) No minimum natural materials		Yes	Yes					
(c) Vinyl Siding								
(1) Higher End	Yes	Yes	Yes	Yes		Yes		
(d) Windows								
(1) Architectural Windows: front elevation required	Yes	Yes						Yes
(2) Standard Windows	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
(e) Shingles								
(1) Dimensional	Yes							Yes
(2) Standard		Yes	Yes	Yes	Yes	Yes	Yes	
(3) Standing Seam	Yes	Yes						Yes
(4) Slate	Yes	Yes						Yes
(f) Chimneys								
(1) Stone/Masonry Veneer including stucco stone	Yes	Yes: R-1 Optional: R-2						Yes
(2) Vinyl Siding			Yes	Yes	Yes	Yes	Yes	
(g) Exterior Trim								
(1) Overhangs/Soffits: Minimum 8 inches wide	Yes	Yes	Yes					
(2) Return Soffits: To match overhang	Yes	Yes	Yes					
(4) Window Trim: Minimum 4 inches net	Yes	Yes	Yes					
(h) Dormers	Optional	Optional						Optional
(i) Roof Pitch over 6:12								Yes
(1) Over 6:12	Yes	Yes						
(2) 5:12	Optional	Optional						

Yes = Required Optional = Recommended Blank = Not Required

(3) Scale of Multi-Family Buildings. Multi-family buildings shall be designed to minimize the scale of these larger structures. This shall be accomplished in one of the following ways:

A. When facing single-family homes, each segment of the front façade shall be within 10 percent of the average width of those structures.

B. The façade shall be articulated in different planes to reduce the apparent mass of the building.

C. Exterior materials shall be used creatively to break-up the façade of the building, by mixing materials and emphasizing various sections of the façade.

D. A one-story porch or similar element can be provided to define the front door and entrance of the building and to break-up the front elevation.

E. Sloping roofs such as gable and hipped roofs are the preferred primary roof form.

(4) Colors. The exterior finishes of residential buildings are encouraged to be muted. Warm earth tones are preferred. Excessively bright or harsh colors are strongly discouraged. Complimentary trim colors are encouraged. Developments in which vinyl or aluminum siding is to be used, developers/builders are encouraged to provide a broad range of siding colors to create an interesting and diverse streetscape.

(5) Garages. Developers shall provide a mix of garage types in each single-family and two-family subdivisions. At a minimum, 50 percent of all garages shall be two-car garages. Garages shall be subordinate in visual appearance to the house itself, especially the entry. Garages should not visually dominate the front elevation of residential dwellings. They should be set back behind the building line. Side or rear loaded garages are strongly encouraged where sufficient lot width or depth is provided.

(6) Landscaping and Buffers.

A. Single-family Dwellings. For on-site landscaping, the Developer/Builder shall install for each dwelling a minimum of one hardwood tree with a minimum caliper of two inches and eight shrubs (two five-gallon, two two-gallon, and four one-gallon) in mulch beds.

B. Two-family and Multi-family Buildings. For multi-family buildings, landscaping shall be used on site to reduce the impact of larger buildings on neighboring properties and the streetscape. Perimeter landscaping shall be used to soften the view of multi-family buildings. For on-site landscaping, the Developer/Builder shall install in clusters that breakup the building façade the following plant material for each 50 linear feet of building face: one deciduous tree, one evergreen tree, two ornamental trees, and ten shrubs (three five-gallon, three two-gallon, and four one-gallon) in bark mulch beds.

C. Yards. For all residential developments, all yards shall be seeded or sodded.

D. Residential Development Perimeter Landscaping along Public Rights-of-Way. Where residential developments abut a public right-of-way and require a landscape buffer treatment, buffering shall be provided in addition to the requirements of Chapter 1166. A Landscaping Plan shall be approved by the Shade Tree Commission. Such landscape buffers shall contain the following landscaping materials, at a minimum, for each 100 linear feet, or portion thereof, of arterial street frontage:

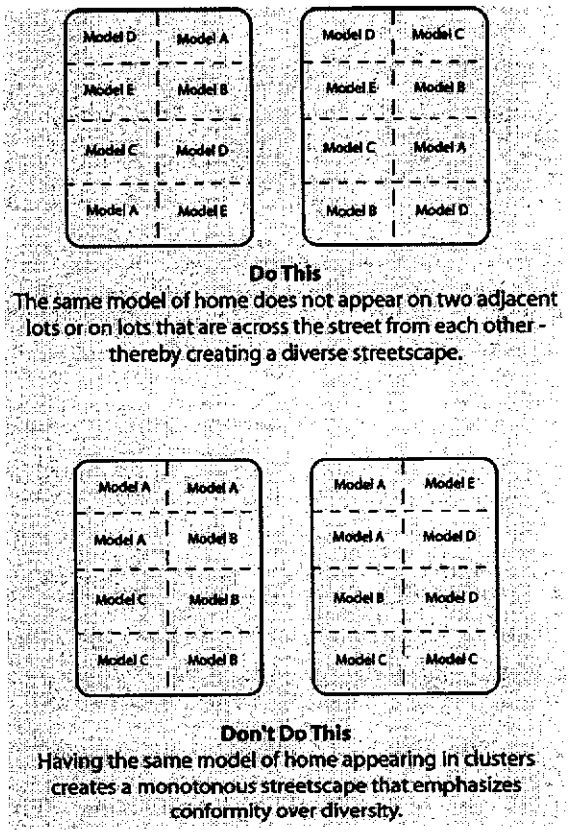
1. Eight (8) evergreen trees.
2. Two (2) shade trees.
3. One (1) ornamental tree.

E. Ground-Mounted Private Utility Boxes. Ground-mounted private utility boxes (such as electrical, telephone, and cable services) that are permitted to be placed outside of the rear yard shall be placed in the side yard at a minimum of 10 feet to the rear of the front elevation of the home. Such utility boxes shall be screened on all sides with evergreen shrubs planted at a minimum height of 24 inches and placed staggered two-feet on center, no closer than two feet to or

further than four feet from the utility box. If multiple boxes are required, they shall be placed in a cluster and screened to the same standard as noted above. The exterior of all utility boxes shall be dark green in color.

(7) Entryways. The primary entrance to a residential structure should be oriented to the street. It should be clearly defined by a raised porch or other similar entry feature. For multi-family buildings, a concrete walkway shall connect the entrance to the sidewalk system or street.

(8) Single-Family Home Models. Within single-family residential developments, the same model of home shall not be placed on adjacent lots and shall not be placed on facing lots. Within single-family residential developments, the same exterior color of home shall not be placed on adjacent lots and shall not be placed on facing lots.



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SECTION C

OTHER DOCUMENTS AND EXHIBITS

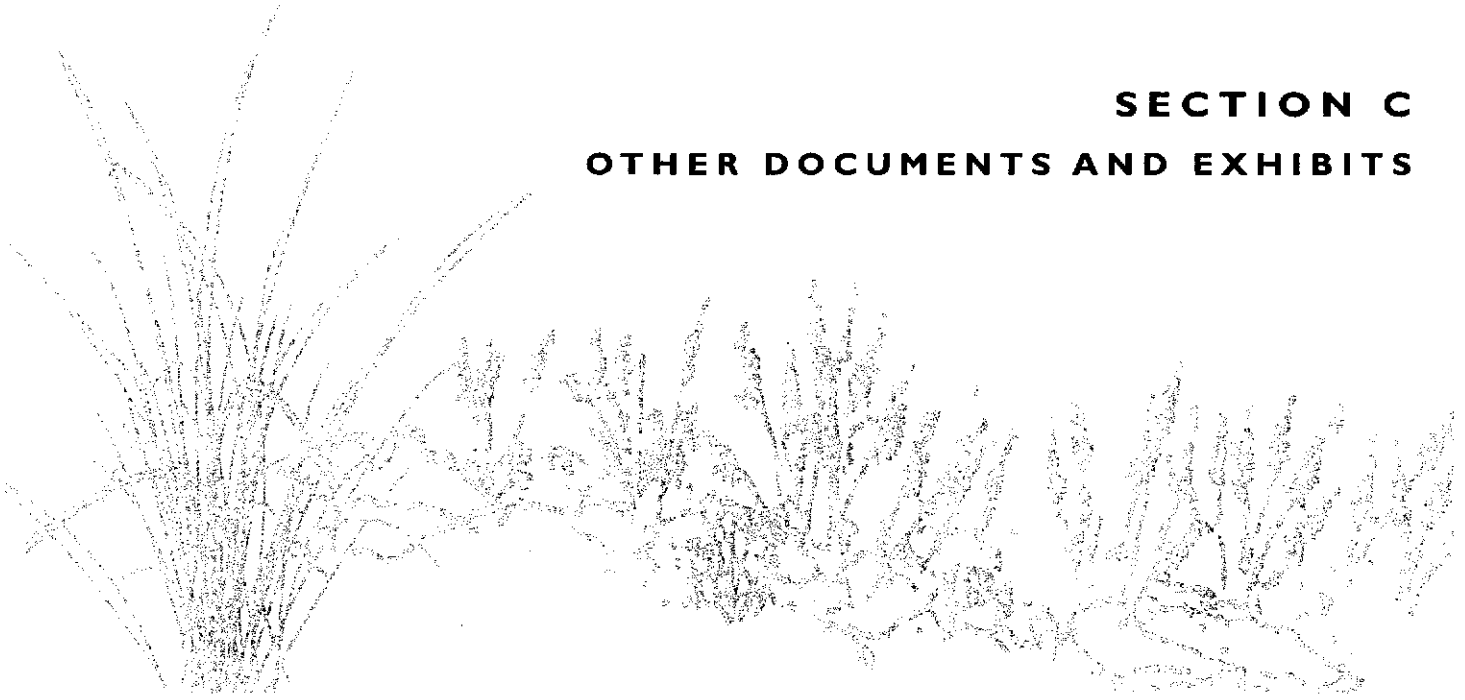


EXHIBIT C-1

LEGAL DESCRIPTION & BOUNDARY SURVEY



Description of a 210.790 Acre Tract
For Zoning Purposes

Situate in the State of Ohio, County of Delaware, City of Delaware, lying in Farm Lots 21, 22, 27 and 28, Section 3, Township 4, Range 18, United States Military District, being all that remains of an original 78.75 acre tract (Tract 1) conveyed to Robert B. Barrows, Trustee of Robert G. Barrows Declaration of Trust, by deed of record in Official Record 11, page 722, all of that 90.584 acre tract conveyed to Dominion Homes, by deed of record in Official Record 607, Page 2248, and all of that 48.615 acre tract conveyed to Dominion Homes, by deed of record in Official Record 607, Page 2251, said 210.790 acre tract being more particularly described as follows:

Beginning, at a point at the southwest corner of an 0.066 acre tract conveyed to James W. Johnson and Julie A. Johnson, by deed of record in Deed Book 658, page 132 and the northwest corner of the remainder of said original 78.75 acre tract;

Thence South 86°22'19" East, a distance of 325.12 feet, along the south line of said 0.066 acre tract, to a point at the southeast corner of a 1.139 acre tract conveyed to Steven M. Wilson and Hui Yun Wilson, by deed of record in Deed Book 652, Page 372;

Thence North 03°35'34" East, a distance of 347.17 feet, along the east line of said 1.139 acre tract, to a point in the centerline of said Cheshire Road and the north line of the remainder of said original 78.75 acre tract;

Thence South 86°22'19" East, a distance of 119.78 feet, along the centerline of said Cheshire Road and the north line of said original 78.75 acre tract, and part of the south line of a 42.790 acre tract of land conveyed to Dominion Homes, Inc., by deed of record in Official Record 625, Page 950, to a point at the northwest corner of a 0.503 acre tract conveyed to Harry C. Kesterson and Jo K. Kesterson, by deed of record in Deed Book 654, page 653;

Thence the following three (3) courses and distances along the lines of said 0.503 acre tract:

1. South 03°32'39" West, a distance of 347.17 feet, to a point;

2. South 86°22'19" East, a distance of 230.09 feet, to a point;

3. North 03°34'28" East, a distance of 82.11 feet, to a point at the southwest corner of a 1.500 acre tract conveyed to Robert A. Wren and Cynthia R. Wren, by deed of record in Deed Book 547, page 758;

Thence South 86°20'01" East, a distance of 246.49 feet, along the south line of said 1.500 acre tract, to a point in the west line of a 2.02 acre tract conveyed to Kerry Riemenschneider, DeAnn Riemenschneider and Kevin Riemenschneider, by deed of record in Deed Book 577, page 348;

