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Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 <small>*** Requires an additional fee of \$100 ***</small>
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INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
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Complete the general information in this section for the box checked above.

FIRST: Name of Corporation	Tidewater Homeowners' Association	
SECOND: Location	New Albany (City)	Franklin (County)
Effective Date (Optional)	<small>Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.</small>	
<input checked="" type="checkbox"/> Check here if additional provisions are attached		

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
The purposes for which the Association is formed are to be and act as the owners association for the
Tidewater at New Albany subdivision, to provide for the administration and maintenance, preservation, and
architectural control of certain property, and to promote the health, safety, and welfare of the owners of
property in Tidewater, as described in the additional provisions attached hereto as Attachment 1.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)	(No. of Shares)	(Type)	(Par Value)
(Refer to instructions if needed)			

Attachment 1

ADDITIONAL PROVISIONS
To the
INITIAL ARTICLES OF INCORPORATION
OF
TIDEWATER HOMEOWNERS' ASSOCIATION

ARTICLE III (Continued)

Purpose and Powers

The Association is an association of the owners of lots in a residential development known as "Tidewater at New Albany" situated in the Village of New Albany, Franklin County, Ohio. The purposes for which the Association is formed are set forth in the Initial Articles of Incorporation to which this is attached, and, specifically, the following:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Initial Articles of Incorporation (the "Articles"), the "Declaration of Covenants, Easements, Restrictions, Assessment Liens, and Tidewater Homeowners' Association" (the Declaration"), recorded as Instrument No. 200604270078970, records of the Recorder's Office of Franklin County, Ohio, and the Code of Regulations of the Association (the "Code of Regulations"), and all amendments to the foregoing documents;
- (b) fix, levy, collect and enforce payment by any lawful means, of 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 invest reserves and excess funds in government insured accounts or such other investments as the members approve;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Association 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) 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
- (g) 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 transaction in a manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Code of Regulations, all as amended.

ARTICLE V (Continued)

Board of Directors (Managers)

The names and addresses of the persons who are initially to act in the capacity of Directors are set forth in the Initial Articles of Incorporation to which this attachment is appended. The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the Code of Regulations.

The Board of Directors shall have all of the powers and all of the duties 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 Code of Regulations.

(ADDITIONAL PROVISIONS)

ARTICLE VI

Membership

Every holder of a recorded fee simple interest in a single-family lot (hereinafter a "Lot") in Tidewater at New Albany, or in the case of a Lot the subject of a recorded land installment contract, the vendee, or vendees under that installment contract, shall be a member of the Association, and is referred to herein as a "Member". Membership shall be appurtenant to and may not be separated from ownership of such property, and transfer of such property shall automatically transfer membership to the transferee. Voting rights of Members shall be as set forth in the Declaration and Code of Regulations.

ARTICLE VII

Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the Code of Regulations.

ARTICLE VIII

Duration

The Association shall exist so long as the provisions of the Declaration are applicable to Tidewater at New Albany.

ARTICLE IX

Dissolution

The Association may be dissolved only with the same consents as are required to terminate the provisions of the Declaration.

ARTICLE X

Definitions

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

ARTICLE XI

Amendments

These 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.

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Tidewater Homeowners' Association hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Calvin T. Johnson, Jr.

(Name)

50 West Broad Street, Suite 3300

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Columbus

(City)

, Ohio

43215

(Zip Code)

Must be authenticated by an
authorized representative

Charles P. Driscoll

Authorized Representative

3/8/11

Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Calvin T. Johnson, Jr.

, named herein as the

Statutory agent for,

Tidewater Homeowners' Association

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____
(Statutory Agent)

**CODE OF REGULATIONS (BYLAWS)
OF
TIDEWATER HOMEOWNERS' ASSOCIATION**

**(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

A. Tidewater at New Albany is a residential subdivision located in the State of Ohio, County of Franklin and Village of New Albany and consists of property shown, delineated, described and identified as being part of Tidewater at New Albany on the recorded plat of record in Plat Book 108, Pages 41-44 (Instrument No. 200512130261665), records of the office of the Recorder of Franklin County, Ohio, and such other property that has been or is subjected to the Declaration.

B. A plan of covenants, conditions and restrictions for Tidewater at New Albany, a subdivision of residential lots in the State of Ohio, County of Franklin, and Village of New Albany, was created by the filing and recording of the Tidewater at New Albany Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens and Tidewater Homeowner's Association (the "Declaration") recorded as Instrument No. 200604270078970, records of the office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

C. Pursuant to the provisions of the Declaration, an "owners association" named "Tidewater Homeowners' Association" (the "Association") was formed for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in the overall Tidewater at New Albany community for the benefit of the owners of property in the overall Tidewater at New Albany community and for administering and enforcing the terms and conditions of the Declaration. Each owner of property that has been or is subjected to the Declaration is or will be, as required by the specific provisions of the Declaration, a mandatory member of the Association. The owners support property or facilities of the Association through membership and the payment of fees and assessments.

D. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

E. The Association's Board of Directors (the "Board") has acknowledged that Tidewater at New Albany is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association, as each of those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors of Tidewater Homeowners' Association acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 9 day of March, 2011.

**BOARD OF DIRECTORS OF
TIDEWATER HOMEOWNERS'
ASSOCIATION,**

an Ohio corporation not-for-profit

By Charles P. Driscoll
Charles P. Driscoll, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Charles P. Driscoll, the President of Tidewater Homeowners' Association, an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 9 day of March 2011.



JULI M. FERREE
Notary Public, State of Ohio
My Commission Expires 08-26-2012

Juli M. Ferree
Notary Public

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

CODE OF REGULATIONS
OF
TIDEWATER HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio corporation not-for-profit shall be Tidewater Homeowners' Association (the "Association").

Section 1.02. The purposes for which the corporation is formed are as set forth in the Articles of Incorporation for Tidewater Homeowners' Association, filed with the Ohio Secretary of State and include being and acting as the homeowners' association for the Tidewater at New Albany Subdivision (hereinafter the "Subdivision").

