

**VILLAGE OF YELLOW SPRINGS
PLANNING COMMISSION**

The Village of Yellow Springs Planning Commission will meet in regular session on Monday, October 8, 2018 at 7PM in Village Council Chambers on the second floor of the Bryan Community Center, 100 Dayton Street, Yellow Springs, Ohio 45387

CALL TO ORDER

ROLL CALL

REVIEW OF AGENDA

REVIEW OF MINUTES

Minutes of September 10, 2018

COMMUNICATIONS

COUNCIL REPORT

CITIZEN COMMENTS

PUBLIC HEARINGS:

- 1) Conditional Use Application (Pocket Neighborhood Development) 6 117 East North College Street 6 (R-C, High-Density Residential) - Antioch College is applying for a conditional use permit to construct a pocket neighborhood development of eight dwelling units. Parcel ID #F19000100090029400.
- 2) Conditional Use Application (Professional Office) 6 1030 Xenia Avenue (R-C, High Density Residential District) - Sharmin Lynch, applicant. Applicant has requested a conditional use permit to have a professional office located in an existing building - Parcel ID # F19000100080027100

OLD BUSINESS

Comprehensive Land Use Plan Update

NEW BUSINESS

AGENDA PLANNING

October 18: Work Session (1-3) re: Home, Inc. Proposal for PUD/Senior Housing
November 12: Public Hearing re: Site Plan for Home, Inc. PUD/Senior Housing

ADJOURNMENT

**Planning Commission
Regular Meeting Minutes**

Council Chambers 7:00pm

Monday, August 13, 2018

CALL TO ORDER

The meeting was called to order at 7:00 P.M.

ROLL CALL

Planning Commission members present were Rose Pelzl, Chair, Council Alternate Lisa Kreeger, Frank Doden, Susan Stiles and Ted Donnell. Also present were Denise Swinger, Zoning Administrator, and Solicitor Chris Conard.

REVIEW OF AGENDA

Doden reviewed the agenda. There were no changes made.

REVIEW OF MINUTES

Minutes of August 27, 2018 Special Work Session. Stiles MOVED and Pelzl SECONDED a MOTION TO APPROVE the Minutes as Written. The MOTION PASSED 3-0, with Kreeger and Stiles abstaining due to absence from that meeting.

Minutes of August 13, 2018. Stiles MOVED and Doden SECONDED a MOTION TO APPROVE the Minutes as Written. The MOTION PASSED 4-0, with Kreeger abstaining due to absence from that meeting.

COMMUNICATIONS

Bowen Housing Report

COUNCIL REPORT

Kreeger reported that the initial vote on the Antioch College rezoning went smoothly at Council table, and will return for a final vote on the 17th.

CITIZEN COMMENTS

There were no citizen comments.

PUBLIC HEARINGS:

Conditional Use Application ó Antioch College is applying for a conditional use for the purpose of constructing a Pocket Neighborhood Development on their property located at 117 East North College Street ó Parcel ID #F19000100090029400.

Planning Commission dialed in with Antioch College's Architect, Steven Christian, who participated through the hearing via conference call.

Swinger explained that Antioch College is planning the construction of the first Pocket Neighborhood Development (PND) since the Planning Commission added this new use to the zoning code last year. One of the requirements of the PND is that the property must be located in a residential district. Currently, the property is in the process of being rezoned from E-I, Educational Institutions to R-C, High Density Residential, having previously received a recommendation of approval from the Planning Commission on August 13, 2018. Village Council passed the first reading of the ordinance to rezone at their meeting on September 4, 2018, voicing strong support for the project. The second reading and public hearing is scheduled for September 17, 2018. If Council passes it on the second reading, the rezoning will become effective thirty (30) days after.

The location, at 117 East North College Street, Parcel ID ##F19000100090029400, abuts the R-C, High Density Residential District on both the north and west sides.

Encroachment by the neighbors into the alley was addressed with the neighbors present at the Planning Commission meeting on August 13, 2018. They acknowledged the encroachment and will clear the area. Currently, a garden extends into this alleyway at the north side.

The parking lot has been configured and designed to minimize stormwater issues while facilitating a higher level of mobility and access for the residents of the pocket neighborhood. The 24'0" wide drive lane utilizes heavy duty asphalt to facilitate emergency vehicle access and waste collection services.

The parking stalls aligned along the drive lane will utilize permeable asphalt which will include an open grade porous asphalt paving atop layers of substrate of rock courses to allow for some initial stormwater infiltration. Surface water is then shed through curb-cut openings within the required 60 perimeter curb to bioswales and rain gardens for further retention and infiltration. To provide more adequate space sizing for the bioswale, the design has incorporated the permissible 200 overhang allotment to pull the paved surface back slightly from the far end of the stalls and instead allow for the landscaping/bioswale to fill in the area where vehicle tires and weight would never need to come to rest (the 60 curb would assure this protection).

Swinger noted that the storm water mitigation plan has been reviewed for the Village by Choice One Engineering.

Monica Hasek, the Project Coordinator introduced Antioch President Tom Manley, Project Advisor Kevin Magruder and Steve Lyle, Civil Engineer.

Hasek stated that the proposed PND is in response to the need locally for affordable and sustainable housing. She stated that McClennan Design has been engaged to assure a sustainable footprint. She noted that this PND is a pilot, and the end goal of the project is a larger PND across the street which will compliment the first.

Donnell commented that this may be an opportunity to reestablish the alley to the west of the development. He wondered why there is no access to the alley and why it is not incorporated into the design.

Donnell commented further that the large right of way on North College is excessive, and opined that this creates a barrier to connecting the two PNDs. He suggested that the development partner work with the Village to amend the street design to calm traffic and create a harmonious connection.

Donnell pointed out a discrepancy in the building elevations and the stormwater calculations. He asked how the roof runoff will be diverted to the rainbarrels shown in the design, since this is not indicated in the rendering.

Donnell asked how the water will be diverted off the roofs of the double units, which show cricketed roofs but no guttering.

Donnell commented upon the design overall, conveying disappointment at the side elevations which address the sidewalk with a wall of metal which, he opined, fails to integrate the PND into the Village, and serves to visually alienate it.

Responding to the comments in order, Christian stated that they had created a meandering pathway to take advantage of the alley area as a maintained open space.

Christian noted a larger master plan that Antioch has and noted that they would be open to creating a vibrant streetscape.

Christian stated that he is putting finishing touches onto the guttering system, as well as the cricketing issue.

Regarding street frontage, Christian stated that while all of the units face center, there is an entryway into the PND which is meant to visually draw the eye into the neighborhood. He spoke of softening the edges of the units, as well as inclusion of windows in the units to break up the wall effect. He noted that the required 20 foot setback will also be landscaped to soften the effect.

Stiles followed up with the question about the water barrels, asking again about how water would be diverted to these. She then asked how all of that water would be used a total of 110 gallons per housing unit.

Christian responded that the rain barrels are meant to store water for when it gets dry and to be used to water the planter boxes shown.

Christian stated that they intended to put gutters at the edges of the units as well as in the cricketing of the duplexes to be piped out to the swales.

Swinger received information that the rainbarrels are self-contained.

Doden followed up by asking about the possibility of freezing, and was informed that residents would be responsible for draining the rainbarrels in the winter.

Kreeger commented upon the parking, asking how large deliveries would be made to the units farthest from the parking area, noting that there is no back access for this.

Christian stated that the large concrete pathway could be used for this purpose. He stated that the plantings at the rear of the units are resilient and that items could be brought in through the rear.

Kreeger asked about fire response access.

Christian stated that the drawing is misleading, and that the access is adequate.

Donnell expressed disappointment in the uniform design of the PND in terms of fitting into the Village, particularly the grey metal, which resembles òa barracksö.

Christian defended the design concept, emphasizing the aspect of sustainability.

Hasek noted that this PND is cottages, but that across the street would be apartments, cottages and townhouses, and that the combination of these styles would lend a more eclectic feel to the whole.

Pelzl expressed concern that the larger PND across the street not repeat the cottage concept exclusively, although she was supportive of the design on the smaller scale presented.

Hasek commented upon the unique nature of the design.

Christian commented that on a small scale, the cottage design offers a unique housing option.

Swinger commented upon the green space areas, stating that this is a lot to manage, and wondered how this would be maintained.

Christian responded that native planting was used to a high degree to cut down on the need for maintenance.

Hasek responded that maintenance of the plantings and landscaping would be worked out in the CCR document.

Conard offered to assist with the wording for that portion of the CCR.

Donnell asked about the adjoining lot, and suggested that a condition be added that the college remove the unused asphalt pad from that lot.

Pelzl commented that it seemed a wasted opportunity not to offer a route through from the development to the street.

Donnell commented that it is PC's responsibility to represent the citizens of the Village, and that responsibility drives the critical nature of his questions.

Conard commented upon the CCR document, touching upon ten points of the document. In particular, Conard noted that under the current draft, which does not yet give a number total of directors of the board, the directors are permitted, by a 75% majority, to terminate the Association. Conard opined that this is antithetical to the idea of a collective living environment. He recommended as part of the conditions, that the governing documents be subject to approval by the Village Manager and the Village Solicitor.

Swinger noted that a solar interconnection agreement with the Village would be required if a property owner chose to have solar energy.

Pelzl OPENED THE PUBLIC HEARING.

Roger Huff, prospective home buyer not yet residing in the Village, related a number of concerns regarding the CCR document. Huff noted that he would like the Association to be legally termed a òcondoö rather than a òplanned communityö.

Huff asked about the timeline for review of the CCRs, and followed with a number of specific questions regarding the CCR, fire lanes, recycling collection, and accessory structures.

Conard responded to Huff's concerns as follows: He stated that the title of the document or Association does not have bearing on the contents of the document.

Huff asked further questions regarding the timeline. He disagreed with the conflation of òcondoö and òplanned communityö, stating that use of the term òcondoö affords more latitude in terms of the length of the lease, specifically a 99 year lease.

Huff then asked whether and how the Association can move forward pending solicitor approval.

Donnell commented that the PC will issue a list of conditions, and after that point, meeting those conditions will be in the purview of the college.

Pelzl responded that the only condition the Village has control over is that the Solicitor/Village Manager approve the final CCR document. It would be the college's decision as to when and to what extent to involve stakeholders in the process of creating that document, she said. If any changes are made after that point, she said, the document would have to return for approval.

Donnell commented that the interest the Village has in the document is in protecting its assets and assuring that the Association does not default or that the grounds are not maintained.

Huff continued to ask what the timeline would be for starting construction, and Donnell iterated these steps.

Conard stated that the two conditions he recommends are that the CCR document is approved by Village Staff, and that the Association cannot be terminated without Village approval.

Conard responded to a number of Huff's concerns, stating that they are the responsibility of the project directors.

Conard addressed another question, stating that Swinger will have to approve any changes to the site plan or additions. There could be a situation in which the plan would need to return to PC, Conard stated.

Patricia Brown stated that she is concerned as to how home owners will be protected if the Association folds. She stated that the CCRs currently do not contain a 99 year lease, which she characterized as necessary.

Sylvia Carter Denny Miller stated her concern regarding rainwater mitigation and collection in the site plan.

Kreeger responded that many of the items of concern brought up are not within the purview of the Village.

Steve Lyle, Engineering Consultant with the Rankin Group, explained that the gutters would direct rainwater out to the rain gardens, which would hold water, and is designed to infiltrate. If the soil is too clay-dense, there will be an under drain provided, and the soil will be mitigated with mulches and plantings. The water will then be directed to a bio-swale across the parking lot. He noted that the parking lot will be a permeable surface. The bio-swale should infiltrate into the ground. He noted that soil borings still need to be taken to assure that the plan will be feasible.

Swinger reviewed the conditions she had noted in her report as follows:

- **Deviation from the parking lot requirements of the zoning code**

Christian responded that he would like to use the permitted two foot overhang to bring landscaping as close to the parking area as possible to increase the size of the bio-swale, and noted that he believes this would be permitted under 1264 (d). He commented that he had increased the width of each parking stall by a foot.

Donnell suggested moving some of the spaces next to the alley, commenting that this would enable more space on the east side for the bio-swale.

Donnell suggested rerouting the garbage pickup down the alley as well.

Hasek received confirmation that if they made the above change, they could come just to Swinger for approval.

Swinger noted the remaining conditions noted in her report as follows:

É **Addition of fire lanes.**

- **Final storm water calculations provided upon completion of construction plans and reviewed by the Village's engineer.**

- **A review of the construction plans by the Public Works Director prior to or at the same time the plans are submitted to Greene County Building Regulations for building permits.**

- **Final CCRs to be approved by the Solicitor and/or the Village Manager.**
- **Inclusion in the CCR document that the Association not be permitted to be dissolved without the express approval of the Village Staff.**

Donnell commented that accessory structures as a shared entity should probably be added, but noted that individual storage units are not permitted.

Swinger asked that the elevations and guttering be made more visible in the site plan.

Donnell commented that a performance guarantee on a project of this size is probably not necessary.

Donnell suggested that if the alley is to be used for trash collection that the college contact Miami Township Fire Rescue (MTFR) to ask whether they could use the alley as a fire lane, which could eliminate the need for a fire lane at the front.

Finally, Donnell asked that the college look at a way to boulevard North College Street, given their resources, as a means to strengthening the connection between the two phases of the project and so that the cross-walk is placed to the project's advantage.

PC discussed how the asphalt removal on the adjoining lot could be incorporated.

Donnell suggested the lot be used as a staging site, which the construction company could then agree to improve upon completion of the project.

PC decided to ask that the condition be added to the ordinance now before Council that rezones the lots upon which the project will be sited.

Conditions were reviewed, with the clarification added that PC is accepting the parking lot deviation, and with the request that the college provide the design aesthetics for the streetscape in the future phase.

Kreeger noted that she had a request for the elevations, drainage system and outdoor storage units.

Swinger added these, as well as the labeling of the rainbarrels.

Donnell asked why eight rain barrels would be needed for irrigation.

Christian stated that these would be used for the planter boxes, and were for convenience of watering these.

Donnell asked about consideration of moving the parking near the alley and moving garbage collection, and was told that this was not being made a condition, but rather a suggestion, which would be followed up upon with Swinger.

Donnell commented that PC should take any available opportunity to support and encourage restoration of the alleys, and demonstrated some possibilities in this regard.

Stiles MOVED to APPROVE the Conditional use Request with the Conditions as stated by Swinger. Pelzl SECONDED, and the MOTION PASSED 5-0 on a ROLL CALL VOTE.

PC agreed to hear the amendments for Chapter 1226.11; 1226.12 and 1226.13 as a single hearing, it being a single chapter, as follows:

Swinger noted the following changes and additions:

Amend Chapter 1226.11 Minor Subdivisions to add formal action by the Planning Commission in certain circumstances as determined by the zoning administrator.

(1) A copy of the recording instrument has been submitted to the Planning Commission by the Zoning Administrator at least ten **20** days prior to a regularly scheduled Planning Commission meeting, and, if the Planning Commission takes no action at that meeting, the minor subdivision is deemed approved.

(b) Approval of a minor subdivision by the Zoning Administrator, with formal action by the Planning Commission shall be required in the following circumstances, along with additional conditions:

(1) The proposed subdivision is located along a private street or access easement. Approval by the Planning Commission may be granted upon review of additional criteria specified in 1260.02 (e) and 1260.03 (a) of the Yellow Springs Zoning Code.

(2) The proposed subdivision creates an uncommon lot configuration. Uncommon lot configurations may be incorporated into a minor subdivision if such division poses no apparent nuisance and the Planning Commission deems it appropriate. Approval may be granted upon review of additional criteria specified in 1226.06 (a) (5).

(3) Approval of the minor subdivision shall be made to the Planning Commission in writing, on a form for that purpose, and shall be filed with the Zoning Administrator at least 20 days before the next regularly scheduled meeting at which it is to be heard. The application must be accompanied by a fee, as established by the Village Council, and such other material the Planning Commission determines is necessary.

(4) Public Notice. When an application has been filed in proper form with the required data, the Zoning Administrator shall cause notice of the time, place and purpose of the hearing to be given, in writing by first class mail, to the applicant(s), to owners of property contiguous to and directly across the street from the property that is the subject of the minor subdivision application. The notice shall be given at least seven days in advance of the hearing, noting the request and the property location. The name and address of any property owner on the most recent property record of the Greene County Auditor shall be the address used for public notification. If the address is unclear or uncertain, the property owner may be notified by legal notice published one time at least seven days in advance of any hearing, listing the address of the property to receive notification.

(b c) If approval is given under terms of the above provisions, the Zoning Administrator shall, within 14 working days after submission, approve such proposed division of land and, upon presentation of a conveyance for said parcel and a properly prepared survey sheet of the property, shall sign the conveyance.

Amend Chapter 1226.12 Replats to add formal action by the Planning Commission in certain circumstances as determined by the zoning administrator.

(a) Approval of a replat by the Zoning Administrator, without formal action by the Planning Commission and Council, may be granted if a submitted record plan meets all of the following conditions:

(a) 1) The proposed replat is not contrary to applicable subdivision and zoning regulations, including, but not limited to, the runoff control/sediment abatement regulations.

(b) 2) The same number of lots as in the original plat, or less, are created.

~~(c)~~ Upon approval, the replat shall be submitted by the applicant to the Greene County Recorder for incorporation into the Official Tax Map records within 90 days.

~~(d)~~ The applicant will be held responsible for any negative impact on surrounding lots which becomes apparent within one year from the date of recordation of the plat.

(b) Approval of a replat by the Zoning Administrator with formal action by the Planning Commission shall be required in the following circumstances, along with additional conditions:

(1) The proposed replat is located along a private street or access easement. Approval by the Planning Commission may be granted upon review of additional criteria specified in 1260.02 (e) and 1260.03 (a) of the Yellow Springs Zoning Code.

(2) The proposed replat has a minimum frontage of twenty (20) feet available to access an existing land-locked lot. Approval by the Planning Commission may be granted upon review of additional criteria specified in 1226.06 (a) (5).

(3) The proposed replat creates an uncommon lot configuration. Uncommon lot configurations may be incorporated into a replat if it poses no apparent nuisance and the Planning Commission deems it appropriate. Approval by the Planning Commission may be granted upon review of additional criteria specified in 1226.06 (a) (5).

(4) Approval of the replat shall be made to the Planning Commission in writing, on a form for that purpose, and shall be filed with the Zoning Administrator at least 20 days before the next regularly scheduled meeting at which it is to be heard. The application must be accompanied by a fee, as established by the Village Council, and such other material the Planning Commission determines is necessary.

(5) Public Notice. When an application has been filed in proper form with the required data, the Zoning Administrator shall cause notice of the time, place and purpose of the hearing to be given, in writing by first class mail, to the applicant(s), to owners of property contiguous to and directly across the street from the property that is the subject of the replat application. The notice shall be given at least seven days in advance of the hearing, noting the request and the property location. The name and address of any property owner on the most recent property record of the Greene County Auditor shall be the address used for public

notification. If the address is unclear or uncertain, the property owner may be notified by legal notice published one time at least seven days in advance of any hearing, listing the address of the property to receive notification.

(c) Upon approval, the replat shall be submitted by the applicant to the Greene County Recorder for incorporation into the Official Tax Map records within 90 days.

The applicant will be held responsible for any negative impact on surrounding lots which becomes apparent within one year from the date of recordation of the plat.

Amend Chapter 1226.13 Subdivision Fees ó to add fees for minor subdivisions and replats when Planning Commission approval is required.

(c) Minor Subdivisions. Before approval of any minor subdivision, the developer or his or her agent shall make payment for review services in the amount of fifty dollars (\$50.00) for each new lot created (the residual of the original parcel shall be excluded). If the minor subdivision requires Planning Commission approval, a payment in the amount of one hundred dollars (\$100.00) shall additionally be required.

(d) Replats. Before approval of any replat, the developer or his or her agent shall make payment for review services in the amount of ten twenty five dollars (\$10 25.00). If the replat requires Planning Commission approval, a payment in the amount of one hundred dollars (\$100.00) shall additionally be required.

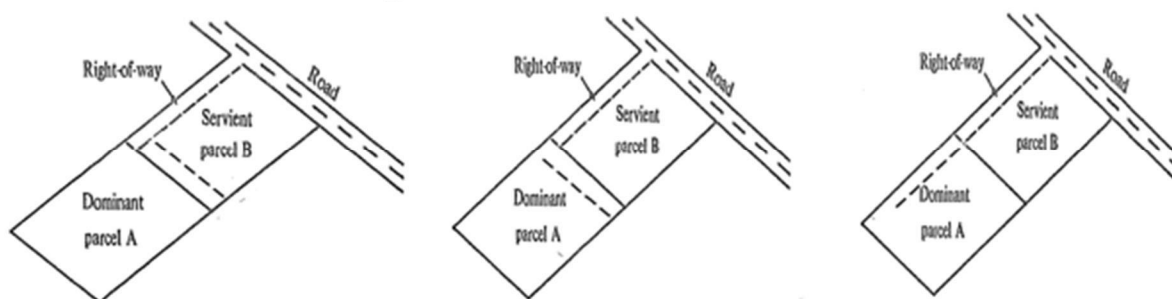
Pelzl OPENED THE PUBLIC HEARING. There being no comment, Pelzl CLOSED THE PUBLIC HEARING.

Donnell MOVED TO APPROVE THE PROPOSED AMENDMENTS TO Chapter 1226 sections 11; 12 and 13 as written. Stiles SECONDED, and the MOTION PASSED 5-0 ON A ROLL CALL VOTE.

Amend Chapter 1260.03 (b) Parking and Storage ó making it unlawful to park a mobile home or recreational vehicle on any public street, alley or public place in the Village, except for the expeditious loading and unloading of the vehicle.

Swinger explained the amendment as follows:

(a) On a legally zoned lot, there shall be no more than one driveway, unless the lot is part of a Planned Unit (PUD) or Pocket Neighborhood Development (PND). If the frontage of the lot will be located along an access easement, the access easement shall be recorded on the deed of all properties which are subject to the easement and shall clearly specify the party or parties that shall be responsible for the maintenance of the easement area. An additional curb cut for a second driveway shall only be permitted if the lot frontage exceeds by 15 feet the minimum lot frontage requirement of the respective zoning district. The access easement shall provide lot frontage at least equal to the minimum required lot frontage of that zoning district (see diagram).



The Village of Yellow Springs shall have no responsibility for maintenance of the private drive and/or turn-around.

(1) All driveways shall be constructed and subsequently maintained to meet the following standards:

A. A driveway must commence at a dedicated road

B. Shall be a minimum width of 15 feet constructed with a base substantial enough to support vehicles to 40,000 lbs. gross vehicle weight (GVW)

C. Curb cuts and driveway aprons must be made of concrete per Village of Yellow Springs Public Works Department standards.

D. Residential access driveways shall be at least three feet from side property lines and construction shall ensure that drainage is sloped away from adjacent properties

E. Utility easements for storm, sewer, water, electric and gas are to be maintained along the back and side yard property lines as it was in the original subdivision.

F. Free from overhead obstructions to a height of 13 feet 6 inches and side-to-side obstructions to a width of eight (8) feet from the center line of the driveway

G. Any incline, decline, dip, hump and/or curve must take into consideration the turning radius, ground clearance, and traveling envelope of all vehicles to include emergency vehicles

H. Addresses for properties on private drives or road access easements must be clearly marked and visible from the public street

(2) Any driveway in excess of 1,000 feet in length shall, in addition to the conditions/standards outlined in section 1, be required to also meet the following conditions:

A. Have a vehicle pull-off near the mid-point, and additional pull-offs for every 500 feet thereafter

B. Have a turnaround at the end suitable for use by emergency vehicles

(3) Driveway connections crossing drainage swales must conform to Greene County specifications complete with concrete headwalls as called for by Sections 816 and 817 of the Greene County Subdivision Regulations, as amended. Should the driveway require a culvert, pipe or bridge, no zoning permit will be issued until a recommendation is received from the Village of Yellow Springs Public Works Department. It is recommended that a pre-manufactured culvert, pipe or bridge be used. If a custom design is used, then it must be designed by a professional engineer and approved by the Village of Yellow Springs Public Works Department before construction.

(ab) Outdoor Storage. Outdoor storage of merchandise, equipment, supplies, products or other materials shall only be permitted in those districts and under the conditions specifically authorized by this code. Storage of household items in Residential Districts is permitted in the rear yard only and if not in violation of other laws (nuisance, litter and trash).

(bc) Recreational Vehicle Parking. It shall be unlawful for any person to park or cause to be parked any mobile home or recreational vehicle on any street, alley, highway, or other public place in the Village, and to use the same as a dwelling, except for the expeditious loading and unloading of the vehicle. This provision shall not prohibit the temporary occupancy for periods up to 72 hours of a recreational vehicle; provided the recreational vehicle contains sleeping accommodations, is parked on a lot in a Residential District, and is for the use of the owner of that lot or guests of the owner. (cd) Storage and Repair of Vehicles.

(1) The repair, restoration and maintenance of vehicles in any Residential District shall be conducted entirely within an enclosed building, except for those activities that can be and are completed in less than seven days. All such repair shall take place on private property and may not be conducted within the public right-of-way.

(2) It shall be unlawful for the owner, tenant or lessee of any building or lands within the Village to permit the open storage or parking of any inoperable motor vehicle, machinery or equipment, or parts thereof, outside of an enclosed garage or enclosed building, for a period of more than 48 hours. An inoperable motor vehicle for purposes of this subsection shall include motor vehicles which, by reason of dismantling, disrepair or other cause, are incapable of being propelled under their own power, or are unsafe for operation on the streets and highways of this state because of the inability to comply with the State Motor Vehicles and Traffic Code, or do not have a current license and registration, as required for operation by the State Motor Vehicles and Traffic Code.

It shall be unlawful for the owner, tenant or lessee of any lot or building in a Residential District to permit the open storage or parking outside of a building of semi-truck tractors and/or semi-truck trailers, bulldozers, earth carriers, cranes or any other similar equipment or machinery, unless parked for purposes of construction being conducted on that lot.

Kreeger noted that the matter will come to Council as an ordinance, in terms of enforcing the matter of expeditious loading and unloading under the Criminal Code. She noted that some Council members had expressed concern until it was clarified to them that temporarily occupying the RV while parked on private property is a separate matter.

PC discussed the changes.

Pelzl OPENED THE PUBLIC HEARING. There being no comment, Pelzl CLOSED THE PUBLIC HEARING.

Donnell MOVED TO APPROVE THE PROPOSED AMENDMENTS TO Chapter 1260.03(b) as written. Stiles SECONDED, and the MOTION PASSED 5-0 ON A ROLL CALL VOTE.

Amend Chapter 1260.04 (a) (13) Uses ó striking driveway setback language from this section of the zoning code.

(1) Residential access driveways shall be at least three feet from side property lines and construction shall ensure that drainage is sloped away from adjacent properties.

(13 14) Private swimming pools and spas. All private swimming pools and spas shall be considered accessory structures and may be constructed in any rear yard not closer than five feet from any property line or building, excluding zoning districts Conservation and I-2 (Industrial) and must meet the following criteria:

Pelzl OPENED THE PUBLIC HEARING. There being no comment, Pelzl CLOSED THE PUBLIC HEARING.

Stiles MOVED TO APPROVE THE PROPOSED AMENDMENTS TO Chapter 1260.04(a) (13) as written. Doden SECONDED, and the MOTION PASSED 5-0 ON A ROLL CALL VOTE.

Amend Chapter 1260.04 (h) Uses ó adding clarifying language regarding tiny homes on wheels.

Swinger explained the amendment as follows:

(b) **Tiny Home.** A structure built on a permanent chassis with or without wheels which must receive a certificate of occupancy from Greene County Building Regulations in order to be used as a dwelling unit or accessory dwelling unit on a single-family zoned lot. Greene County Building Regulations will only issue a certificate of occupancy with proof of the following:

- 1) Built as a manufactured home, proof of certification with a HUD seal is required.
- 2) Built as an industrialized unit, proof of the industrialized home compliance certificate is required.
- 3) Built in another state, proof of their former certificate of occupancy is required.
- 4) Built/constructed in another manner, proof of certification by a registered Ohio design professional.