Thence the following three (3) courses and distances along the lines of said 2.02 acre tract:

1. South 03°38'09" west, a distance of 179.82 feet, to a point;

2. South 86°20'46" East, a distance of 197.90 feet, to a point;

3. North 03°34'29" East, a distance of 45.06 feet, to a point at the southwest corner of a 1.813 acre tract conveyed to James K. Barrows and Jody R. Barrows, by deed of record in Official record 546, page 917;

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Thence South 86°21'18" East, a distance of 197.38 feet, along the south line of said 1.813 acre tract, to a point in the line common to said original 78.75 acre tract and said 90.584 acre tract;

Thence North 03°34'02" East, a distance of 400.14 feet, along the line common to said 1.183 acre tract and said 90.584 acre tract, to a point in the centerline of said Cheshire Road;

Thence South 86°22'19" East, a distance of 1870.94 feet, along the centerline of said Cheshire Road and the north lines of said 90.584 acres and said 48.615 acres, to a point at the northwest corner of that 1.012 acre tract conveyed to Beacher H. Vance and Alice Vance by deed of record in Deed Book 404, Page 125;

Thence the following two (2) courses and distances along the common lines to said 48.615 acre tract and said 1.012 acre tract:

1. South 03°59'30" West, a distance of 251.69 feet, to a point;

2. South 85°43'55" East, a distance of 204.93 feet, to a point in the west right of way line of the New York Central Lines railroad;

Thence along an arc of a curve to the left, having a radius of 2814.93 feet, an interior angle of 22°43'44", a chord which bears South 06°51'17" East a distance of 409.66 feet, an arc distance of 1086.74 feet, along the west right of way line of the New York Central Lines railroad and the east line of said 48.615 acre tract, to a point;

Thence South 02°40'55" East, a distance of 1782.66 feet, along the west right of way line of the New York Central Lines railroad and the east line of said 48.615 acre tract, to a point at the northeast corner of that 21.59 acre tract conveyed to John C. Eckstein, by deed of record in Deed Book 540, Page 216;

Thence North 86°47'41" West, a distance of 671.63 feet, along the south line of said 48.615 acre tract and the north line of said 21.59 acre tract, to a point at the northeast corner of that 44.049 acre tract conveyed to Evans Capital Investments, LTD, by deed of record in Official Record 311, Page 835;

Thence North 86°04'18" West, a distance of 682.68 feet, along the south lines of said 48.615 acre tract, said 90.584 acre tract and the north line of said 44.049 acre tract, to a point;

Thence South 03°35'14" West, a distance of 656.72 feet, along the east line of said 90.584 acre tract and the west line of said 44.049 acre tract to a point at a northeast corner of that 111.169 acre tract conveyed to Ray L. Grden, Ray D. Grden Jr., Gary P. Grden, and Robert L. Grden, by deed of record in Deed Book 512, page 421;

Thence North 85°17'49" West, a distance of 1139.51 feet, along the south line of said 90.584 acre tract and the north line of said 111.169 acre tract, to a point;

Thence North 03° 25' 22" East, a distance of 314.76 feet, along the west line of said 90.584 acre tract and the east line of said 111.169 acre tract, to a point at the southeast corner of said original 78.75 acre tract;

Thence North 85°06'07" West, a distance of 1166.04 feet, along the line common to said original 78.75 acre tract and said 111.169 acre tract, to a point at the common corner of said original 78.75 acre tract and a 105.278 acre tract conveyed to Grady Memorial Hospital, by deed of record in Official Record 594, Page 212;

Thence North 03°35'57" East, a distance of 2377.61 feet, , along the line common to said original 78.75 acre tract, said 105.278 acre tract and said 78.328 acre tract, to the **TRUE POINT OF BEGINNING**, containing 210.790 acres, more or less.

Bearings are based on bearings acquired by GPS observations NAD 88 (1995)-Ohio State Plain Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

All references are to the records of the Recorder's Office, Delaware County, Ohio.

The above description is intended to be used for zoning purposes only and not for the transfer of real property.

The above description was prepared by Floyd Browne Group on August 5, 2005.

Description of 112.219 Acre Tract
For Zoning Purposes

Situate in the State of Ohio, County of Delaware, City of Delaware, lying in Farm Lots 23, 25 and 26, Section 3, Township 4 North, Range 18 West, United States Military Lands, being part of that remainder of an original 98 acre tract (Tract V) conveyed to Robert B. Barrows, Trustee of Robert G. Barrows Declaration of Trust, by deed of record in Official Record 11, page 722 and all of that 42.790 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 625, Page 950, said 112.219 acre tract being more particularly described as follows:

Beginning at a point at the intersection of the centerline of Cheshire Road (County Road 72) and the westerly right of way line of the Norfolk and Southern Railroad;

Thence North 86°22'19" West, a distance of 2006.52 feet, continuing along the centerline of said Cheshire Road and the south line of said original 98 acre tract, to a point at the southeast corner of a 2.08 acre tract conveyed to Michael S. Ross, by deed of record in Deed Book 610, page 547;

Thence the following two (2) courses and distances along the lines of said 2.08 acre tract:

1. North 03°03'02" East, a distance of 470.02 feet, to a point;

2. North 86°22'19" West, a distance of 192.52 feet, to a point in the line common to said original 98 acre tract and a 42.790 acre tract conveyed to Dominion Homes, Inc., by deed of record in Official Record 625, Page 950;

Thence South 03°03'44" West, a distance of 150.09, along the east line of said 42.790 acre tract and the west line of said 2.08 acre tract, feet to a point at the northeast corner of a 1.103 acre tract of land described in deed to Thomas F. McNamara, by deed of record in Official Record Volume 345, Page 1458;

Thence, the following two (2) courses and distances along the common lines of said 42.790 acre tract and said 1.103 acre tract;

1. North 86°22'19" West, a distance of 149.71 feet, to a point;

2. South 03°03'44" West, a distance of 319.93 feet, to a point in the centerline of said Cheshire Road;

Thence North 86°22'19" West, a distance of 200.15 feet, along the centerline of said Cheshire Road and the south line of said 42.790 acre tract, to a point at the southeast corner of a 5.000 acre tract described in deed to Randal A. Harris and Michele A. Harris, by deed of record in Deed Book 547, Page 161;

Thence the following three (3) courses and distances along the common lines of said 42.790 acre tract and said 5.000 acre tract;

1. North 03°37'41" East, a distance of 726.00 feet to a point;

2. North 86°22'19" West, a distance of 300.00 feet, to a point;

3. South 03°37'41" West, a distance of 726.00 feet, to a point in the centerline of said Cheshire Road;

Thence North 86°22'19" West, a distance of 419.18 feet, along the centerline of said Cheshire Road and the south line of said 42.790 acre tract, to a point at the southeast

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corner of that 3.261 acre tract conveyed to Tanglewood Golf Course Company, by deed of record in Official Record Volume 542, Page 2642;

Thence North 03°31'42 East, a distance of 905.00 feet, with the east line of said 3.261 acre tract and the west line of said 42.790 acre tract, to a point;

Thence North 12°36'22" East, a distance of 728.89 feet, continue with the east line of said 3.261 acre tract and the west line of said 42.790 acre tract, to a point;

Thence North 48°24'43" West, a distance of 215.91 feet, along the north line of said 3.261 acre tract and the west line of said 42.790 acre tract, to a point in the west line of said Farm Lot 25 and the east line of 32.866 acre tract conveyed to Tanglewood Golf Course Company by deed of record in Official Record Volume 463, Page 2009;

Thence North 03°31'42 East, a distance of 277.80 feet, continue with the east line of said Farm Lot 25, and the west line of said 42.790 acre tract and the east line of said 32.866 acre tract, to a point at the common corner of said 42.790 acre tract and said 32.866 acre tract and a 93.625 acre tract of land described in deed to Tanglewood Investment Company LLC, by deed of record in Official Record Volume 495, Page 1065;

Thence South 86°24'55" East, a distance of 1768.84 feet, along the line common to said 42.790 acre tract, said original 98 acre tract and said 93.625 acre tract, to a point in the westerly right-of-way line of the Norfolk and Southern Railroad;

Thence the following two (2) courses and distances along westerly right-of-way lines of Norfolk and Southern Railroad:

1. South 38°41'22" East, a distance of 1463.47 feet, to a point;

2. With the arc of a curve to the right, having a radius of 2824.98 feet, an interior angle of 22°43'44", a chord which bears South 27°19'29" East at 1113.32 feet; an arc distance of 1120.65 feet, passing a 1" iron pipe found (R.D. Zande) at a distance of 1086.74 feet, to the **TRUE POINT OF BEGINNING**, containing 112.219 acres, more or less.

Bearings are based on bearings acquired by GPS observations NAD (1995)-Ohio State Plain Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

All references are to the records of the Recorder's Office, Delaware County, Ohio

The above description is intended to be used for zoning purposes only and not to be used for the transfer of real property.

The above description was prepared by Floyd Browne Group on August 5, 2005.

Description of a 47.682 Acre Tract
For Zoning Purposes

Situate in the State of Ohio, County of Delaware, City of Delaware, lying in Farm Lots 23, 24, 25 and 26, Section 3, Township 4 North, Range 18 West, United States Military Lands, being part of an original 116 acre tract (Tract 2, Parcel Two) and part of an original 98 acre tract (Tract V) both tracts conveyed to Robert B. Barrows, Trustee of Robert G. Barrows Declaration of Trust, by deed of record in Official Record 11, Page 722, said 47.682 acre tract being more particularly described as follows:

BEGINNING at the intersection of the centerline of Cheshire Road (County Road 72) and the westerly right of way of the New York Central Lines, LLC;

Thence North 86°22'19" West, a distance of 30.00 feet, continuing along the centerline of said Cheshire Road and the south line of said original 98 acre tract, to a point;

Thence the following three (3) courses and distances along the easterly right-of-way line of the Norfolk and Western Railroad:

1. With the arc of a curve to the left, having a radius of 2381.93 feet, an interior angle of 21°30'37", a chord which bears North 24°41'06" West at 889.00 feet, an arc distance of 894.24 feet, to a point;

2. With the arc of a curve to the left, having a radius of 2924.93 feet, an interior angle of 06°03'18", a chord which bears North 35°39'42" West at 308.96 feet, an arc distance of 309.11 feet, to a point;

3. North 38°41'14" West, a distance of 1372.96 feet, to a point at the southwest corner of said original 116 acre tract and an original 74.440 acre tract conveyed to J. Richard Isler and Linda Sue Isler, by deed of record in Deed Book 407, page 584;

Thence the following five (5) courses and distances along the lines common to said original 98 acre tract, said original 116 acre tract and said original 74.440 acre tract;

1. South 86°24'55" East, a distance of 53.59 feet, to a point;

2. North 04°14'59" East, a distance of 657.10 feet, to a point:

3. South 87°27'49" East, a distance of 660.44 feet, to a point;

4. North 03°28'35" East, a distance of 120.24 feet, to a point;

5. South 86°03'08" East, a distance of 535.32 feet, to a point in the westerly right-of-way line of the New York Central Lines, LLC Railroad;

Thence South 02°44'52" East, a distance of 2475.14 feet, along the westerly right-of-way line of said New York Central Lines, LLC Railroad, to a point at the northeast corner of a 0.195 acre tract conveyed to the Del-Co Water Co., Inc., by deed of record in Deed Book 377, page 381;

Thence the following three (3) courses and distances along the lines of said 0.195 acre tract:

1. South 87°15'08" West, a distance of 100.00 feet, to a point;

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2. South 19°26'49" East, a distance of 104.40 feet, to a point;

3. North 87°15'08" East, a distance of 70.00 feet, to a point in the westerly right-of-way line of said New York Central Lines, LLC Railroad;

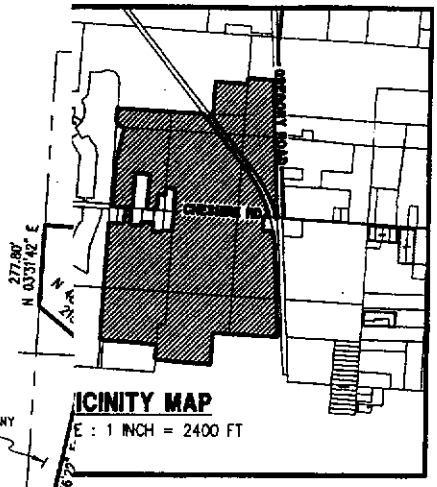
Thence South 02°44'52" East, a distance of 266.38 feet, along the westerly right-of-way line of said New York Central Lines, LLC Railroad, to the **TRUE POINT OF BEGINNING**, containing 47.682 acres, more or less.