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every person or entity who is a record owner of a fee or undivided fee simple interest in a residential lot that has been subjected to the provisions of the "Declaration of Covenants, Easements, Restrictions, Assessment Liens and Tidewater Homeowners' Association" (hereinafter the "Declaration"), of record as Instrument No. 200604270078970, records of the Recorder's Office of Franklin County, Ohio, and any amendments thereto, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a member of the Association. However, although each owner is a member of the Association, there shall only be one membership per lot, and in the event the fee simple interest in a lot is held by more than one person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that lot. Such membership is appurtenant to and inseparable from such interests. "Owner", as used herein, as well as in the Declaration, means and includes the record owner of a fee simple interest in a lot subject to the provisions of the Declaration. Status as a member of the Association shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership. No member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the Subdivision shall be entitled to exercise one vote for each such lot that he or she or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the

lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Notwithstanding anything herein to the contrary, Tidewater Associates, LLC, an Ohio limited liability company and the developer of the Subdivision (hereinafter, the "Developer"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the members of the Association on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer relinquishes the voting right, which relinquishment shall take place at the earlier of such time as (a) a dwelling has been constructed on each lot and each lot has been sold and conveyed by the Developer and/or its successors and assigns to unrelated residential home purchasers in good faith and for value and (b) Developer, in its sole discretion, elects to turn over control of the Association to its members. At such time as Developer relinquishes the voting right, each lot shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action. In addition to the indemnification provided in the Declaration, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each member when due without regard to the right of a member to vote.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the Secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless

the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or, following the relinquishment of control of the Association by the Developer, by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at his address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. Unless specifically provided otherwise herein or in the Declaration or Articles, a quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in a writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Developer, members of the Board of Directors must be members of the Association. Before the relinquishment of control of the Association by the Developer, the Developer shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Developer shall from time to time appoint in its sole and unfettered discretion. Subsequent to the relinquishment of control of the Association by the Developer, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted upon the relinquishment of control of the Association by the Developer. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of Developer control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she resigns. Following the turnover of Developer control, any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board, other than a member of the Board appointed by the Developer, vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the

act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

NOTICES AND DEMANDS

Section 6.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 6.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VII

AMENDMENTS

Section 7.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the total voting power of the members.

Section 7.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.

ARTICLE VII

DURATION

Section 8.01. The Association shall exist so long as the Subdivision exists and the provisions of the Declaration are applicable, and no longer.

TIDEWATER ASSOCIATES, LLC,
an Ohio limited liability company

By: Duffy Homes, Inc., an Ohio
corporation and its authorized member

March 9, 2011

By: 
Charles P. Driscoll, Vice-President



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Robert G. Montgomery
Franklin County Recorder

TIDEWATER AT NEW ALBANY
DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS, ASSESSMENT LIENS
AND TIDEWATER HOMEOWNER'S ASSOCIATION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS, ASSESSMENT LIENS AND TIDEWATER HOMEOWNER'S ASSOCIATION (the "Declaration") is made as of the 24 day of April, 2006, by Tidewater Associates, LLC, an Ohio limited liability company (the "Developer"), with offices located at 495 South High Street, Suite 150, Columbus, Ohio 43215.

A. Developer is the owner in fee simple of the following REAL PROPERTY:

Situated in the State of Ohio, County of Franklin, and in the Village of New Albany:

Being Lots Numbered One (1) through Sixty (60), both inclusive, and Reserves B, C, E and F of **TIDEWATER AT NEW ALBANY**, as said lots and reserves are numbered, delineated and designated upon the recorded plat thereof, of record in Plat Book 108, pages 41, 42, 43, and 44, Recorder's Office, Franklin County, Ohio.

Last Transfer: Official Instrument No. 200505310103659, Recorder's Office, Franklin County, Ohio

Each of the lots numbered One (1) through Sixty (60), inclusive, is referred to herein as a "Lot", and collectively they are referred to herein as the "Lots". A "Lot Owner" is each owner of a fee simple interest in a Lot. Each of the reserves delineated as B, C, E, and F are open space reserves, hereinafter individually referred to as a "Reserve" and collectively the "Reserves". The Tidewater subdivision is referred to herein as the "Subdivision."

B. Developer declares that all of the Lots and Reserves shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner.

C. This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them; the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

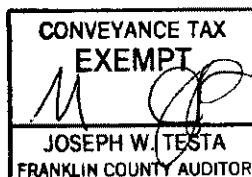
D. Developer intends, during the course of development of the Subdivision, to construct certain entranceway improvements (hereinafter referred to as the "Entranceway Improvements"), and pedestrian pathways and open space/green space improvements, including fencing, grasses, and landscaping, within certain areas of Reserves B and F and Lot No. One (1), and provide for the servicing and maintenance of such improvements (the "Open Space Improvements and together with the Entranceway Improvements, the "Improvements"), for the benefit of the Developer as well as the Lot Owners. It is intended that the Reserves shall be deeded to and maintained by an Association of Lot Owners, as hereinafter defined.

E. Simultaneously with its execution hereof, Developer has caused an unincorporated association

**TRANSFERRED
NOT NECESSARY**

APR 27 2006

**JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO**



Ohio Title Box

of Lot Owners to be formed, named the Tidewater Homeowner's Association (hereinafter the "Association"), to:

1. administer maintenance of the Improvements within the Reserves and Lot No. 1;
2. own, maintain, and service areas and improvements set aside by plat or plats comprising future sections and/or phases of the Subdivision for common or general subdivision uses;
3. to maintain certain improvements, if any, installed in entranceway areas leading into future sections and/or phases of the Subdivision, including grass, landscaping, fencing, signage, and other improvements constructed in connection with such additional entranceways;
4. to operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter and to administer and enforce the covenants and restrictions set forth on the plat or plats ultimately comprising the Subdivision in this Declaration, and any supplemental declarations related to future sections or phases of the Subdivision; and
5. to take any action or exercise such other powers, rights and privileges which are contained in the rules and regulations adopted by the Association and the establishment and collection of assessments for the maintenance and servicing of Improvements.

The Association may, by a majority vote, elect to incorporate under statutes set forth in the Ohio Revised Code as an Ohio not-for-profit corporation and adopt a set of bylaws regulating the operation of the Association.

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

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become Owners of any of the Lots, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

This Declaration shall apply to all the Lots and Reserves described above. If the Developer acquires and/or develops additional parcels adjacent to the Lots, the Developer may declare said parcels to be subsequent phases of the Subdivision. Developer shall have the right, but not the obligation, to subject such parcels to the terms and conditions of this Declaration. Developer may subject said adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental

provisions applicable to different phases of development may be comparable to, or more restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

II. DEFINITIONS

- A. Annual Assessment: an amount to be paid to the Association by each Owner annually.
- B. Assessments: collectively referring to Annual Assessments, Lot Assessments and Special Assessments.
- C. Association: the legal entity (and its successors and assigns) named the Tidewater Homeowner's Association.
- D. Association Documents: the formative documents of the Association, consisting of the articles of incorporation and a code of regulations, when incorporated, and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents of the Association when not a corporate entity.
- E. Board: the board of directors or other management body of the Association.
- F. Common Expenses: expenses incurred in maintaining the Common Property.
- G. Common Property: all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners.
- H. Developer: Tidewater Associates, LLC, an Ohio limited liability company, and any manager, member, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.
- I. Lot Assessment: an assessment that the Association may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.
- J. Lot Improvements: all man-made or man-installed alterations to Lot which cause a Lot to deviate from the natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.
- K. Manager: a person or entity retained by the Board to assist in the management of the

Association.

L. Member: any person or entity entitled to membership in the Association.

M. Owner: the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

N. Property: all of the Lots and Reserves described above and such additional property as may be added by amendment or supplement to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

O. Rules: the rules and regulations governing use of the Reserves as may be established by the Board from time to time.

P. Special Assessment: an assessment levied by the Association against all Lots to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund.