Pelzl OPENED THE PUBLIC HEARING. There being no comment, Pelzl CLOSED THE PUBLIC HEARING.

Kreeger MOVED TO APPROVE THE PROPOSED AMENDMENTS TO Chapter 1260.04(h) as written. Donnell SECONDED, and the MOTION PASSED 5-0 ON A ROLL CALL VOTE.

OLD BUSINESS

Donnell commented that he is working on the Comprehensive Plan index.

Donnell noted three resolutions recently passed by Council: approving Stormwater and Electric distribution system studies and an approval of Tecumseh Land Trust's purchase prioritization plan.

Donnell stated that all three of these decisions significantly impact the Comprehensive Plan, and should have received PC input.

Donnell commented that PC would have attached conditions to the TLT plan, as an example, noting that the properties in question lie in two different watersheds.

Donnell expressed concern regarding the three items.

PC discussed how PC involvement could have been triggered, and how to best implement this.

Kreeger suggested that Agenda Planning be the first trigger for pulling PC into the loop.

Donnell pointed out the PC is a state-mandated entity, and that inclusion in parts of Council's process is important.

Swinger noted Future Agenda Items; Agenda Planning and Agenda Planning as the three means to assure that PC is being included appropriately.

The clerk suggested the possibility of a subcommittee that could keep an eye on the "trigger points" and weigh in with the Village Manager as needed.

AGENDA PLANNING

Glass Farm/Kinney Property

October 8: Conditional Use Hearing.

October 18: Work Session (1-3) re: Home, Inc. Proposal for PUD/Senior Housing

November 12: Public Hearing re: Site Plan for Home, Inc. PUD/Senior Housing

ADJOURNMENT

At 9:49pm, Pelzl MOVED and Donnell SECONDED a MOTION TO ADJOURN. The MOTION PASSED 5-0 ON A VOICE VOTE.

Rose Pelzl, Chair

Attest: Judy Kintner, Clerk

Please note: These minutes are not verbatim. A DVD copy of the meeting is available at the Yellow Springs Library during regular Library hours, and in the Clerk of Council’s office between 9 and 3 Monday through Friday.



PLANNING COMMISSION

MEETING DATE: Monday, October 8, 2018

STAFF REPORT: Denise Swinger, Zoning Administrator

LOCATION: 117 East North College Street

ZONING DISTRICT: R-C, High-Density Residential District

APPLICANT: Antioch College and McLennan Design

PROPERTY OWNER: Antioch College

REQUESTED ACTION: Request for a conditional use permit, per Yellow Springs Zoning Ordinance ó Ch.1262 Conditional Use Requirements, Ch. 1262.08 Specific Requirements ó Pocket Neighborhood Developments, Chapter 1248: Residential Districts, Ch. 1268 Site Plan Review ó Level B, and the Yellow Springs Planning Code Ch. 1226.06 Design Standards, to allow for the construction of a Pocket Neighborhood Development.

HEARING NOTICE: *“Conditional Use Application (Pocket Neighborhood Development – 117 East North College Street – (R-C, High-Density Residential) - Antioch College is applying for a conditional use permit to construct a pocket neighborhood development of eight dwelling units. Parcel ID #F19000100090029400”.*

GREENE COUNTY PARCEL ID # F19000100090029400

BACKGROUND:

After the last meeting, we realized that a notice specific to the Conditional Use hearing had not been sent to neighbors. The neighbors were notified of Planning Commission's rezoning meeting and both of the Council rezoning meetings. Staff does not want to have a procedural error be the cause of any future delays and it was decided to hold a second meeting. During this time, Antioch College has fulfilled many of the conditions required by the Planning Commission at its September meeting. With the neighbors officially notified of the October 8th meeting, staff is providing an updated report. Although most of this report remains the same, updated information is ***italicized in a bold font.***

As reported last month, Antioch College is planning the construction of the first Pocket Neighborhood Development (PND) since the Planning Commission added this new use to our zoning code last year. One of the requirements of the PND is that the property must be located in a residential district. The property has been approved for rezoning from E-I, Educational Institutions to R-C, High Density Residential by Council at their meeting September 17, 2018. The rezoning to R-C, High Density Residential becomes effective thirty (30) days after - October 17, 2018.

PROPERTY INFORMATION AND ANALYSIS:

The location, at 117 East North College Street, Parcel ID ##F19000100090029400, abuts the R-C, High Density Residential District on both the north and west sides. The property was previously subdivided into three sections, Lot #294, 295 and 136. After research by both staff of the Village of Yellow Springs

and Greene County, it was determined that Lot #136 was part of Antioch's land. Antioch filed a replat with the zoning office, combining the three parcels into two, which was recorded with the Greene County Recorder on June 20, 2018.

The specific property to be rezoned R-C is 0.905 of an acre or 39,421.8 square feet. This site has 297.22 feet of frontage on East North College Street. The topography is flat with a number of trees, some of which will need to be removed. Abutting the property is an alley to the west and to the north. Encroachment by the neighbors into the alley was addressed with the neighbors present at the Planning Commission meeting on August 13, 2018. They acknowledged the encroachment and will clear the area. Currently, a garden extends into this alleyway at the north side.

STAFF ANALYSIS OF THE APPLICATION:

A review of Antioch's plan at 117 East North College Street with the general standards for a conditional use and the specific requirements for the Pocket Neighborhood Development are outlined in this report. Additionally, there are **nine** attachments, including a site plan and storm water management review by the Village of Yellow Springs contracted engineer Michael Seeger of Choice One Engineering. ***It was a condition of the Planning Commission that final storm water calculations be provided upon completion of the construction plans and reviewed by the Village's engineer, as well as a review of the construction plans by the Public Works Director prior to or at the same time the plans are submitted to Greene County Building Regulations for building permits. In the site plan - Exhibit B – page G002, project notes were added to the plan. Within these notes it states, "The builder is required to coordinate and develop the final construction drawings with approval by the architect."***

- 1) McLennan Design narrative of the proposed PND (Exhibit A)
- 2) McLennan Design site plan with details (Exhibit B) **UPDATED**
- 3) McLennan Design memo re: alternative design of parking stalls (Exhibit C)
- 4) Choice One Engineering site plan review - Level B (Exhibit D)
- 5) Choice One Engineering design standards review of storm water management (Exhibit E)
- 6) Drainage analysis by Reinke Group - corresponds with page C004 and C005 of the site plan (Exhibit F)
- 7) Fire Chief Altman's fire lane designations (Exhibit G)
- 8) Antioch College's draft Conditions, Covenants & Restrictions document (Exhibit H) **UPDATED**
- 9) Planning Commission's Recommendations & Conditions (Exhibit I) **NEW**
- 10) Ordinance 2018-30 Rezoning Approval by Council with the requirement of blacktop surface on Lot 3-A (Exhibit I-A) **NEW**

1262.03 GENERAL STANDARDS.

Any request for a conditional use shall only be approved upon a finding that each of the following general standards is satisfied, in addition to any applicable requirements pertaining to the specific use:

- (a) The proposed use will be consistent with the intent and purposes of this zoning code and the vision, goals and recommendations of the Comprehensive Plan and Vision: Yellow Springs and Miami Township.

The use as a Pocket Neighborhood Development is consistent with the Village's goals for increased housing stock and infill development.

- (b) The proposed use will comply with all applicable requirements of this code, except as specifically altered in the approved conditional use.

The use complies with most of the requirements of the zoning code as specified in the PND's specific requirements.

- (c) The proposed use will be compatible with the character of the general vicinity.

The proposed use will abut an existing neighborhood on the north and west sides, and Antioch College on the west and south sides. Architecturally, the development is unique in its features. The design does provide a common open space area with the intent of inviting neighborly interactions within the pocket neighborhood development.

- (d) The area and proposed use will be adequately served by essential public facilities and services, as applicable, such as highways, streets, police, and fire protection, drainage structures, refuse disposal, water and sewers, and schools. The applicant or landowner will be required to install public utilities, streets or other public infrastructure as required by the Village, State or other agencies to applicable specifications. Dedication of said public infrastructure may be required.

The area will be served by essential public facilities and services.

- (e) The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the zoning district.

The proposed use is a residential pocket neighborhood development. The required parking will be off-street.

- (f) The proposed use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

This will be a residential development.

- (g) The proposed use will not block sight lines from the right-of-way to existing signs or windows on the front or side of a building.

The property borders E. North College and Livermore Streets and an alleyway to the west and north, and will not block sight lines from the ROW to existing signs/windows on the front or side of a building.

1262.04 CONDITIONS OF APPROVAL.

Reasonable conditions may be imposed on the approval of a conditional land use in order to achieve the following:

- (a) Ensure public services and facilities affected by the proposed use or activity will be capable of accommodating increased service and facility loads necessitated by the proposed use.
- (b) Ensure that the use is compatible with adjacent conforming land uses and activities.
- (c) Protect natural resources; the health, safety, and welfare; and the social and economic well-being of those who will use the land use or activity under consideration; residents, business owners and landowners immediately adjacent to the proposed use or activity; and the community as a whole.
- (d) Relate to the valid exercise of the police power and purposes which are affected by the proposed use or activity.
- (e) Meet the purpose of the zoning code, be in compliance with the standards established in the code for the land use or activity under consideration, and be in compliance with the zoning district standards.

1262.08 SPECIFIC REQUIREMENTS.

In addition to the general standards of Section 1262.03 applicable to all conditional uses, additional requirements may be applicable to specific conditional uses and shall be satisfied in order to obtain approval. Conditional uses for which added requirements apply are:

(e) Residential. (6) Pocket Neighborhood Developments (PNDs). The following regulations apply to Pocket Neighborhood Developments (PNDs):

A. Location.

1. Pocket Neighborhood Developments may be considered in only the three residential districts; Residential A - Low Density Residential District,
2. Residential B - Moderate Density Residential District
3. Residential C - High Density Residential District.

Upon rezoning, the PND will be located in R-C, which fits with the residential zoning of the neighborhood to the west and north of the property.

B. Density and Minimum Lot Area.

1. In Residential A, the permitted density shall be a maximum of six units per acre.
2. In Residential B, the permitted density shall be a maximum of eight units per acre.
3. In Residential C, the permitted density shall be a maximum of fourteen units per acre.

Antioch College intends to build eight (8) units.

4. The minimum lot area for a PND is equal to the minimum lot requirements for the corresponding residential district.

Complies with the requirements of Table 1248.03 at 39,424 sf and a lot frontage of 297.22 feet (see Table 1248.03 below).

Table 1248.03 Lot and Width Requirements: Residential Districts		
Zoning District	Minimum Lot Area (Sq. Ft.)¹	Minimum Lot Width (Ft.)
R-C, High-Density Residential	4,800³	40
1 Public water and sanitary sewer is required for all property in these districts. 3 Two-family, attached single-family and multi-family dwellings are permitted a density up to 14 units per acre.		

5. On a lot to be used for a PND, the lot size maximum must be under five acres.

The property is just under one acre at 0.905.

6. On a lot to be used for a PND, a minimum of four dwelling units around a common open space area are required.

The proposed development will have eight dwelling units around a common open space area.

7. On a lot to be used for a PND, an existing single-family dwelling or duplex structure, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased, and the existing structure will factor into the maximum lot coverage permitted for that residential zoning district. An existing single-family dwelling or duplex structure will only count as one dwelling unit towards the minimum of four dwelling units as noted in subsection B.6. An existing accessory dwelling unit (ADU) will not be allowed in a PND. An existing ADU may be converted to another use such as a storage building, HOA community room or HOA guest housing.

Does not apply – the property has no existing structures.

C. Height Limit and Roof Pitch.

1. The height limit permitted for structures in PNDs shall be a maximum of thirty-five feet for each dwelling unit, and rooflines must present a distinct profile and appearance and express the neighborhood character.

The proposed roof lines are similar in height (24 feet). The rooflines are uniform in appearance within the PND itself.

D. Lot Coverage.

1. The maximum lot coverage permitted for principal dwelling units in PNDs shall be limited to that allowed in the corresponding residential zoning district. Because PNDs shall be located on one lot under the control of a Home Owner's Association (HOA), the developer and/or the Greene County Engineer shall determine the lot area for each individual dwelling unit.

The maximum lot coverage for R-C, High-Density Residential is 50 percent. With the property measuring 39,424 sf, the maximum allowable lot coverage is 19,712 sf. The total proposed footprint for all buildings is 7,096 sf (4 units at 798 sf and 4 units at 976 sf) using 36 percent of the maximum allowable lot coverage. Parking lots are not included in lot coverage calculations. The Yellow Springs Zoning Code definition for lot coverage is: Lot coverage. The part of the lot occupied by buildings or structures, expressed as a percentage, including accessory buildings or structures, but not including parking lots.

E. Yard Setbacks.

1. Front and Rear Setbacks shall be equal to the setback requirements in the corresponding residential districts and will be measured from the perimeter property lot line. The front yard setback shall be measured by where the road frontage is and not the lot line of the land owned by each individual property owner within the PND. The side yard setback is a minimum of ten feet between the eaves of each dwelling unit unless it is single-family attached dwelling units.

Table 1248.03a Dimensional Requirements: Residential Districts						
Zoning District	Maximum Building Height (Ft./stories)	Minimum Yard Setbacks (Ft.)				Max. Lot Coverage (%)
		Front	Side		Rear	
			Total	Least		
R-C	35/3	20	10	5	15	50

The front yard setback is 20 feet to the location of the buildings. The rear yard setback is 15 feet to the location of the buildings. There is a minimum of five feet for the side yard, with no dwelling closer than ten feet between the eaves. This applies to six building footprints as two of the buildings are two-family units. The actual property side yard setback is also met with no structure closer than five feet to the property line at the west or east.

2. Frontage on a public street is not required for individual lots in a PND provided that the Planning Commission determines through the site review process that the development provides for adequate access to the lot via easements, shared driveways or other means.

The property has 297.22 feet of frontage on East North College Street and will have an accessible parking area entrance on it.

F. Required Common Open Space.

1. A minimum of 200 square feet of contiguous usable common open space is required per dwelling unit with no dimension less than ten feet. At least fifty percent of the dwelling units shall abut the common open space, all of the dwelling units shall be within sixty feet walking distance to the common open space, and the common open space shall have dwelling units abutting at least two sides.

*The requirement of contiguous usable common open space is 200 sf X 8 units = 1,600 sf. According to the architect, this square footage is identified as the triangular area labeled "Plaza" as bound and defined by the pathways at the center of the neighborhood, and excludes the square footage of all pathways, parking, and the area labeled "The Gardens." The "Plaza" measures 2,650 sf. All of the dwelling units are located within sixty feet walking distance to the common open space with two sides of the common open space in front of six of the eight dwelling units. All of the dwelling units have a common boundary with the "Plaza." **Please note in Exhibit B – A101 and L101- dimensions were added to the Plaza (common space area).***

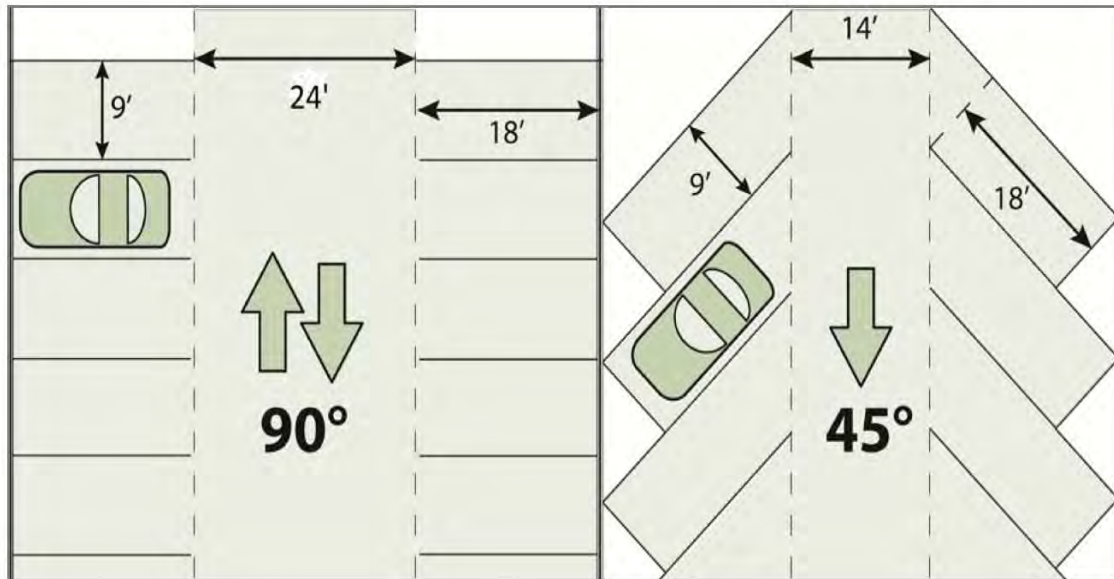
G. Parking.

1. One and one-half spaces per dwelling unit shall be required.

The required twelve parking spaces for the eight dwelling units is shown on the site plan proposed.

2. Location:
 - a. Parking shall be on the PND property with a plan approved by the Planning Commission to ensure that parking is as unobtrusive as possible. The parking requirements and landscape requirements in the PND shall be limited to that allowed in the Yellow Springs Planning and Zoning codes. Parking areas are excluded from the calculations of common open space.

Table 1264.03 Dimensional Requirements (feet)				
Parking Pattern	Parking Space		Maneuvering Lane Width	Total One Row of Parking and Maneuvering Lane
	Width	Length		
				Total Bay (Two Rows of Parking and Maneuvering Lane)



The 90 degree parking angle was used for this development. There are a total of 12 parking spaces, each 10 feet wide by 16 feet in length with a 24 foot maneuvering lane. The parking stall is 2 feet shorter than the zoning code design requirement for parking lots. The zoning code for parking lot areas state:

Curbing. A six-inch concrete curb, or alternative as determined by the Planning Commission, shall be provided around all sides of any parking lot of five or more spaces to protect landscaped areas, sidewalks, buildings, or adjacent property from vehicles that might otherwise extend beyond the edge of the parking lot. Curb openings are allowed for storm water drainage, as recommended by the Village Engineer. Plantings shall be set back two feet from curbs to allow for bumper overhang.

In response to a question from staff about this design, McLennan Design responded with, "We included a curb around the perimeter and were utilizing wheel blocks to better facilitate storm water flow as an alternative (and) as a better pairing with the porous asphalt with its substrate layers at the relevant stalls, but if this option is deemed non-compliant as an alternative for an end of stall condition, we can switch out with a 6 inch curb and incorporate openings for water flow."

In a conference call meeting on September 6th, staff requested further explanation which was provided by McLennan Design in their memo labeled Exhibit C excerpted below:

"The parking lot has been configured and designed to minimize stormwater issues while facilitating a higher level of mobility and access for the residents of the pocket neighborhood. The 24-foot wide drive lane utilizes heavy duty asphalt to facilitate emergency vehicle access and waste collection services.

The parking stalls aligned along the drive lane will utilize permeable asphalt which will include an open grade porous asphalt paving atop layers of substrate of rock courses to allow for some initial stormwater

infiltration. Surface water is then shed through curb-cut openings within the required 6' perimeter curb to bioswales and rain gardens for further retention and infiltration. To provide more adequate space sizing for the bioswale, the design has incorporated the permissible 2'-0" overhang allotment to pull the paved surface back slightly from the far end of the stalls and instead allow for the landscaping/bioswale to fill in the area where vehicle tires and weight would never need to come to rest (the 6' curb would assure this protection).

The end result of the stall design is an 18'-0" x 10'-0" stall that has permeable paving for the first 16'-0", a 6' curb, and a remaining 18" paving free landscaped zone within the 2'-0" permissible overhang. The intent of providing an adequate footprint for a personal vehicle to be parked within is fulfilled while at the same time minimizing the negative impacts of hardscaped surfaces.

*If the proposed design is acceptable to the Planning Commission, this should be formally approved. **The Planning Commission approved the design but recommended a change to reduce the parking lot size by providing parking on the western perimeter parallel to the alleyway. A staff update on this recommendation can be found in Exhibit I.***

It should be noted that there is no requirement for ADA parking in the PND partly because we didn't anticipate one parking area. Chapter 1264 Off-Street Parking and Loading does mention barrier free parking stalls in the design of parking lots. McLennan Design has provided two barrier free parking stalls.

Our zoning code does not mention specific side yard setbacks for parking lots in residential zones. Our zoning code does require a three foot setback from the side yard property line for driveways.

H. Lighting.

1. Lighting fixtures shall be equipped with cutoff elements to direct light downwards and prevent light spill or trespass beyond the boundaries of the individual dwelling unit lot areas.

The site plan shows LED direct cut-off lighting along the pathway and parking area. McLennan Design revised the site plan to show the total number of lights proposed for the property. There is not a requirement for a photometric site plan in the PND. In this design, with all parking for the development located in one parking lot, the PND references the zoning code for parking. The language in this section of the zoning code states:

Lighting. Light fixtures used to illuminate off-street parking areas shall be arranged to deflect the light away from adjoining properties and adjacent streets. Lighting fixtures in parking areas adjacent to any residentially zoned or used property shall not exceed 20 feet in height. Fixtures in all other parking areas shall not exceed 35 feet in height. Light fixtures shall be designed to achieve 90 degree luminary cutoff.

The Planning Commission may want to add this requirement to the PND language to ensure that in future developments, a photometric site plan is indicated if the development uses a parking lot design. This way we can be assured that light spill will not trespass on neighboring properties if light fixtures illuminating parking areas are installed. Because the height of the lights in this plan do not exceed 42 inches, staff does not anticipate any issues with light spill trespass.

I. Utilities.

1. A utility vault will be required where all meters can be located.

The proposed master meter vault is shown on C004 of the Grading & Utility Plan.

Johnnie Burns, the Public Works Director questioned the location of the sanitary sewer manhole that has been placed on Lot #3A in the revised grading and utility plan (C004) because it is a separately zoned lot. This property is also owned by Antioch College.

J. Other PND standards.

1. PNDs are limited to detached single family dwelling units in R-A, Low Density Residential. In R-B, Moderate Density Residential and R-C, High Density Residential, up to fifty percent can be either two-family dwellings and/or single-family attached.

With the rezoning to R-C, High-Density Residential, the property will contain four single-family dwelling units and two two-family dwelling units for a total of eight.

2. Privately-held accessory structures and accessory dwelling units are not allowed.

No such structures are indicated on the site plan.

3. A PND shall be located on one lot with all common open space under the control of a Homeowner's Association (HOA). A draft of the conditions, covenants and restrictions (CC&Rs) shall be provided to the Planning Commission during the Level B site plan review meeting, with final approval of the CC&R by staff. Once approved, the CC&Rs shall be recorded with Greene County. The CC&Rs must create a homeowner's association that will provide for maintenance of all common areas in the PND which includes but are not limited to areas of common open space, parking, roadways, street right-of-ways, exterior setbacks, driveways, required yards, utility easements, pedestrian paths, and shared community buildings or shared accessory structures.

A copy of the CC& R is provided with this report. It is being reviewed by our solicitor and he will provide an analysis of the document at the public hearing (Exhibit H - revised CCRs and Exhibit I – Recommendations and Conditions).

4. The dwelling units may be individually owned or rented with no more than fifty percent rentals.

Antioch College intends to sell all eight of the units.

5. Prior to the Planning Commission conditional use hearing, a preliminary meeting with utilities and planning staff to review the project must be held. A Level B site plan review, including a storm water plan as specified in 1226.06 Design Standards is required for approval of the PND conditional use. Prior to submittal to the Planning Commission, the Level B site plan shall be reviewed by a designated Village of Yellow Springs engineer, who will provide a written report of findings for the Planning Commission. The engineer may be present at the conditional use hearing to answer questions related to their findings.

A preliminary meeting was held with the Public Works Director who provided the representatives from Antioch College and McLennan Design with information on the current infrastructure at this site. The Village of Yellow Springs contracted with Choice One Engineering to provide a Level B Site Plan Review and a review of the storm water plan (Exhibit C & D). Choice One Engineering identified additional information needed. A conference call with McLennan Design, Choice One, Reinke Group, Antioch College and the Village's Public Works Director on September 6th was held to finalize the requirements needed to move forward with the Public Hearing. The data provided in this report reflects any additions or modifications made as a result of this meeting.

6. Pedestrian pathways must be included to provide for movement of residents and guests from parking areas to homes and other amenities. These pathways must be shown on the site plan and be part of the common areas/tracts.

Pedestrian pathways are shown on the site plan with a width of four feet. This measurement meets the planning code and current ADA standards.

7. Mailboxes shall follow the US Postal Service requirements for cluster box units (CBUs).

The revised site plan (C003) shows the USPS pedestal mailbox.

8. Other considerations not addressed specifically, shall follow the requirements of the Yellow Springs Planning and Zoning codes.

Staff has identified the following:

Landscaping. Off-street parking areas shall be landscaped and/or buffered, in accordance with the requirements of Chapter 1270.

1270.02 Greenbelts and Parking Lot Landscaping

Greenbelts and landscaping shall be required in the following situations, except for parking areas within the B-1, Central Business District.

- (1) Along the street frontage, between the right-of-way line and the parking lot of any parking lot containing four or more spaces;
- (2) Within any required parking setback area; and
- (3) Within the interior of any parking lot containing ten spaces or more.

The site plan meets the requirements.

Greenbelt Standards for Front Setbacks. Greenbelts shall meet the requirements of this chapter.

- (1) At a minimum, a required greenbelt shall contain one canopy tree, plus two additional canopy or understory trees for each 50 feet of road frontage.
- (2) Trees within a required greenbelt may be clustered to create more visual impact and appeal, rather than uniformly spaced along the street.
- (3) The minimum width of a required greenbelt shall correspond to the parking setback requirements prescribed for the district, but shall not be less than ten feet.
- (4) Landscaping shall be located so it does not obstruct the vision of drivers entering or leaving a site.
- (5) Storm water detention/retention areas shall be permitted within required greenbelts; provided, they shall not hamper the screening intent of the greenbelt or jeopardize the survival of plants.

The site plan meets the requirements.

Parking Lot Landscaping. Where landscaping is required within parking lots, it shall meet the following requirements:

- (1) One tree for every ten parking spaces shall be planted within the parking lot. Trees shall be canopy species. While drought tolerant native species are preferred, other species may be planted within parking areas if approved by the Zoning Administrator or Planning Commission, as applicable.

(2) Parking lots shall contain landscape islands. Each island shall be a minimum of ten feet wide, although islands may be combined to ensure a better environment for tree and plant growth. Each island shall be planted with a minimum of two trees to provide shade and to break up the visual monotony of large paved parking lots. Trees shall be planted at least three feet from the edge of the island to avoid contact with vehicles.

(3) Landscaping shall be arranged so as not to obscure traffic signs or fire hydrants, or obstruct drivers' sight distance within the parking area and at driveway entrances.

(4) All landscape areas shall be protected by raised curbs, parking blocks or other similar methods to prevent damage. Notwithstanding this requirement, alternative low-impact design solutions shall be encouraged.

(5) Landscaping required for front yards which abut parking areas may apply toward up to 50% of the required parking lot landscaping.

The site plan meets the requirements – within the parking area there will be an island with two trees protected by a 6" curb.

1270.03 General Requirements

All required landscaping and greenbelts shall comply with the following requirements, in addition to all other applicable requirements of this chapter:

Minimum Plant Material Standards.

(1) All plant materials shall be hardy, free of disease and insects, and indigenous to Greene County.

(2) Artificial plant material shall not be used within any required landscaped area. This shall not preclude the use of stone, shredded bark, wood chips, lava rock or similar accent materials within planting beds.

(3) All plant material shall be installed in a manner that does not alter drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.

(4) No substitution of plant species or sizes shall be allowed unless approved by the Zoning Administrator in writing.