Bearings are based on bearings acquired by GPS observations NAD 83 (1995)-Ohio State Plain Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

All references are to the records of the Recorder's Office, Delaware County, Ohio

The above description is intended to be used for zoning purposes only and not for the transfer of real property.

The above description was prepared by Floyd Browne Group on August 5, 2005.



ICINITY MAP

E : 1 INCH = 2400 FT

TANGLEWOOD GOLF COURSE COMPANY
3.261 ACRES
O.R.V. 542, PAGE 2642

TANGLEWOOD GOLF COURSE COMPANY
32.668 ACRES (TRACT 1)
O.R.V. 463, PAGE 2009

N 12°36'29" E

N 03°31'42" E 805.00'

277.89'
N 03°31'42" E

CHESHIRE ROAD (C.R. 72)

N 86°

POINT OF BEGINNING

S 86°22'19" E
325.12'

TANGLEWOOD GOLF COURSE COMPANY 78.328 AC. (TRACT 6)
O.R. 482, PG. 2009

N 03°35'57" E 2377.61'

GRADY MEMORIAL HOSPITAL
105.278 ACRES
O.R. 564, PG. 212

FARM LOT 36
FARM LOT 37

FARM LOT 37
FARM LOT 38

FARM LOT 37
FARM LOT 38

FARM LOT 28
FARM LOT 29

N 85

RAY L.
JR. CAR
GRO
D.

N

400 800 1200

ORIGINAL SCALE 1" = 400

SIS OF BEARINGS

ASED ON BEARINGS ACQUIRED BY GPS
S NAD 88(1995)-OHIO STATE PLANE
EM-NORTH ZONE FROM THE DELAWARE
DETIC CONTROL MONUMENTATION.

NOTE

HIBIT IS FOR ZONING PURPOSES ONLY
I TO BE USED FOR THE TRANSFER OF
REAL PROPERTY.

IT

219 ACRES
IES

LAWARE, CITY OF DELAWARE,
26, 27, AND 28, SECTION 3,
18,
LANDS

Central Ohio
740.363.6792
40.363.6536 fax
w.floydbrowne.com

& West Virginia

JOB NUMBER: 05-004-02	
FILE NAME: 05-004 ZONING.DWG	
PROJECT NUMBER 05-004-02	
DATE AUGUST 5, 2005	
DRAWN BY MAS	CHECKED BY MAS
PROJECT MANAGER R JACKSON	

File: G:\CLIENT\DOMINION HOMES\05\05-004\SURVEY-OFFICE\05-004 ZONING.DWG - Aug 05, 2005 8:55am

EXHIBIT C-2

COMMUNITY IMPACT ASSESSMENT

COMMUNITY IMPACT ASSESSMENT
FOR THE COMMUNITIES AT GLENROSS ANNEXATION

This Community Impact Assessment (CIA) is submitted in support of the annexation of 381± acres to the City of Delaware, Ohio and subsequent rezoning of 374± acres lying east of the Tanglewood Golf Course on the north and south sides of Cheshire Road. All of the properties subject to the CIA are collectively referred to as the "Combined Properties." The area will be developed for residential uses supportive and consistent with the Delaware Comprehensive Plan (2004) and compatible with the relocation of Grady Memorial Hospital to an interior 105-acre tract adjacent and southwest of the Combined Properties, with approximately 56 acres devoted to open space and school sites, all as set forth in the proposed Development Plan, attached hereto as Exhibit A.

This CIA addresses the effects the proposed project will have on public service facilities, public uses, and any other areas that might affect the health, safety, general welfare and quality of life in the City. The information herein reflects the level of planning to date which includes the long term development of a major hospital complex with ancillary professional buildings, offices and general commercial uses supportive of, and compatible with the hospital development, construction of Glenn Road, and related residential development in the developing Glenn Road corridor. The economic projections reflect the desirability for higher end housing in the area based on the success of the BIA Parade of Homes.

Site Specific Information.

Attached hereto as Exhibit B is a copy of the annexation maps of the Combined Properties prepared by R.D. Zande & Associates. Adjacent owners are identified thereon. Exhibit C sets forth summary data pertaining to the tax parcels comprising the Combined Properties which are included within the CIA. As of the date hereof, all of the parcels are agricultural farm land. Development standards to be adopted as a part of the rezoning are attached hereto as Exhibit D. Exhibit E is a list of all adjacent properties with pertinent parcel information and current and potential uses. Exhibits F is a plan showing probable uses of adjacent properties compatible with the proposed development of the Combined Properties. Exhibit G is the most recent aerial photograph of the Combined Properties and adjacent properties from the Delaware County GIS records.

Environmental Impacts.

The Combined Properties are primarily actively farmed as of the date hereof. Although there are various wooded fence rows, there are no wooded areas or jurisdictional wetlands on the Combined Properties. With the exception of a drainage swale currently running east to west and parallel and north of Cheshire Road known as the Gregory Ditch, the land is predominantly flat dropping only five feet from the eastern end to the Tanglewood Golf Course, the Glenross development, and Grady Hospital Site to the west and southwest, an average distance of approximately 4800 feet. All of these features are shown on Exhibits F, G and H, the latter two

being maps prepared from the Delaware County GIS records. Off site, the Tanglewood Golf Course boundary is marked on the south by a forested area containing the upper reaches of the intermittent stream which runs to the southwest, and primarily north and south of Cheshire Road by the golf course itself and open space being developed as a part of the mixed residential Glenross community. Part of the golf course is expanded into the northwestern fringe of the Combined Properties. To the south are agricultural fields continuing to scattered single family residences along Peachblow Road. To the east and north east are the Norfolk Southern dual railroad tracks with agricultural uses further to the east in Berlin Township. Along the northwest border are lands to be developed as a part of Glenross. Soils are depicted on Exhibit H. The Combined Properties are well drained by existing agricultural field tiles and the Gregory Ditch. The Combined Properties are typical farm fields with no exceptional ecological systems.

Developmental Impacts.

Air and Noise Pollution. Of necessity, there will be noise generated by heavy equipment during the construction period for infrastructure and roads, and for a longer duration but lesser volume during the home construction period. Depending on which property is involved, these noises could be generated sporadically over a number of years. Once developed, no unusual noises are anticipated from the residential uses other than is normal for such developments. All facilities will be utilizing natural gas and/or electric for HVAC and no adverse environmental impacts are anticipated. During construction, dust will be controlled as required by Ohio Environmental Protection Agency ("OEPA") fugitive dust regulations. Due to distances from developed areas, no nuisance dust concentrations are anticipated.

Sanitary Sewers and Storm Drainage. Sanitary sewers will be provided to service the Combined Properties by the City of Delaware, initially through a temporary connection to the South Central sewer system, and ultimately from the Southeast Highlands Trunk system. Temporary sewer service will be available to initially serve the Combined Properties by December 31, 2005 and permanent service by December 31, 2006. During construction activities, storm water run off will be controlled as mandated by OEPA regulations and NPDES nationwide permits for construction activities. Both during construction and after development, all excess storm water will be conveyed off site through on site detention and retention basins, then via the Gregory Ditch to the intermittent stream to the southwest. Storm water will be retained on site in various ponding / detention structures conceptually shown on Exhibit A to assure that the rate of offsite flow is not above that from a standard single family subdivision. Common sewers and drains will be constructed coincident with construction of Cheshire Road in conjunction with development of Glenross. All anticipated infrastructure improvements are shown on Exhibit I. All infrastructure will be constructed following approval by the City of Delaware.

Traffic and Parking. Exhibits A and I set forth the road plan for the site and surrounding areas. The proposed road network provides prime north south access via Glenn Road and east west via Cheshire Road after the Glenn Road Phase III segment is completed (see Delaware commitments made as a part of the Grady Hospital PAA). All roads will be constructed site per Delaware standards.

View interference. The property is flat table land with good visibility east to west and north to south. Wooded areas preclude views to the southwest. These features are expected to remain.

Historical Sites. There are no historical structures on the property.

Compatibility. Exhibit D sets forth the design standards for the developments to occur on the Combined Properties. Through application of these high standards, compatibility throughout the Combined Properties will be maintained establishing a pleasing and harmonious development. Except as set forth on Exhibit D, development standards set forth in the Delaware Zoning Ordinance will control.

Impact on Public Services.

(1) Tax effect. Exhibit J ("Glen Meadows" section) sets forth projected real property values in excess of $316,420,000, excluding improvements to the school site and parks. The residents are anticipated to conservatively have combined incomes in excess of $104,152,000, generating Delaware income tax revenue in excess of $1,666,000 and real estate taxes in excess of $4,570,000 from the proposed development annually after construction is complete (2005 dollars). Based on various assumptions, total additional direct economic impacts are set forth on Exhibit J. These forecasts are based on a similer development in Glen Oak, Orange Township, and preliminary data from the BIA Parade of Homes sales in Glenross. Exhibit J also sets forth comparative data for Glenross.

(2) Police, EMS, and Fire. All services can be provided by the City of Delaware, with back up services through mutual aid agreements with Berlin and Liberty Townships.

(3) Schools. The site is within the Olentangy School District. Based on the housing mix and the non residential acreage, the number of school age children is anticipated to be about 316 children in 2011 and 479 children at build out based on current Olentangy School District ratios. Dominion will contribute to the Olentangy School District a 33+/- acre site for use as an elementary school having a nominal value of $1,640,000. Potential real estate tax revenues flowing to the school district in 2011 from these new developments is approximately $3,267,000, subject to the impact of the Tax Increment Financing ("TIF") discussed below. This equates to $10,345 per student, $3,345 above the $7000 per student current cost of education in the Olentangy district. As shown on Exhibit K over the first six years of the project, $3,547,000 of revenues in excess of nominal local support rates are generated.

(4) Parks and Recreation. Through a combination of neighborhood parks, 34.5 acres will be developed as public park land. An additional 16.2 acres will be maintained by the home owners association as neighborhood parks as shown on Exhibit A.

(5) Transportation Improvements. Dominion will be contributing to the costs of Glenn Road and will construct improvements on Cheshire Road as necessitated by impacts from the Combined Properties. The transportation impact fees will generate more than $881,000 payable as building permits are issued, and the 7.5 mills assessment will generate more than $824,400 annually, both after full build out, both revenue sources are to be used exclusively to offset the costs of the southern portion of Glenn Road as specified in the Pre Annexation Agreement ("PAA").

(6) Impact Fees. The Combined properties will generate more than $1,300,000 in impact fees to the City of Delaware for use in other public improvements at current SFR rates.

(7) Sewer Assessment. The Combined Properties will generate more than $2,819,000 in special assessments to offset the cost of the Southeast Highlands Sewer, in addition to the tap charges and monthly services otherwise charged pursuant to Delaware ordinances.

(8) Tap Charges. Total tap charges for sewer and water at 2005 rates are in excess of $7,312,000 at build out of the Project based on anticipated. Exhibit K sets forth anticipated infrastructure revenues to the City during the first five years of the Project.

General Requirements.

(9) Financial interest. Projected future values are set forth on Exhibit J, and include:

A. Pursuant to the PAA, a series of charges will be collected as development progresses. Over and above the normal Impact Fees paid to Delaware per ordinance, these charges include the Base Sewer Assessment, the Transportation Impact Charge, and the 7.5 mil benefit assessment, all to be collected pursuant to a Finance Schedule to be developed by Dominion and Delaware as set forth in Section 7 of the PAA. The estimated phasing of these financial contributions are set forth on Exhibit K for the first five years of the Project.

B. Exhibit L identifies all parcels which can potentially be included within the Community Authority and TIF. At build out, a partial school TIF on the Combined Properties could be expected to generate in excess of $1,245,000 per year (an amount equivalent to the excess per student revenue generated by the Combined Properties) to help offset any general infrastructure costs not specifically provided for in the PAA.

C. There is no involvement by any elected or appointed public official.

(10) Coordination. Extensive coordination has been had with the City of Delaware, Delaware County Regional Planning, and the Olentangy School District.