Q. State: the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Lots;

C. Preservation, beautification and maintenance of the Lots and all Improvements, including Lot Improvements; and

D. Establishment of requirements for the development and use of the Reserves and Lots.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Tree Preservation: Because the trees located throughout Tidewater intrinsically enhance all Lots and are enjoyed aesthetically by all the residents of the Subdivision whether or not such trees are located on that resident's particular Lot, no trees larger than four (4) inches in diameter, as determined at the time of any anticipated removal of such trees, shall be removed from any Lot without the prior approval of Developer, its successors or assigns. The cost of removal of said trees shall be borne by the

Owner. Developer shall have the right to assign its rights and obligations under this Section IV (A) without consent of any Owner of any Lot. Enforcement of this Article rests exclusively with Developer, its successors or its assigns.

B. Land Use: All of the above described Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed forty-five (45) feet in height from the finish grade of the building, together with necessary accessory buildings including a garage, unless specifically approved by Developer and the Village of New Albany, Franklin County, Ohio, if approval of the Village is required.

C. Lot Split: No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise so as to create a newer Lot.

D. Trade, Business or Commercial Activity Barred: Lots shall be used for private residential purposes only. No activity shall be conducted on any Lot except those activities deemed to be customary home occupations as defined by the then existing Zoning Regulations of the Village of New Albany, Franklin County, Ohio. No trade, business or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the Owners of any other Lot; provided, however, the construction upon or the sale of a Lot or a house by any Owner shall not be considered to be a commercial activity as defined herein.

E. Minimum Building Size: The plans and specifications for any home residence shall provide a minimum living area square footage, excluding garages and porches in accordance with the following schedule:

1. Ranch or one-story home: 2,400 square feet;
2. Two story home: 3,000 square feet with a minimum of 1,000 square feet on the first floor;
3. One and one-half story home: 3,000 square feet of finished living area.

F. Building Location: No building shall be located on any Lot nearer to the Lot lines than the minimum building front, rear and side lines as shown on the Subdivision plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setback line shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purposes be erected, placed or suffered to remain on any Lot nearer to any street now existing, or hereafter created, than the front railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statutory entrance ways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable or grains of the ordinary field variety shall be grown on such portions of said Lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance, or governmental regulations.

G. Temporary Residence: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

H. Temporary Structure: No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage purposes without the express written consent of Developer.

I. Fuel Storage: No fuel storage facility or tank shall be allowed on any part of a Lot unless located below the surface of the ground or within the confines of the dwelling.

J. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets can be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No kennels or enclosures for animals shall be erected or maintained on any Lot.

K. Mailbox: To give uniformity to the Subdivision, Developer shall specify an approved curb side mailbox to be installed on each Lot. Such mailbox shall have the street numbers for the Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailboxes approved by Developer.

L. Signs: No sign of any kind shall be displayed to the public view on any Lot except one professional sign which conforms with the then existing Zoning Regulations of the Village of New Albany, Franklin County, Ohio, one sign of not more than six (6) square feet, advertising the property for sale, or signs used by a building to identify the property during the construction and sales period shall be permitted. Developer has the right to display signs which conform to village ordinances during the period of sale and development.

M. Boat, Trailer and Vehicle Parking and Storage: No trucks, trailer, commercial vehicles, boats, campers, recreational vehicle or similar type vehicles shall be parked or stored for a period of more than forty-eight (48) hours in a thirty (30) day period on any Lot unless the same are in a garage or other vehicle enclosure and out of view.

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

O. Garage: No present or future Owners of all or any part of any Lot shall occupy any garage, or any unfinished building or dwelling house, either for temporary or permanent residence, and no garage shall be erected on any Lot, or any part thereof, except contemporaneously with or subsequent to the erection of the dwelling house built on the premises. No dwelling may be constructed on any Lot unless any enclosed garage is also constructed thereon.

P. Antennas: No radio antenna, television antenna, or other antenna shall be attached or affixed in any way to the exterior of any house or garage, any part of any fence, pole or structure, or any tree, bush or other living thing. Notwithstanding the foregoing, one (1) satellite dish receptor not exceeding two feet (2) feet in diameter and placed only behind the Lot's building set back line may be

affixed to a house or garage; if located on the Lot and not attached to the house or garage, it and must be shielded and landscaped from public view and view of neighboring homes and yards. This prohibition against satellite receiving dishes in excess of 24" in diameter shall also apply to those receivers designed or disguised to appear to have multiple uses.

Q. Clothes Lines: No clothes lines or clothes hanging devices shall be permitted.

R. Fencing: No fences or walls may be constructed on any part of a Lot unless prior written approval is obtained from the Developer or its designee pursuant to the provisions of Article V hereof. The Developer shall have the authority to establish standards for permissible fencing and walls, including the authority to prohibit or require fencing or walls of certain types to be installed in certain areas. All fencing and walls shall meet zoning or development plan approval requirements established by applicable governmental authorities, shall conform to standards set forth by the Developer and must be approved in writing prior to the installation thereof. By way of example and not limitation, compliance with the following standards shall be considered by the Developer in reviewing fence applications:

1. Fences shall be constructed only of black painted aluminum in a style similar to that depicted in Exhibit "A" attached hereto and made a part hereof and consisting of one (1) page;
2. No fence or wall shall be constructed in excess of fifty-two (52) inches (52") above finished grade, provided however, that if other provisions of this Declaration or a governmental agency exercising jurisdiction over the Lot on which the fence or wall is to be constructed requires a minimum height in excess of 52" for certain fences or walls in certain areas, or for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 52" above finished grade, but only to the extent necessary to meet the provided or governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street extending from the midpoint between the front and rear corners of the home building, and in no event shall fences be located closer to any street than the building line shown on the Subdivision plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
4. All fencing located upon any Lot shall be maintained by the Owner of the Lot on which it is located, in a neat and orderly condition.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing material to accomplish a purpose or use otherwise prohibited hereunder.

S. Grading and Drainage: No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and draining plan of the Subdivision or any existing swales, floodways or other drainage configuration.

T. Office: Notwithstanding any other provision of this instrument, a developer or home builder may perform within the Subdivision development activities by showing Lots in the Subdivision and by maintaining a temporary development or sales location, whether trailer or other structure.

U. Reservations Binding: The reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights and uses and provisions shall bind the Developer, its successors and assigns, and shall be considered covenants running with the land.

V. Street Tree: Developer has determined and the Lot Owners agree to uniform trees which Developer shall designate and each Lot Owner agrees to plant. Each Lot Owner shall care for and if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

W. Lot Maintenance: Each Owner of a Lot hereof not improved with a residential dwelling agrees to maintain such Lot in a clean and sanitary condition and agrees to periodically cut the weeds and brush upon such Lot. Upon failure of the Owner to so maintain a Lot, the Association, as hereinafter defined, shall have the right but not the obligation to clear such Lot of weeds and brush, the expenses thereof to be assessed to the Owner of the Lot and if not paid the Association may create a lien upon such Lot in the same manner as described herein.