(5) All plant material shall be planted in a manner that will not cause damage to utility lines (above- and below-ground) and public roadways.

(6) Existing plant material which complies with the standards and intent of this chapter may be credited toward meeting the landscape requirements.

(7) The overall landscape plan shall not contain more than 33% of any one plant species.

(8) Plant material shall not be placed closer than four feet to any fence or property line.

(9) Where trees are placed in two or more rows, planting shall be staggered in rows.

Except for existing trees, the landscape plan shows plant material abutting the property lines. The Planning Commission may want to address this to ensure that #8 above is either met or allowed. The landscaping plan can be found in Exhibit B – page L101 and the plant materials list is on page L901.

Minimum Standards for Berms.

(1) If berms are constructed, they shall be constructed to maintain a side slope not to exceed a one-foot rise to a three-foot run ratio. When topography or other site conditions prevent construction of berms at this ratio, retaining walls or terracing may be permitted. If a berm is constructed with a retaining wall or by terracing, the earthen slope shall face the exterior of the site.

(2) Bermed areas not containing planting beds shall be covered with grass or other living ground cover maintained in a healthy condition.

(3) Berms shall be constructed so drainage patterns on site or toward adjacent properties will not be altered and vision will not be obstructed for safety of ingress and egress.

(4) If berms are used for any part of a screen or greenbelt, all required plant material shall be placed on the top and side slope facing the exterior property line.

No berms are indicated on the site plan.

Rain Gardens. Rain gardens are encouraged as part of a site development and may be approved within a required greenbelt. If provided, rain gardens shall be prepared according to the following guidelines:

- (1) The purpose of the rain garden is to absorb rain water and to improve the attractiveness of the site.
- (2) The size of the rain garden shall be appropriate for the soils located on the site.
- (3) Soils used in the rain garden shall be appropriately prepared and amended following any compaction that may have occurred during construction.
- (4) The rain garden shall be graded to assure that rain water entering the garden will spread out over a large flat area and will soak into the soil.
- (5) To minimize hazards to pedestrians, the rain garden shall be graded so that at its deepest it is approximately six inches.
- (6) The rain garden is planted with native perennial flowers, grasses and sedges.
- (7) The rain garden shall be maintained with minimal or no fertilizers; no herbicides or pesticides will be used.

Following the above requirements, the PND should have 5-6 canopy trees plus 10-12 understory trees in the frontage setback area.

Seven canopy trees are located in the ROW tree lawn area and an additional four are in the frontage setback area. Planter beds (raised and non-raised) are shown for the homeowner's use. Twenty-two additional trees exist or shown as relocated on the Landscape Plan (L101). All are within the property line border, except one large canopy tree in the rear yard alleyway.

The Landscape Plan (L901) has a number of rain gardens. A bioswale extends from the front to the rear along the east side of the property totaling 2,550 sf with 31 varieties of plants. In a design change, one of the rain gardens along the east side property line at the rear was removed and an underdrain was relocated to flow directly into an enlarged bioswale. This enlarged bioswale extends along the length of the east side property line. The waste receptacle was relocated closer to the east side property line allowing for future access to the alley from the parking lot area.

The rain garden ponding depth is indicated on the site plan's rain garden exhibit (C005) and ranges from 6" to 12" in depth. Additional plants and shrubs on L901 of the Landscape Plan identified as a meadow will cover 10,000 sf of the property.

Storm water detention/retention areas shall be permitted within required greenbelts.

Refer to the site plan's rain garden exhibit (C005) from the Reinke Group and Choice One Engineering's report.

Fire lanes. Fire lanes shall be designated on the site and posted with signage prior to occupancy. Vehicle circulation shall meet turning radius requirements set by the Fire Department.

The fire chief has identified the location of fire lanes that will need to be properly marked (Exhibit G). Specifically, Chief Altman stated, "To facilitate firefighting access to this neighborhood, two (2) designated fire lanes will be required in the locations shown on the attached site plan. The areas shall be

indicated with yellow painted curbs, and with signage stating NO PARKING FIRE LANE, per section 503 of the Ohio Fire Code. One is on the public way, the other is on the private access lane.

The updated site plan shows the areas marked for the two fire lanes as requested by Fire Chief Altman.

RECOMMENDATIONS

Staff recommends the Planning Commission review the information provided and any additional information available at the meeting, and consider:

- The expansion is in conformance with goals of the Village's 2010 Comprehensive Plan and the Vision: Yellow Springs and Miami Township visioning plan.
- The expansion will not be detrimental to the health, safety and welfare of the village's residents.
- The expansion is adequately served by essential public facilities.
- The expansion is compatible with the surrounding character of the general vicinity.
- The expansion will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- The expansion will not block sight lines.
- The proposal as presented complies with most of the requirements of the Village's Zoning Code.

ADDITIONAL RECOMMENDATIONS:

Staff previously requested and Planning Commission approved a:

- Deviation from the parking lot requirements of the zoning code. *The Planning Commission approved 16 foot paved lengths with bumper blocks providing a 2 foot bumper overhang (non-paved) to reduce the impervious surface.*
- Addition of fire lanes as shown in Exhibit G – *The fire lane indicated was difficult to see on the previous plan – see updated Site Plan Review Drawing – Exhibit B - page L101.*
- The Planning Commission also has the option of requiring a performance guarantee per Chapter 1272.04 (b) of the zoning code. *The Planning Commission chose to not require this and the subsequent zoning language was removed for this report.*

REMAINING STAFF RECOMMENDATIONS:

The following staff recommendations remain, along with additional conditions set by the Planning Commission. The two recommendations below and the additional conditions are in Exhibit I.

- Final storm water calculations provided upon completion of construction plans and reviewed by the Village's engineer.
- A review of the construction plans by the Public Works Director prior to or at the same time the plans are submitted to Greene County Building Regulations for building permits.

Staff recommends **APPROVAL** of the conditional use and site plan review for Antioch College's Pocket Neighborhood Development with consideration of the remaining conditions outlined above and in Exhibit I, in addition to any other specific conditions the Planning Commission deems necessary.

If you have any questions or if I can be of assistance please feel free to contact me at (937) 767-1702 or email at dswinger@vil.yellowsprings.oh.us.

Property Owner/Petitioner

Key Plan

Professional Seals

Drawn by SRBC Reviewed by DRD

Project No. 16016.01

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Sheet Title

Original drawing is Arch D. Do not scale contents of this drawing

Sheet Number

G001



Site Plan Review - Update
October 1st, 2018

<u>NUMBER</u>	<u>TITLE</u>
---------------	--------------

G001	COVER SHEET
G002	PROJECT NOTES
C-1	SURVEY
C-2	SURVEY LEGEND
C001	AERIAL SITE PLAN
C002	EXISTING CONDITIONS PLAN
C003	PRELIMINARY SITE PLAN
C004	GRADING & UTILITY PLAN
C105	SITE RAIN GARDEN EXHIBIT
L101	LANDSCAPE PLAN
L901	DETAILS
A101	SITE PLAN
A201-A	FLOOR PLAN
A501-A	ELEVATIONS
A502-A	ELEVATIONS
A201-B	FLOOR PLAN
A501-B	ELEVATIONS
A502-B	ELEVATIONS

Total sheets in current set: 18

PROJECT SUMMARY

A. PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF A NEW POCKET NEIGHBORHOOD DEVELOPMENT ON PROPERTY OWNED BY THE ANTIOCH CORPORATION IN THE VILLAGE OF YELLOW SPRINGS, OHIO. THE DEVELOPMENT WILL INCLUDE EIGHT INDIVIDUAL LIVING UNITS (DETACHED AND ATTACHED) TO BE OWNED BY INDIVIDUAL HOMEOWNERS. THE DEVELOPMENT WILL BE MANAGED BY A HOMEOWNER'S ASSOCIATION WITH CERTAIN COMMON AMENITIES TO BE PROVIDED, INCLUDING A COMMON OPEN SPACE AND INDIVIDUAL PARKING.

B. APPLICABLE CODES AND ORDINANCES:

GREENE COUNTY APPLICABLE CODE AND ORDINANCE REQUIREMENTS LISTED BELOW.

RESIDENTIAL CODES
2013 RESIDENTIAL CODE OF OHIO FOR 1, 2, AND 3 FAMILY DWELLINGS (2013 RCO)
2014 NATIONAL ELECTRICAL CODE (2014 NEC)

C. USEFUL INFORMATION:

GREENE COUNTY AVAILABLE DESIGN METRICS LISTED BELOW (VALUES TAKEN FROM COUNTY WEBSITE, CONFIRM VALUES FOR FINAL DESIGN).

WIND SPEED	RISK CATEGORY 1 BUILDINGS: 105 MPH RISK CATEGORY 2 BUILDINGS: 115 MPH RISK CATEGORY 3 & 4 BUILDINGS: 120 MPH
SNOW LOAD	GROUND - 20 POUNDS PER SQUARE FOOT ROOF LOAD - 20 POUNDS PER SQUARE FOOT
SEISMIC	"B"
WEATHER PROBABILITY	SEVERE
FROST LINE DEPTH	32 INCHES FOR GREENE COUNTY
TERMITE DAMAGE	MODERATE TO HEAVY
DECAY	SLIGHT TO MODERATE
WINTER DESIGN TEMPERATURE	5 DEGREES
ICE SHIELD UNDERLAYMENT REC.	YES
FLOOD HAZARDS	SEE LOCAL FLOOD PLAIN ADMINISTRATOR
AIR FREEZING INDEX	LESS THAN 1,500
MEAN ANNUAL TEMPERATURE	50 DEGREES

PROJECT LOCATION

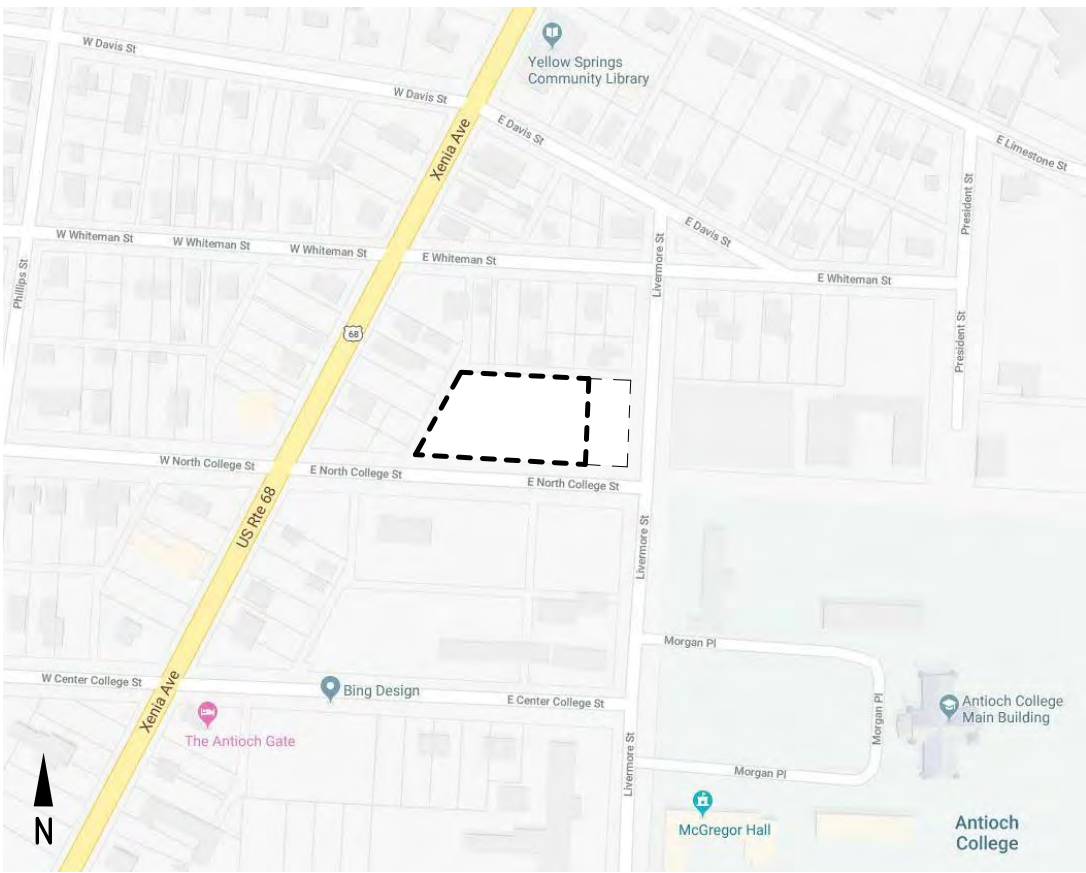
PROJECT ADDRESS:

E. NORTH COLLEGE STREET
YELLOW SPRINGS, OH 45387

LEGAL DESCRIPTION:

LOT 2A IN REPLAT OF LOTS 2 AND 3
IN THE ANTIOCH COLLEGE CORP. PLAT
PLAT CABINET 38, PAGES 300B - 301A

PARCEL No. F19-1-9-294
ANTIOCH COLLEGE CORPORATION
O.R. 3053, PAGE 191



GENERAL NOTES

A. BUILDER'S SET:

THIS IS A BUILDER'S SET OF DESIGN DOCUMENTS. THE DRAWINGS DESCRIBE THE GENERAL INTENT AND OFFERS PLANS, ELEVATIONS, SECTIONS, AND DETAILS TO DEFINE THE BASIC DESIGN PARAMETERS. THE BUILDER IS REQUIRED TO COORDINATE AND DEVELOP THE FINAL CONSTRUCTION DETAILS WITH APPROVAL BY THE ARCHITECT. THE ENGINEERING DISCIPLINES HAVE NOT BEEN DEVELOPED AND THE BUILDER WILL NEED TO WORK WITH THESE SUBCONTRACTOR TRADES TO DEVELOP THE APPROPRIATE DOCUMENTATION FOR THE INDIVIDUAL LIVING UNITS AND SITE INFRASTRUCTURE. THESE TRADES INCLUDE THE FOLLOWING:

1. CIVIL ENGINEERING TO COMPLETE THE FINAL SITE GRADING, UTILITY CONNECTIONS, AND STORM WATER MANAGEMENT DESIGN.
2. STRUCTURAL ENGINEERING TO COMPLETE THE FINAL REINFORCED CONCRETE WORK FOR FOOTING AND FOUNDATIONS.
3. MECHANICAL ENGINEERING/SUBCONTRACTOR TO COMPLETE THE FINAL MECHANICAL SYSTEMS FOR EACH LIVING UNIT.
4. ELECTRICAL ENGINEERING/SUBCONTRACTOR TO COMPLETE THE FINAL ELECTRICAL SYSTEMS, PANELS, AND WIRING.
5. PLUMBING ENGINEERING/SUBCONTRACTOR TO COMPLETE THE FINAL PLUMBING SYSTEMS, WATER PIPING, AND SANITARY AND WASTE PIPING.

B. GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE COMPLETE PROJECT SYSTEMS AND COMPONENTS AND COMPLY WITH ALL REQUIREMENTS INDICATED ON THE PROJECT DOCUMENTS.
2. WORK WITHIN THE AREA BOUNDARIES INDICATED IN THE PROJECT DOCUMENTS, AND COMPLY WITH ALL APPLICABLE BUILDING CODE, REGULATION, AND ORDINANCE REQUIREMENTS. OCCUPANTS ADJACENT TO THE PROJECT AREA BOUNDARIES SHALL CONTINUE UNINTERRUPTED OCCUPANCY DURING CONSTRUCTION OF THE PROJECT.
3. VERIFY FIELD CONDITIONS AND COORDINATION WITH THE PROJECT DOCUMENTS PRIOR TO PROCEEDING WITH THE WORK.
4. COORDINATE THE WORK WITH ALL REQUIREMENTS INDICATED IN THE PROJECT DOCUMENTS.
5. PERFORM THE WORK AT THE PROJECT SITE DURING NORMAL BUSINESS HOURS, UNLESS OTHERWISE NOTED.
6. COORDINATE THE WORK WITH EQUIPMENT, FURNISHINGS, AND SYSTEMS PROVIDED BY THE OWNER.

B. DEFINITIONS:

1. "TYPICAL" OR "TYP" INDICATES IDENTICAL COMPLETE SYSTEMS SHALL BE PROVIDED FOR EACH OCCURRENCE OF THE CONDITION NOTED.
2. "SIMILAR" INDICATES COMPLETE SYSTEMS AND COMPONENTS SHALL BE PROVIDED COMPARABLE TO THE CHARACTERISTICS FOR THE CONDITION NOTED.
3. "AS REQUIRED" INDICATES COMPONENTS REQUIRED TO COMPLETE THE NOTED SYSTEM AS INDICATED IN THE PROJECT DOCUMENTS, SHALL BE PROVIDED.
4. "ALIGN" INDICATES ACCURATELY PROVIDE FINISH FACES OF MATERIALS IN STRAIGHT, TRUE, AND PLUMB RELATION TO ADJACENT MATERIALS.

C. DIMENSIONS:

1. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF THE STRUCTURAL GRID, FACE OF CONCRETE WALL, NOMINAL FACE OF CMU WALL, FACE OF PARTITION TYPE AS SCHEDULED, UNLESS OTHERWISE NOTED.
2. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE, AND PLUMB. THE PRIORITY FOR PROJECT DIMENSIONS SHALL BE IN THE FOLLOWING ORDER:

A. MIN DIMENSION FOR ACCESSIBILITY CLEARANCE AND BUILDING CODE REQUIREMENT
B. LARGE SCALE DETAILS
C. SMALL SCALE DETAILS
D. ENLARGED VIEWS
E. FLOOR PLANS AND ELEVATIONS
3. FLOOR ELEVATIONS ARE INDICATED TO THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED.
4. VERTICAL DIMENSIONS ARE INDICATED FROM THE FLOOR ELEVATION TO FACE OF FINISHED MATERIAL AT THE DIMENSION POINT, UNLESS NOTED ABOVE FINISH FLOOR "-AFF".
5. CEILING HEIGHTS ARE INDICATED FROM THE FLOOR ELEVATION TO THE FACE OF SUSPENDED CEILING SYSTEM OR FACE OF FINISH MATERIAL AS SCHEDULED.
6. DIMENSIONS SHOWN ON THE DRAWINGS SHALL INDICATE THE REQUIRED SIZE, CLEARANCE, AND DIMENSIONAL RELATIONSHIP BETWEEN PROJECT SYSTEMS AND COMPONENTS. DIMENSIONS SHALL NOT BE DETERMINED BY SCALING THE DRAWINGS.

ITEM	REQUIRED	PROPOSED	SECTION
USE (ZONE CHANGED TO RESIDENTIAL-C)			
POCKET NEIGHBORHOOD DEVELOPMENT	MAX. 14 UNITS PER ACRE	8 UNITS	1262.08.e.6.B.3
UNIT TYPE A (SINGLE DETACHED RESIDENTIAL UNITS)		4 UNITS / 976 SF EACH	
UNIT TYPE B (DUPLEX RESIDENTIAL UNITS, UP TO 50% PERMITTED)		4 UNITS / 798 SF EACH	1262.08.e.6.J.1
LOT / BUILDING			
MINIMUM LOT AREA (RESIDENTIAL-C)	4,800 SF	39,414 SF	TABLE 1248.03
MINIMUM LOT WIDTH (RESIDENTIAL-C)	40'	228'-1 1/8" NARROW	TABLE 1248.03
MAXIMUM LOT AREA (FOR POCKET NEIGHBORHOOD DEVELOPMENT)	UNDER 5 ACRES	.905 ACRES	1262.08.e.6.B.5
MAXIMUM LOT COVERAGE	50%	18%	TABLE 1248.03a
MINIMUM FRONT YARD	20' FROM PROPERTY	20'-0"	TABLE 1248.03a
MINIMUM SIDE YARD	5' FROM PROPERTY	5'-0"	TABLE 1248.03a
MINIMUM REAR YARD	15' FROM PROPERTY	15'-0"	TABLE 1248.03a
MINIMUM DISTANCE BETWEEN UNITS	10' FROM EAVES	10'-0"	1262.08.e.6.E.1
MINIMUM COMMON AREA	8 UNITS x 200 = 1,600 SF	2,650 SF	1262.08.e.6.F.1
MAXIMUM BUILDING HEIGHT	35'-0"	24'-0"	1262.08.e.6.C.1
PARKING			
OFF-STREET PARKING REQUIREMENT	12 STALLS	12 TOTAL STALLS	
FOUR (4) UNIT TYPE A (SINGLE DETACHED RESIDENTIAL UNITS)	4 UNITS x 1.5 = 6	6 STALLS	1262.08.e.6.G.1
FOUR (4) UNIT TYPE B (DUPLEX RESIDENTIAL UNITS)	4 UNITS x 1.5 = 6	6 STALLS	1262.08.e.6.G.1
MINIMUM STALL DIMENSIONS (90 DEGREE PARKING)	9' x 18'	10' x 18'	TABLE 1264.03
ADA PARKING REQUIREMENTS	1 STALL	2 STALLS	
MINIMUM DRIVE AISLE WIDTH (90 DEGREE PARKING, DOUBLE LOADED)	24'	24'	TABLE 1264.03

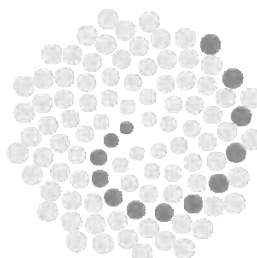
Project



Antioch PND
E North College Street
Yellow Springs, OH 45387

Property Owner/Petitioner

Antioch College Corporation
One Morgan Place
Yellow Springs, OH 45387



McLennan Design, LLC
500 Winslow Way E, Suite 201
Bainbridge Island, WA 98110
t 206 219 3777

Key Plan

Professional Seals

No.	Issue Description	YYYY-MM-DD
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No.	Revision Description	YYYY-MM-DD
01	Site Plan Review - Update	2018-09-06
02	Site Plan Review - Update	2018-10-01

Drawn by SRBC Reviewed by DRD

Project No. 16016.01

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Sheet Title:


PROJECT NOTES

Original drawing is Arch D. Do not scale contents of this drawing.


Sheet Number:

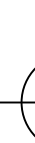
G002

Topographic Legend Symbols & Lines



Cosler Engineering, LLC
 545 Hilltop Road
 Beaver Creek Twp. OH 45385-7137
 Ph (937) 426-9913
 mcosler@sbcglobal.net

	Cable TV riser box		UGTV		Existing underground cable television line
	Fiber Optics Marker		FOC		Existing underground fiber optics line
	Telephone riser box & manhole		OHT		Existing underground telephone line
	Telephone pole		UE		Existing overhead telephone line
	Electric MH, transformer & pull box		OHE		Existing underground electric line
	Power pole, anchor & underground box				Existing overhead electric line
	Light pole, ground/signal light, & electric panel				
	Gas valve, meter & marker		UG		Existing underground gas line
	Fire hydrant, water valve, meter, curb stop		W		Existing water line
	Water MH, post indicator valve, fire department connection				
	Sanitary manhole, cleanout & lamp hole		SAN		Existing sanitary sewer line
 <td>Storm manhole & "2-2" catch basin</td> <td></td> <td>STM</td> <td></td> <td>Existing storm sewer line</td>	Storm manhole & "2-2" catch basin		STM		Existing storm sewer line
	Catch basin - Type 3A & Type 3				Existing chain link fence
	Yard Drain				Existing fence split rail
	Fence post, concrete				Existing hedge/bush/tree line
	Fence post, steel				Corporation line
	Fence post, wood				Existing guardrail
	End of grade/post				Existing centerline
	Existing tree, pine, bush & stump				Existing property line
	Mail box				Existing water service line
	Soil boring location				
	Flag pole, bollard, steel post & swing				
	Well & unknown valve				
	Unknown manhole				
	Road sign				
	Elevation bench mark/finish floor elevation				
	Survey control w/red "Cosler Traverse" cap				
	Iron pin found				
	Iron pin set				
	Parker-kalon nail found				
	MAG nail set				
	MAG nail found				
	Stone found				
	Railroad spike found				
	Railroad spike set				
	Iron pipe found				
	Concrete monument found				
	Axle found				
	Aluminum monument found				

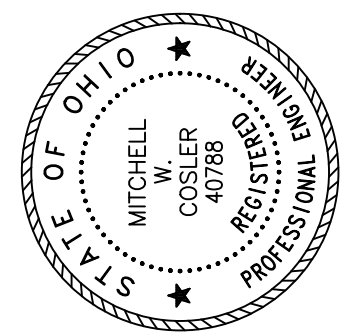
 COSLER ENGINEERING, LLC
545 Hilltop Road
Beavercreek Twp., Ohio 45385
Ph: 937-426-9913
Fax: 937-426-3390

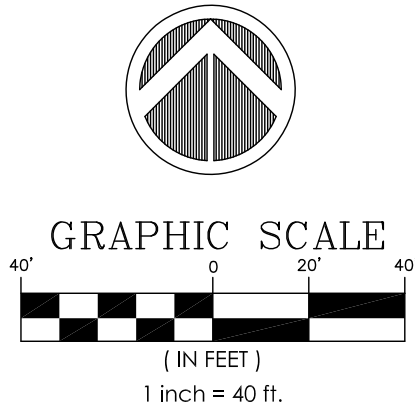
By: *Mitchell W. Cosler*

McLENNAN DESIGN
ANTIOCH COLLEGE PND PROJECT
LOCATED IN SECTION 20, TOWN 4, RANGE, 8
VILLAGE OF YELLOW SPRINGS, GREENE COUNTY, OHIO
TOPOGRAPHIC SYMBOL LEGEND

C-2

DATE		No.	DATE	REVISION
07/11/2018				
DES.				
DR.				
CKD.				
PROJECT No: 4912				

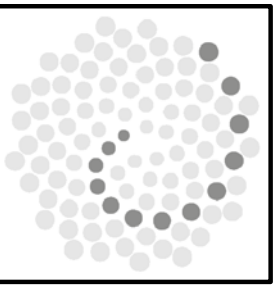




Property Owner/Petitioner
Antioch College Corporation
One Morgan Place
Yellow Springs, Oh. 45387

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

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Yellow Springs, OH 45387

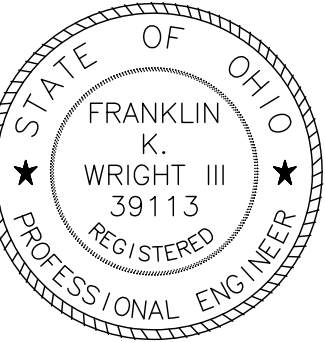


McLennan Design, LLC
500 Winslow Way E, Suite 201
Bainbridge Island, WA 98110
t 206 219 3777

Engineer

**REINKE
GROUP**
*Civil Engineering
Surveying*
959 Congress Park Drive
Dayton, OH 45459
(937) 434-4810

Professional Seals



No.	Issue Description	YYYY-MM-DD
1		2018-09-28

No.	Revision Description	YYYY-MM-DD
1	Underdrains Added	2018-08-30
2	Revised Drive & Parking	2018-09-28