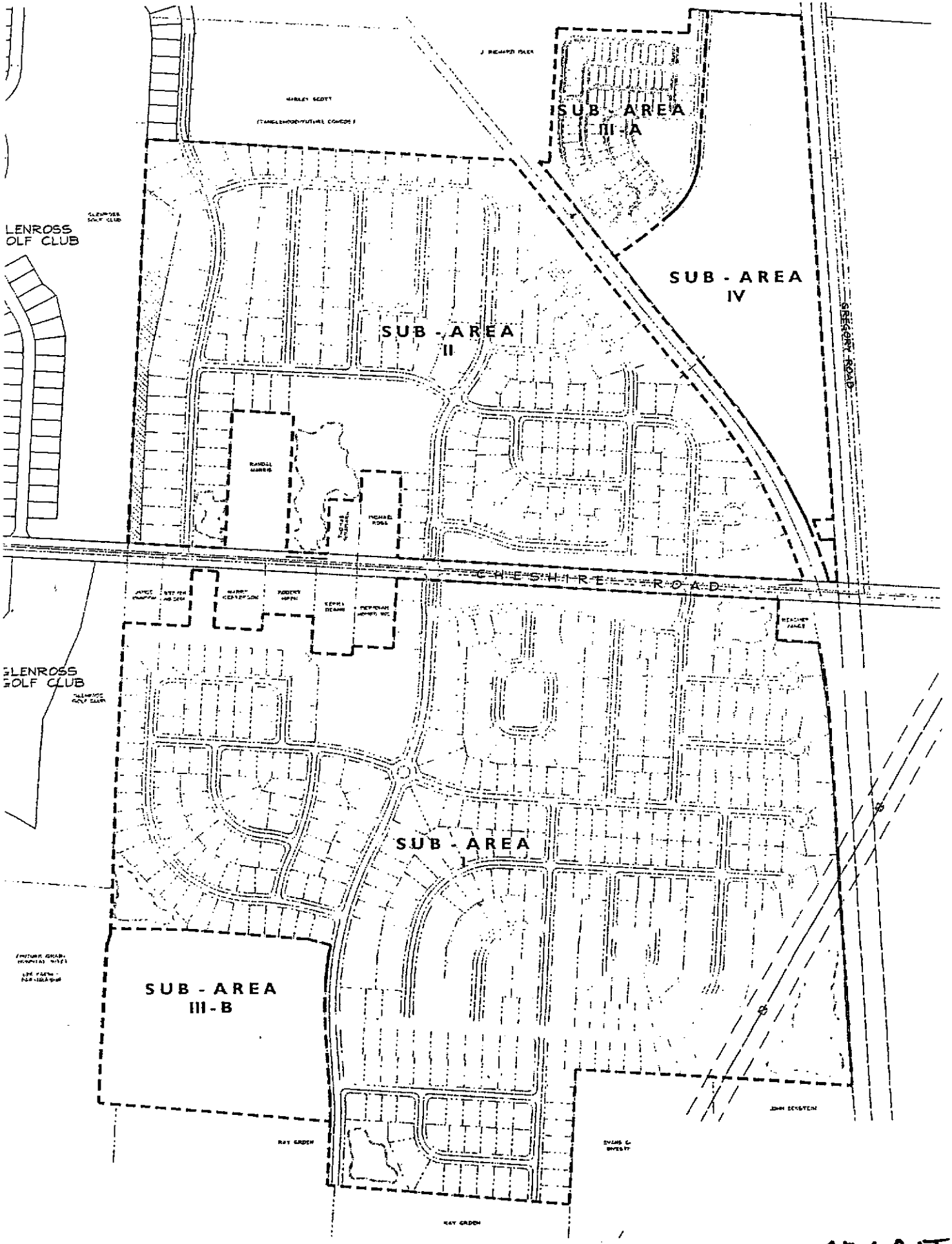
(11) Economic impact. As set forth on Exhibit J, total development of the Combined Properties is anticipated to create 50 jobs in the elementary school, and generate more than $104,150,000 in personal income, $4,570,000 in real estate taxes, and $1,301,000 in income taxes for the City of Delaware. Further, contributed impact fees, transportation impact fees for Glenn Road, and one year of benefit assessment tax collection (after build out) will total more than $11,135,000. Exhibit L sets forth the probable economic impact of the larger Delaware South area which includes lands east and west of Glenn Road, north from Peachblow Road and south from Berlin Station Road.

(12) Construction scheduling. Within 6 months of final rezoning, construction of sewers and water lines to the Combined Properties will commence. Within 6 months of approval of construction plans by Delaware, weather permitting, the construction of the improvements to Cheshire Road will commence. Construction of the individual residences and interior streets will commence at the same time.

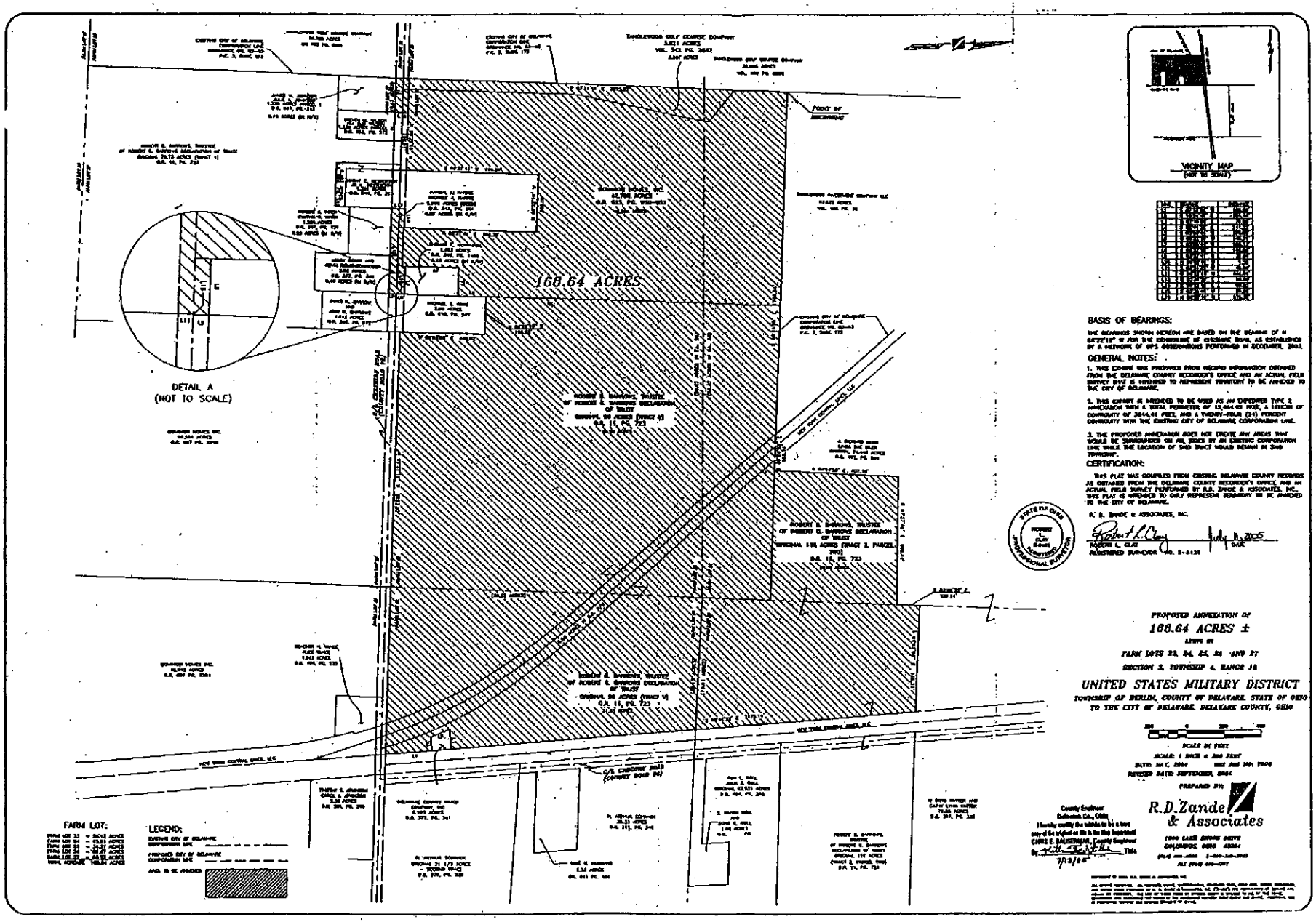
(13) Adjacent Development. Exhibit F sets forth the probable development of adjacent properties based on announced plans and the Delaware Comprehensive Plan.

INDEX OF EXHIBITS

Description	*Exhibit*
Development Plan for the Combined Properties (6/1/05 by POD)	A
Annexation maps of the Combined Properties dated August, 2004	B
Summary data pertaining to the parcels comprising the Combined Properties	C
Development Standards for the development of the Combined Properties	D
Adjacent property list, including pertinent parcel information, and current and potential uses	E
Plan showing potential uses of adjacent properties	F
Aerial photograph and topographical map(from the Delaware County GIS records) of the Combined Properties and adjacent properties	G
Soil map (from the Delaware County GIS records) of the Combined Properties and adjacent properties	H
Infrastructure Map	I
Total Economic Impact Analysis (includes Glenross)	J
Phased Economic Impact Analysis including School Impacts	K
Delaware South Development Area	L



CIA EXHIBIT A



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N 88°25'19" W FOR THE CENTERLINE OF CHESHIRE ROAD, AS ESTABLISHED BY A NETWORK OF GPS OBSERVATIONS PERFORMED IN DECEMBER, 2003.

GENERAL NOTES:

1. THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION OBTAINED FROM THE DELAWARE COUNTY RECORDER'S OFFICE AND AN ACTUAL FIELD SURVEY THAT IS INTENDED TO REPRESENT TERRITORY TO BE ANNEXED TO THE CITY OF DELAWARE.

2. THIS EXHIBIT IS INTENDED TO BE USED AS AN EXPEDITED TYPE 3 ANNEXATION WITH A TOTAL PERIMETER OF 12,444.69 FEET, A LENGTH OF CONTIGUITY OF 3644.41 FEET, AND A TWENTY-FOUR (24) PERCENT CONTIGUITY WITH THE EXISTING CITY OF DELAWARE CORPORATION LINE.

3. THE PROPOSED ANNEXATION DOES NOT CREATE ANY AREAS THAT WOULD BE SURROUNDED ON ALL SIDES BY AN EXISTING CORPORATION LINE WHILE THE LOCATION OF SAID TRACT WOULD REMAIN IN SAID TOWNSHIP.

CERTIFICATION:

THIS PLAT WAS COMPILED FROM EXISTING DELAWARE COUNTY RECORDS AS OBTAINED FROM THE DELAWARE COUNTY RECORDER'S OFFICE AND AN ACTUAL FIELD SURVEY PERFORMED BY R.D. ZANDE & ASSOCIATES, INC. THIS PLAT IS INTENDED TO ONLY REPRESENT TERRITORY TO BE ANNEXED TO THE CITY OF DELAWARE.