X. Nuisance: No nuisance of any character shall be committed, suffered, or maintained on any Lot or Reserve, or any part thereof. All Lots or parts thereof on which residences are constructed shall be graded and landscaped properly upon completion of such residences, and shall thereafter, be maintained neatly and in accordance with the description, plans and specifications thereof. Upon notice from Developer, the Owner of any Lot or part thereof shall forthwith abate any nuisance and/or put such Lot or part thereof in good order and in accordance with such plans, descriptions, and specifications, and upon failure to do so, Developer may summarily abate such nuisance, restore such premises to good order, and the cost thereof shall be a lien on the subject premises until paid, but subject to any first mortgage on said premises, and Developer shall not be liable for any damages at law or in equity.

Y. ENTRANCEWAY EASEMENTS: Easements are herein reserved over the crosshatched area of Lot One (1) of the Subdivision, as shown on Exhibit "B" attached hereto, made a part hereof, and consisting of one (1) page, and over Reserves B and F of the Subdivision, for the installation of Entranceway Improvements, and the repair and maintenance of thereof.

V. ARCHITECTURAL STANDARDS

A. Design Review: No building shall be erected on any Lot unless the plans and specifications shall have the written approval of the Developer or its designee. Upon approval of the plans and specifications, no change or addition to the plan, specifications, building grade, use or other matter or thing, shall be done without the express written approval or waiver of Developer or its designee nor shall any waiver of any terms, regulations, restrictions, charge or covenant, be a waiver of any other terms, regulations, restrictions, charge or covenant. If any approval, or any waiver is limited as to duration, then any terms, conditions, regulations, restrictions, charges, and covenants, which are therein waived or suspended, shall be deemed to be suspended only for such period as is set forth in such approval or waiver, and shall thereafter apply with full force and effect. If Developer or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted in accordance with the terms hereof, they shall be deemed to have been approved and the requirement herein fulfilled. If Developer ceases to exist as a company, and unless Developer has assigned its rights herein, the approval of plans and specifications shall not be necessary and the provisions of this Article shall not be operative. If the Developer or its designee disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received.

Upon conveyance of all of the Lots in the Subdivision by the Developer, and approval of the initial building plans and specifications of all Lots by the Developer or its designee, the approvals required thereafter shall automatically vest in the Association.

All construction work commenced on the Property shall be completed within a reasonable time after the start of construction in accordance with the plans and specifications approved by Developer or its designee, and Developer and/or its designee shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with the plans and specifications submitted to it. Developer its successors, assignees, designees, or delegates, shall have the right to approve the exterior color of all homes in the Subdivision.

B. Variances: To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, Developer or its designee shall have the authority to grant reasonable variances from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgement, the variance is in the best interest of the community and is within the spirit of the standards of the Subdivision. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

C. Improvements by Developer: Notwithstanding the foregoing to the contrary, all Improvements constructed by the Developer or its members or agents or required by the Village of New Albany shall be deemed to comply in all respects with the requirements of this Declaration.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property: Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her/their Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her/ their Lot, subject to the terms and limitations set forth in this Declaration, subject, however, to the Rules. An Owner may delegate his/her/their rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair: The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Lots and Reserves, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes: The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Subdivision and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Owner's Lot. The Board or Developer may grant such easements over all portions of the Subdivision for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such

easements imposes no undue, unreasonable, or material burden or cost upon a Lot or Lot Owner; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

D. Easement for Services: A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. No-Build Zones: Any areas designated on the Subdivision plat, in prior deed restrictions, or on Exhibit "C", as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof.

VII. HOMEOWNERS' ASSOCIATION

A. Purpose; Membership: The Association shall be to own, maintain, and landscape Reserves B, C, E, and F, as well as the entry features and other areas that may from time to time be conveyed to it; and, if necessary, to establish uniform rules and regulations pertaining to the maintenance and use of the Reserves and the Improvements. The Association membership shall be comprised of the record Owners of all Lots. The Owners of each Lot shall have one (1) vote for each Lot owned in all elections and in all matters requiring a vote as set forth herein.

B. Assessments: Each Owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an initial assessment, an annual assessment for common expenses (as hereinafter defined) and special assessments (as hereinafter provided).

1. Annual Assessment for Common Expenses:

- a. Annual Assessment: The annual Common Expense Assessment per Lot shall commence within sixty (60) days following the issuance of an occupancy permit or other instrument allowing occupancy of a dwelling, which shall be at the rate determined by the Association for all Lots in the Subdivision.
- b. Increases: Increases are limited as provided in the Rules or corporate documents of the Association.

2. Special Assessment for Capital Improvements: In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or major maintenance related to the Reserves or Improvements, provided that any such Special Assessment shall have the assent of sixty percent (60%) of the total votes of all Owners of Lots at a meeting duly called for this purpose; provided, however, any Lot owned by the Developer shall not be entitled to vote for such increase.

3. Notice of Meeting and Quorum for Any Action Authorized: Written notice of any Members' meeting called for the purpose of taking any action for increases in excess of fifteen percent (15%) above the Assessment for the previous year or for the purpose of special increases or Special Assessments for capital improvements shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of all votes shall constitute a quorum.

4. Date of Commencement of Annual Assessments; Due Dates: The Annual Assessments for Common Expenses shall commence within sixty (60) days following the issuance of an occupancy permit or other instrument allowing occupancy of a dwelling as to each Lot. The Association shall fix the amount of the Annual Assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the Annual Assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Association, Annual Assessments for Common Expenses shall be collected on an annual basis.

5. Lien for Assessment: All sums assessed to any Lot pursuant hereto, including those owned by Developer together with interest and all costs and expenses of collection, including reasonable attorneys fees, shall be secured by a continuing lien on such Lot in favor of the Association.

6. Effect of Nonpayment of Assessment; Remedies of the Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Reserves or Association property, or abandonment of the Lot.

7. Foreclosure: The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

8. Subordination of the Lien to Mortgages: The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which shall become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments which thereafter become due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any Assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30)

days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her/their Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her/their family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

MISCELLANEOUS TERMS

XII. PLAT NOTES

The Subdivision plat creates various easements, limitations and restrictions with respect to the property encompassed thereby. Those limitations and restrictions include the following:

NOTE A: No determination has been made by the Village of New Albany, Ohio, as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the Developer's responsibility to determine whether Wetlands exist on the Subdivision site. The Village of New Albany's approval of the Subdivision plat does not imply any approval for the development of the site as it may pertain to Wetlands.

NOTE B: At the time of platting, all of the Subdivision land is in Zone A (No base flood elevations determined), Zone AE (Base flood elevations determined), Zone X (areas of 500-year flood; areas of 100-year flood with average depths of less than one foot or with drainage areas less than one square mile and areas protected by levees from 100-year flood) and Zone X (areas determined to be outside 500-year flood plain) designated and delineated upon the FEMA Flood Insurance Rate Map for Franklin County Ohio, and Incorporated Areas, map number 39049CO182G with effective date August 2, 1995.

NOTE C: Reserve "A" as designated and delineated on the Subdivision plat shall be owned and maintained by the Village of New Albany for the purpose of open space.