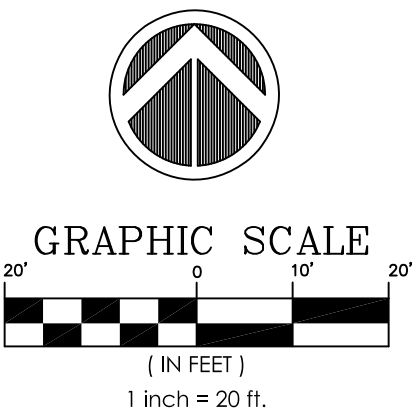
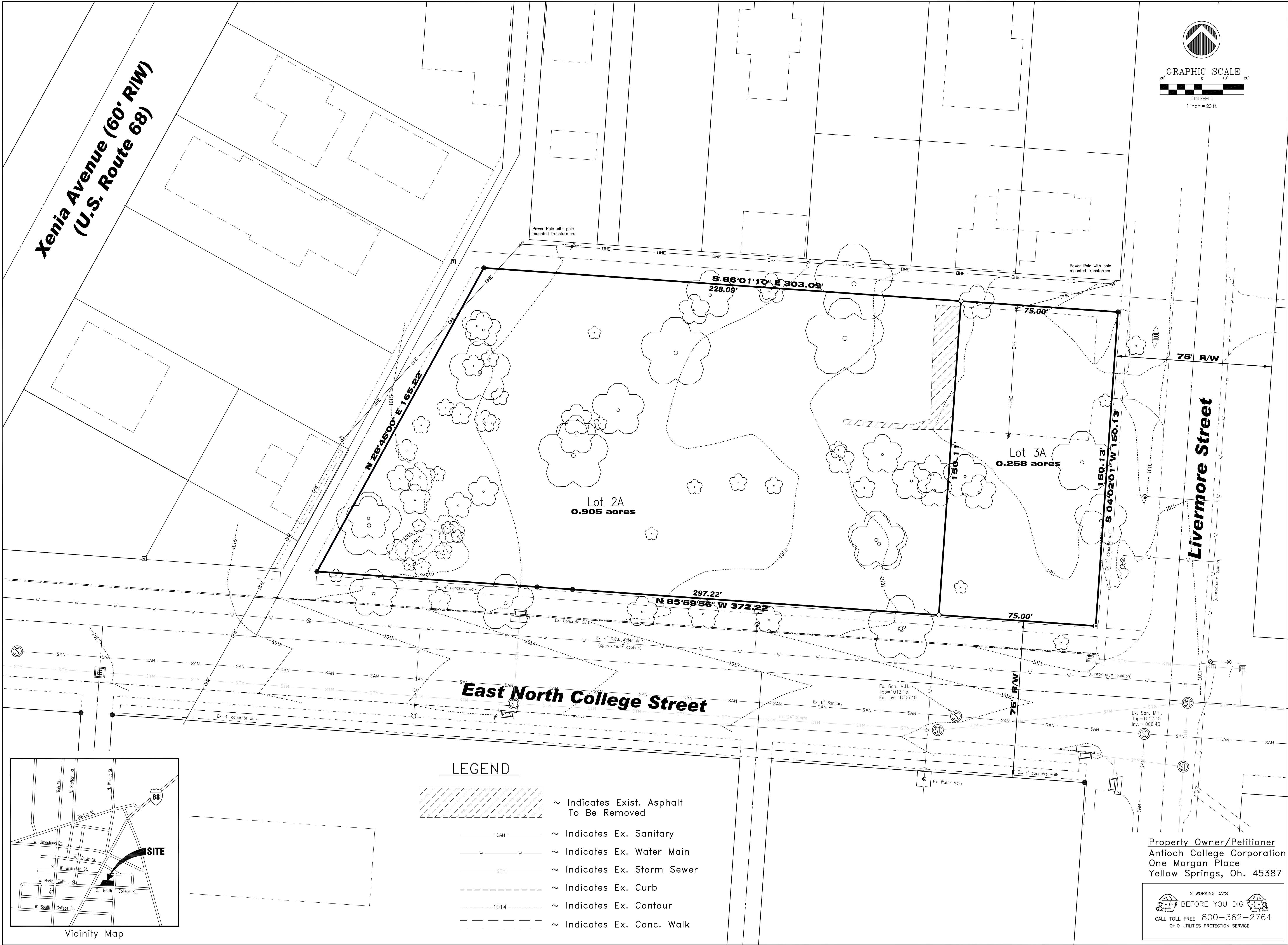
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Sheet Title:
AERIAL SITE PLAN

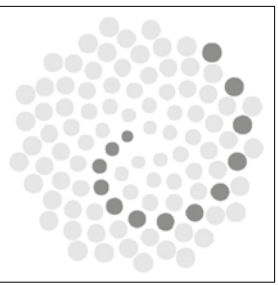
Sheet Number:

C001



Antioch PND

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Yellow Springs, OH 45387



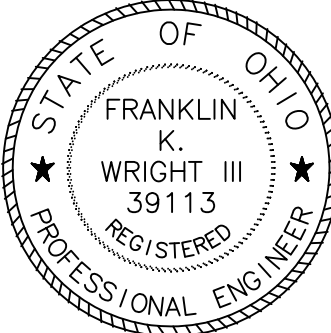
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No.	Issue Description	YYYY-MM-DD
1		2018-09-028

No.	Revision Description	YYYY-MM-DD
1	Underdrains Added	2018-09-30
2	Revised Drive & Parking	2018-09-29

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Project No. 16016.01

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Sheet Title:

**EXISTING
CONDITIONS PLAN**

Sheet Number:

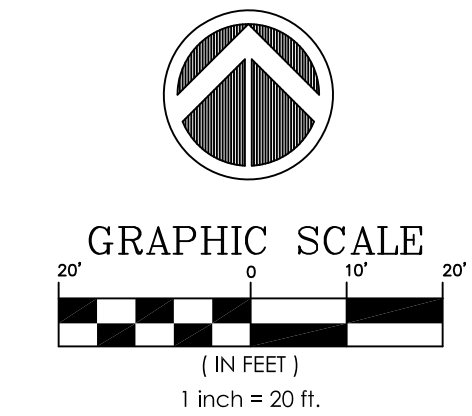
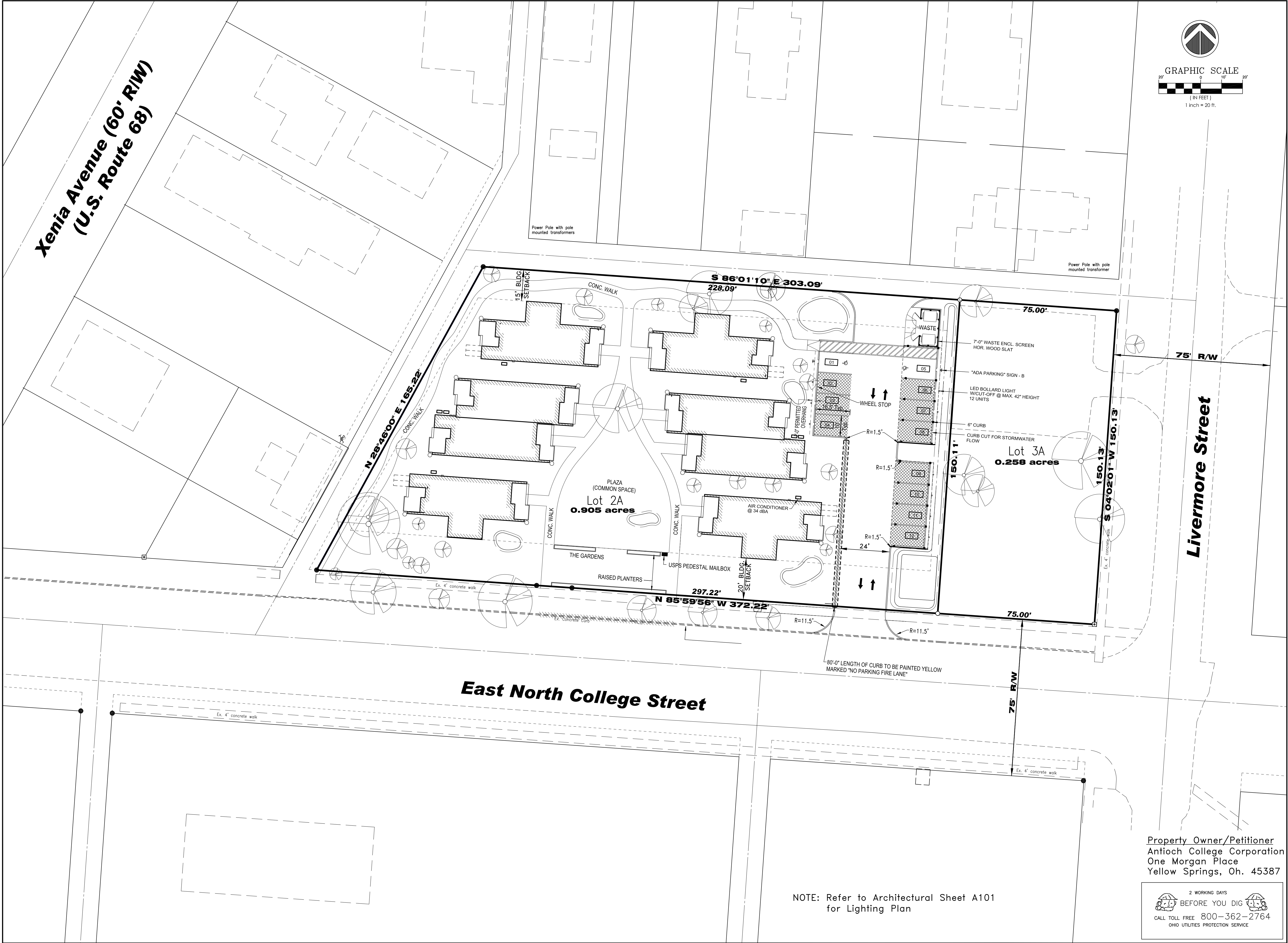
C002

Property Owner/Petitioner
Antioch College Corporation
One Morgan Place
Yellow Springs, Oh. 45387

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

LEGEND

- ~ Indicates Exist. Asphalt To Be Removed
- ~ Indicates Ex. Sanitary
- ~ Indicates Ex. Water Main
- ~ Indicates Ex. Storm Sewer
- ~ Indicates Ex. Curb
- ~ Indicates Ex. Contour
- ~ Indicates Ex. Conc. Walk



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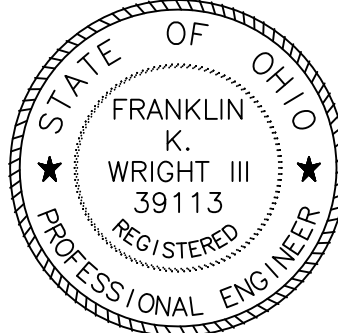
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No.	Issue Description	YYYY-MM-DD
1		2018-09-28

No.	Revision Description	YYYY-MM-DD
1	Underdrains Added	2018-09-30
2	Revised Drive & Parking	2018-09-28

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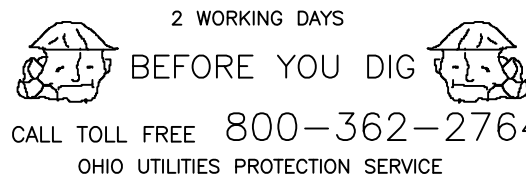
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**PRELIMINARY SITE
PLAN**

Sheet Number:

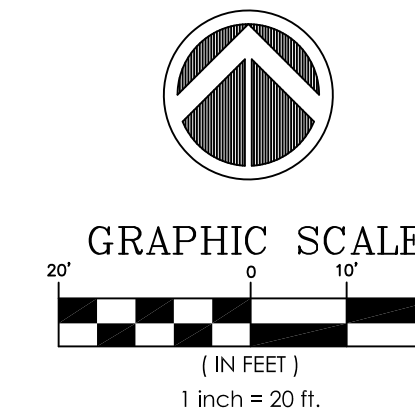
C003

Property Owner/Petitioner
Antioch College Corporation
One Morgan Place
Yellow Springs, Oh. 45387

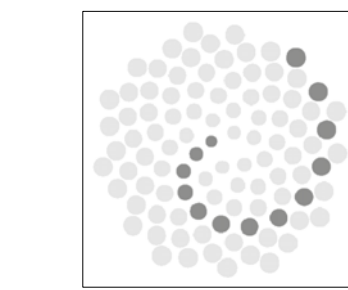


NOTE: Refer to Architectural Sheet A101
for Lighting Plan

Xenia Avenue (60' R/W)
(U.S. Route 68)



**Antioch
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Yellow Springs, OH 45387

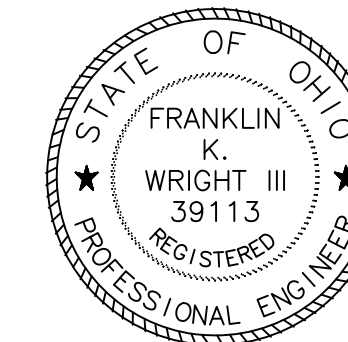


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Professional Seals



No.	Issue Description	YYYY-MM-DD
1		2018-09-06

No.	Revision Description	YYYY-MM-DD
1	Underdrains Added	2018-09-30
2	Revised Drive & Parking	2018-09-29

Drawn by
Project No. 16016.01

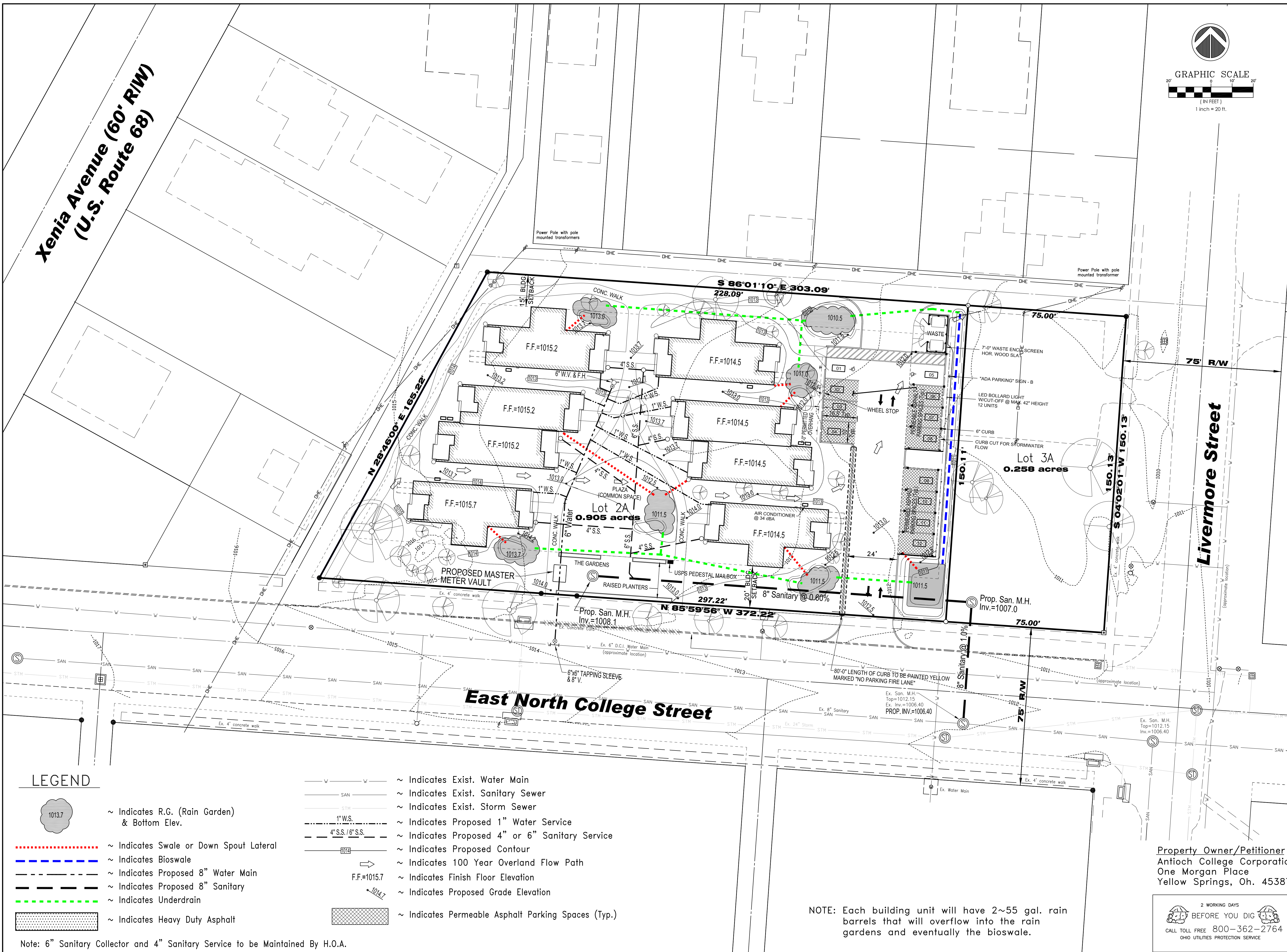
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Sheet Title:

**GRADING &
UTILITY PLAN**

Sheet Number:

C004



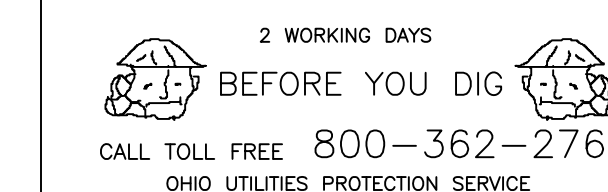
LEGEND

- ~ Indicates R.G. (Rain Garden) & Bottom Elev.
- ~ Indicates Swale or Down Spout Lateral
- ~ Indicates Bioswale
- ~ Indicates Proposed 8" Water Main
- ~ Indicates Proposed 8" Sanitary
- ~ Indicates Underdrain
- ~ Indicates Heavy Duty Asphalt
- ~ Indicates Exist. Water Main
- ~ Indicates Exist. Sanitary Sewer
- ~ Indicates Exist. Storm Sewer
- ~ Indicates Proposed 1" Water Service
- ~ Indicates Proposed 4" or 6" Sanitary Service
- ~ Indicates Proposed Contour
- ~ Indicates 100 Year Overland Flow Path
- ~ Indicates Finish Floor Elevation
- ~ Indicates Proposed Grade Elevation
- ~ Indicates Permeable Asphalt Parking Spaces (Typ.)

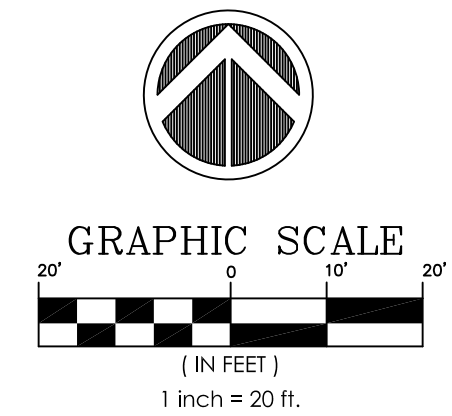
Note: 6" Sanitary Collector and 4" Sanitary Service to be Maintained By H.O.A.

NOTE: Each building unit will have 2~55 gal. rain barrels that will overflow into the rain gardens and eventually the bioswale.

Property Owner/Petitioner
Antioch College Corporation
One Morgan Place
Yellow Springs, Oh. 45387

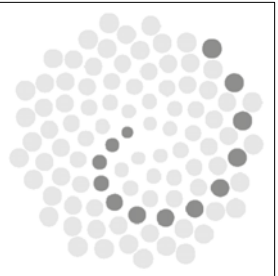


Xenia Avenue (60' R/W)
(U.S. Route 68)



Antioch
PND

E North College Street
Yellow Springs, OH 45387



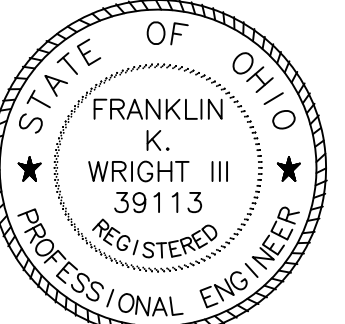
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Bainbridge Island, WA 98110
P 206 219 3777

Engineer



Civil Engineering
Surveying
959 Congress Park Drive
Dayton, OH 45459
(937) 434-4810

Professional Seals



No.	Issue Description	YYYY-MM-DD
1		2018-09-06

No.	Revision Description	YYYY-MM-DD
1	Underdrains Added	2018-09-30
2	Revised Drive & Parking	2018-09-28

Drawn by: 16016.01
Reviewed by:

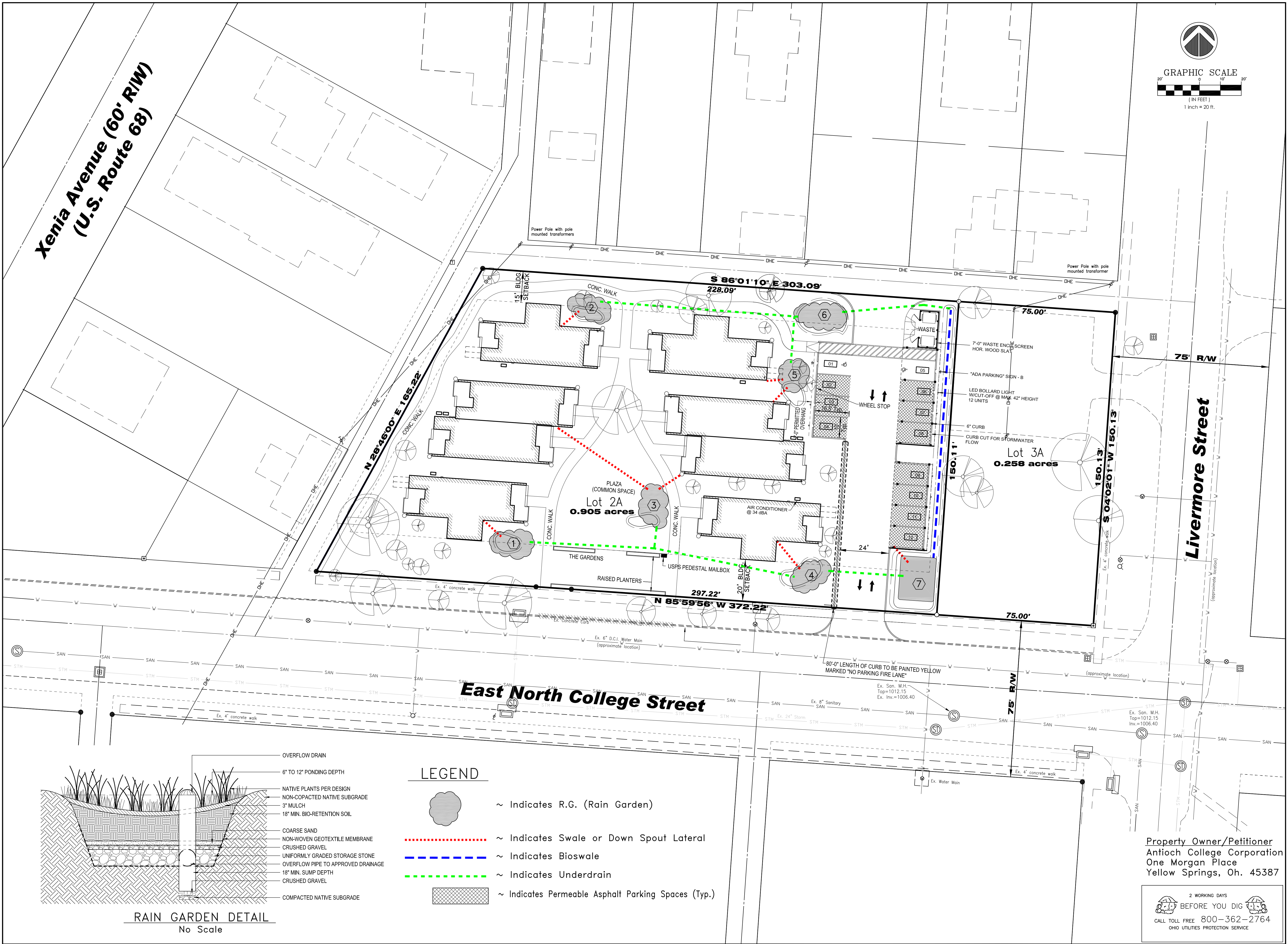
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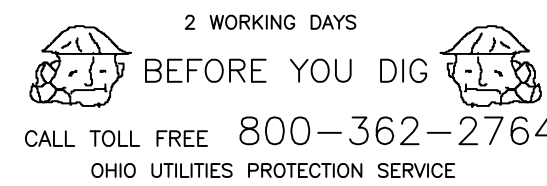
SITE RAIN GARDEN
EXHIBIT

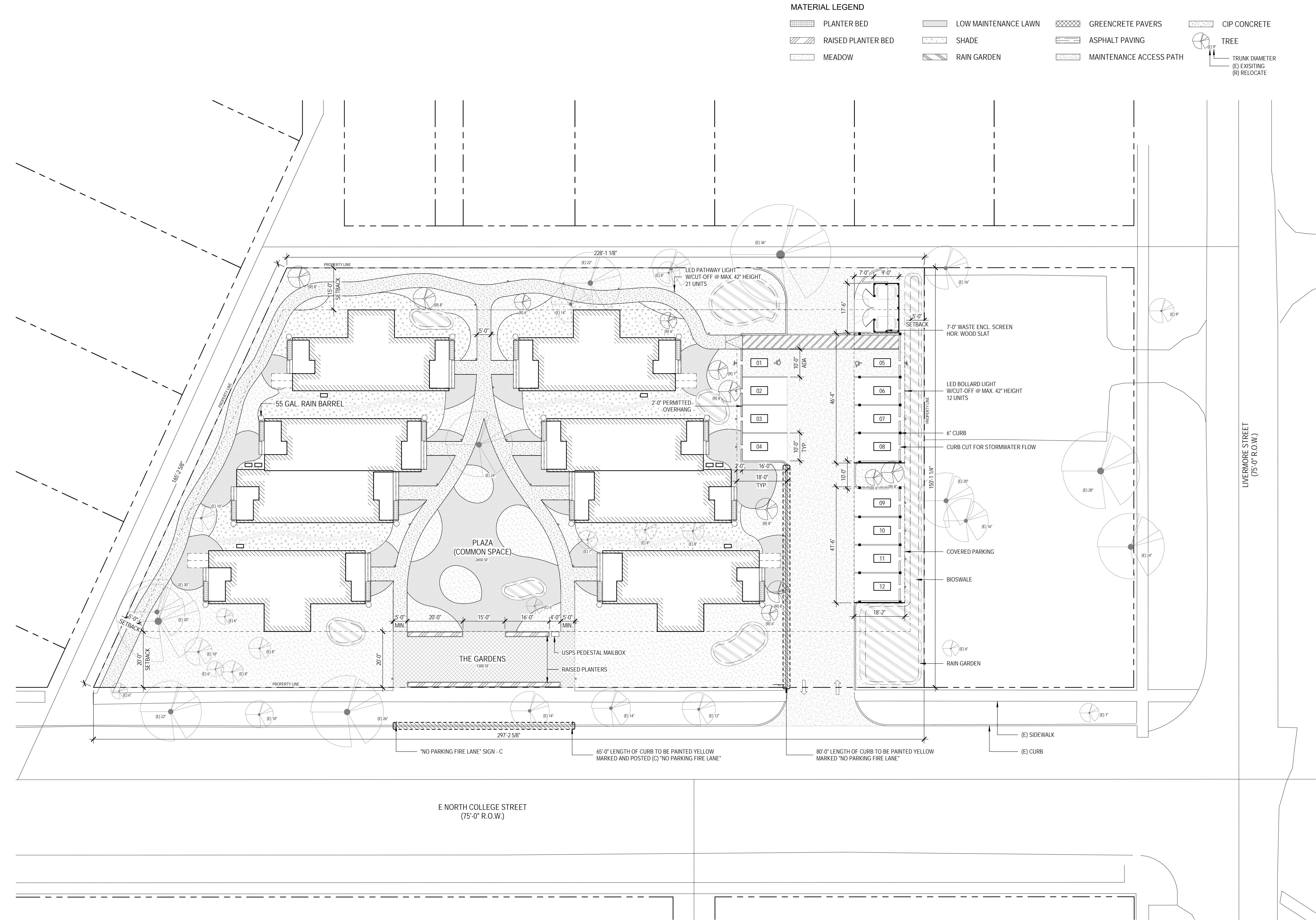
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Property Owner/Petitioner
Antioch College Corporation
One Morgan Place
Yellow Springs, Oh. 45387

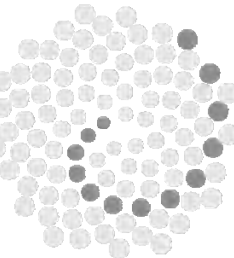




Antioch PND
E North College Street
Yellow Springs, OH 45387

Property Owner/Petitioner

Antioch College Corporation
One Morgan Place
Yellow Springs, OH 45387



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Bainbridge Island, WA 98110
t 206 219 3777