R. D. ZANDE & ASSOCIATES, INC.

ROBERT L. CLAY — DATE July 8, 2005
REGISTERED SURVEYOR NO. S-6131

STATE OF OHIO — ROBERT L. CLAY — 6131 — REGISTERED PROFESSIONAL SURVEYOR

PROPOSED ANNEXATION OF

168.64 ACRES ±

LYING IN

FARM LOTS 23, 24, 25, 26 AND 27

SECTION 3, TOWNSHIP 4, RANGE 18

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF BERLIN, COUNTY OF DELAWARE, STATE OF OHIO
TO THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO

SCALE IN FEET

SCALE: 1 INCH = 200 FEET

DATE: MAY, 2004 — REVISED DATE: SEPTEMBER, 2004

PREPARED BY:

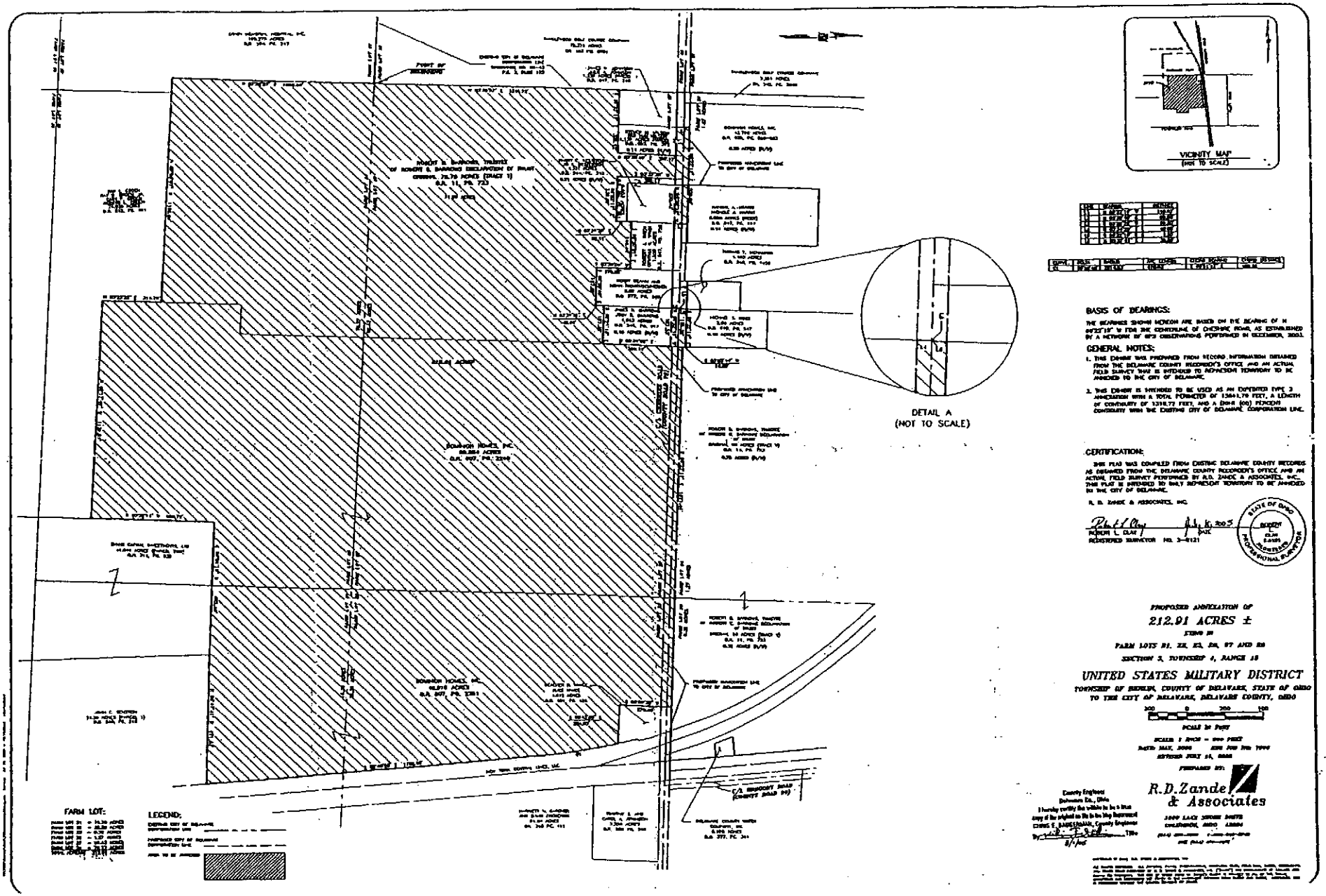
R.D. Zande & Associates

1500 LAST BROAD DRIVE
COLUMBUS, OHIO 43204

County Engineer
Delaware Co., Ohio
I hereby certify the within to be a true copy of the original on file in the this department
CHRIS E. BAUSERMAN, County Engineer
By _____ Title _____
7/13/05

CIA EXHIBIT B-1

CIA EXHIBIT B-1



C1A EXHIBIT B2

C1A EXHIBIT B-2

EXHIBIT C

INDIVIDUAL PARCEL INFORMATION

Tax Parcel No.	Owner	Address	Acreage	Contact Information
41832001014000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	11.25	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001016000	Dominion Homes, Inc.	5000 Tuttle Crossing Blvd. P. O. Box 8009 Dublin, Ohio 43016-2009	32.636	Thomas L. Hart, Esq. P.O. Box 8009 Dublin, Ohio 43016-2009
41832001013000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	53.42	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001012000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	24.12	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001035000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	39.997	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001040000	Dominion Homes, Inc.	5000 Tuttle Crossing Blvd. P. O. Box 8009 Dublin, Ohio 43016-2009	90.584	Thomas L. Hart, Esq. P.O. Box 8009 Dublin, Ohio 43016-2009
41832001036000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	29.5	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324

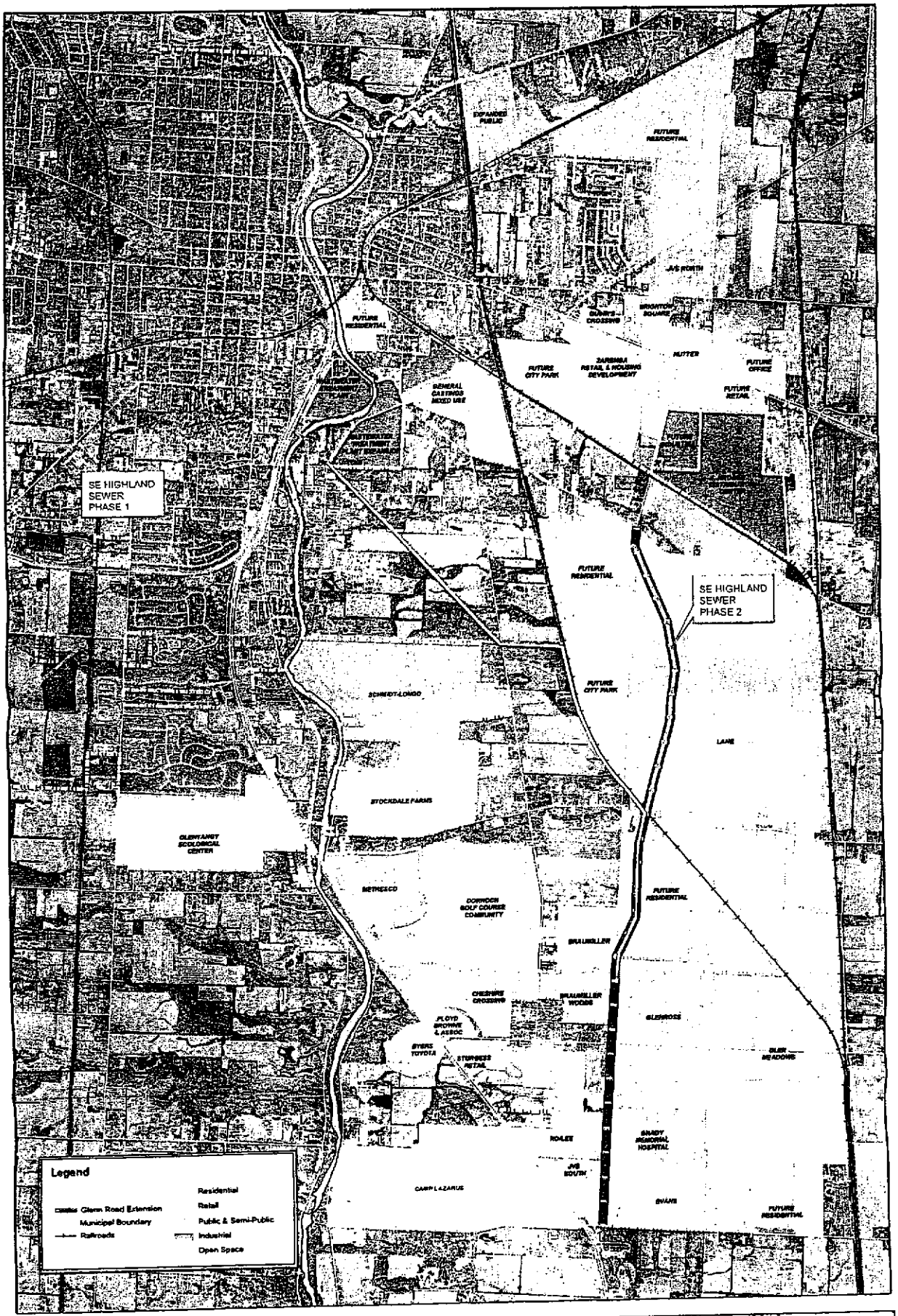
41832001042000	Dominion Homes, Inc.	5000 Tuttle Crossing Blvd. P.O. Box 8009 Dublin, Ohio 43016-2009	48.615	Thomas L. Hart, Esq. P.O. Box 8009 Dublin, Ohio 43016-2009
41832001004000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	10.0	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001005000	Robert B. Barrows, Trustee	2983 State Route 37 East Delaware, Ohio 43015	50.25	G. Scott Miller, Esq. 105 North Union Street, Suite A Delaware, Ohio 43015 (740) 363-1324
41832001016001	Tanglewood Golf Course Company	207 North Fourth St. Columbus, Ohio 43215	3.261	
Totals	11 Parcels		364.133	

CIA Exhibit D (Please See Development Text)

EXHIBIT E

TAX PARCEL NO.	OWNER(S) & MAILING ADDRESS	CURRENT USE	POTENTIAL USE
41832001025001	Tanglewood Investment Company LLC 207 North Fourth Street Columbus, OH 43215	Agricultural	Single Family Residential
41832001035002	James W. & Julie A. Johnson 1516 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001035003 41832001035004	Steven M. & Hui Yun Wilson 1540 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001033000	Harry C. & Jo K. Kesterson 1630 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001034000	Robert A. & Cynthia R. Wren 1670 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001035001	Kerry D. & Kevin Riemenschneider 1720 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001039000	James K. & Jody R. Barrows 1770 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001002000	J. Richard & Linda Sue Isler 246 Alumwood Drive Westerville, OH 43081	Agriculture	Single Family Residential (?)
41832001001000	M. Boyd Katter & Cathy L. Katter, Trustees 2379 Gregory Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001006000	Tom L. and Julia A. Roll 2747 Gregory Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001007000	S. Aaron Roll & Jayme K. Roll 2791 Gregory Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001008000 41832001010000	H. Arthur Schanck 2785 Cheshire Road Delaware, OH 43015	Agriculture	Agriculture
41832001009000	Mike K. Hubbard 2953 Gregory Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001011000	Del-Co Water Co. Inc. 6773 Olentangy River Road Delaware, OH 43015	Public Water Supply	Public Water Supply
41832001045000	Timothy S. & Carol A. Atkinson 2338 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001044000	Beacher H. & Alice Vance 2226 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence

TAX PARCEL NO.	OWNER(S) & MAILING ADDRESS	CURRENT USE	POTENTIAL USE
41832001013001	Michael S. Ross 1761 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001017000	Thomas F. McNamara 1725 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41832001018000	Randal A. & Michele A. Harris 1663 Cheshire Road Delaware, OH 43015	Single Family Residence	Single Family Residence
41823001027000	Tanglewood Golf Course Company 207 North Fourth Street Columbus, OH 43215	Golf Course	Golf Course
41831001047000 41831001048000	David Frederick Gardner 2823 Lymington Road Columbus, OH 43220	Agriculture	Single Family Residential (?)
41833001001000	John C. Eckstein 2001 Peachblow Road Lewis Center, OH 43035	Single Family Residence	Single Family Residence
4183300101000	Evans Capital Investments 925 Old Henderson Road Columbus, OH 43220	Agriculture	Mixed Use
41833001018000 41832001038000	Ray L. Grden 6299 South Section Line Road Delaware, OH 43015	Agriculture	Single Family Residential (?)
41832001031000	Grady Memorial Hospital 561 W. Central Avenue Delaware, OH 43015	Agriculture	Hospital Campus