NOTE D: Reserve "D" as designated and delineated on the Subdivision plat shall be owned and maintained by the Village of New Albany, Ohio. The Developer, however, reserves the right to obtain Reserve "D" from the Village of New Albany at no cost in connection with a future development of property north of Reserve "D".

NOTE E: Reserves "B", "C", "E" and "F" as designated and delineated on the Subdivision plat

shall be owned and maintained as public open space by the Association comprised of the Lot Owners. Said Association shall maintain said Reserves at its cost and at its risk and shall hold the Village of New Albany, Ohio, harmless from actions resulting from said ownership and maintenance.

NOTE F: Minimum front, side and rear yard setback distances: The minimum front, side and rear yard setback distances, required by the zoning district regulations in effect at the time of platting for each Lot in the Subdivision, are given in the following table:

Front:	(front the street right-of-way line) Distance indicated by "Building Line" as shown on this plat.
Side:	10 feet minimum
Rear:	30 feet minimum

NOTE G: Depressed Driveways: Depressed driveways are hereby prohibited on all Lots. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

NOTE H: Stream and/or Wetland Preservation Zone Restrictions: The stream and/or Wetland Preservation Zone (Preservation Zone) indicated herein will run with the land in perpetuity so that the Preservation Zone shall forever be restricted from development with buildings, structures, and uses. It is also the intent and purpose of the Preservation Zone to restrict and forbid any activity or use which would as a natural consequence of such, impede or make more difficult the accomplishment of the purpose of which the Preservation Zone was created.

Additional restrictions include:

- No dumping or burning of refuse
- No hunting or trapping
- Natural resources of the Preservation Zone shall remain undisturbed and no topsoil, sand, gravel or rock shall be excavated or removed.
- Nothing shall be permitted to occur on the premises which would contribute to the erosion of the land and no trees shall be cut or removed except for removal of such dead, diseased, noxious, or decayed trees or vegetation which may be required for conservation or scenic purposes, or for reasons of public safety.
- No private encroachment shall be permitted, such as, but not limited to, planting of flowers, shrubs, garden material, etc., dumping of trash or debris, or the installation of any type of recreation or other facility or convenience.
- No roadway or any facility of any public utility facilities or those outlined in the original plan shall be permitted to be constructed or installed in the premises.

NOTE I: Tree Preservation and No Build Zone: Within those areas designated on the Subdivision plat as "Tree Preservation and No Build Zone", no accessory building, fences, walks, steps or improvements of any kind shall be constructed, except underground utility lines that may be necessary to serve a Lot or other uses in the area. Reasonable efforts shall be used to ensure that minimal vegetation disturbances or minimal topography alterations occur in these areas. No trees over four inches in diameter shall be removed in these designated areas excepting where utilities cross these designated areas. Dead plant material may be removed. Said zones shall be maintained by the Owners of the Lots upon which such zones are located. Said zones shall also be for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities.

NOTE J: Paved hiking/biking trails located within the limits of the Subdivision shall be open for use by the general public. These trails, located within Lot 1, Reserve "B", Reserve "C", and Reserve "F" and certain public street rights-of-way in the Subdivision shall be maintained by the Association and the Association shall maintain said trails at its cost and at its risk and shall hold the Village of New Albany, Ohio, harmless from actions resulting from said maintenance.

NOTE K: 100 Year Design Flood In Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, and 33:

The boundary of the 100-year design flood in Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, and 33, which boundary is shown hereon and designated "100-year flood limit", is intended to be in a location that is coincident with the locations of the elevations of the 100-year design flood along the watercourse located along the northerly or southerly sides of said lots. Portions of this boundary are in locations that anticipate the finished ground surface in the applicable areas of said lots being in accordance with the grading plan for said area as shown on the approved master grading plan for Tidewater at New Albany. Correspondingly, portions of the boundary of the Drainage Easement area shown hereon adjacent to said 100-year flood limit boundary were set in anticipation of said finished ground surface being in accordance with said grading plan. The watercourse referred to hereinabove shall remain open and enclosure by pipe structure or any other structure in the future is hereby prohibited unless otherwise approved by the Village of New Albany, Ohio, Municipal Engineer.

NOTE L: Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, and 33:

On each of Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, and 33, no building shall be constructed which has an opening, unprotected from flooding, in its foundation wall, the lowest point of which opening is lower than the flood protection elevation for that lot given in the following table:

Lot No.	Flood Protection Elevation (NAVD 1988)
14	1095.5
15	1095.5
16	1092.8
17	1091.6
18	1089.4
20	1097.9
21	1097.9
22	1100.6
23	1101.4
24	1101.8
25	1102.3
26	1103.0
27	1103.6
28	1103.6
32	1105.0
33	1104.8

Each of the foregoing flood protection elevations are approximately 2.0 feet above the applicable 100-year design flood elevation as calculated by EMH&T, Inc.

NOTE M: Foundation Walls, Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, and 33:
The foundation all of the building to be constructed on each of Lots 14, 15, 16, 17, 18, 20, 21, 22, 23, 24,

25, 26, 27, 28, 32, and 33 shall be designed by a Registered Engineer and submitted to the Municipal Engineer of the Village of New Albany, Ohio, for approval.

NOTE N: Landscape Buffer: The area of land in each of Lots 30 to 39, both inclusive, designated hereon as "Landscape Buffer" shall be improved with landscaping. Existing trees within said buffer areas shall be preserved using current and practical methods for doing so, provided that trees that are dead or diseased may be removed therefrom. The owner of the fee simple title to each of said lots shall care for and maintain said landscaping and trees located within said owner's lot. The Tidewater at New Albany homeowner's association shall have and is hereby granted a nonexclusive right and easement in and over said areas of land designated "Landscape Buffer", to care for and maintain said landscaping and trees. Said association shall have the right but not the obligation to care for and maintain said landscaping and trees within each area designated "Landscape Buffer" should the owner of the fee simple title thereof fail to do so.

XIII. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members, or by the Developer.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the sale of the last Lot by Developer, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon any Lots or Reserves in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Subdivision. After the sale of the last Lot by Developer, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is:

1. necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order,
2. necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots,
3. necessary to conform to the requirements of United States Federal Housing Administration, or

4. necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

Upon conveyance of all of the Lots by the Developer, this Declaration may be amended only by a majority vote of the Lot Owners.

D. Developer's Rights to Complete Development. Developer shall have the right to:

1. complete the development, construction, promotion, marketing, sale, resale and leasing of Lots;
2. construct or alter improvements on any Lot owned by Developer;
3. construct or alter the Improvements on the Reserves;
4. maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any Lot owned by Developer or the Association; or
5. post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Lots.

Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Subdivision for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any Lot owned by Developer or construct, alter, remodel, demolish or replace any Improvements on any Reserves; or (ii) remove or alter any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any Lot; or (iii) require Developer to seek or obtain the approval of the Association for any such activity or Improvement on any Reserve or any Lot owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

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

1. any proposed amendment of this Declaration;

2. any proposed termination of the Association; and
3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during the normal business hours.