Key Plan

Professional Seals

No. Issue Description YYYY-MM-DD

No. Revision Description YYYY-MM-DD
01 Site Plan Review - Update 2018-09-06
02 Site Plan Review - Update 2018-10-01

Drawn by AP Reviewed by DRD

Project No. 16016.01

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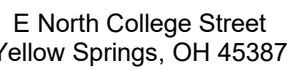
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LANDSCAPE PLAN

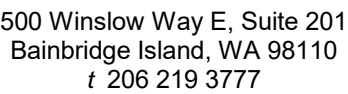
L101

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1 LANDSCAPE PLAN
1/16" = 1'-0"



Antioch College Corporation
One Morgan Place
Yellow Springs, OH 45387



lional Seals

No.	Revision Description	YYYY-MM-DD
01	Site Plan Review - Update	2018-09-06
02	Site Plan Review - Update	2018-10-01

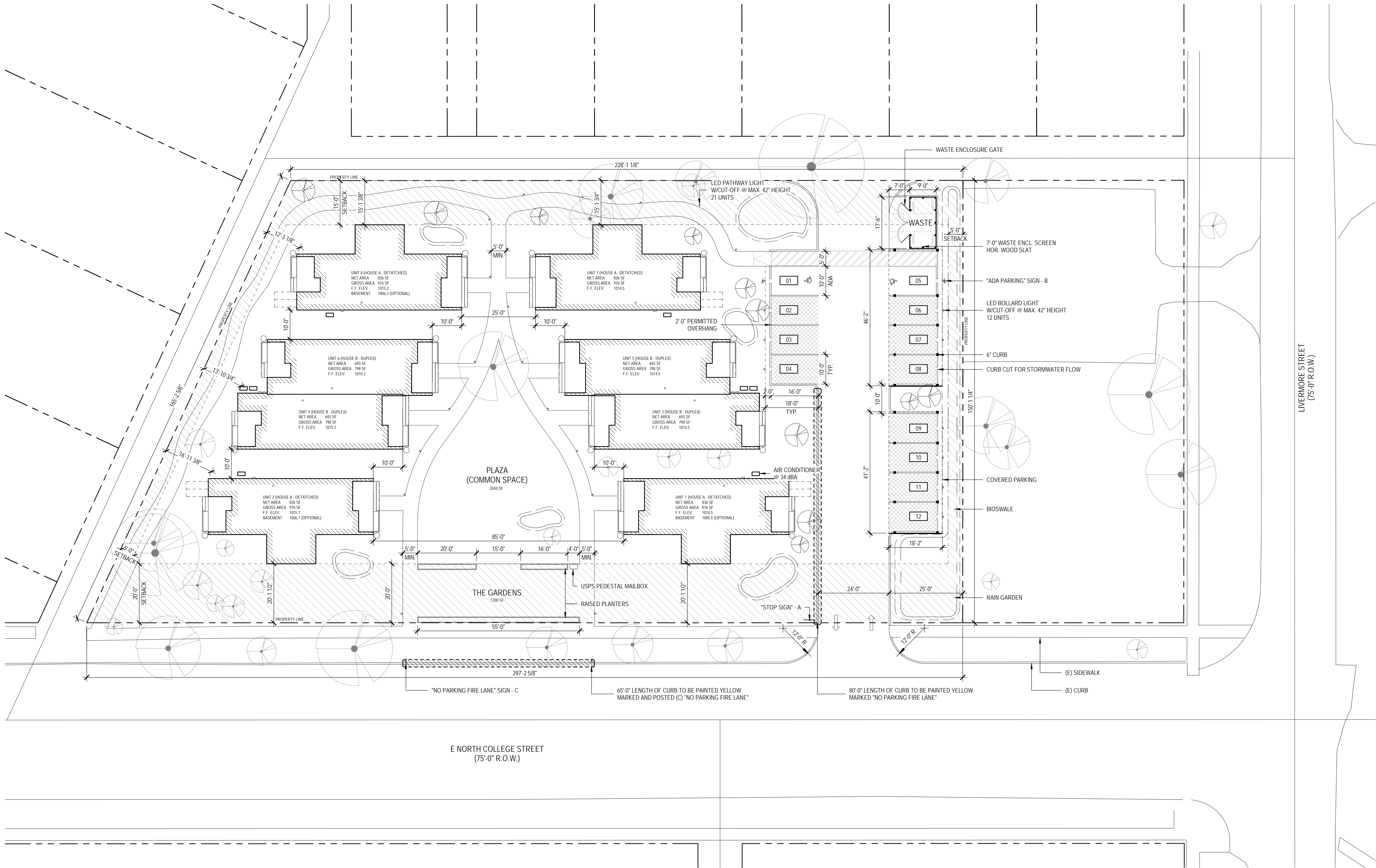
DETAILS

Sheet Number

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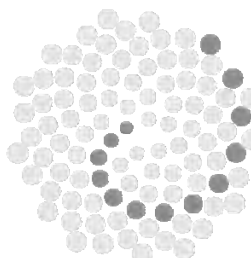
1 SITE PLAN
1/16" = 1'-0"



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Key Plan

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02	Site Plan Review - Update	2018-10-01

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Sheet Title:

SITE PLAN

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Sheet Number:

A101

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1 FLOOR PLAN - HOUSE A
1/4" = 1'-0"

HOUSE TYPE A - WINDOW SCHEDULE							
Mark	Width	Height	Window Type	QTY	Rough Width	Rough Height	Screens
B	3' - 0"	3' - 0"	AWNING	3	3' - 0 1/2"	3' - 0 1/2"	YES
C	2' - 0"	4' - 0"	CASEMENT	1	2' - 0 1/2"	4' - 0 1/2"	YES
D	5' - 0"	5' - 0"	CASEMENT	2	5' - 0 1/2"	5' - 0 1/2"	YES
E	6' - 0"	5' - 0"	CASEMENT	2	6' - 0 1/2"	5' - 0 1/2"	YES
F	9' - 0"	2' - 0"	AWNING	2	9' - 0 1/2"	2' - 0 1/2"	YES
G	1' - 8"	4' - 0"	FIXED SKYLIGHT	4	1' - 8 1/2"	4' - 0 1/2"	
H	3' - 0"	4' - 0"	FIXED	2	3' - 0 1/2"	4' - 0 1/2"	

*REFER TO BUILDING ELEVATIONS FOR ALL OPERABLE WINDOW SWING DIRECTIONS

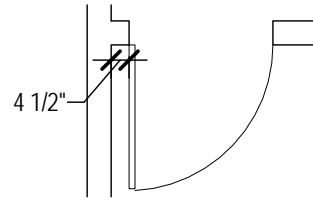
HOUSE TYPE A - DOOR SCHEDULE						
Mark	Door Type	Width	Height	Door Finish	Hardware Set	Comments
D101a	ENTRY SWING DOOR	3' - 0"	7' - 0"	WOOD	SET NO. 1	1, 2, 3
D103	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 2	1, 2, 3
D104	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 3	1, 2, 3
D105	PAIR SWING DOORS	6' - 0"	7' - 0"	WOOD	SET NO. 4	1, 2, 3
D106a	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 3	1, 2, 3
D106b	CLOSET SLIDING DOOR	6' - 0"	6' - 8"	WOOD	SET NO. 5	1, 2, 3
D106c	EXTERIOR SWING DOOR	3' - 0"	7' - 0"	WOOD	SET NO. 1	1, 2, 3
D107a	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 3	1, 2, 3
D107b	CLOSET SLIDING DOR	6' - 0"	6' - 8"	WOOD	SET NO. 5	1, 2, 3

DOOR SCHEDULE COMMENTS:

- Wood door species is maple with stain and a transparent finish, as base bid condition. Individual homeowner will have 2 options for wood species, stain and finish. Option will be available for door to be painted finish. Refer to Options.
- Wood door trim species is maple with stain and transparent finish, as base bid condition. Individual homeowner will have 2 options for wood species, stain and finish. Option will be available for door trim to be painted finish. Refer to Options.
- Hardware finish is oil-rubbed bronze, US10, as base bid condition. Individual homeowner will have 2 options for hardware finish. Refer to Options.

HARDWARE SETS	
Hardware Set No. 1: 1 Set door hinges / 3 hinges 1 Entry handset door lever with deadbolt 1 Door strike 1 Set door weatherstripping 1 Door threshold 1 Peephole 2 Sets of keys	Hardware Set No. 3: 1 Set pocket door passage 1 Pocket door mortise edge pull 1 Pocket door track and roller assembly 1 Set of door guides 1 Door stop
Hardware Set No. 2: 1 Set pocket door privacy lock 1 Door strike 1 Pocket door mortise edge pull 1 Pocket door track and roller assembly 1 Set of door guides 1 Door stop	Hardware Set No. 4: 2 Sets door hinges / 3 hinges per door 1 Storage room handset lever with keyed lock 1 Dummy trim 2 Sets of keys
	Hardware Set No. 5: 2 Sliding door track and roller assemblies 2 Sliding door recessed pulls 2 Sets of door guides 2 Door stops

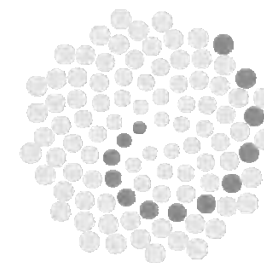
- GENERAL NOTES - HOUSE TYPE A
- LOT 2A IN REPLAT OF LOTS 2 AND 3 IN THE ANTIOCH COLLEGE CORP. PLAT PLAT CABINET 38, PAGES 300B - 301A
 - HOUSE TYPE A (DETACHED)
976 SF GROSS / 83% SF NET
 - ALL DIMENSIONS ARE TO FACE OF FINISH U.N.O.
 - DOORS TO BE LOCATED AS SHOWN BELOW U.N.O.



Antioch PND
E North College Street
Yellow Springs, OH 45387

Property Owner/Petitioner

Antioch College Corporation
One Morgan Place
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t 206 219 3777

Key Plan

Professional Seals

No.	Issue Description	YYYY-MM-DD
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No.	Revision Description	YYYY-MM-DD
01	Site Plan Review - Update	2018-09-06
02	Site Plan Review - Update	2018-10-01

Drawn by SRBC Reviewed by DRD

Project No. 16016.01

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Sheet Title:

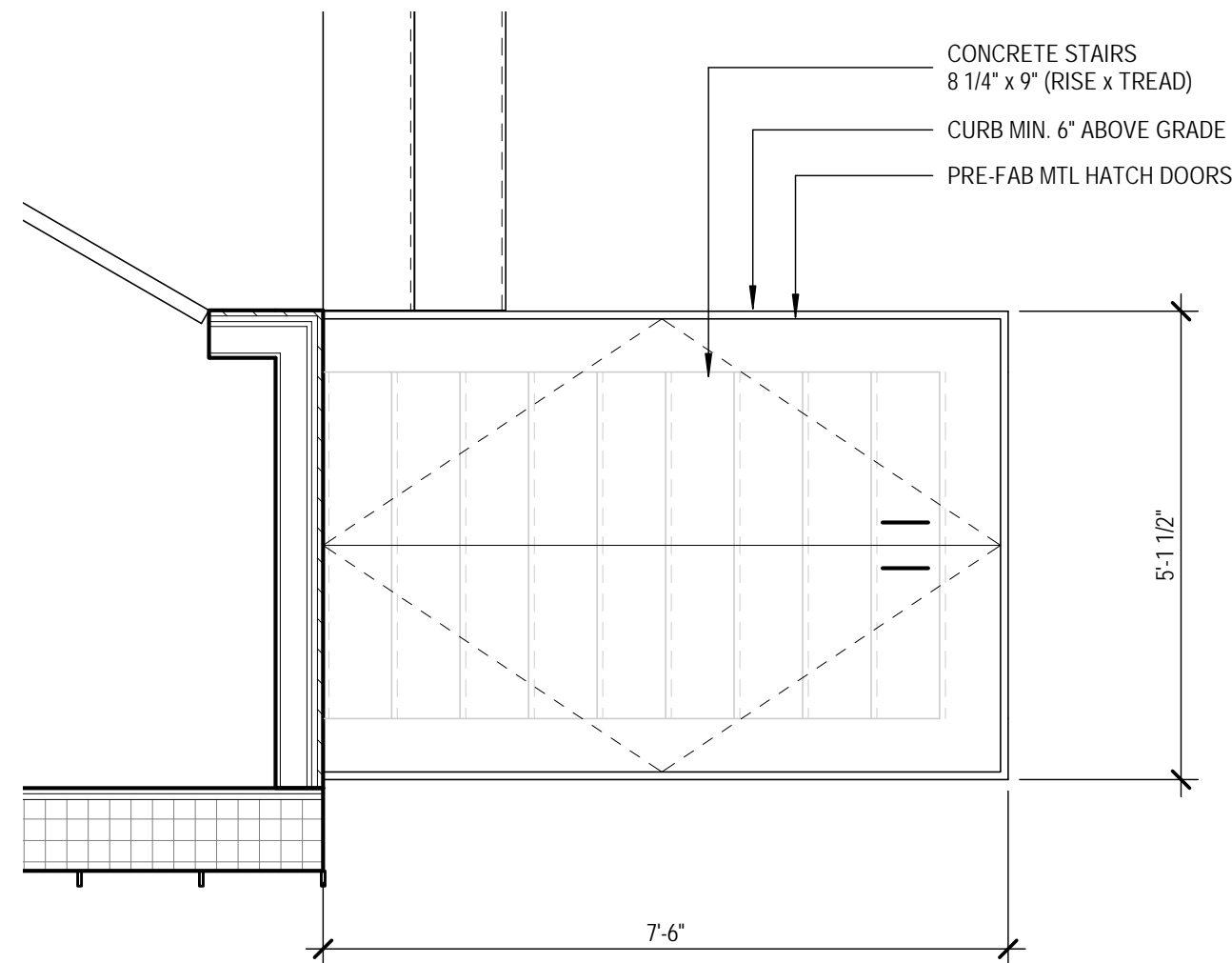
FLOOR PLAN

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Sheet Number:

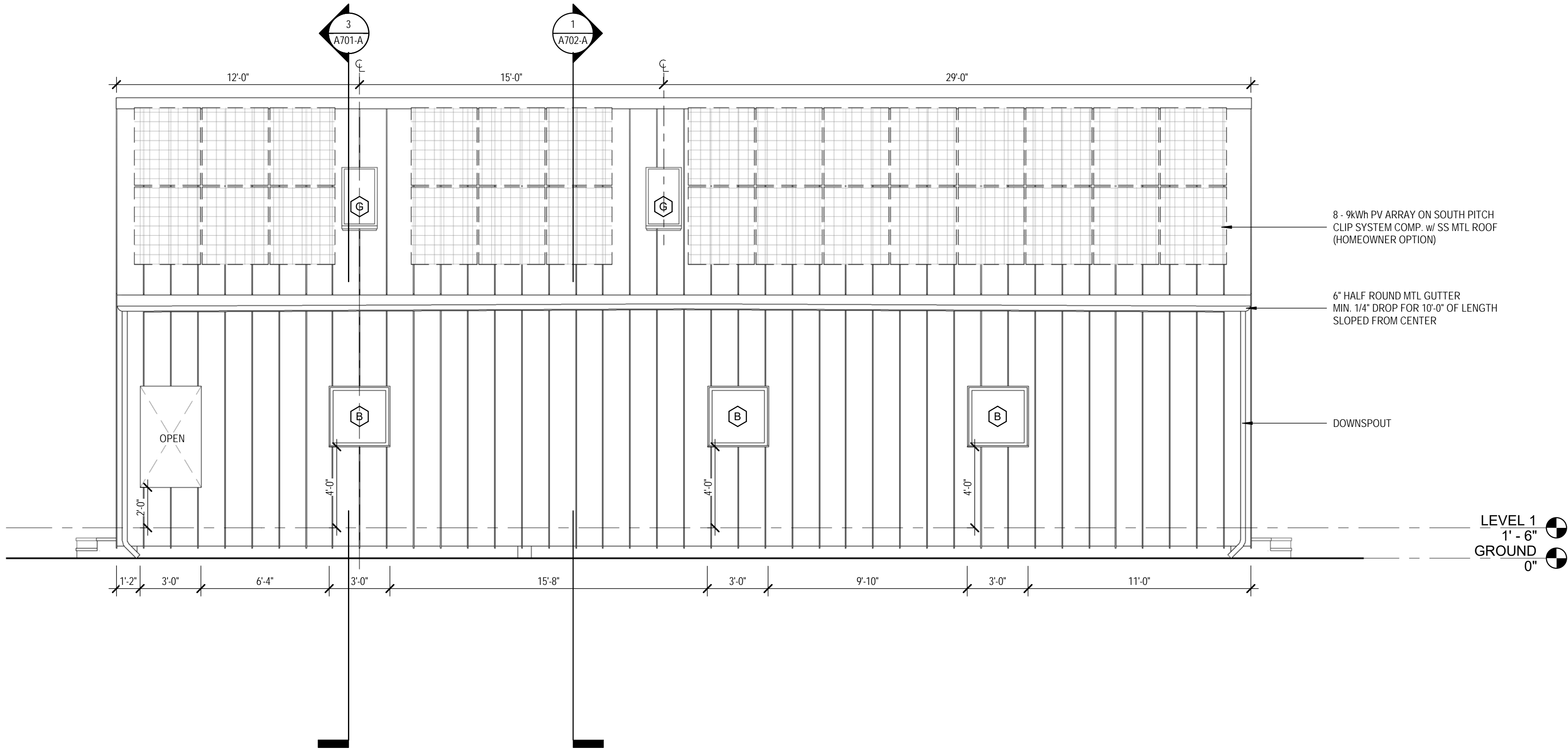
A201-A

2 ENLARGED - BASEMENT HATCH (HOMEOWNER OPTION)
1/2" = 1'-0"

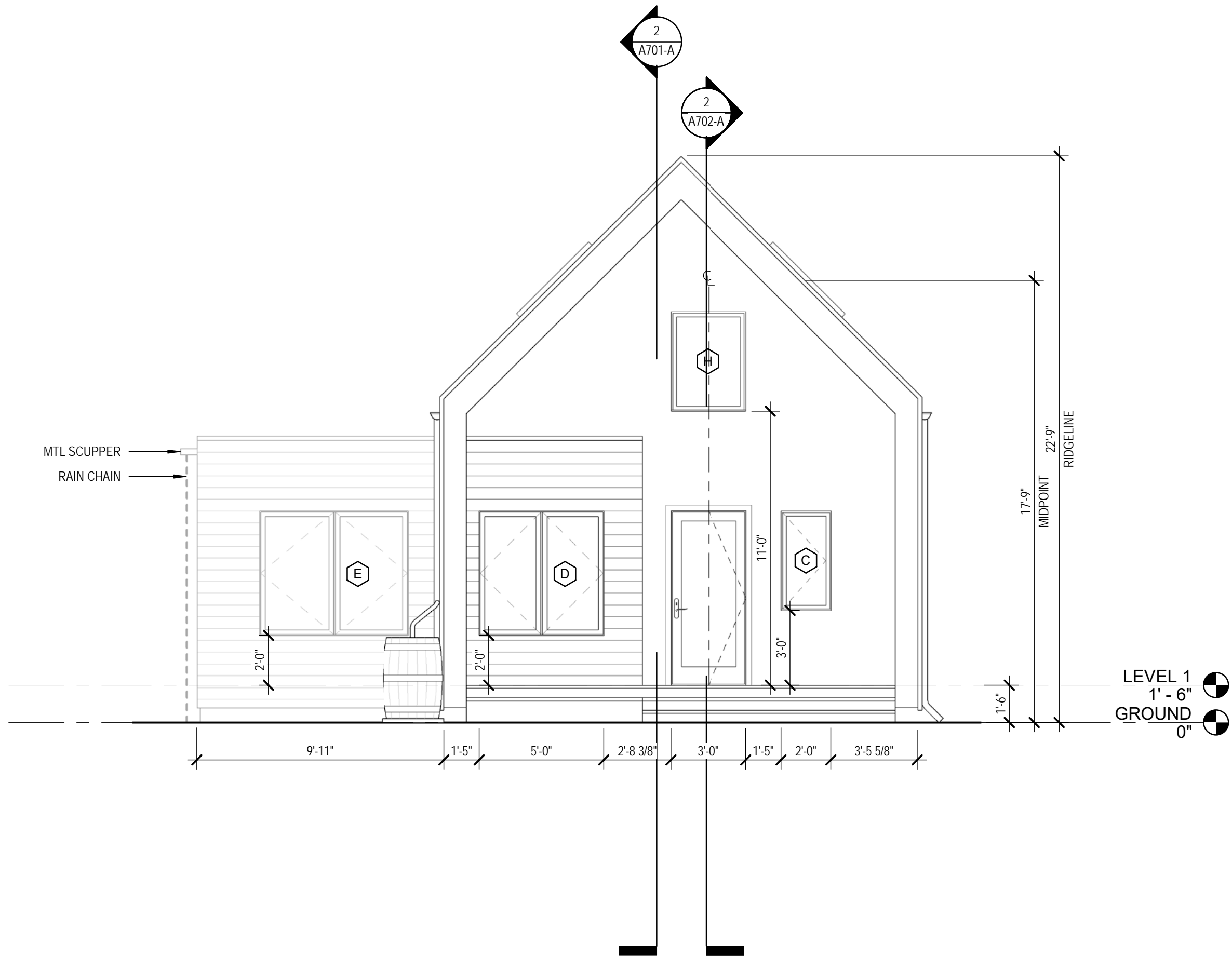


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2 ELEVATION - SERVICES -
HOUSE A
1/4" = 1'-0"



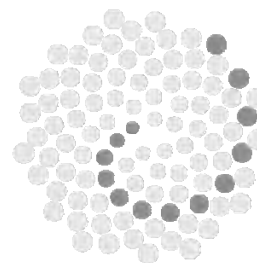
1 ELEVATION - FRONT - HOUSE A
1/4" = 1'-0"



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Key Plan

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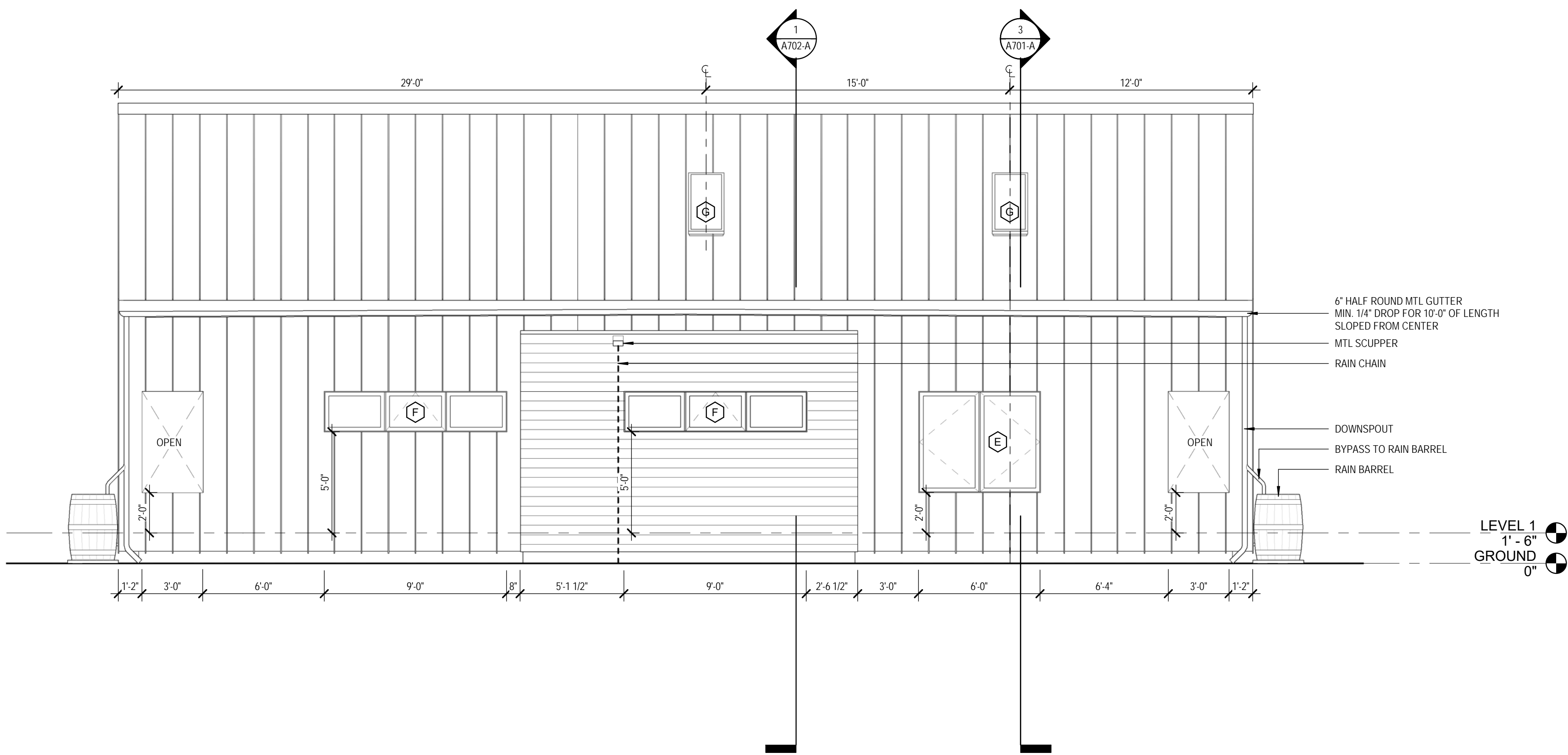
ELEVATIONS

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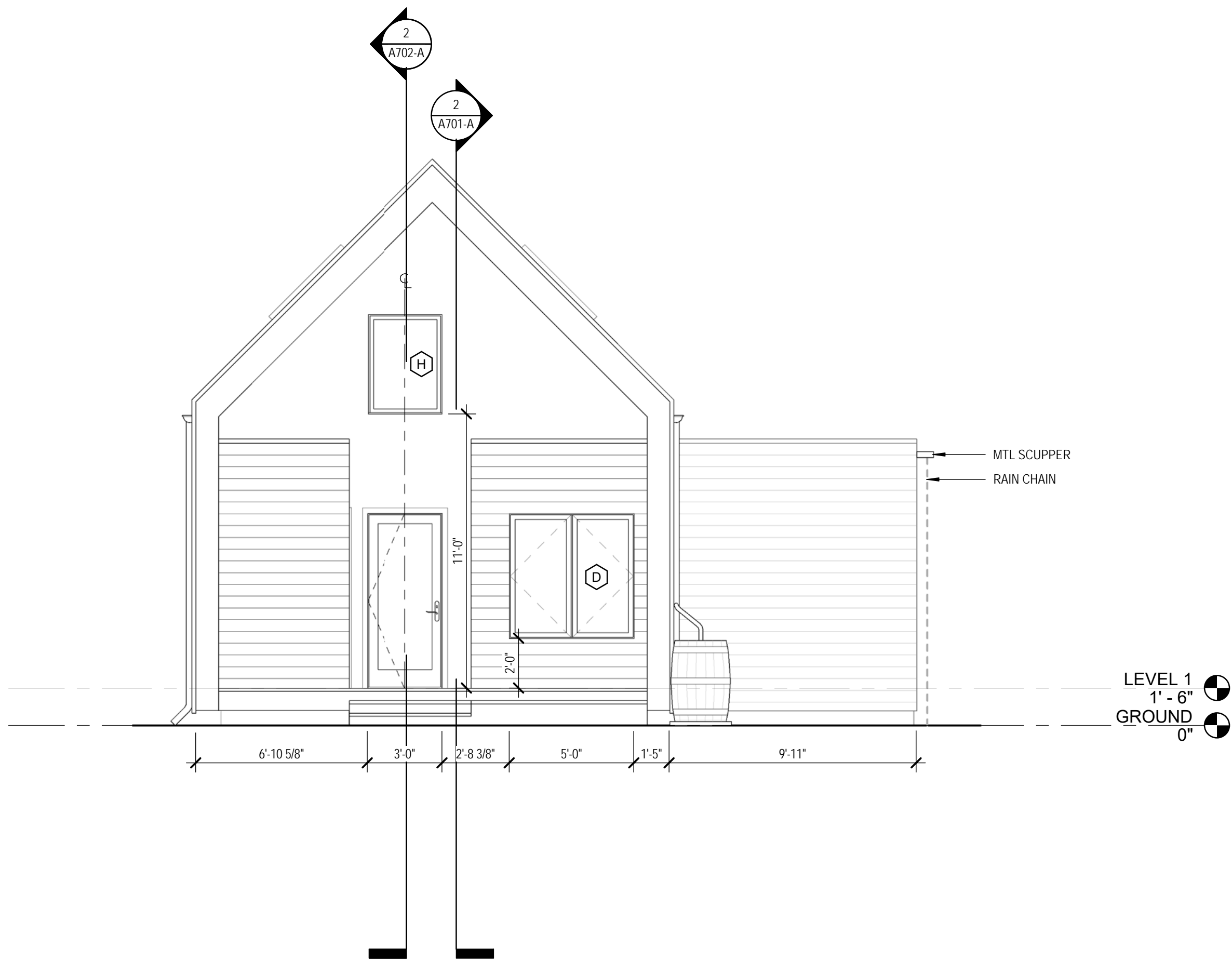
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2 ELEVATION - OUTER - HOUSE A

1/4" = 1'-0"



1 ELEVATION - REAR - HOUSE A

1/4" = 1'-0"

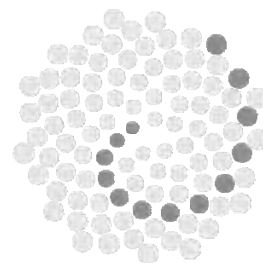
Project



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Key Plan

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Sheet Title:

ELEVATIONS

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Sheet Number:

A502-A

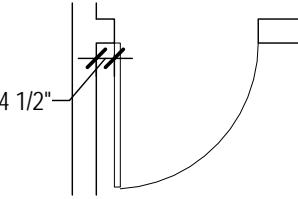
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1 FLOOR PLAN - HOUSE B

1/4" = 1'-0"

GENERAL NOTES - HOUSE TYPE B

- LOT 2A IN REPLAT OF LOTS 2 AND 3
IN THE ANTIOCH COLLEGE CORP. PLAT
PLAT CABINET 38, PAGES 300B - 301A
- HOUSE TYPE B (DUPLICATE)
798 SF GROSS / 693 SF NET (INDIVIDUAL UNIT)
- ALL DIMENSIONS ARE TO FACE OF FINISH U.N.O.
- ALL DOORS TO BE LOCATED AS SHOWN BELOW U.N.O.