City of Delaware Ohio

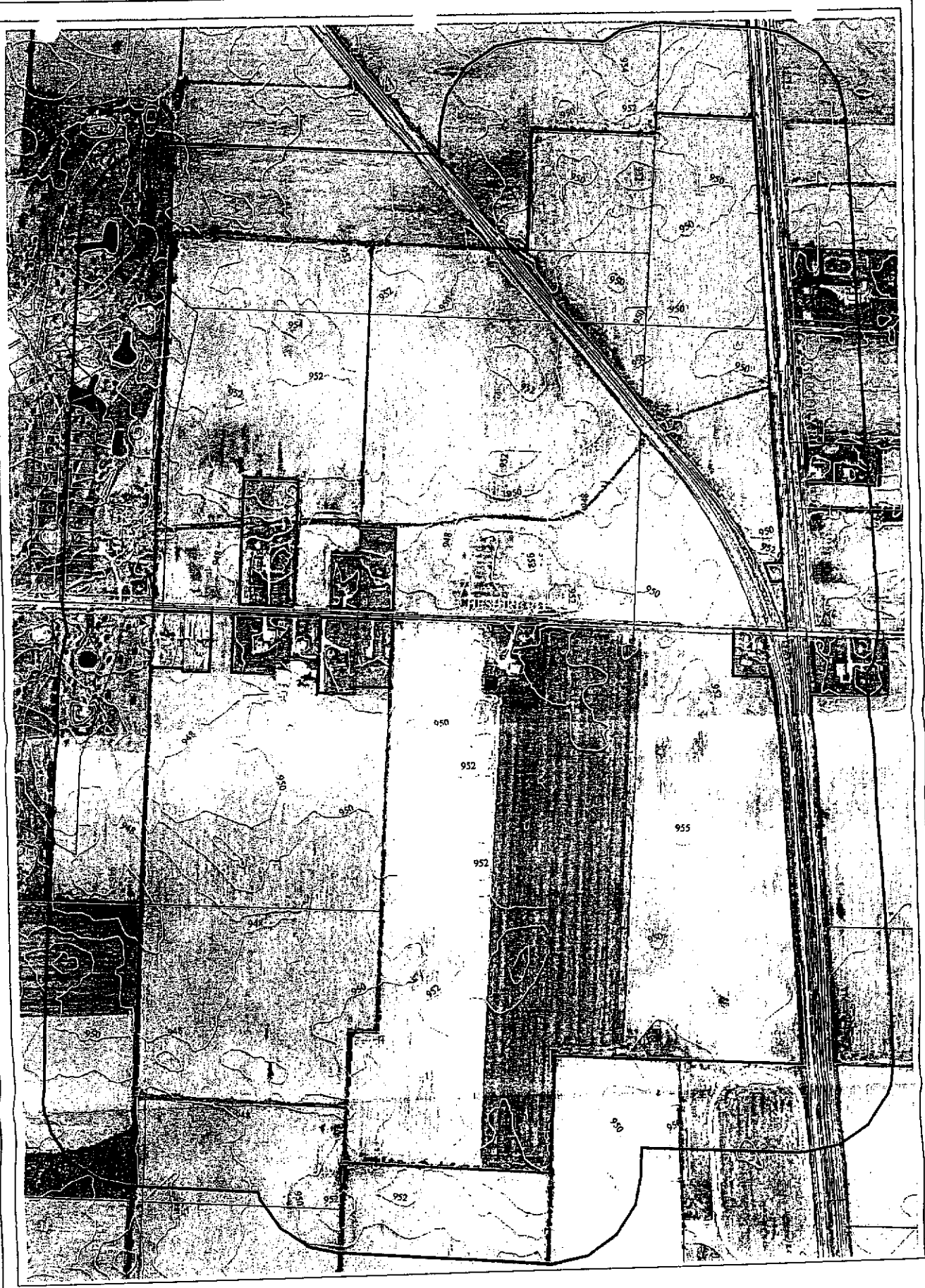
SOUTH EAST AREA DEVELOPMENT

F

Sources: Aerial Photo 2001 - Del Co. D&LIS Project
Glenn Road Extension - Floyd Browne Group

CIA Exhibit F

CIA Exhibit F



Aerial Photo -- Delaware County, Ohio, April, 2002

CIA Exhibit D

Prepared By: Delaware County Regional Planning Commission (740) 833-2260
http://www.dcrpc.org
Original Data Provided by The Delaware County Auditor's DALIS Project
(Parcels, Roads, Township Boundaries, Orthophoto, Road Right of Way.)

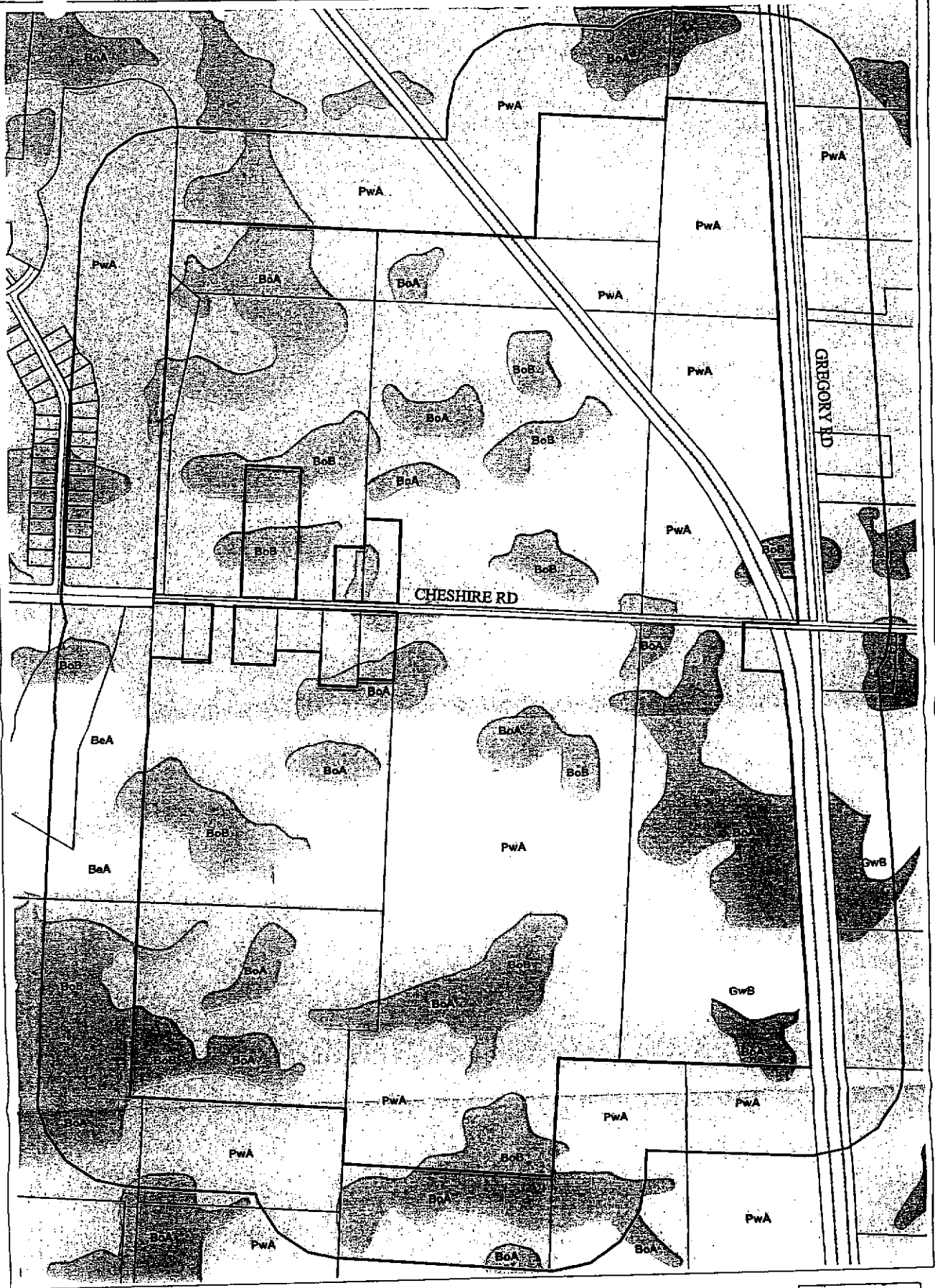
N W E S

0 100 200 300 400 500 600 700 800 Feet

Scale: 1" = 500'

- Proposed Annexation
- Buffer 500' from Proposed Annexation
- Road Centerlines
- Road Right of Way
- Property Lines
- 2' Contour Lines

CIA Exhibit G



Soil Map -- Delaware County, Ohio, April, 2002

Soil Type
- BeA
- BoA
- BoB
- GwB
- GwC2
- LsA
- LyD2
- LyE2
- PwA
- SoA

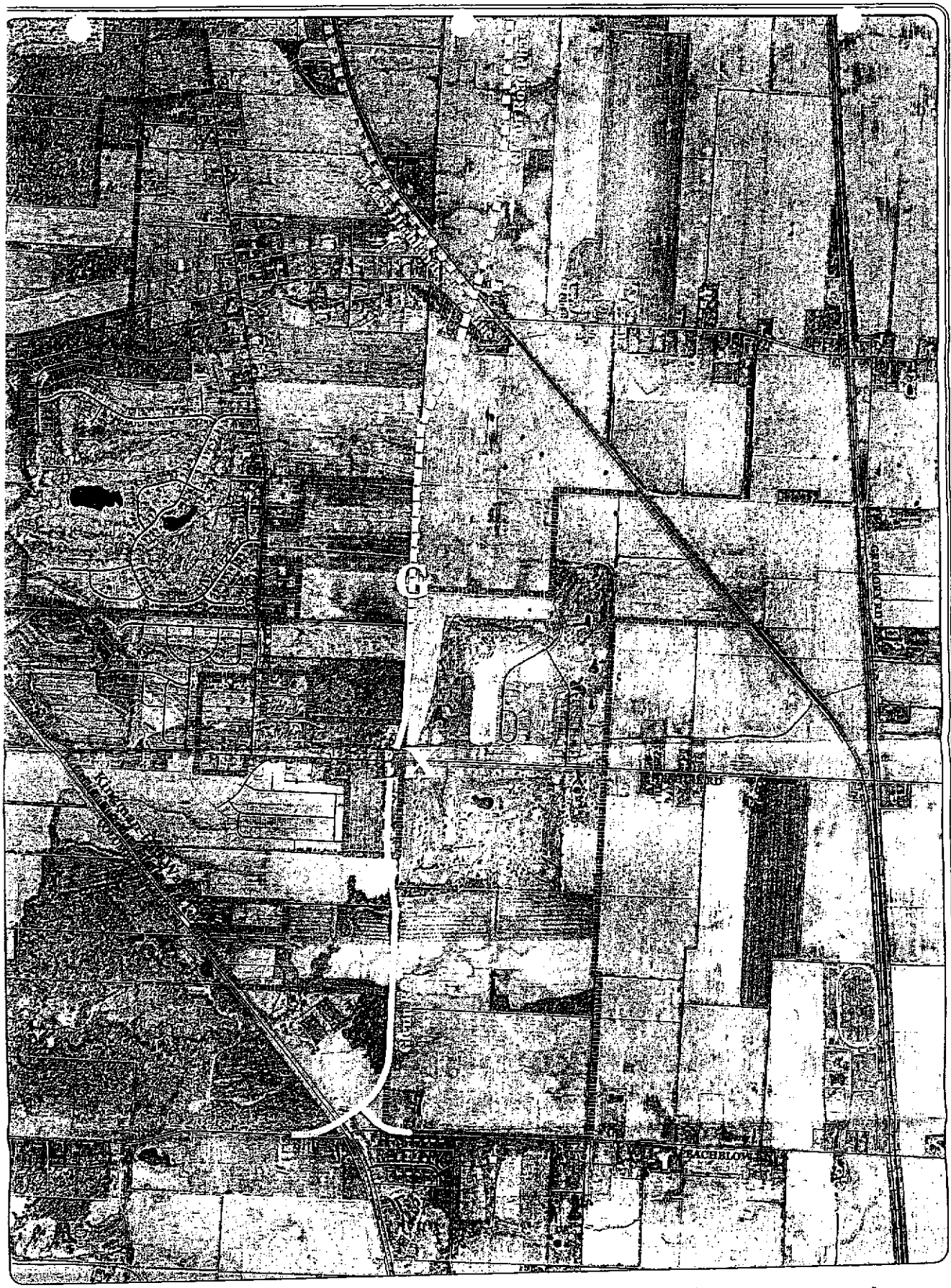
- Proposed Annexation
- Buffer 500' from Proposed Annexation
- Road Centerlines
- Road ROW
- Railroads
- Railroad ROW
- Property Lines

0 100 200 300 400 500 600 700 800 Feet

Scale: 1" = 500'

Prepared By: Delaware County Regional Planning Commission (740) 833-2260
http://www.dcrpc.org
Original Data Provided by The Delaware County Auditor's DALIS Project
(Parcels, Roads, Township Boundaries, Orthophoto, Road Right of Way.)