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

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

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

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

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SIGNATURES ON
FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

TIDEWATER ASSOCIATES, LLC,
an Ohio limited liability company,
by: Duffy Homes, Inc.,
an Ohio corporation and its authorized member

by: Charles P. Driscoll
Charles P. Driscoll, Vice-President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 24 day of April, 2006, by Tidewater Associates, LLC, an Ohio limited liability company, by Duffy Homes, Inc., an Ohio corporation, its authorized member, by Charles P. Driscoll, its duly authorized Vice-President, for and on behalf of the Company and the Corporation.

Witness my hand and official seal.

Susan Wilgus
Notary Public



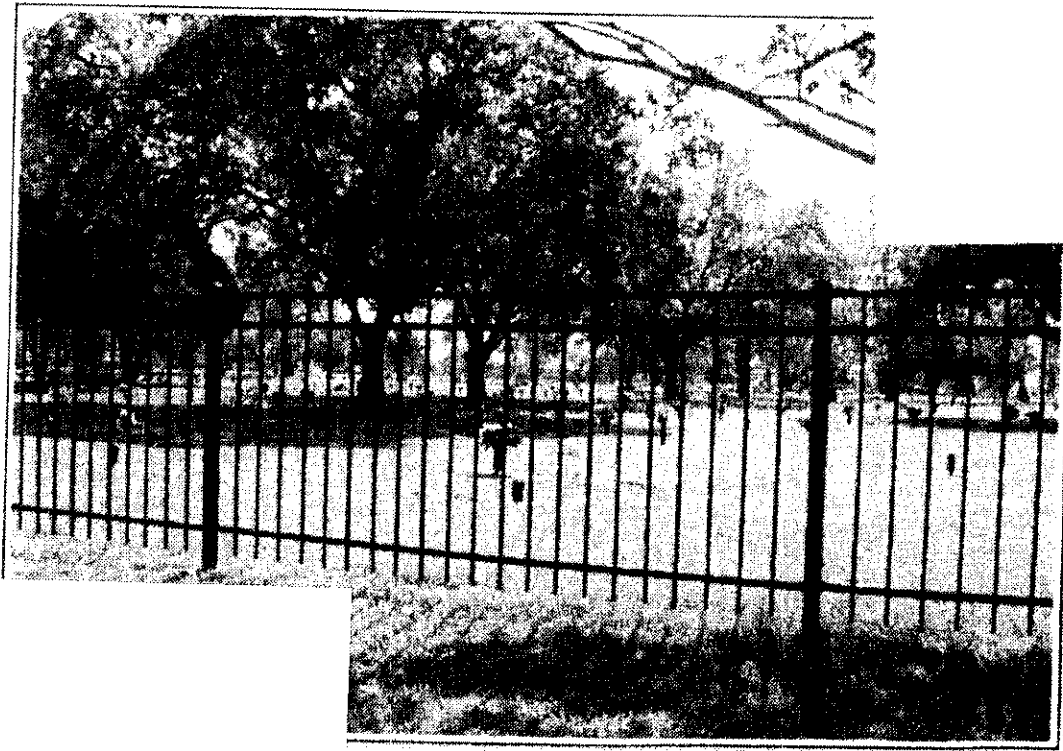
SUSAN WILGUS
Notary Public, State of Ohio
My Commission Expires 06-25-2010

This instrument prepared by:

Thomas Markworth, Attorney-at-Law
495 South High Street, Suite 150
Columbus, Ohio 43215
(614) 241-2078

Shared Docs Restrictions/Tidewater Restrict 04-13-06

EXHIBIT "A"



**CODE OF REGULATIONS (BYLAWS)
OF
TIDEWATER HOMEOWNERS' ASSOCIATION
(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

A. Tidewater at New Albany is a residential subdivision located in the State of Ohio, County of Franklin and Village of New Albany and consists of property shown, delineated, described and identified as being part of Tidewater at New Albany on the recorded plat of record in Plat Book 108, Pages 41-44 (Instrument No. 200512130261665), records of the office of the Recorder of Franklin County, Ohio, and such other property that has been or is subjected to the Declaration.

B. A plan of covenants, conditions and restrictions for Tidewater at New Albany, a subdivision of residential lots in the State of Ohio, County of Franklin, and Village of New Albany, was created by the filing and recording of the Tidewater at New Albany Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens and Tidewater Homeowner's Association (the "Declaration") recorded as Instrument No. 200604270078970, records of the office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

C. Pursuant to the provisions of the Declaration, an "owners association" named "Tidewater Homeowners' Association" (the "Association") was formed for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in the overall Tidewater at New Albany community for the benefit of the owners of property in the overall Tidewater at New Albany community and for administering and enforcing the terms and conditions of the Declaration. Each owner of property that has been or is subjected to the Declaration is or will be, as required by the specific provisions of the Declaration, a mandatory member of the Association. The owners support property or facilities of the Association through membership and the payment of fees and assessments.

D. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

E. The Association's Board of Directors (the "Board") has acknowledged that Tidewater at New Albany is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association, as each of those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors of Tidewater Homeowners' Association acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 9 day of March, 2011.

**BOARD OF DIRECTORS OF
TIDEWATER HOMEOWNERS'
ASSOCIATION,**

an Ohio corporation not-for-profit

By Charles P. Driscoll
Charles P. Driscoll, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Charles P. Driscoll, the President of Tidewater Homeowners' Association, an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 9 day of March 2011.



JULI M. FERREE
Notary Public, State of Ohio
My Commission Expires 08-28-2012

Juli M. Ferree
Notary Public

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

Exhibit A
CODE OF REGULATIONS
OF
TIDEWATER HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio corporation not-for-profit shall be Tidewater Homeowners' Association (the "Association").

Section 1.02. The purposes for which the corporation is formed are as set forth in the Articles of Incorporation for Tidewater Homeowners' Association, filed with the Ohio Secretary of State and include being and acting as the homeowners' association for the Tidewater at New Albany Subdivision (hereinafter the "Subdivision").

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every person or entity who is a record owner of a fee or undivided fee simple interest in a residential lot that has been subjected to the provisions of the "Declaration of Covenants, Easements, Restrictions, Assessment Liens and Tidewater Homeowners' Association" (hereinafter the "Declaration"), of record as Instrument No. 200604270076970, records of the Recorder's Office of Franklin County, Ohio, and any amendments thereto, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a member of the Association. However, although each owner is a member of the Association, there shall only be one membership per lot, and in the event the fee simple interest in a lot is held by more than one person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that lot. Such membership is appurtenant to and inseparable from such interests. "Owner", as used herein, as well as in the Declaration, means and includes the record owner of a fee simple interest in a lot subject to the provisions of the Declaration. Status as a member of the Association shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership. No member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the Subdivision shall be entitled to exercise one vote for each such lot that he or she or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the

lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Notwithstanding anything herein to the contrary, Tidewater Associates, LLC, an Ohio limited liability company and the developer of the Subdivision (hereinafter, the "Developer"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the members of the Association on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer relinquishes the voting right, which relinquishment shall take place at the earlier of such time as (a) a dwelling has been constructed on each lot and each lot has been sold and conveyed by the Developer and/or its successors and assigns to unrelated residential home purchasers in good faith and for value and (b) Developer, in its sole discretion, elects to turn over control of the Association to its members. At such time as Developer relinquishes the voting right, each lot shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action. In addition to the indemnification provided in the Declaration, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each member when due without regard to the right of a member to vote.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the Secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless

the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or, following the relinquishment of control of the Association by the Developer, by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at his address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. Unless specifically provided otherwise herein or in the Declaration or Articles, a quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in a writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Developer, members of the Board of Directors must be members of the Association. Before the relinquishment of control of the Association by the Developer, the Developer shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Developer shall from time to time appoint in its sole and unfettered discretion. Subsequent to the relinquishment of control of the Association by the Developer, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted upon the relinquishment of control of the Association by the Developer. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of Developer control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she resigns. Following the turnover of Developer control, any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board, other than a member of the Board appointed by the Developer, vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the

act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

NOTICES AND DEMANDS

Section 6.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 6.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VII

AMENDMENTS

Section 7.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the total voting power of the members.

Section 7.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.

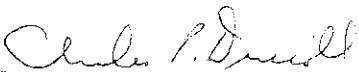
ARTICLE VII

DURATION

Section 8.01. The Association shall exist so long as the Subdivision exists and the provisions of the Declaration are applicable, and no longer.

TIDEWATER ASSOCIATES, LLC,
an Ohio limited liability company

By: Duffy Homes, Inc., an Ohio
corporation and its authorized member

By: 
Charles P. Driscoll, Vice-President

**AMENDED FINAL DEVELOPMENT PLAN
FOR TIDEWATER AT NEW ALBANY
Amended March 17, 2008 FDP-02-08**

This Application to Amend Development Text or Plan, (the "Application"), is a request to amend the final, approved Development Text for Tidewater at New Albany (the "Text") to include the following amendments, any changes to the original Text are underlined:

Section VI., C, 1, d, 1: Garage Location

Replace in its entirety to read: "When a garage faces a street, the front façade of the garage will be set back a minimum of three (3) feet from the front façade of the house. The maximum width of any side load garage door will be eighteen (18) feet, all front load garage doors shall be a maximum of ten (10) feet".

Section VI., C, 3, c: Exterior Materials, Windows

Replace in its entirety to read: "Traditional single, double-hung or casement windows are required and may be vinyl or of such other materials as are permitted by the Codified Ordinances of the Village of New Albany. Where used, muntins may be dimensional muntins or muntins as permitted by the Codified Ordinances of the Village of New Albany."

Section VI., C, 1, a: Architectural Style and Massing, Architectural Style

Replace in its entirety to read: "House designs shall be derived from traditional styles including Colonial, Federal, Classical Revival, Country French, Country English, and Georgian interpretations that reinforce a common architectural vocabulary or from other architectural styles that are permitted by the Codified Ordinances of the Village of New Albany. This requirement shall be interpreted as meaning that design, style, and elements will reflect these historic design styles and allow blended elements from these styles as well as appropriate modern elements in a manner that reinforces this architectural vocabulary."

TIDEWATER AT NEW ALBANY DEVELOPMENT TEXT

I. Introduction

Tidewater of New Albany is located east of Johnstown Road (U.S. 62) on the north side of Central College Road in the Village of New Albany. The site is 53.489+/- acres.

II. Purpose

The purpose of this development is to construct a neighborhood that provides a dynamic upscale living opportunity in the Village of New Albany. Upon completion, the development will be a strong and vibrant neighborhood with links to the community. The proposed site plan takes significant advantage of two natural features present on the site: the Blacklick Creek and an historic farm pond, while preserving both for enjoyment by residents of the subdivision as well as the entire community.

III. Permitted Uses

1. Single family detached dwellings and the permitted uses contained in the Codified Ordinances of the Village of New Albany, R-1 Single Family Residential Estate District, Section 1131.02, the accessory uses contained in Section 1131.03, and the conditional uses contained in Section 119.04, provided the conditional uses comply with Chapter 1115.
2. Ancillary dwelling unit over the garage.

V. Unit Types

Single family dwellings shall comply with the design guidelines of the development standards in this text and the provisions of New Albany Village Code Section 1157.99 page 102B.

VI. Development Standards

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Title Five of the Codified Ordinances of the Village of New Albany shall apply.

Basic development standards are compiled regarding proposed density, site issues, traffic, circulation, landscape and architectural standards. These component standards ensure consistency and quality throughout the parcel's development.

A. Density, Height, Lot and/or Setback Commitments

1. The maximum number of single family dwellings shall be sixty (60).
2. The development shall be constructed generally in accordance with the submitted draft Preliminary Site Plan.
3. The minimum lot width at the building line shall be eighty-five (85) feet.
4. The minimum lot depth shall be one hundred thirty (130) feet.
5. The minimum front yard setbacks shall be thirty (30) feet. Provided, however, the "build to" line for Lot numbers 21 and 43, 44, 48 shall be 20 feet or as otherwise determined at the time of preliminary and final plat. Stoops or front porches may encroach 8 feet into the setback.
6. The minimum side yard shall be ten (10) feet. Bay windows and chimney are allowed to encroach into the side yard. Air conditioner condenser units are permitted in the side yard.
7. Garages must adhere to the minimum side yard and rear yard setbacks along all public roads.
8. The minimum rear yard lot shall be thirty (30) feet.
9. All lots shall front on a public right-of-way.
10. Maximum building height shall be measured from finished grade at the front door to the ridge on the roof. Maximum building height shall be forty-five (45) feet.
11. Maximum lot coverage shall be thirty-five percent (35%).
12. Minimum building setback from Johnstown Road (US 62) shall be Five Hundred (500) feet from centerline of Johnstown Road.

B. Access, Loading, Parking and/or other Traffic related commitments

1. All single family residences shall be required to have a minimum of two parking spaces which may be off-street or on-street, which includes garages.
2. Driveway Aprons: All driveway aprons (curb-cuts) shall be constructed to

22 min
plans

Driveway materials - Asphalt
- concrete
- pavers

accommodate a maximum 18 foot wide driveway at the right-of-way line.

3. If warranted at the time of preliminary plat the developer shall construct a left turn lane for east bound Central College Road by widening the north side of Central College Road by eleven feet (11') with a three foot (3') shoulder and ditch relocation in accordance with City of Columbus drawing 2130 Dr. A.
4. The thoroughfare layout shall connect to all adjacent public stub thoroughfares and include public stub streets to facilitate connections to adjacent future development sites as shown on the Preliminary Site Plan. Substantial internal connections shall also exist within the site. The Preliminary Site Plan attached to this application satisfies this Section VI Paragraph B.
5. The Final Development Plan for the subdivision shall include a network of trails and paths within the development through the open space with connections to adjacent properties as shown on the Preliminary Site Plan.
6. Bicycle parking shall be provided near the pond in the open space.
7. All thoroughfares, public or private, must include provisions for appropriate signage such as no-parking signs in conformance with the uniform signage manual or other means approved by the Village.
8. Multi-use paths, bikeways, and bike paths will be placed within a public easement.
9. The developer shall dedicate to the Village of New Albany forty feet (40') of right-of-way from the centerline of Central College Road and fifty feet (50') from the centerline of Johnstown Road.