HOUSE TYPE B - WINDOW SCHEDULE							
Mark	Width	Height	Window Type	QTY	Rough Width	Rough Height	Screens
C	2' - 0"	4' - 0"	CASEMENT	2	2' - 0 1/2"	4' - 0 1/2"	YES
D	5' - 0"	5' - 0"	CASEMENT	4	5' - 0 1/2"	5' - 0 1/2"	YES
E	6' - 0"	5' - 0"	CASEMENT	4	6' - 0 1/2"	5' - 0 1/2"	YES
F	9' - 0"	2' - 0"	AWNING	2	9' - 0 1/2"	2' - 0 1/2"	YES
G	1' - 8"	4' - 0"	FIXED SKYLIGHT	8	1' - 8 1/2"	4' - 0 1/2"	
H	3' - 0"	4' - 0"	FIXED	4	3' - 0 1/2"	4' - 0 1/2"	

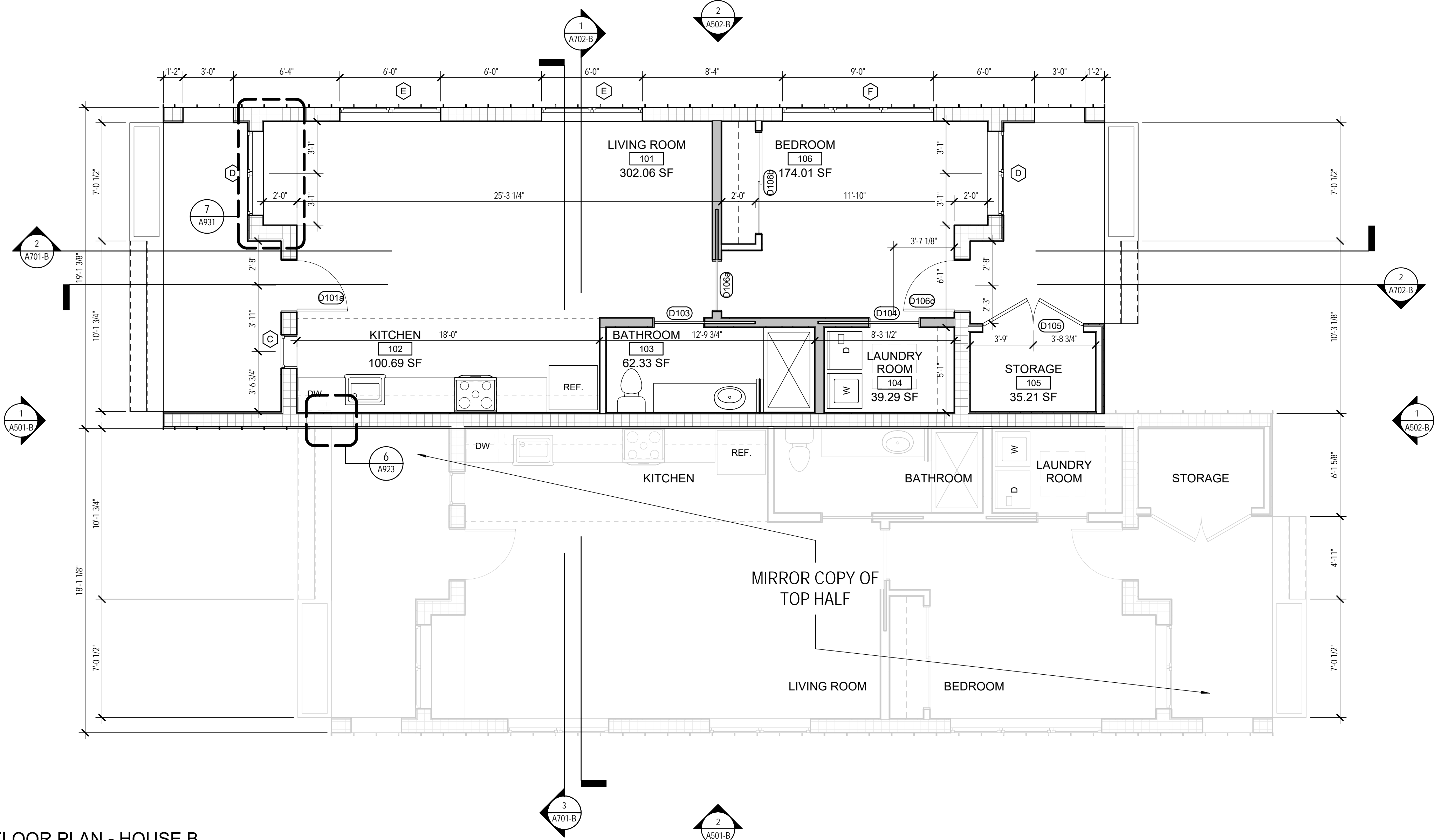
*REFER TO BUILDING ELEVATIONS FOR ALL OPERABLE WINDOW SWING DIRECTIONS

HOUSE TYPE B - DOOR SCHEDULE						
Mark	Door Type	Width	Height	Door Finish	Hardware Set	Comments
D101a	ENTRY SWING DOOR	3' - 0"	7' - 0"	WOOD	SET NO. 1	1, 2, 3
D103	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 2	1, 2, 3
D104	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 3	1, 2, 3
D105	PAIR SWING DOOR	6' - 0"	6' - 8"	WOOD	SET NO. 4	1, 2, 3
D106a	POCKET DOOR	3' - 0"	6' - 8"	WOOD	SET NO. 3	1, 2, 3
D106b	CLOSET SLIDING DOOR	6' - 0"	6' - 8"	WOOD	SET NO. 5	1, 2, 3
D106c	EXTERIOR SWING DOOR	3' - 0"	7' - 0"	WOOD	SET NO. 1	1, 2, 3

DOOR SCHEDULE COMMENTS:

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- Wood door trim species is maple with stain and transparent finish, as base bid condition. Individual homeowner will have 2 options for wood species, stain and finish. Option will be available for door trim to be painted finish. Refer to Options.
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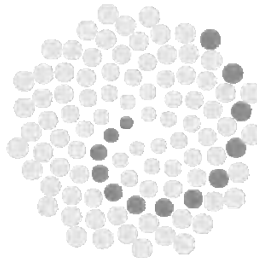
HARDWARE SETS	
Hardware Set No. 1: 1 Set door hinges / 3 hinges 1 Entry handset door lever with deadbolt 1 Door strike 1 Set door weatherstripping 1 Door threshold 1 Peephole 2 Sets of keys	Hardware Set No. 3: 1 Set pocket door passage 1 Pocket door mortise edge pull 1 Pocket door track and roller assembly 1 Set of door guides 1 Door stop Hardware Set No. 4: 2 Sets door hinges / 3 hinges per door 1 Storage room handset lever with keyed lock 1 Dummy trim 2 Sets of keys
Hardware Set No. 2: 1 Set pocket door privacy lock 1 Door strike 1 Pocket door mortise edge pull 1 Pocket door track and roller assembly 1 Set of door guides 1 Door stop	Hardware Set No. 5: 2 Sliding door track and roller assemblies 2 Sliding door recessed pulls 2 Sets of door guides 2 Door stops



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Key Plan

Professional Seals

No.	Issue Description	YYYY-MM-DD
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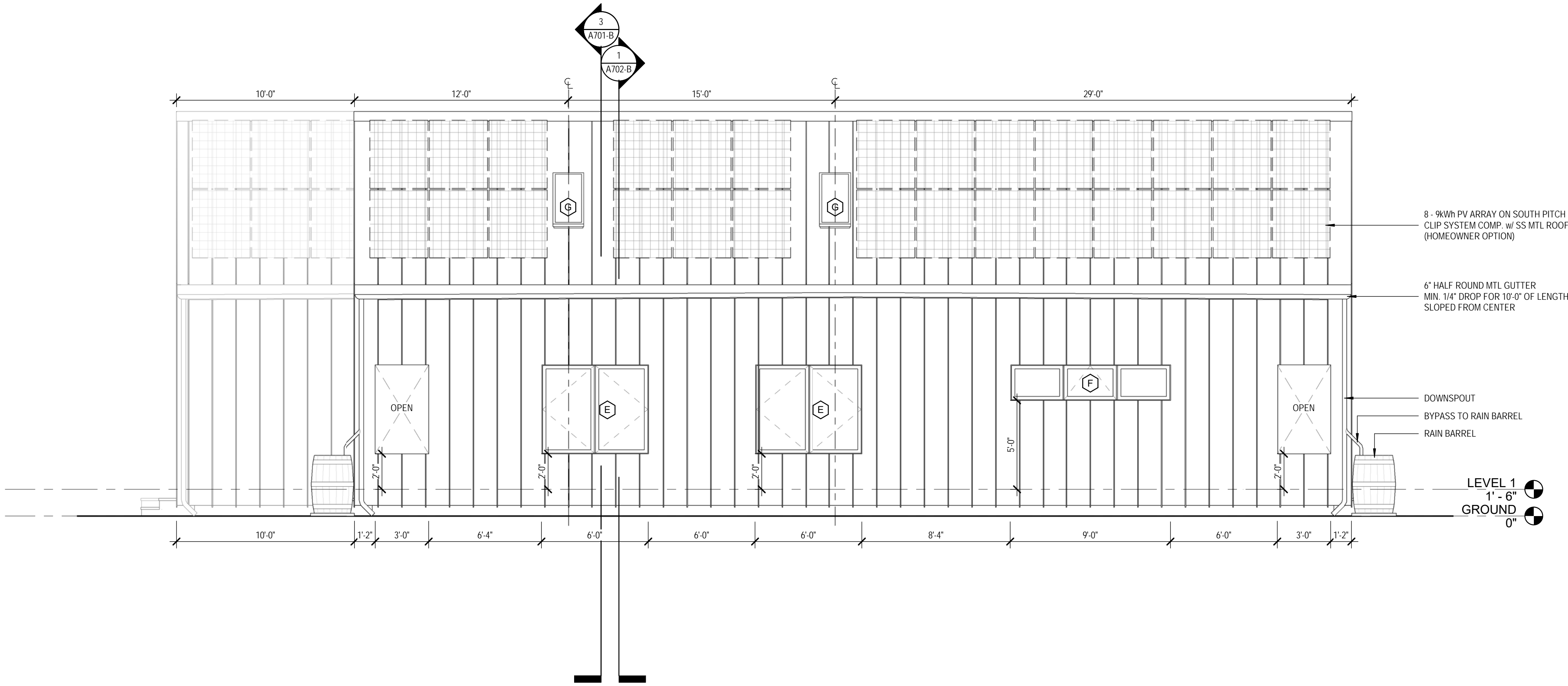
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FLOOR PLAN

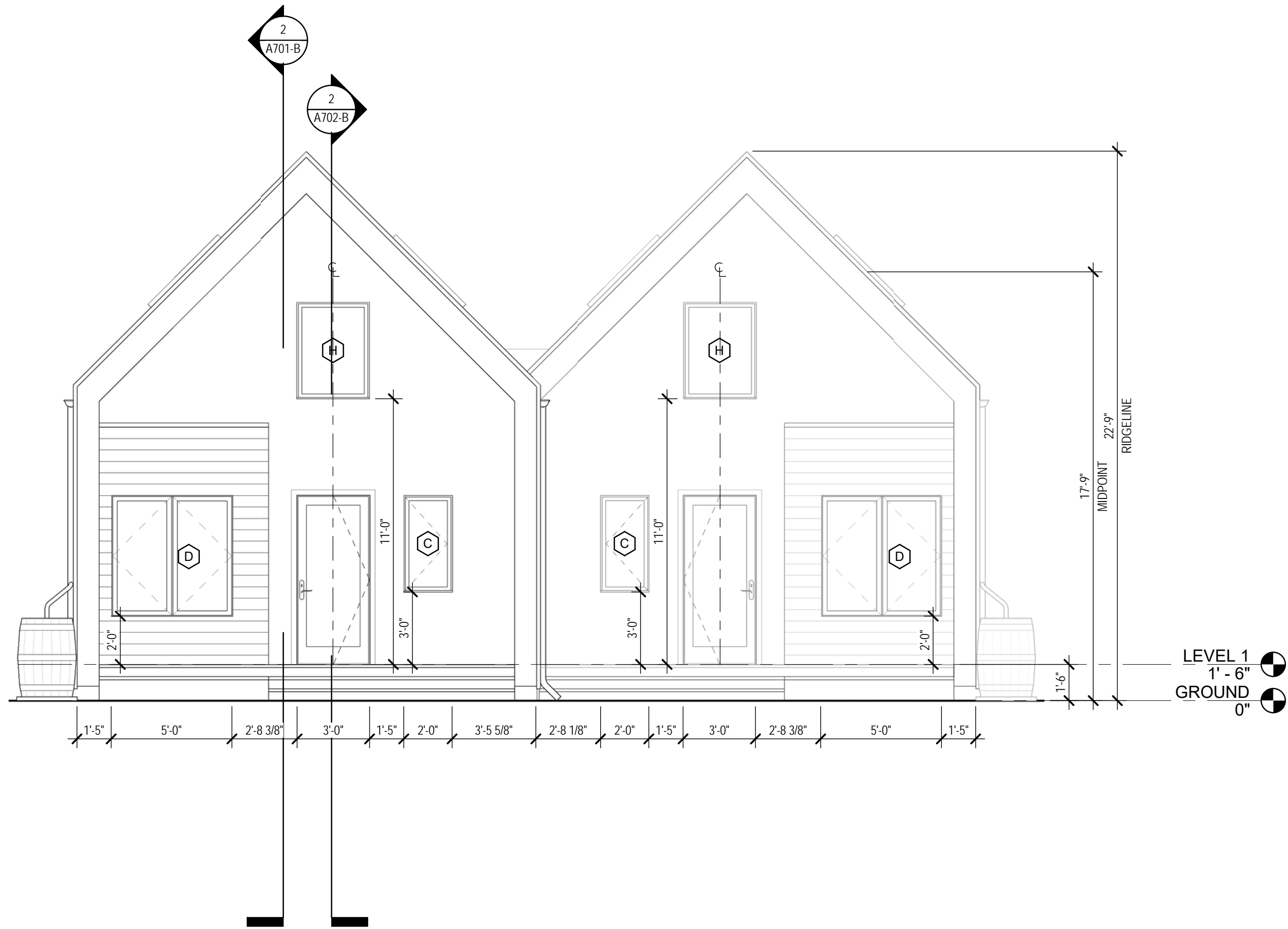
Original drawing is Arch D. Do not scale contents of this drawing.

Sheet Number:

A201-B



2 ELEVATION - REAR UNIT - HOUSE B
1/4" = 1'-0"



1 ELEVATION - FRONT - HOUSE B
1/4" = 1'-0"

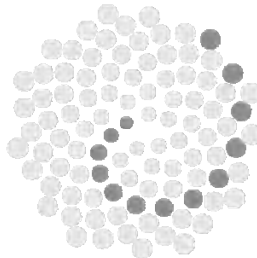
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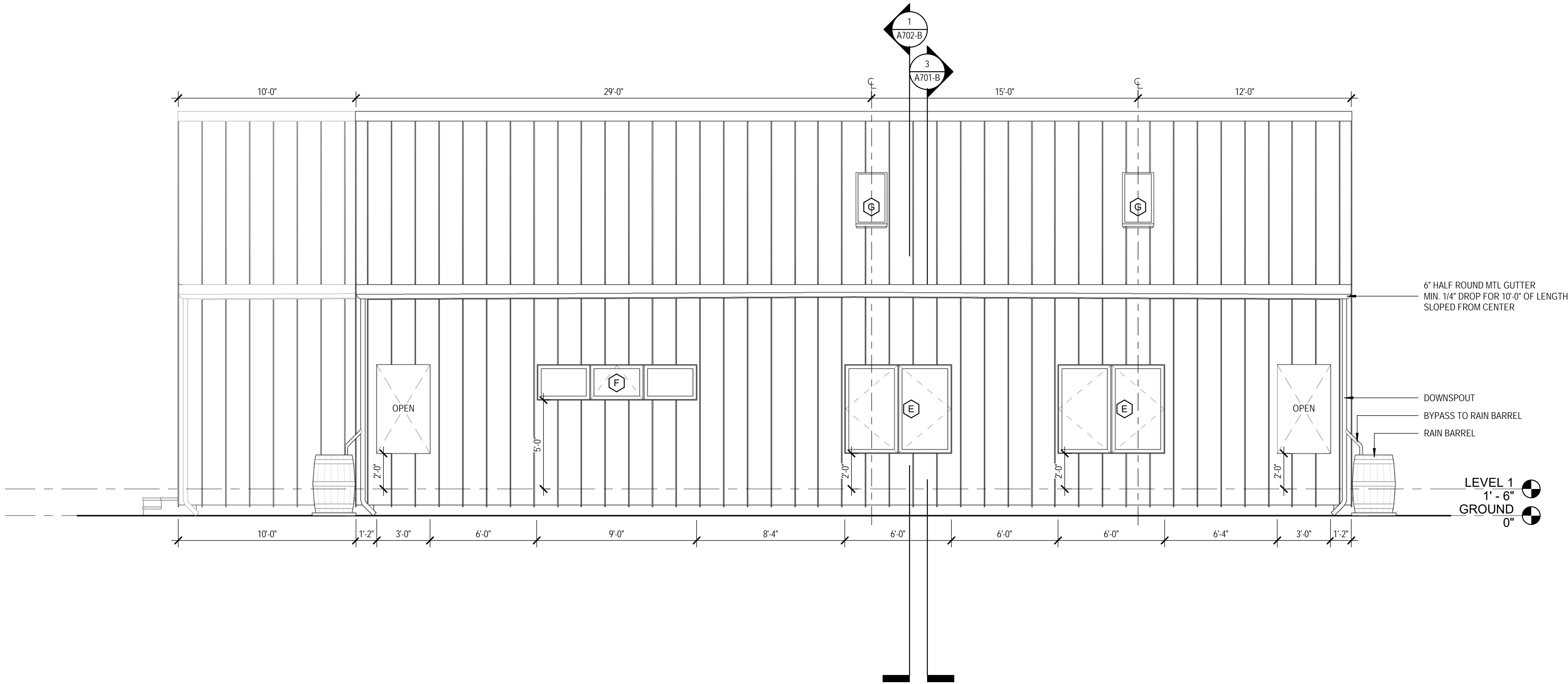
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ELEVATIONS

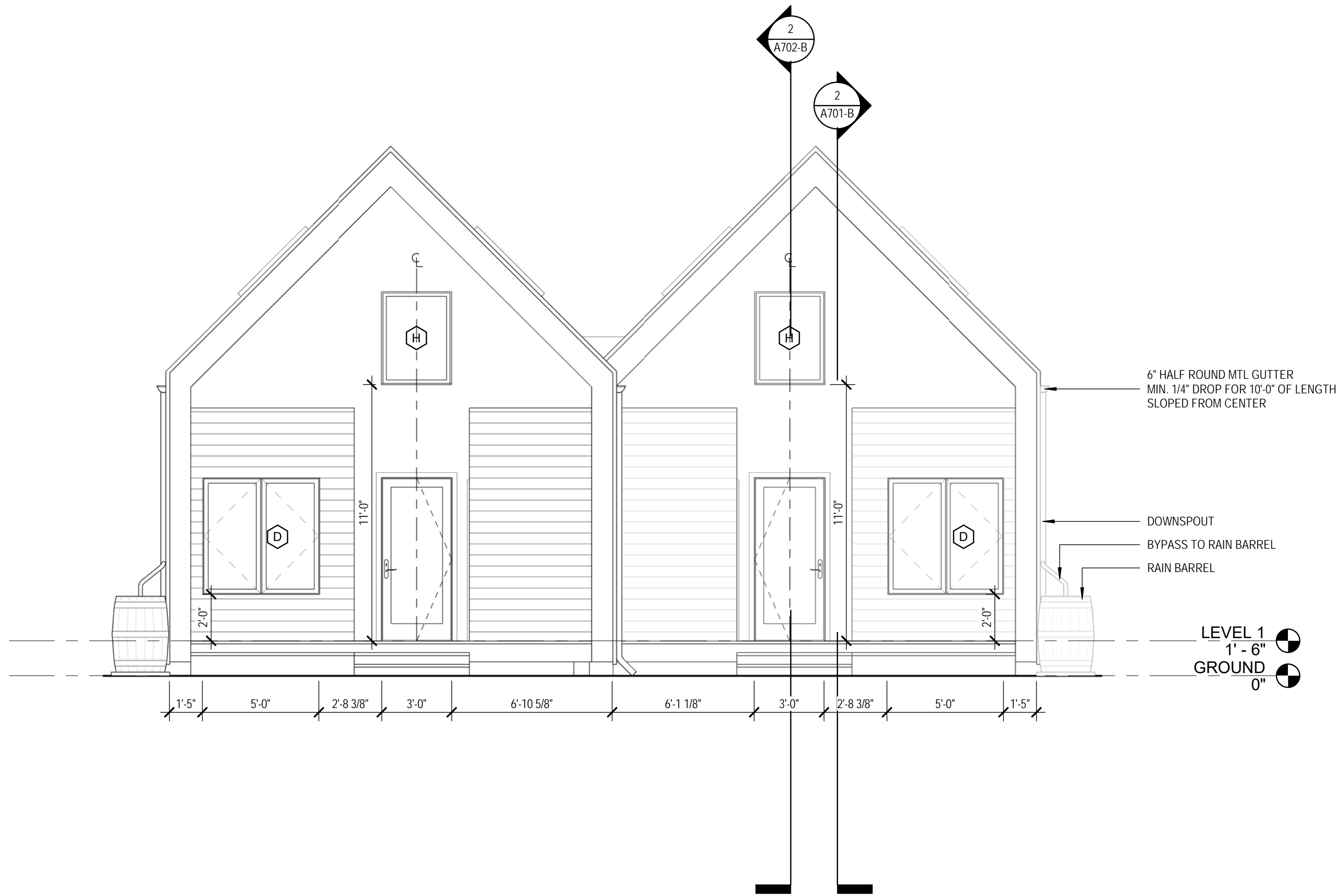
Original drawing is Arch D. Do not scale contents of this drawing.

Sheet Number:

A501-B



2 ELEVATION - FRONT UNIT -
HOUSE B
1/4" = 1'-0"



1 ELEVATION - REAR - HOUSE B
1/4" = 1'-0"

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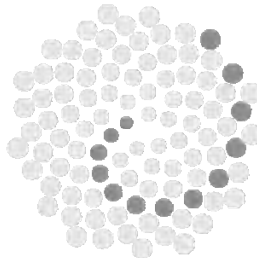
Project



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Sheet Title:

ELEVATIONS

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Sheet Number:

A502-B

DRAFT

DECLARATION OF CONDOMINIUM OWNERSHIP
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ANTIOCH COLLEGE VILLAGE

The undersigned hereby certifies that copies of the Declaration of Condominium Ownership for Antioch College Village, together with drawings and legal description of the property described therein, have been filed in the office of the Auditor of Greene County, Ohio.

Dated: _____, 2018.

Greene County, Ohio, Auditor

By_____

Name:_____

Title:_____

This Declaration of Condominium Ownership (the "Declaration") is made as the ___ day of October, 2018, by ACV SMALL PILOT DEVELOPMENT, LLC, an Ohio limited liability company ("Declarant").

The Declarant is the owner in fee simple of certain real property located in the Village of Yellow Springs, Greene County, Ohio, known by official plat description as Antioch College Village, pursuant to a record plan filed for record on _____, 2018 in Plat Cabinet 38, Pages 300B-301A, of the Greene County, Ohio Plat Records (the "Condominium Property"), the legal description of which real property is attached hereto as Exhibit A.

Declarant may in the future acquire ownership of approximately ___ acres the property described in Exhibit A-1 attached hereto.

Declarant desires to submit, and hereby does submit, the Condominium Property to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code and to establish certain, covenants, conditions, and restrictions, which are for the purpose of protection the value, desirability of, and which shall run with, the Condominium Property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

Initially, Declarant intends all of the Condominium Property described in Exhibit A and depicted on the Drawings to this Declaration. Declarant reserves the right either to expand the Condominium to include all or any part of the property described in Exhibit A-1 and to make this Declaration binding property and to all improvements constructed thereon.

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating ACV Owners' Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. A true copy of the Articles are attached hereto as Exhibit B.

2. "Association" and "ACV Owners' Association" mean the

corporation not for-profit created by the filing of the Articles.

3. "Association Organizational Documents" means these Covenants, Declaration, and the Articles and Bylaws of the Association.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

5. "Bylaws" mean the by-laws of the Association, as the same may be lawfully amended.

6. "Common Elements" means any property, whether it be real or personal, owned or leased by the Association, or in which the Association and or the members have an easement to use, or which the Association has an obligation to maintain.

7. "Declarant" means ACV Small Pilot Development, LLC, an Ohio limited liability company, and its successors and assigns, provided that the rights specifically reserved to Declarant under these Covenants, or under any other Association Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

8. "Declaration" or "Covenants" means this instrument.

9. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a director or directors of the Association.

10. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

11. "Unit" or "Units" mean one or more of Units numbered 1 through and including 8 of , as such Units are numbered and delineated on the recorded plat thereof, of record in Plat Cabinet 32, Pages 300B-301A, in the Recorder's Office, Greene County, Ohio, and the portion of any later phase of Antioch College Village, which portions have been submitted by the Declarant to the jurisdiction of these restrictions.

12. "Unit owner" and "Unit owners" mean that person or those persons owning a leasehold interest in a Unit or Units, each of

whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

13. "Occupant" means a person or entity lawfully residing in a dwelling on a Unit, regardless of whether that person is a Unit owner, and any agents, guests, invitees, customers, officers or employees of an Occupant.

14. "Person" means a natural individual, corporation, partnership, director, or other legal entity capable of holding title to real property.

15. "Condominium Property" means initially the property described on Exhibit A attached hereto.

16. "Subdivision" means the portion of Antioch College Village, as shown on the recorded plat thereof (the "Plat"), of record in Plat Book 38, Page 300B-301A, in the Recorder's Office, Greene County, Ohio, and the portion of any later phase of Antioch College Village, which portions have been submitted by the Declarant to the jurisdiction of these restrictions.

17. "Turnover Date" means the date selected by the Declarant, in its sole discretion but no later than the date required pursuant to Section 7.2©, below, for the Declarant to relinquish control over the selection and removal of the Association's Directors.

ARTICLE I. RESTRICTIONS

The Units shall be subject to the following restrictions:

1.1 Applicability of Zoning Regulations and Ordinances. Land use of all Units is governed by applicable Zoning Regulations and other ordinances for the Village of Yellow Springs, Ohio and/or Greene County, Ohio as presently enacted or hereafter amended. Such governmental regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of obligations to comply with any applicable governmental regulations and ordinances.

1.2 Residential Purposes. All Units in the Subdivision shall be used exclusively for single family residential purposes.

1.3 Unit Subdivision and Building Sites. None of the Units shall at any time be divided into more than one building site and no building site shall be less in area than the area of the smallest Unit platted in the Subdivision. A single Unit shall be one building site. No Unit may be further subdivided.

1.4 Building Setbacks. Building setbacks shall be observed as provided on the Plat that is filed of record with the Recorder of Greene County, Ohio, with respect to each individual Unit in the

Subdivision.

1.5 Unit Maintenance.

(a) All Units, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Association for itself and its agents, the right, but not the obligation, after ten (10) days notice to any Unit Owner, to enter upon any residential Unit with such equipment and devices as may be necessary for the purpose of removing or cleaning growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the Subdivision.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon the Unit enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the Unit. The provisions of this section shall not be construed as an obligation on the part of the Association to mow, clear, cut, or prune any Unit, nor to provide garbage or trash removal services.

1.6 Garbage Containers. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the Unit at any time except during refuse collection.

1.7 Fuel Containers. Exterior containers for storage of home heating oil or propane gas (except for cooking grills) for use by the individual property Owner shall not be permitted.

1.8 Signs, billboards, and advertising structures of any kind are prohibited with the following exceptions:

(a) Builder and contractor signs during construction periods.

(b) One professional sign of not more than four square feet to advertise a Unit for sale during a sales period.

(c) Declarant's sign or signs advertising the Subdivision.

1.9 Utilities. Except for above ground electric lines around the perimeter of the Subdivision, all utilities shall be installed underground.

1.10 Landscaping. Plans for initial landscaping must be submitted to the Association for approval within ninety (90) days after completion of construction. Landscape work must be completed within six (6) months of occupancy. The Association may require sod or other erosion protection as a condition of approval.

1.11 Completion of Construction.

(a) Construction of any residential Unit is to be completed within one (1) year from the date of the original purchase from Declarant. Declarant reserves the right to repurchase any Unit in the Subdivision which construction of the residence has not been completed within one (1) years from the date of the original sale from Declarant.

(b) In the event the Declarant exercises the repurchase right set forth in section 1.11(a), Declarant shall give written notice to the then Owner of record of the Unit or Units, the notice to be by certified mail addressed to the mailing address for tax purposes. The repurchase price which the Declarant shall pay for such Unit, in the event of such repurchase, shall be the sales price of such Unit upon its original sale, without interest or allowance for appreciation in value. Declarant, at its sole discretion, may waive its right to repurchase any Unit or Units in the Subdivision. In no event shall the Declarant be entitled to exercise the repurchase right after two (2) years from the original sale. The Owner shall transfer the Unit or Units to Declarant by limited warranty deed free and clear of any liens and encumbrances arising subsequent to the date of the closing of the purchase of Unit or Units from Declarant.

1.12 Fences. All fence designs and location shall be in keeping with the architectural character of the structure and shall be approved by the Association. No chain link fencing, barbed wire, wire field fencing, metal fencing, or similar fencing shall be permitted. No fence or hedge greater than four feet in height shall be placed or allowed to remain nearer to the street than the minimum setback line.

1.13 Drainage. Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

1.14 Animals. No animals, livestock or poultry of any kind or description shall be raised, kept, or bred in any Unit in the Subdivision. Notwithstanding the foregoing, dogs (up to but not exceeding two (2) per Unit), cats (up to but not exceeding three (3) per Unit), or other usual household pets may be kept in any, provided that no such household pet may be kept on any Unit for commercial purposes and provided further that no dog which constitutes a threat, danger or nuisance to any Owner or other

individual may be kept in any Unit at any time. The determination as to whether any dog constitutes a threat, danger or nuisance shall be made within the sole discretion of the Declarant or the Association. The permitting of animals in the Subdivision shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation the right to levy fines and enforcement charges against persons who do not clean up after their pet. The right of an occupant to maintain an animal shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or other Unit owners or occupants.

1.15 Outbuildings and Structures. The installation of outbuildings and detached structures are not permitted.

1.16 Sidewalks. Sidewalks required to be installed by any governmental entity shall be installed by the Association pursuant to the architect's plans and pursuant to Village zoning regulations. Declarant reserves the right to establish plans and specifications for any such sidewalks, and the Association shall comply with any such plans and specifications. If the Association refuses or fails to install the sidewalks promptly upon demand by the Declarant or by any governmental entity, the Declarant shall have the right to install the sidewalks, and the Association shall promptly reimburse Declarant for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the Unit enforceable by appropriate proceedings at law or equity.

1.17 Vehicles. No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard in the Subdivision for any period of time. No truck of any size greater than a pickup truck shall be parked on any part of the Subdivision at any time except such limited period as may be necessary to service any part of the Subdivision. No inoperable motor vehicle shall be parked on any part of the Subdivision at any time. No Owner shall repair any motor vehicle, boat, trailer, or other vehicle in the Subdivision, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

1.18 Parking. Designated parking spaces in the Subdivision are for the use of Unit owners only, with one space for each Unit. Parking areas and spaces shall be part of the Subdivision's common area and shall maintained by the Association.

1.19 Association Responsibility. Neither the Association nor Declarant nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

1.20 Size of Residence. Each one-story single family residential structure erected on any building site shall have not more than less than ____ gross (exterior) square feet and not more than ____ gross (exterior) square feet of finished area. The square footage shall exclude basement space, decking, patios and porches.

1.21 Solar Panels. The use of solar panels is permitted provided that Association approval is obtained in writing with respect to the placement and type of solar panels to be installed prior to installation. A Village interconnect agreement and zoning permit shall be required for the installation.

1.22 Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part of the Subdivision.

1.23 Vents. Vents protruding through the roof should be placed on rear roof surfaces when possible and must be painted a color to blend with roof coloring.

1.24 Swimming Pools. No swimming pools shall be permitted in the Subdivision.

1.25 Mailboxes. The Association may designate a mailbox design which must be used by each Unit Owner. The mailbox erected by the Unit Owner shall meet U.S. Postal Service specifications and applicable Greene County ordinances.

1.26 Driveways. All driveways shall be concrete, asphalt, or non-asphalt hard surface pavement and shall be approved by the Association. The driveway approach shall be concrete pavement from the curb to the sidewalk and shall be constructed in accordance with applicable Village of Yellow Springs or Greene County specifications.

1.27 Clothes Lines. The use of exterior clothes lines shall not be permitted, except with approval of the Association.

1.28 Basketball Goals. No basketball goals shall be permitted to be attached to any residential structure; however, freestanding basketball goals may be permitted provided that Association approval is obtained with respect to the placement and type of

basketball goal and supporting structures.

1.29 Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on in any Unit.

1.30 Repairs. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, normal wear and tear excepted. The Association may agree to be responsible for any repairs required under this paragraph, with the cost of such repair work being included in homeowner's Association fees.

1.31 Trees Prohibited. No trees shall be planted between the curb and sidewalks required to be installed by any governmental entity, and no trees shall be planted within a public right of way or within a public easement.

1.32 Common Elements Uses. Common Elements owned by the Association or over which the Association has an easement, shall be held and operated for the benefit of the Declarant and the Unit owners and occupants and their agents, servants, customers, invitees and licensees, subject to such rules and regulations as may from time to time be promulgated by the Board.

1.33 Sex Offenders. No person who:

(a) is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency, and

(b) is required to register with a designated registering agency under the laws of the State of Ohio pursuant to the Ohio Sex Offenders Act, or any similar laws or ordinances of the State of Ohio, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be, from time to time amended may reside in or occupy a Unit for any length of time, nor enter upon a Unit as a guest, visitor, employee or contractor of a Unit Owner or Occupant. The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Unit and/or from coming in a Unit; or to evict such person (in an action commenced in the name of the Unit owner); or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys and paralegal fees, shall be charged to the Unit, and the Owner of the Unit, in which such person resides or of which such person is a guest, visitor, employee or contractor, as an Special Individual Unit Assessment, enforceable in accordance with the provisions of this

Declaration.

1.34 Conveyances. Each Unit shall be conveyed subject to the terms, conditions and provisions of this Declaration. Conveyance includes any assignment of an Owner's lease rights. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person, identifying the name and address of each new Owner. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Association Organizational Documents and all effective rules and regulations.

1.35 Architectural Control. No building, fence, wall, sign, structure, driveway, drainage improvement, grade of the property or other improvements shall be commenced, erected or maintained upon a Unit, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Declarant until the Turnover Date, and thereafter, by the Board or its designated representative, as to appropriateness and as to harmony of external design, color and location in relation to surrounding structures and topography. Notwithstanding any other provision of this Declaration to the contrary, the Declarant or Board shall have the authority, exercisable in its sole discretion, to approve any structure, improvement or feature, even though the same is not similar to those constructed or approved for other Units, and such approval shall not be considered as a waiver of the requirements of this paragraph, nor shall it be considered as a precedent binding the Declarant or the Board to approve similar structures, improvements or features for any other Unit. In the event the Declarant or the Board fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to them, approval will not be required and these provisions will be deemed to have been fully complied with. Subject to the Declarant's discretion set forth above, all buildings shall be of similar or compatible style, construction and materials. The Board may, in addition to all other costs, charges and Special Individual Unit Assessments levied against a Unit for failure to comply and for the cost of causing compliance with the restrictions contained in this paragraph, levy an additional Special Individual Unit Assessment against any Unit, for up to \$100, for each day that such violations continue until corrected. The Board may establish rules consistent with the standards set forth on this Declaration to govern the construction of any improvements, landscaping, additions, or changes on Units in the Subdivision.

1.36 Arbitration. The interpretation of the Declarant as to the application of these restrictions or any rule or regulation promulgated by the Board, shall be binding upon all Unit owners until the Declarant has sold and conveyed all Units. Thereafter, in the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing within sixty (60) days thereafter, and give written notice to each party no less than three days in advance of the hearing. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter within thirty (30) days of the hearing. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

1.37 Accessory Structures. Any future accessory structures shall be part of the Common Elements and shall not be individually owned, including any carports constructed in the future.

ARTICLE II. OWNERS' ASSOCIATION

2.1 Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association for the Subdivision. The Declarant is presently the sole member of the Association.

2.2 Membership. Membership in the Association shall be limited to the Declarant and the Unit owners. Every person or entity who is or becomes a record owner of a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

2.3 Voting Rights. Prior to the Turnover Date, all voting power in the Association shall be vested in the Declarant. From and after the Turnover Date, each Unit owner, including the Declarant, shall be entitled to one vote for each Unit owned.

2.4 Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. The Declarant shall continue to control the makeup of the Board until the Turnover Date selected by the Declarant. From and after the Turnover Date, there shall be ___ Directors elected by the Unit owners, which

Unit owners shall include the Declarant as the owner of any unsold Units. Such Directors must be owners, the spouses of owners, or the principal, member, partner, director, officer, trustee or employee of an owner which is not an individual, or any other party which Ohio law permits to be a member of the Board. The terms of the directors shall be staggered so that the terms of one-third of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two directors whose terms then expire shall be elected to serve three-year terms.

2.5 Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve, and, with the approval of Owners of Units holding a majority of the voting power of the Association, convey, any Common Elements and do all things, and exercise all rights provided by the Association Organizational Documents and permitted by Ohio Law that are not specifically reserved to Unit owners, and to assess and collect funds for the payment of all costs and expenses incurred in connection therewith. The Board shall have the authority to borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the conveyance of a security interest in the Common Elements and the assignment of the right of the Association to levy assessments upon Units in the Subdivision, without requirement for approval by the members. Prior to the Turnover Date, the Board shall not enter into any contract affecting the Association after the Turnover Date, unless terminable without penalty on thirty-day notice.

2.6 Indemnification. The association shall indemnify every person who is or has been a Director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in

the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful and wanton misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made: (a) by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding; or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years; or (c) by the Unit owners; or (d) by the court in which such action, suit or proceeding was brought. Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Unit owners, or otherwise.

ARTICLE III. MAINTENANCE AND REPAIR

3.1 Common Elements. The Common Elements include (but are not necessarily limited to) storm water retention ponds, lakes and/or basins, any dry basin detention, parking lot, driveway, any area containing entry signs for the Subdivision or other decorative signs, the meadows, the gardens, the rain garden and bioswale areas, pedestrian pathways and green space and other landscaping and improvements within any portion of the Common Elements.

3.2 Maintenance of Common Elements by the Association. Except as provided herein, the Association shall have the right to maintain, repair and replace all Common Elements to the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and affairs of the Association, allocates funds therefore, including, without limitation, the maintenance of Common Elements owned by the Association, and the maintenance and landscaping of any entrance features constructed by the Declarant or the Association. The Association shall maintain the Common Elements in such manner to

allow storm water to accumulate in and/or discharge regularly from the storm water retention and detention facilities. The maintenance responsibilities of the Association shall include, but are not limited to, the following:

(a) The Association shall be responsible for the removal of any debris and sediment in the storm water retention facility.

(b) The Association shall be responsible for keeping any inflow and discharge pipes associated with any such facility free from obstruction.

(c) The Association shall be responsible for routine mowing and maintenance of the grounds within the Common Elements not covered with water.

(d) The Association shall have the power and duty to keep the Common Elements free from debris and obstructions, to remove any obstruction which may be placed in the Common Elements and to take such other corrective action as may be necessary to permit proper drainage, retention and detention of storm water through the Subdivision.

(e) The Association shall be responsible for the maintenance of all improvements within the Common Elements, including, but not limited to, fountain equipment, playground equipment, picnic shelter, basketball court, trees, and landscaping, walking paths and signs identifying the subdivision.

(f) The Association shall have the power and duty to keep the Common Elements (including the pathways, driveways, and parking spaces located within the Subdivision) free from debris and obstructions, to remove any obstruction which may be placed in the Common Elements and to take such other corrective action as may be necessary.

3.3 Governmental Maintenance. Authorized representatives of the Village of Yellow Springs shall have the right, but not the responsibility, to enter upon any Unit in the Subdivision to inspect and monitor any storm water detention basin areas or drainage facilities constructed in the Subdivision. In the event that the facilities are not properly constructed or maintained, upon the failure of the Declarant or the Association to take corrective action after being duly notified in writing by the City, the City shall have the right, but not the obligation to take whatever action is necessary to correct any improper construction or to maintain storm water detention basin areas and drainage facilities; provided, however, that the Declarant and/or the Association shall first have a reasonable period of time,

taking into account the urgency of the matter, to take corrective action. Any cost incurred by the applicable governmental entity for such maintenance may be assessed to the Association or, if the Association has ceased to exist, against individual Units in accordance with the Declaration. Storm water drainage restrictions shall run with the land, and shall bind the Owners, successors, and assigns unless and until a modification is agreed to and approved by the applicable governmental entity.

3.4 Regulations of Common Elements. The Association shall have the right to establish rules regarding the use of any portion of the Common Elements, provided such rules are not in conflict with any provision contained in this Declaration, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the Common Elements for the purpose for which they were designed.

3.5 Unit Owners' Responsibility. The owners of Units shall be responsible for the maintenance of their respective Units and all improvements thereon which are not designated as Common Elements.

ARTICLE IV. UTILITY SERVICES

4.1 The Association shall arrange for the provision of utility services to the Common Elements under its control, and shall pay the costs of such services separately metered to the Association by the utility company.

ARTICLE V. INSURANCE

5.1 Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain appropriate property insurance for Common Elements which are owned by the Association, and any entrance features constructed by the Declarant or the Association, against loss as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, in amounts as determined appropriate by the Board. This insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners and occupants, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association.

5.2 Liability Insurance. The Board shall have the authority to and shall obtain appropriate general liability insurance

regarding occurrences on property in the control of the Association with such limits as the Board may determine. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners and shall include, without limitation, coverage for legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association.

5.3 Other Association Insurance. In addition, the Board shall purchase Directors and Officers liability insurance, provided the same is available at reasonable cost, and may purchase and such other insurance as the Board may determine.

5.4 Cost of insurance a Common Expense. The cost of insurance obtained by the Association shall be a common expense, payable by the Association. Certificates evidencing such insurance shall be issued to each Unit Owner and mortgagee upon request.

ARTICLE VI. GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

6.1 Right of Entry for Repair, Maintenance and Restoration. The Association shall have an easement and right of entry and access to, over, upon and through all of the Units to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, and replacement of any property owned by the Association or which the Association is obligated to maintain.

6.2 Easements for Utilities and Landscaping. There is hereby created upon, over and under all of the Units, easements to the Association for ingress and egress to the Units, and for the installation, replacing, repairing and maintaining of all utility lines and equipment thereon. It shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Units so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Units. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Easements for the installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the plat of the Subdivision. No

structure or other materials or improvements, including fencing, that may damage or interfere with the installation and maintenance of utilities or landscaping shall be placed or permitted to remain within these easements. The easement area of each Unit shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or utility are responsible.

6.3 Easement for Maintenance. The Association shall have an easement over, under, and through all Units and Common Elements, for ingress and egress and to allow the Association to perform its maintenance duties and other obligations and exercise its rights as set forth in this Declaration.

6.4 Signage Area Easement. Every Owner or Unit on which signage is located hereby grants, conveys, and assigns to the Association an easement and right-of-way over the Unit for purposes of access to signage and for performing any landscaping, maintenance, and/or repair to such signage and signage area.

6.5 Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

6.6 General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE VII. ASSESSMENTS AND ASSESSMENT LIENS

7.1 Types of Assessments. The Declarant, for each Unit, hereby covenants, and each Unit owner, by acceptance of a deed to a Unit, (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

- (a) annual operating assessments,
- (b) special assessments for capital improvements, and
- (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

7.2 Annual Operating Assessments Prior to Turnover Date.

(a) Following the filing of this Declaration in the Recorder's Office, Greene County, Ohio, through the Turnover Date, the owners of all Units which have been conveyed by the Declarant shall pay annual installments of operating assessments in such amounts as are determined by the Board from time to time, in advance, on or before the first day of each year. The amount of the initial annual operating assessments shall be \$_____ but such assessment amount shall be subject to change in the sole discretion of the Board.

(b) Until such Turnover Date, the Declarant shall not pay any assessments with respect to such Units owned by it or conveyed by it to persons or entities affiliated with the Declarant or one of Declarant's members or to entities in which a member of the Declarant owns an equity interest.

(c) The Turnover Date shall be that date on or prior to the conveyance to purchasers of 100% of all Units submitted to the jurisdiction of this Declaration, selected by the Declarant. The Turnover Date shall be communicated to the Association in writing by the Declarant, as the date after which control of the Association, and the right to select, remove and replace Directors, will be turned over to the owners of Units.

7.3 Annual Operating Assessments After the Turnover Date.

(a) Promptly after the Turnover Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate the expenses of the Association consisting of the following:

(i) the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;

(ii) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(iii) the estimated next fiscal year's costs for utility services charged to or otherwise properly payable by the Association;

(iv) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, 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

constituting common expenses not otherwise herein specifically excluded;

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

(vi) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of major capital items in the normal course of operations without the necessity of a special assessment, unless owners exercising a majority of the voting power of the Association waive the reserve requirement for the year in question.

(vii) the estimated next fiscal year's cost of any taxes or other fees to be paid by the Association

(b) The Board shall thereupon allocate the remaining expenses among all Units which have been conveyed by the Declarant or, if not yet conveyed, are occupied by residents. As a Unit is conveyed such purchaser shall, on the first day of the first month following such conveyance, commence paying assessments equal to those being charged to the owners of other Units conveyed pro rated for the remainder of the year.

(c) The annual operating assessment appurtenant to a Unit shall be payable in advance, in such installments as determined by the Board. The due dates of any such installments shall be established by the Board.

(d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units in proportion to the regular assessments.

(e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

7.4 Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct,

reconstruct or replace capital improvements on or constituting a part of the Common Elements required to be replaced by the Association, to the extent that reserves therefore are insufficient.

(b) Any such assessment shall be divided equally among all Units and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

7.5 Special Individual Unit Assessments.

(a) In addition to Annual Operating Assessments and Special Assessments for Capital Improvements, the Board may levy an assessment against an individual Unit, or Units for any of the following:

(i) Enforcement assessments and individual assessments for utility service that are imposed or levied in accordance with this Declaration, as well as expenses the board incurs in collecting those assessments;

(ii) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an Owner or occupant of a Unit or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(iii) Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(iv) Costs or charges the Declaration or Bylaws permit.

7.6 Procedures for Levying Charge for Damages or Enforcement Assessment.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Board shall give the Owner of the Unit written notice containing all of the following:

(i) A description of the property damaged or the violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing; and

(v) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

(b) Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 7.6(a) of this Section. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose a charge for damages or an enforcement assessment referenced in the notice provided in Subsection 7.6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.

(c) Manner of Notice. Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Unit Owner or any Occupant of the dwelling unit on the Unit, or mailed by certified mail, return receipt requested, or by regular mail, to the Owner at the address of the Unit, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed by certified mail, return receipt requested, or ordinary mail to the Owner at such alternative address.

(ii) upon the Association shall be delivered personally to the President or Secretary of the Association; or mailed by certified mail, return receipt requested, to the President or Secretary of the Association.

7.7 Effective Date of Assessments. Any assessment created pursuant to this Declaration shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be sent by the Board to the Unit owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice shall be mailed or delivered to a Unit owner's Unit unless the Unit owner has delivered written

notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure of the Association to provide such notice within the above-described time periods, or failure of the Unit Owner to receive such notice, for whatever reason, shall not be a defense to the Unit owner's obligation to pay such assessment.

7.8 Effect of Nonpayment of Assessment: Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance,

(or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine: (iii) charge reasonable return check charges and late fees, as determined from time to time by the Board: and (iv) restrict voting privileges and the use of any recreational facilities by the Owners and Occupants of the Unit. Such privileges and use may be restricted until the assessments with respect to the Unit have been paid.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing, perfected lien in favor of the Association upon the Unit against which each such assessment is made. (Whenever the term "costs" is used herein, it shall include, without limitation, reasonable attorneys' fees incurred by the Association, to the extent that the recovery of such fees is not prohibited by Ohio law.) Such lien shall be considered to be perfected upon the date levied by the Board, and shall run with the land until paid.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien may be filed with the Recorder of Greene County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit for which Assessments are unpaid, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, interest, late

charges and costs, and shall be signed by the president or other officer of the Association.

(d) Each such assessment together with interest, late charges and costs, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Unit for non-payment of Assessments, and the right of the Association to suspend the voting privileges and restrict the use of Common Elements by the Owners and Occupants of such Unit shall not be impaired or abridged by reason of the transfer.

(e) The Association, as authorized by the Board, may pursue any other remedy available to the Association pursuant to Ohio law, and without limiting the generality of the foregoing, may bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these or other remedies. In any foreclosure action, the owners and Occupants shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association, in any such action, shall be entitled to become a purchaser at the foreclosure sale.

(f) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of any facilities of the Association, or by abandonment of his, her or its Unit.

7.9 Priority of Lien. The lien of the assessments and charges provided for herein is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

7.10 Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.11 Advancements By Declarant. Declarant recognizes that until a sufficient number of Units are conveyed to Owners, the expenses of the Association to maintain the Common Elements may be greater than the amount assessed. Declarant, at its option, may advance funds to the Association in such amounts as are appropriate to pay the maintenance expenses of the Association. Such advances shall be recognized by the Board of Trustees of the Association as a loan repayable at such time and in such installment amounts, together with reasonable interest, as Declarant shall determine; it being Declarant's intention to permit the Association to operate and maintain the Common Elements for the benefit of all Members in the early phases of the Subdivision.

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

8.1 Future Annexation by Declarant. Declarant reserves the right at any time, and from time to time, to add real property which may hereafter be acquired by Declarant to this Declaration so that such additional property will become in all respects part of the Subdivision.

8.2 Reservation of Right to Amend Declaration. Declarant hereby reserves the right at any time, and from time to time, to amend this Declaration in such respects as Declarant may deem advisable so as to include any real property hereafter acquired by the Declarant and the improvements constructed thereon as part

of the Subdivision. Declarant further reserves the right from time to time to amend this Declaration in such respects as Declarant may deem advisable so as to add additional property to the definition of "Common Elements," so that such additional Common Elements will become subject to all of the terms and conditions of this Declaration, including those terms governing the maintenance and control of Common Elements by the Association.

8.3 Consent and Approval for Annexation Amendments. Declarant on its own behalf as the Owner of all Units in the Subdivision and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such Ownership, or a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article and each Owner and the respective Mortgagees by the acceptance of a deed conveying such Ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that

the Declarant exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

ARTICLE IX ENFORCEMENT

9.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Unit Owner or by any person or entity using or occupying any Unit, then Declarant, the Association, or any Unit Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Declarant, the Association, or any Unit Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

9.2 All costs, expenses, and attorney fees incurred by the Declarant or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Unit which lien shall be enforceable by appropriate proceedings at law or equity.

9.3 The Owner or grantee of any Unit which is subject to these restrictions, by acceptance of a deed or other instrument conveying title to the Unit, shall agree, and shall be deemed to have agreed to the filing of a certificate or affidavit of lien in the Office of the Recorder of Greene County, Ohio which shall constitute a lien upon the Owner's Unit for any and all unpaid assessments and any and all costs incurred by the Declarant or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration, together with interest, costs and attorney fees incurred by the Declarant or the Association to collect such assessments or in connection with the enforcement of this Declaration. The Owner or grantee of any Unit shall agree, and shall be deemed to have agreed that the filing of the affidavit or certificate of lien shall constitute a lien upon the Unit for a period of five (5)

years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property. The Owner or grantee of any Unit shall agree, and shall be deemed to have agreed, that such lien shall be prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Declarant or on behalf of the Association.

ARTICLE X AMENDMENTS

10.1 Power to Amend. This Declaration may be amended only by the sole act of Declarant up to the time Declarant relinquishes control of the Association. Thereafter, amendment of this Declaration (or the Articles of the Association or Bylaws) shall require the consent of Unit owners exercising not less than seventy five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing the consent of all Unit owners shall be required for any amendment effecting a change in:

- (a) the method of allocating liability for common expenses; or
- (b) the number of votes in the Association appertaining to any Unit; and
- (c) with the approval of the Village of Yellow Springs, to terminate the applicability of the Declaration and dissolve the Association;

10.2 Method to Amend. An amendment to this Declaration, adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to this Declaration shall be duly executed by them with the same formalities as the execution of this Declaration and shall contain the certification of such signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Greene County, Ohio.