CIA EXHIBIT H



Barrows-McNamara Pre-Annexation Agreement

Exhibit E: Infrastructure Plan

City Boundary
Parcel Boundary
Road Centerline
Railroad
Glenn Road (proposed)
Southeast Highlands Sewer (proposed)
Kingman-Hill Water

0 650 1,300 2,600 Feet

Source: Delaware County Auditor's Office DALIS Project and City of Delaware Planning & Community Development, June 2005

CIA EXHIBIT I

CIA EXHIBIT J

GLEN MEADOWS
Economic Impact Analysis
(Including Glenross)

Glen Meadows Planning Area[1]	Type	Home Lots[2]	$/Home (000)[3,4]	Total Value (000)[5]	Residents[6]	Household Income (000)[7]	Resident Inc. Tax (000)[8]	R/E Tax[9]	Impact Fees (000)[10]	Non School R/E Tax[11]	Transport. Impact Fee[12]	Annual Benefit Assess.[13]
North SFR	SF Resid	233	400	$ 93,200	606	$ 30,756	$ 492	$ 1,365,613	$ 344	$ 332,254	$ 233,000	$ 244,650
South SFR	SF Resid	427	400	$ 170,800	1,110	$ 56,364	902	2,502,648	$ 631	608,894	$ 427,000	$ 448,350
III	School	32.8 ac	50/ac	1,640	n/a	1,200	19	n/a	n/a	n/a	n/a	n/a
IV	Park	56.1ac	50/ac	2,805	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
North Condo	Condo	84	200	$ 16,800	151	$ 5,544	89	$ 246,162	$ 124	59,891	$ 84,000	$ 44,100
South Condo	Condo	135	225	$ 30,375	243	$ 10,024	160	$ 445,070	$ 199	108,285	$ 135,000	$ 79,734
Totals	.	**879**	.	**$ 315,620**	**2110**	**$ 103,888**	**$ 1,662**	**$ 4,559,493**	**$1,298**	**$ 1,109,325**	**$ 879,000**	**$ 816,834**
Glenross Planning Areas												
Patio Homes	SF Resid	45	350	$ 15,750	81	$ 5,198	$ 83	$ 230,777	$ 66	$ 56,148	$ 45,000	$ 56,503
Detach. Condos	SF Resid	80	225	$ 18,000	144	$ 5,940	95	263,745	$ 118	64,169	$ 80,000	64,575
Town Homes	SF Resid	246	155	$ 38,130	443	$ 12,583	201	558,700	$ 363	135,932	$ 246,000	136,791
SFR	SF Resid	230	450	$ 103,500	598	$ 34,155	546	1,516,534	$ 340	368,973	$ 230,000	371,306
Totals		**601**	-	**$ 175,380**	**1,266**	**$ 57,875**	**$ 926**	**$ 2,569,756**	**$ 888**	**$ 625,222**	**$ 601,000**	**$ 629,176**
Grand Total		**1,480.0**		**$ 491,000**	**3376**	**$ 161,763**	**$ 2,588**	**$ 7,129,250**	**$2,186**	**$ 1,734,546**	**$ 1,480,000**	**$ 1,446,010**

NOTES:

[1] See Glen Meadows Sub Area Plan prepared by POD Landesign, dated June 2, 2005; and Tanglewood (Glenross) Rezoning as approved by Council in July, 2003.

[2] Number of homes per POD design in Note 1.

[3] Values are based on average projected conservative market costs.

[4] Based on gross acerage,average density is about 2.35 units per acre in Glen Meadows and 1.8 in Glenross. School and park value is land only.

CIA EXHIBIT J

GLEN MEADOWS
Economic Impact Analysis
(including Glenross)

[5] Values are based on current home sales in Glen Oak for similer housing styles, and anticiapted housing mix in Glen Meadows. Glenross pricing is based on lower end of Parade of Homes sales to date.

[6] Total number of residents was ratioed from Dominion data in similar developments.

[7] Total Resident Income was computed based on 33% of the total value of the homes. For school site, total combined salaries are estimated to be $1,200,000 based on probable number of teachers and staff.

[8] Based on total residents income and Delaware 1.6% income tax.

[9] Real Estate Taxes are based on the applicable Olentangy School District Rates / City of Delaware and computed based on 35% of the Total Value of homes. No value escalations included.

[10] Delaware charges Impact Fees for residential uses on an SFR basis of $1,477.

[11] Total non-school real estate tax income, based on Auditor's January 2005 data. $432,674 would be available for a nonresidential TIF.

[12] Pursuant to the Preannexation Agreement, each single family residence is to contribute $1000 to help offset the cost of Glenn Road.

[13] 7.5 mils assessed against all residences as a voluntary assessment to continue annually until Glenn Road (southern portion only) improvements have been completed and paid for. Calculated at full build out in 8 years.

DOC #1166237v2

GLEN MEADOWS PROJECT
PHASED FISCAL IMPACTS* (6/9/05)

	2006	2007	2008	2009	2010	2011	TOTALS
Project Totals (Ann.)							
Homes (Cumm. - SFR)	60	135	210	285	360	435	435
Condos (Cumm. - SFR)	-	65	135	135	175	219	219
Total Income	8,078,400	23,661,603	40,373,131	52,006,236	67,533,669	84,086,144	275,739,183
Total Residents	162	482	810	1,013	1,287	1,569	1,569
School Children	43	98	153	207	261	316	316
Total Home Value	24,000,000	68,625,000	114,375,000	144,375,000	183,375,000	223,275,000	223,275,000
Total Assessed Value	8,400,000	24,018,750	40,031,250	50,531,250	64,181,250	78,146,250	78,146,250
Special Assessments							
Trans. Impact Fee	60,000	140,000	205,000	215,000	320,000	334,000	1,274,000
Glenn Road (7.5 mils)	63,000	180,141	300,234	378,984	481,359	586,097	1,989,816
Water Tap Fees	216,000	504,000	522,000	270,000	414,000	428,400	2,354,400
Sewer Tap Fees	306,000	714,000	739,500	382,500	586,500	606,900	3,335,400
SEH Sewer Assess.	192,000	448,000	464,000	408,000	200,000	380,800	2,092,800
				Grand Total (Glenn Road Fees)			3,263,816
				Grand Total (Sewer Fees)			5,428,200
Olentangy Schools							
Total Millage Revenue	351,199	1,004,210	1,673,683	2,112,681	2,683,380	3,267,248	11,092,400
Revenue per child per year	8,164	10,251	10,939	10,217	10,271	10,345	-
Excess Revenue over Norm	50,059	318,455	602,683	665,256	854,490	1,056,389	3,547,331
Berlin Township (Type 2)							
Twp. Mil. (0.60)	53,543	153,101	255,168	322,097	409,105	498,121	1,691,136
Library Rate (0.80)	5,182	14,816	24,694	31,171	39,591	48,205	163,658
				Grand Total			1,854,795
County	32,299	92,354	153,924	194,297	246,783	300,480	300,480
JVS	18,424	52,680	87,800	110,829	140,767	171,397	171,397
				GRAND TOTAL (Ann. Tax & Assess. - 000)		5,478,448	

NOTES:

1 - All amounts assume full build out as of the first of the respective time. Build outs will extend over the time period.

2 - Formulas based on tax rates received from Delaware County Auditor, January 2005.

3 - All estimates are dependent on final housing mix and number of houses.

4 - Glenn Road (Delaware South portion only) special assessment imposed by Dominion CDA at 7.5 mils/year until Glenn Road segment paid for.

5 - No appreciation of home values has been assumed.

6 - Water and sewer tap fees based on 2004 Delaware charges without increases or downward EQU adjustment for condos. (Water - $3600; Sewer $5100; SEH $3200)

7 - All data is conservative (i.e., lowest amounts) and subject to change based on market conditions.

8 - Rate of home sales is based on Dominion experience with sales starting March, 2006.

9 - Household populations and child counts are based on Dominion experience at other developments and Olentangy School District experience.

* - For conservative purposes, one should assume that revenues are actually collected in the year following the assessment date (i.e. 2006 collected in 2007); total build out could extend into 2015 depending on economic conditions.

- 660 SFR homes on 70' or greater lots with base value of $400,000; 135 ranch condos with a value of $225,000, and 84 condos in the later phase at $200,000
- for SFR assume that 60 would sell in 2006, and 75 per year thereafter until all sold; for the condos, 65 in 2007 and 70 in 2008 with condos sold in north portion 40 and 44 units in 2010 and 2011
- base income for homeowners is $132,000 per year and $75,000 for ranch condos; incomes "inflate" by 2% per year
- increases in Olentangy School taxes or County / Township real estate taxes are not forecasted
- aver. school age pop./ house is 0.717 for SFR's, and 0.018 for ranch condos
- average family per SF household is 2.7 and 1.8 per condo

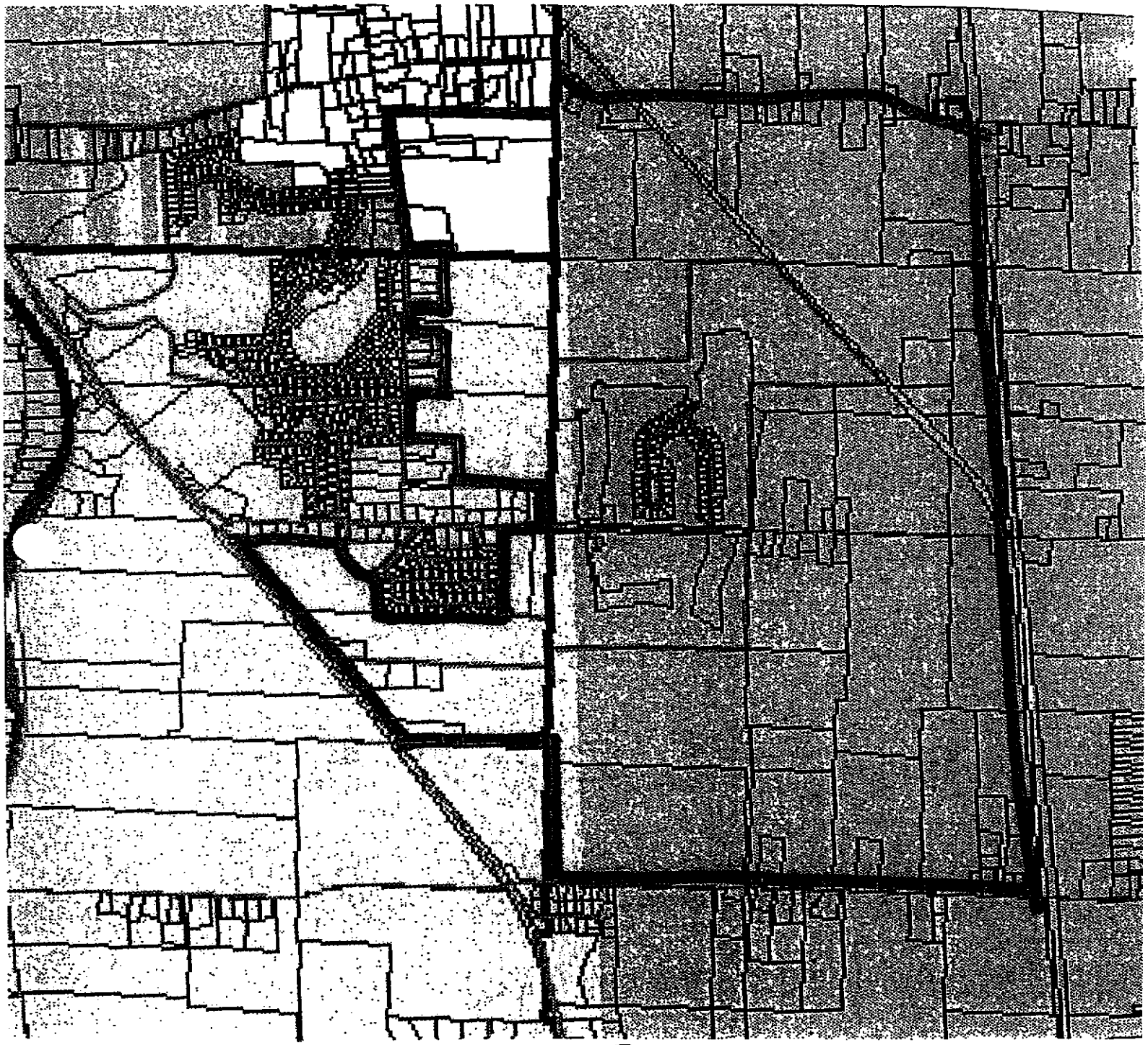
Formula Inputs:

		SFR Lots	Ranch Condo
in 2005	Y=	132,000	75000
in 2006	Y=	134,640	76500
in 2007	Y=	137,333	78795
in 2008	Y=	140,079	81158.85
in 2009	Y=	142,881	83593.6155
in 2010	Y=	145,739	86101.42397
2011	Y=	148,653	88684.46668
House Price =		400,000	225000

JVS Rate		0.0032000
Glenn Rd. Asses.	=	0.0075000
County R/E Tax		0.0056100
Olent. SD Tax		0.0610000
Twp Tax		0.0093000
Lib Tax		0.0009000
Eff. Rate Factor		0.6854000

CMH 1232113v1

CIA EXHIBIT K



DELAWARE SOUTH
DEVELOPMENT AREA

CIA EXHIBIT L

EXHIBIT C-3

TRAFFIC STUDY
(SEPARATE DOCUMENT)

TRAFFIC IMPACT STUDY

FOR THE

COMMUNITIES AT GLENROSS DEVELOPMENT DELAWARE, OHIO

Prepared For:

DOMINION homes

THE Best OF EVERYTHING®

August 23, 2005

PREPARED BY:

R.D. Zande & Associates, Inc.

RDZ JN 7443TS

Executive Summary

Dominion Homes, Inc. is proposing to develop the Communities at Glenross Residential Development (the "Project") consisting of 662 single-family homes, 219 condominium homes, and a 325 student Elementary School. The proposed Project is situated on approximately 377 acres of land between Braumiller Road and Gregory Road on both sides of Cheshire Road.

A pre-study meeting was held at the City of Delaware Engineer's Office (CDEO) on December 22, 2004. An updated Memorandum of Understanding (MOU) summarizing the meeting and study requirements was prepared on February 10, 2005. A copy of the MOU is provided in **Appendix B**.

Based on the MOU, the study area includes:

- Cheshire Road & Braumiller Road
- Cheshire Road & New Glenn Road
- Cheshire Road & Site Entrances
- Railroad Crossing on Cheshire Road just west of Gregory Road

The traffic volume scenarios to be evaluated by this study include:

- Opening year (2012) background traffic volumes without Project impacts
- Opening year (2012) total traffic volumes (background traffic plus build traffic of the Project)
- Design year (2032) background traffic volumes without Project impacts
- Design year (2032) total traffic volumes (background traffic plus Project trips)

The following conclusions and recommendations are based on the analysis of this study. All turn lane distances shown include a 50-foot taper.

Intersection Improvements for 2012 Background Traffic
(No Project Impact Included)

- Cheshire Road & Braumiller Road
  - Add an eastbound left-turn lane (225 feet)
- Cheshire Road & Glenn Road
  - Add a single lane approach roundabout, with north and south leg flaring to two lanes at entry.

Intersection Improvements for 2012 Total Traffic
(Background Traffic Plus Project Trips, additional improvements from 2012 Background Traffic)

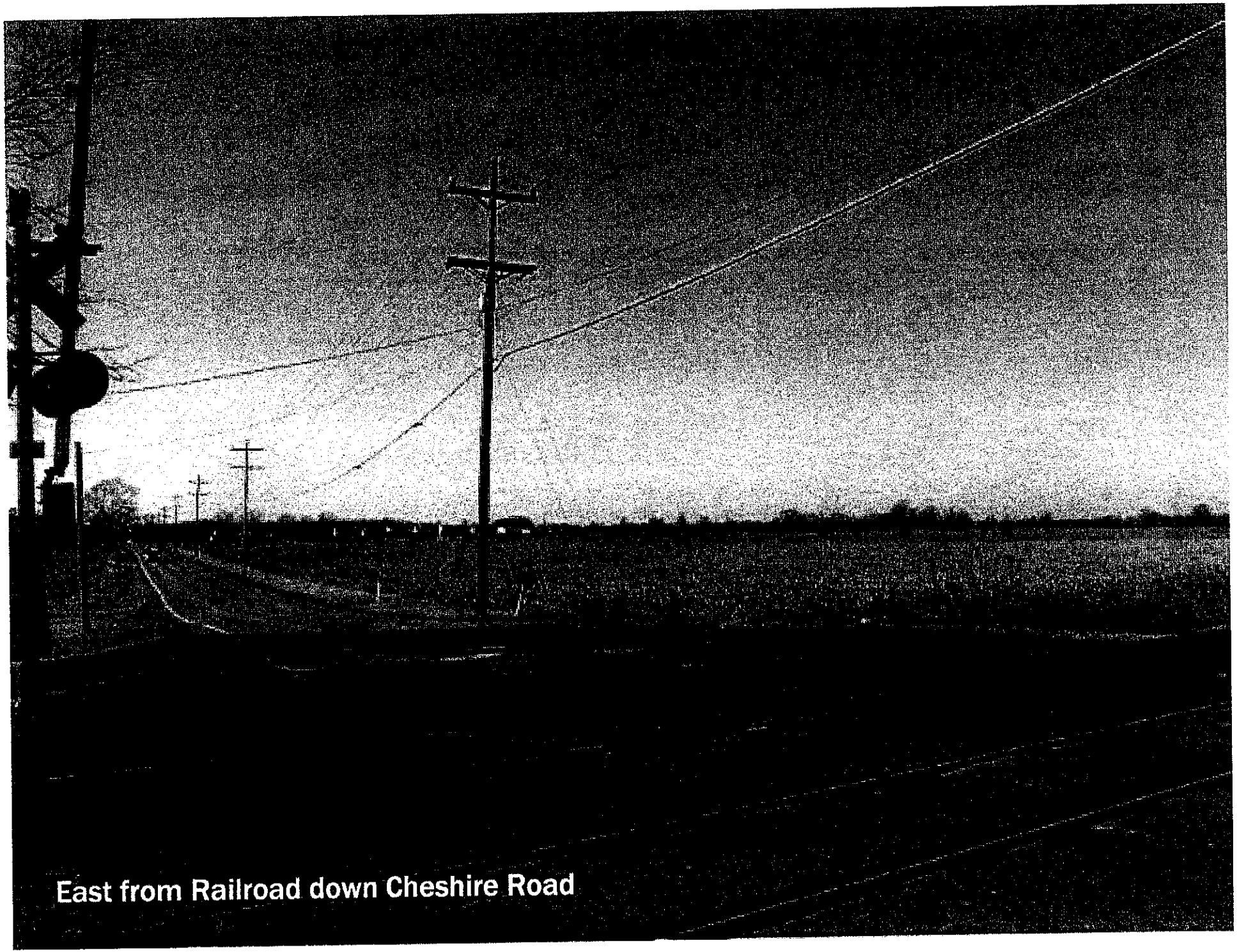
- Cheshire Road & Glenn Road
  - Expand roundabout pavement width on the
    - Circular roadway to 29 feet, by adding 5 feet
    - North entry leg to 24 feet, by adding 3 feet
    - West entry leg to 19 feet, by adding 3 feet
    - South entry leg to 29 feet, by adding 5 feet
    - East entry leg to 17 feet, by adding 2 feet
- Cheshire Road & Drive A
  - Add an eastbound left-turn lane (225 feet)
- Cheshire Road & Drive B
  - Add a traffic signal
  - Add an eastbound left-turn lane (600 feet)
  - Add a westbound left-turn lane (600 feet)
- Cheshire Road & Drive C
  - Add a westbound left-turn lane (225 feet)
  - Add an eastbound right-turn lane (225 feet)
  - Add an eastbound left-turn lane (225 feet)

Intersection Improvements for 2032 Background Traffic
(No Project Impact Included)

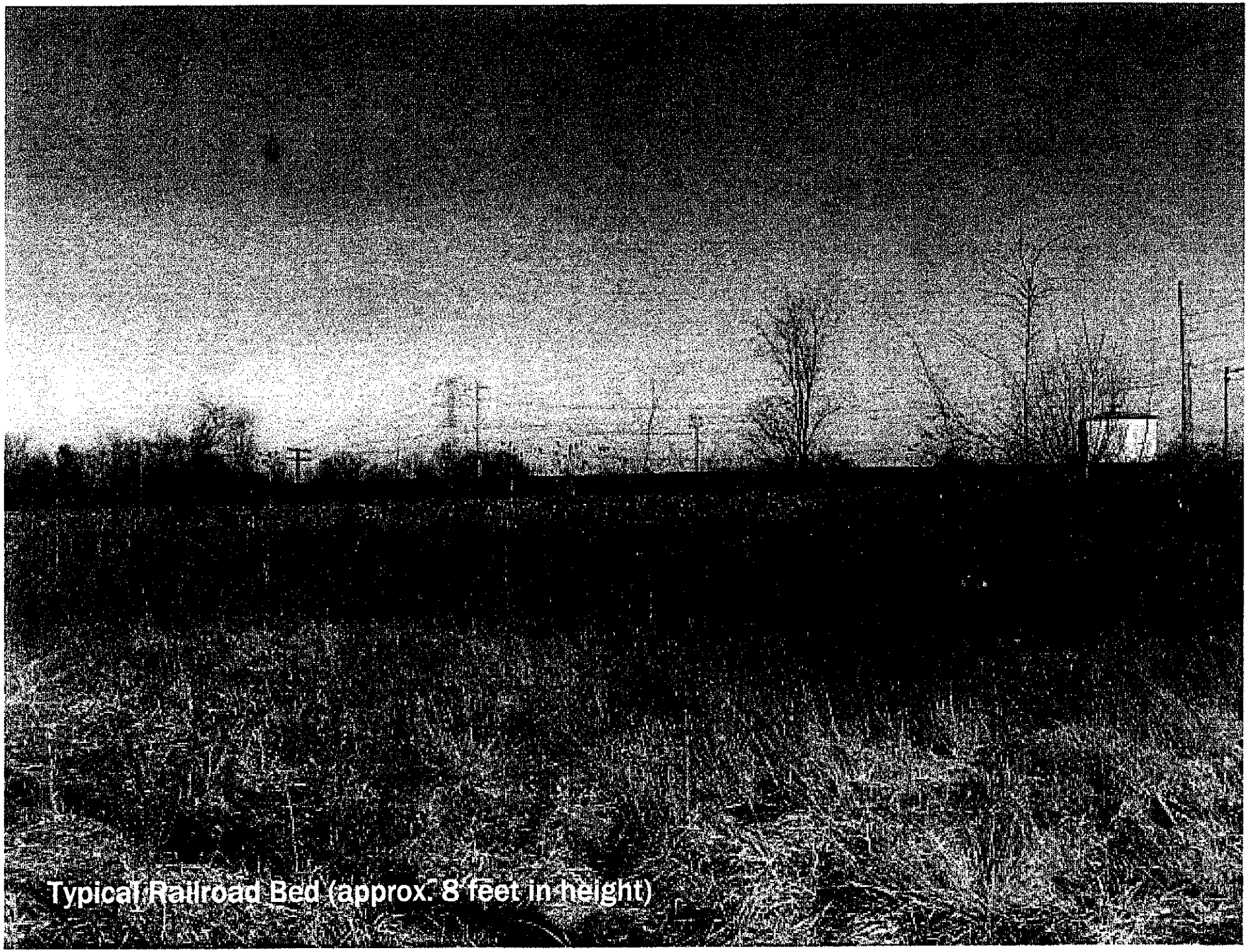
- Add a second through lane on Cheshire Road in the study area
- Cheshire Road & Braumiller Road
  - Add an eastbound left-turn lane (225 feet)
- Cheshire Road & Glenn Road
  - Expand roundabout pavement width on the
    - Circular roadway to 47 feet, by adding 18 feet
    - North entry leg to 39 feet, by adding 15 feet
    - West entry leg to 28 feet, by adding 9 feet
    - South entry leg to 47 feet, by adding 18 feet
    - East entry leg to 27 feet, by adding 10 feet

Intersection Improvements for 2032 Total Traffic
(Background Traffic Plus Project Trips, additional improvements from 2032 Background Traffic)

- Cheshire Road & Glenn Road
  - Expand roundabout pavement width on the
    - Circular roadway to 54 feet, by adding 7 feet
    - North entry leg to 43 feet, by adding 4 feet
    - West entry leg to 31 feet, by adding 3 feet
    - South entry leg to 54 feet, by adding 7 feet
    - East entry leg to 30 feet, by adding 3 feet
- Cheshire Road & Drive A
  - Add an eastbound left-turn lane (225 feet)
- Cheshire Road & Drive B
  - Add a traffic signal
  - Add an eastbound left-turn lane (600 feet)
  - Add a westbound left-turn lane (600 feet)
- Cheshire Road & Drive C
  - Add a westbound left-turn lane (225 feet)
  - Add an eastbound right-turn lane (225 feet)
  - Add an eastbound left-turn lane (225 feet)



East from Railroad down Cheshire Road



Typical Railroad Bed (approx. 8 feet in height)