ARTICLE XI. UNIT OWNER ACCEPTANCE

11.1 The Owner or grantee of any Unit which is subject to this Declaration, by acceptance of the deed or other instrument

conveying title to the Unit, or by the execution of a contract of the purchase of the Unit, whether from Declarant or from a subsequent Owner of the Unit, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

ARTICLE XII. SEVERABILITY

12.1 Each restriction is hereby declared to be independent from the remainder of the restrictions.

ARTICLE XII. MISCELLANEOUS PROVISIONS

13.1 Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Subdivision, and the Association and the Declarant and their respective heirs, executors, administrators, successors and assigns.

13.2 Enforcement. In addition to any other remedies provided in this Declaration, the Declarant, the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Articles or Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other, and the Declarant shall have a right of action against each Unit owner, for failure to comply with the provisions of the Association Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association and the Declarant shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration (including, without limitation, attorneys' fees not prohibited by law).

13.3 Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

13.4 Finality of Association and Declarant Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Association and/or the Declarant shall be final and in no event be deemed arbitrary or capricious.

13.5 Non-Liability. Neither the Declarant nor the Association, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Association or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

13.6 Rights of Declarant. Nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors, or subcontractors of Declarant from:

(a) Doing on any part or parts of the Subdivision property owned or controlled by Declarant, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing "the Units within the Subdivision, of establishing the Subdivision as a residential community, or of disposing of the Units;

(b) Constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Units by sale, lease, or otherwise;

(c) Maintaining such sign or signs on any of the Units owned or controlled by any of them as may be necessary in connection with the sale of Subdivision Units.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed on its behalf on this ____ day of October, 2018.

STATE OF OHIO

COUNTY OF GREENE, SS:

Before me, a notary public, personally appeared_____,
the Manager of ACV Small Pilot Development, LLC, an Ohio Limited
Liability Company, the Declarant, who acknowledged the execution
of this instrument to be his free act and deed, on behalf of the
Declarant, for the uses and purposes set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal on this ____ day of October, 2018.

Notary Public

This instrument prepared by:

Barry P. Reich, Esq.

COLE ACTON HARMON DUNN

333 North Limestone Street

Springfield, OH 45503

937-322-0891

EXHIBIT_A
DESCRIPTION

EXHIBIT B

HOA ARTICLES OF INCORPORATION ADDENDUM

ARTICLE III. (Continued)

Purpose and Powers

In connection with the creation of the Association, the undersigned is filing a Declaration of Covenants, Easements Restrictions and Assessment Lien (the "Declaration") and Bylaws of the Association ("Bylaws") under the provisions of Chapter 5312 of the Revised Code of Ohio, for "Antioch College Village" (the "Subdivision"). The purposes for which the Association is formed are to be and act as the homeowners' association for the Subdivision as a Planned Community, to provide for the maintenance of Common Elements, and the preservation and architectural control of the Subdivision, and to promote the health, safety and welfare of the owners, residents and occupants of the Subdivision, and for purposes to:

- a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, ("the Articles"); and the Declaration and Bylaws;
- b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- d) borrow money to fulfill its purposes and to pledge assets of the Association (including, without limitation, the right of the Association to levy assessments) as security for such borrowing;
- e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Subdivision or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter,

amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;

f) provide the residents, occupants and Unit Owners of the Subdivision with Common Element maintenance service;

g) be, function and act as the homeowners' association of the Subdivision as a Planned Community, under the provisions of Chapter 5312 of the Revised Code of Ohio, and delegate such authority as it desires to a managing agent;

h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by Law; and

i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 1702 or Chapter 5312 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the By-Laws.

ARTICLE IV.

Initial Directors

The following are the names and addresses of the individuals who are to serve as initial Directors:

INSERT NAMES AND ADDRESSES OF THREE INDIVIDUALS

ARTICLE V.

Board of Directors

The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the Declaration and By-Laws. The Board of Directors shall be and act as the board of Directors of the Homeowners' Association and shall have all of the powers and all of the duties of the Board of Directors as defined in Chapter 5312 of the Revised Code of Ohio and of the Board of Directors as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

ARTICLE VI.

Membership

Every person or entity who is a record owner of a Unit shall be a member of the Association, and is herein called "a Unit Owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and transfer of a Unit shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and By-Laws. (The latter of which shall also be and serve as the Association's Code of Regulations).

ARTICLE VII

Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

ARTICLE VIII.

Indemnification

(a) The Association shall indemnify every person who is or has been a Director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (i) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interests of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross

negligence or willful and wanton misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(b) Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made: (I) by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding; or (ii) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years; or (iii) by the Unit Owners; or (iv) by the court in which such action, suit or proceeding was brought.

(c) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Unit Owners, or otherwise.

ARTICLE IX.

Duration

The Association shall exist in perpetuity unless terminated in the manner provided in the Declaration.

ARTICLE X.

Dissolution

The Association may be dissolved only as provided in the Declaration.

ARTICLE XI.

Definitions

All terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE XII.

Amendments

The Articles may be amended only under the same terms and conditions, and with the same approvals; as are provided in the Declaration for its amendment.

EXHIBIT C

BYLAWS

ACV SMALL PILOT HOME OWNERS'S ASSOCIATION

ARTICLE I.

NAME AND LOCATION

The name of the Association is Antioch College Village Owners' Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of members and of the Directors of the Association shall be at Yellow Springs, Ohio, or at such place in Greene County, Ohio, as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II.

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Articles of the Association and in the Declaration of Covenants, Easements, Restrictions and Assessment Lien, (the "Declaration") encumbering the Units, as that term is defined in the Declaration.

ARTICLE III.

MEMBERS

Section 1. Composition. Each owner of a Unit, as that term is defined in the Declaration, is a member of the Association.

Section 2. Voting Rights. Members shall be entitled to one vote for each Unit owned. When more than one person holds an interest in a given Unit, all such persons shall be members and the vote for such Unit shall be exercised as they may determine among themselves. However, in no event shall more than one vote be cast with respect to any Unit.

Section 3. Annual Meetings. Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 4. Special Meetings. Special meetings of the Members may be called at any time by the president, by a majority of the Board, or upon written request of Members entitled to exercise one-fourth (1/4) or more of the voting power of Members.

Section 5. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Unit.

Section 8. Voting Power. Except as otherwise provided in the Articles, the Declaration, or by law, a majority of the voting power of Members voting on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter. Roberts Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided in the Articles, Declaration, or by law.

Section 9. Action In Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than a majority of the voting power of Members, or such greater proportion of the voting power as may be required by the-Articles, Declaration, or by law.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by ACV Small Pilot Development, LLC, (the "Declarant").

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Directors named in the Articles or selected by the Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. The Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Members as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of the members of the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President or by a majority of the Board, after not less than three days notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Method of Meetings. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the board.

Section 11. Attendance by Others. No owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of directors unless the board expressly authorizes that owner to attend or participate.

Section 12. Voting Power. Except as otherwise provided in the Articles, the Declaration, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 13. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 14. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, Articles and these Bylaws, that are not specifically and exclusively reserved to the Members by other provisions thereof or by law. Without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Subdivision and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Subdivision, or that involves two or more Owners and relates to matters affecting the Subdivision;

(c) Enter into contracts and incur liabilities relating to the operation of the Subdivision;

(d) Enforce all provisions of the Declaration, Articles, and these Bylaws, governing the Units and/or Common elements;

(e) Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of Common elements, the conduct of members, occupants and their guests thereon, and any other rules as the Declaration, Articles or these Bylaws provide;

(f) Acquire, encumber, and convey or otherwise transfer real and personal property, subject only to the requirement that conveyances of Common elements be approved by the Owners of Units holding a majority of the voting power of the Association;

(g) Hold in the name of the Association, real property and personal property;

(h) Grant easements, leases, licenses, and concessions through or over the Common elements;

(i) Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners or Occupants;

(j) Levy the following charges and assessments:

(1) Interest and charges for the late payment of assessments;

(2) Returned check charges;

(3) Enforcement assessments for violations of the Declaration, Articles these Bylaws, or the rules and regulations promulgated by the Board;

(4) Charges for damage to the Common elements or other property.

(k) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(l) Impose reasonable charges for preparing, recording, or copying the Declaration, Articles, Bylaws, or rules and regulations promulgated by the Board (including amendments to any of the foregoing), resale certificates, or statements of unpaid assessments;

(m) Authorize entry to any portion of the Subdivision by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common elements, another dwelling, or to the health or safety of the Occupants of that dwelling or another dwelling;

(n) Borrow money, pledge an interest in real or personal property, and assign the right to levy common assessments or other future income to a lender as security for a loan to the Association, all without the requirement of approval by the members;

(o) Suspend the voting privileges and use of recreational facilities of an Owner and the Occupants of the dwelling located on such Owner's Unit, who is delinquent in the payment of assessments for more than thirty days;

(p) Purchase insurance and fidelity bonds (in addition to those coverages required by Chapter 5312 of the Ohio Revised Code) the directors consider appropriate and necessary;

(q) Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;

(r) Exercise powers that are any of the following:

(1) Conferred by the Declaration, Articles or Bylaws;

(2) Permitted to be exercised in this state by a nonprofit corporation;

(3) Necessary and proper for the government and operation of the owners association.

Section 15. Duties. It shall be the duty of the Board to:

(a) Cause to be kept: (I) a correct and complete books and records of account that specify the receipts and expenditures relating to the common elements and other common receipts and expenses; (ii) records showing the collection of the common expenses from the Owners; (iii) minutes of the meetings of the

Association and the Board; and (d) records of the names and addresses of the Owners.

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) Annually adopt and amend an estimated budget for revenues and expenditures as provided in the Declaration. Any budget shall include reserves in an amount adequate to repair and replace major capital items for which the Association is responsible, in the normal course of operations without the necessity of special assessments, unless the Owners, exercising not less than a majority of the voting power of the Owners, waive the reserve requirement annually.

(d) Collect assessments for common expenses from the Owners in accordance with the provisions of the Declaration and Ohio Jaw.

(e) Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(f) Procure and maintain insurance and bonds as provided in the Articles, the Declaration, and these By-Laws and as the Board deems advisable;

(g) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Articles, the Declaration, and these By-Laws;

(h) Repair, maintain and improve any property owned by the Association;

(i) Cause the restrictions created by the Declaration, Articles, Bylaws and rules and regulations promulgated by the Board to be enforced; and

(j) Take all other actions required to comply with all requirements of law, the Declaration, Articles and these By-Laws.

ARTICLE V.

OFFICERS

Section I. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. Such officers must be members of the Board.

Section 2. Selection and Term. Except as otherwise specifically provided in the Articles or by law, the officers of the

Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out~ and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VI.

COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

ARTICLE VII.

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available upon request to the Association, for inspection and copying (at reasonable charges for reimbursement of the Association's costs) by Members, the holders, insurers and guarantors of first mortgages on Units, and by prospective purchasers of Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Articles, the Declaration, and these By-Laws, and the rules and regulations promulgated by the Board.

ARTICLE VIII.

AUDITS

The Board shall cause the preparation and furnishing of an reviewed financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), to each requesting Member, at the expense of the Association, upon the affirmative vote of Members exercising a majority of the voting power of Members.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X.

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only in the same manner, and subject to the approvals, terms and conditions, as is required for an Amendment of the Declaration, and shall be effective upon the recording of such Amendment with the Recorder of Greene County, Ohio.

Exhibit I

Planning Commission's Recommendations and Conditions for the Antioch College Village Pocket Neighborhood Development – held September 10, 2018

Recommendations:

The Planning Commission allowed the deviation of the parking stall. The stall design proposed by McLennan is: *18'-0" x 10'-0" stall that has permeable paving for the first 16'-0", a 6" curb, and a remaining 18" paving free landscaped zone within the 2'-0" permissible overhang. The intent of providing an adequate footprint for a personal vehicle to be parked within is fulfilled while at the same time minimizing the negative impacts of hardscaped surfaces.*

With this deviation from the parking lot requirement in the zoning code, Antioch College will consider the following recommendation:

- 1) Reduce the size of the parking area by placing four parallel parking spots on the west side of the property next to the section of alley that runs north-south from East North College Street to East Whiteman Street.
- 2) Relocate the refuse collection area to this section of alley at the northwest end. By doing so, this would allow the waste collection service company (Rumpke) to pick up refuse as they already do for the other residential properties abutting this alley.
- 3) This reduction in the size of the parking lot area allows for an expansion of the rain garden/green space area and would remove the need for the waste disposal location at the north end of the parking lot, saving the 24 foot wide asphalt surface from waste collection service trucks entering and exiting.

Recommendation Update:

With Johnnie Burns, Public Works Director, we did a check of the two alleyways. For the alley running parallel to Xenia Avenue with an entrance/exit at East North College Street and East Whiteman Street, he determined that the Whiteman Street entrance/exit was too narrow for essential services or a Rumpke truck to pass through. There is also a utility pole with a down guy causing further obstruction and the location of a sewer manhole. Overhanging wires in the alley along the northwest corner of Antioch's property further prevents its use by tall trucks. Antioch College could provide several parallel parking spaces as Planning Commission suggested along the entrance at East North College, but without a full restoration of the alleyway, it would be difficult for a vehicle to exit via Whiteman Street in certain weather conditions (rain/snow). The second alley that runs parallel with East North College has been completely reclaimed by nature. This would be a full restoration and Public Works does not have it in their budget to restore it. Staff will have the property owners remove the cars parked in this location, as well as remove the fencing and garden area. By keeping this open, it will provide a means to reach the back portion of the lot if necessary in an emergency. If at some point, Antioch College would like to use this alleyway, staff suggests a meeting with the Public Works Director regarding its restoration.

Conditions: Below are the conditions set by the Planning Commission. The italicized sections below indicate what has been updated since their September 10th meeting.

- 1) Remove asphalt on adjacent property 6 Lot 3-A (Council to request as part of the rezoning). *Council did request this as part of the rezoning (see Exhibit I-A Ordinance 2018-30 attached to staff report).*
- 2) Consult with Fire Chief to see if the alley can be utilized for one of the fire lanes.
- 3) Construction drawings to be reviewed by the Public Works Director prior to or at the same time the plans are submitted to Greene County Building Regulations for building permits.
- 4) Final storm water calculations provided upon completion of construction plans and reviewed by the Village's engineer.
- 5) Site Plan to show elevations, identification of light fixtures, and the identification of gutters and rain barrels showing their connections to the storm water drainage areas. *In the updated site plan (Exhibit B of the staff report), Page A501-A and A502-A shows more detail regarding elevations, the gutters and downspouts, and their connection to the rain barrels.*

Page C003 shows the identification of the waste receptacle, the ADA parking sign, LED bollard lights, the 6" curb, and curb cuts for storm water.

Page C005 shows the removal of one of the rain gardens with relocation of the underdrain directly to an enlarged bioswale. In this design change, the waste receptacle was relocated and allows for future access to this alley.

- 6) Conditions/Covenants and Restrictions:
 - A) Final approval of CC&Rs to be given by the Village. *Staff did not find this in the document (Exhibit H - attached to staff report). If there are any changes made to this draft, Antioch College will need to provide this to the Village before Antioch records the CC&Rs with the Greene County Recorder.*
 - B) Add the parking lot and any other potential parking areas on site to the common areas with language on how they will be maintained. *See Exhibit H - Article III. Maintenance and Repair – 3.1 Common Elements*
 - C) Remove the language re: garages. *"Garages" was removed from the document.*
 - D) Add language for the maintenance of the common areas (including but not limited to the meadows, the gardens, the rain garden and bio swale areas, and the pedestrian pathways. *See Exhibit H - Article III. Maintenance and Repair – 3.2 Maintenance of Common Elements by the Association*
 - E) Add language that states the Home Owner's Association cannot be terminated without approval by the Village of Yellow Springs. *Exhibit H - Article X. Amendments 10.1 (c)*
 - F) Add language stating home owners must secure a zoning permit and solar interconnection agreement with the Village of Yellow Springs prior to the installation of solar panels. *See Exhibit H - Article I. Restrictions – 1.21*

G) Add language stating future accessory structures must be part of the common area and cannot be individually owned. This includes any future carport structure within the parking lot area.
See Exhibit H - Article I. Restrictions – 1.37 Accessory Structures

- 7) Future Phase: With its 75 feet of right-of-way on East North College Street, provide the Village of Yellow Springs with a streetscape design aesthetic that will blend Antioch's first phase pocket neighborhood development pilot project with their second phase of development on the opposite side of the street. This could include but not be limited to ideas such as a pedestrian pathway and tree lawn area that will narrow the street and provide a neighborhood interconnection between the two properties divided by East North College Street.

**VILLAGE OF YELLOW SPRINGS, OHIO
ORDINANCE 2018-30**

**AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF YELLOW SPRINGS,
OHIO FOR THE PROPERTY LOCATED AT 117 EAST NORTH COLLEGE STREET PARCEL
ID F19000100090029400 ON 0.905 ACRES FROM "E-I" EDUCATIONAL INSTITUTIONS TO
"R-C" HIGH-DENSITY RESIDENTIAL DISTRICT**

Whereas, the Planning Commission, following a public hearing on August 13, 2018, has recommended amending the official zoning map from "E-I" Educational Institutions to "R-C" High-Density Residential District for the property located at 117 East North College Street Parcel ID F19000100090029400 on 0.905 acres; and

Whereas, on September 10, 2018, Planning Commission requested that Antioch College, as part of the overall project, remove the blacktop surface now on Lot 3-A, parcel ID F19000100090029500 And, until such time as any further development is planned on that lot, create a green space as a further buffer and as a neighborhood beautification; and


Whereas, the Village Council accepts the Planning Commission's recommendation to amend the official zoning map from "E-I" Educational Institutions to "R-C" High-Density Residential District for the property located at 117 East North College Street Parcel ID F19000100090029400 on 0.905 acres with the recommendation that Lot 3-A parcel ID F19000100090029500 be improved as stated above,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY ORDAINS THAT:


Section 1. Village Council accepts the Planning Commission's recommendations and hereby amends the official zoning map from "E-I" Educational Institutions to "R-C" High-Density Residential District for the property located at 117 East North College Street Parcel ID F19000100090029400 on 0.905 acres.

Section 2. The legal description marked Exhibit "A" along with the map marked Exhibit "B" are attachments to this legislation.

Section 3. This ordinance shall take effect and be in full force at the earliest date permitted by law.


Brian Housh, President of Council

Passed: 9-17-2018

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL

Brian Housh __Y__ Marianne MacQueen __Y__ Judith Hempfling __Y__

Kevin Stokes __Y__ Lisa Kreeger __Y__



Cosler Engineering, LLC

Civil Engineering □ Land Surveying

545 Hilltop Road
Beavercreek Twp. OH 45385
(937) 426-9913
mcosler@sbcglobal.net

**Legal Description of Lot 2A
For Antioch College Corporation
August 29, 2018**

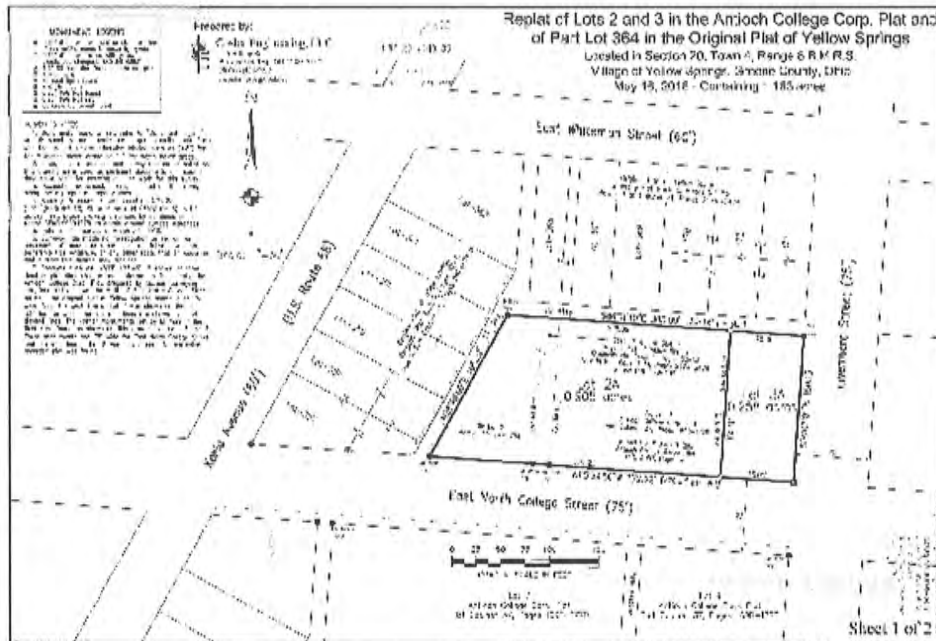
Located in Section 20, Town 4, Range 8 Between the Miami Rivers Survey, Village of Yellow Springs, Greene County, State of Ohio, and being all of Lot 2A (containing 0.905 acres) in "Replat of Lots 2 and 3 in the Antioch College Corp. Plat and of Part Lot 364 in the Original Plat of Yellow Springs" as recorded in Plat Cabinet 38, Pages 300B-301A of the Plat Records of Greene County, Ohio. (Greene County Auditor's Parcel ID# F19-1-9-294)

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393



File: MITCH-PC3-d:\Civil 3D Projects\4912 - Antioch\4912-Lot-2A legal description.docx

Exhibit B to Ordinance 2018-30



Staff Report



APPLICATION NUMBER: PC18-31
APPLICANT: Sharmine N. Lynch, L. Ac.
TYPE OF REQUEST: Conditional Use of Professional Office at 1030 Xenia Avenue
ZONING DISTRICT: R-C, High-Density Residential
PARCEL ID #: F19000100080027100

BACKGROUND:

Sharmine Lynch is the owner of Healing Care Acupuncture. Her office is currently located in the Humanist Center at 105 West North College Street. She recently purchased the former dental office at 1030 Xenia Avenue which has been vacant for a number of years. Located at the corner of Herman Street and Xenia Avenue, it was built for commercial use as an office building in 1996 for John Thomas Russell, D.D.S., who was a practicing dentist in Yellow Springs for 40-plus years.



F19000100080027100 03/10/2012

The building is located in the R-C, High-Density Residential District. In this district, along both Xenia Avenue and Dayton Street, there are a number of businesses operating. Most of these professional offices offer a mix of services from medical/scientific research, primary health care services, counseling/therapy, and health and wellness, in addition to the headquarters for various nonprofit agencies. Ms. Lynch intends to use this professional office to practice acupuncture for health and wellness, as well as massage therapy. Her hours of operation by appointment only will be Monday through Saturday ó 9:00 AM to 5:00 PM (Exhibit A ó Business Plan). There are at least six parking spaces available on the west side of the building from the entrance off of West Herman Street. There are also one or two spaces at the front of the building facing Xenia Avenue which can be available for ADA parking (Exhibit B). Currently, the parking lot is accessed via West Herman Street and exits on to Xenia Avenue. There are arrows pointing the one-way direction, but the parking lot's striping has faded. This fading is not evident in the photo on the previous page because it was taken in March, 2012.

"R-C," High Density Residential District. The R-C District is intended to promote a high quality mix of residential units, including multiple-family dwellings, at a density of up to 14 units per acre. Other compatible, nonresidential uses may also be permitted. Public sanitary sewer and water facilities are required.

<i>Use</i>	R-C
Offices for executive, administrative, professional, real estate, accounting and similar professional activities	C

REQUIREMENTS:

Section 1262 of the Zoning Code highlights the requirements for Conditional Uses.

- (a) The proposed use will be consistent with the intent and purposes of this zoning code and the vision, goals and recommendations of the ***Yellow Springs Comprehensive Plan and Vision: Yellow Springs and Miami Township.*** *As a small business owner, Ms. Lynch will revitalize a vacant building furthering the vision to promote a strong economy that provides diverse, living-wage employment and a stable tax base.*
- (b) The proposed use will comply with all applicable requirements of this code, except as specifically altered in the approved conditional use. *The use, as an acupuncture health and wellness office, is consistent with other like businesses in the R-C District.*
- (c) The proposed use will be compatible with the character of the general vicinity. *The existing building's exterior will remain the same and the use will be low-impact with clients received by appointment.*
- (d) The area and proposed use will be adequately served by essential public facilities and services, as applicable, such as highways, streets, police, and fire protection, drainage structures, refuse disposal, water and sewers, and schools. The applicant or landowner will be required to install public utilities, streets or other public infrastructure as required by the Village, state or other agencies to applicable specifications. Dedication of said public infrastructure may be required. *The building is served by essential public facilities and services.*
- (e) The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the zoning district. *As a professional office, there will be no disturbances that will be detrimental to the surrounding area.*

- (f) The proposed use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. *The proposed use will not impede development in the surrounding area.*
- (g) The proposed use will not block sight lines from the right of way to existing signs or windows on the front or side of a building. *The proposed use will not block sight lines.*

The proposed use as a professional office to practice acupuncture health and wellness, as well as massage therapy, meets the requirements of Section 1262 of the Zoning Code above.

PLANNING COMMISSION DUTIES

Section 1262 gives the Planning Commission the power to hear and decide applications for conditional use permits to allow proper integration into the community.

The Planning Commission may approve, modify, or deny any application. If the Commission approves the permit, it may impose time limitations and/or require that one or more things are done before the request is initiated.

RECOMMENDATION

Staff recommends that the Planning Commission **APPROVE** the Conditional Use with the following requirements:

- 1) The parking lot area be re-striped to indicate parking stalls consistent with the zoning code's current length and width requirement
- 2) A minimum of one ADA parking stall be dedicated
- 3) Any modification to the current ingress/egress flow of traffic for parking or any future parking lot configuration be approved by the zoning administrator
- 4) Uphold the previous condition that *landscaping screening of the parking areas from the adjacent residences will be at least four feet high and of a material that will obscure the view year-round.* Please note that this condition shall not obstruct views within the zoning code's clear vision triangle.
- 5) Any signage will require a sign permit from the zoning office.

If you have any questions or if I can be of assistance please feel free to contact me at (937) 767-1702 or dswinger@vil.yellowsprings.oh.us.

EXHIBIT A

Business Plan:

Name of company: Healing Care Acupuncture, LLC

Sole Proprietorship: Sharmine N. Lynch, L.Ac.

State of Ohio License Number: 000314

Tax ID: 1447617865

Contact Number: 937.532.5773

Type of Business: Acupuncture, Health, and Wellness

Current location of business: Yellow Springs Humanist Center. 105 W North College Street, Suite 7, Yellow Springs, OH 45387

Website: www.HealingCareAcupuncture.com

Acupuncture has been successfully used for thousands of years. It is often complementary, supportive, and therapeutic care with many other medical and alternative therapies. Acupuncture is done in a quiet professional office setting. I am a licensed acupuncturist with a passion for what I do! The Village of Yellow Springs and neighboring communities have been good to me since I began my sole proprietor acupuncture practice in January of 2016. My desire is to create a healing center that provides services and support and allow acupuncture to be affordable for everyone in return.

My vision is to establish Yellow Springs Healing Center where individuals can find opportunities to support and restore health and balance through the use of acupuncture, health, and wellness. In order to achieve this vision, I need the space and room to expand. As a result, 1030 Xenia Avenue, Yellow Springs, Ohio 45387 allows for this opportunity.

My business module is unique and serves a necessity that is missing in the local and surrounding communities. Providing these services reach a diversity of individuals in these areas. This includes individuals of all ages and walks of life such as students, professionals, retirees, active duty and reserve duty military, veterans, and emergency response personnel, to name a few.

Since I am currently an established business with the desire and passion for growth, I believe this undertaking to be very achievable. The location for such blends with the beauty and surroundings of Yellow Springs.

My hours of operation are within the hours of Monday thru Saturday 9:00AM to 5:00PM.

Currently my hours (by appointment only) are as follows:

Tue-Fri: 11AM to 5PM

Thu: 11AM to 2PM

Sat: 11AM to 2PM

Sun-Mon: Closed

EXHIBIT B