C. Architectural Standards

1. Architectural Style and Massing:

a. Architectural Style

House designs shall be derived from traditional styles including Colonial, Federal, Classical Revival, Country French, Italianate, Victorian and Country English, and Georgian interpretations that reinforce a common historic architectural vocabulary.

Amended
3/18/08
see attached

b. Architectural Massing

The appropriate architectural massing and scale shall be achieved by close adherence to the scale and proportioning systems of the classical styles as viewed in whole or as detailed in numerous books and studies that have been documented. Particular attention shall be given to the basic massing of the elements, the roof forms, the floor to ceiling heights, the window arrangements, and proportion and relationship of each part of the building to the whole.

c. House Orientation

- a. Houses shall be oriented orthogonally with respect to roadways. Houses must "front" upon roads, streets, and cul-de-sacs respectively.
- b. For Lot number 21 on the Preliminary Site Plan, the front facade of the house on such lot shall be the south elevation, and the garage and drive way shall face west.
- c. For Lot number 60 on the Preliminary Site Plan, the front facade of the house on such lot shall be the south elevation.

d. Garage Location

*Amended
3/17/08
See attached*

~~When a garage faces a street the front facade of the garage will be set back a minimum of three (3) feet from the front facade of the house. The maximum width of a garage door which faces the street will be ten (10) feet.~~

2. For lots which face Central College Road, (Lot numbers 1, 5-9 inclusive, 26-30 inclusive and 60) no garage door shall face Central College Road, i.e. all garages on these lots shall be side loaded.

2. Design Standards

- a. The front of principal buildings shall face a civil space or a public thoroughfare.
- b. The developer shall not permit the placement of single-family houses substantially similar in design next to or directly across the

street from each other.

- c. The principal building facade shall be parallel to straight frontage lines and parallel to the chord of curved or broken frontage lines.
- d. Trash containers shall be stored at the side or rear of the building outside the right-of-way.
- e. Utility meters, air-handling equipment and the like, shall be setback at least ten feet from the front facade of the buildings.

3. Exterior Materials:

- a. Wall finish materials: Stone, cultured stone, stucco, brick, wood siding and cement fiber siding are approved exterior wall finish materials. Exterior wall finish materials must be used to complete massing elements. The application of brick veneer to a single building facade is prohibited. Exposed concrete foundation walls are not permitted.
- b. Roof: Pitched roofs shall be required to have a greater than a 7:12 rise over run. Minor gables, dormers and porch pediments are permitted to have minimum pitches of 5:12 rise over run. When the primary pitched roof of a house is gabled roof with the pedimented end oriented toward the street, a minimum roof pitch of 5:12 shall be permitted. Flat roofs shall be permitted, but must integrate strong cornice lines. Roofs may be of natural or synthetic slate, wood shake or wood shingle, metal standing seam, or fiberglass asphalt shingle.
- c. ~~Windows: Traditional single or double hung and casement windows are required.~~ Amended 3/17/08 see attached
- d. Shutters: Shutters shall be used judiciously and not on every window. Exterior shutters shall be painted and may be solid paneled (raised panel) or louvered. When used, shutters must be sized to fully cover the adjacent window.
- e. Gutters and downspouts: Traditional half round gutters and/or ogee gutters with downspouts shall be used.
- f. Exterior paint colors: Exterior paint colors for siding, doors, shutters, fascias, cornices, soffits and miscellaneous trim shall be

selected from pre-approved color guide of historic colors.

- g. Chimneys: Any exposed exterior chimneys shall be masonry.
- h. Skylights: Skylights in the roof shall be permitted, provided they are appropriately screened from off-site views. Cupolas, dormers, lanterns, belvederes or window bays shall be permitted, provided they are consistent with the architectural theme of the house.

4. Pedestrian Standards:

- a. A minimum 3 foot wide private brick sidewalk shall be constructed from the public sidewalk to the front door/stoop.
Light post on the right side @ public walk + private brick.
- b. There will be 5' concrete sidewalk along both sides of every street. No sidewalk shall be required in the open spaces north of Central College Road or the 16± acre open space on Johnstown Road.
- c. An 8 foot wide asphalt leisure path shall be located as shown on the Preliminary Development Plan.

5. Swimming Pools/Spa:

- a. All swimming pools/spas shall be located in the rear yard, within the building line of the site, completely enclosed by fencing and screened from adjoining properties.
- b. All swimming pools shall be in-ground construction. The swimming pool/spa equipment shall be within an enclosure and completely screened from adjoining properties.
- c. Spas may be constructed as part of the house. Spas may be permitted, provided they are completely screened from adjoining properties by fencing or landscaping.

6. Storage Standards:

- a. Ancillary Structures: All exterior storage structures shall be attached to the main structure of the home or its garage by walls, fences, or hedges. These ancillary structures shall be no more than one-story and shall be constructed of the same wall and roof materials as the home. The colors, walls, roof and trim shall match those used on the home.

b. Equipment Storage: Storage of all maintenance equipment shall be within garages or storage structures. Such items should not be visible from streets, common open spaces, adjacent lots, or adjacent developments.

c. Vehicle Storage: All campers, off-road vehicles (i.e. jet skis, snowmobiles, four runners) commercial vehicles (i.e. box trucks) boats must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

7. Mailboxes/Addresses:

Each residence shall be required to install a standard mailbox.

8. House Numbering:

Each residence shall be required to install house numbers in a common location.

D. Buffering, Landscaping, Open Space and/or Screening Commitments

1. Tree Preservation:

Reasonable and good faith efforts will be made to preserve existing trees and tree rows currently existing on the property. Consideration will be given to laying out streets, lots, structures and parking areas to avoid the unnecessary destruction of these wooded areas. Additionally, standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

2. Civic Space:

a. A 11.7± acre open space shall be provided on the east side of Johnstown Road as shown on the Preliminary Development Plan. This area shall be dedicated to the Village as a public park. The area is currently encumbered by a cellular tower lease. Upon the dedication of this area to the Village, the developer shall assign its lease to the Village as the owner of the underlying fee interest. The design, construction, and use of the park area shall be determined by the Village upon obtaining ownership of the park.

b. A 5.3± acre neighborhood open space shall be provided around the pond as shown on the Preliminary Development Plan as a focal point and gathering place for the community and to service the recreational needs of the residents. This open space shall be owned and maintained by the subdivision homeowners' association.

c. The open space shall be landscaped and benches shall be provided.

3. Natural Features:

a. Specimen trees and significant tree stands in the Open Space shall be preserved where feasible.

b. A 30' landscape buffer shall be provided on lots ³⁰⁻³⁹~~51-60~~ inclusive, as shown on the Preliminary Development Plan. The landscape buffer shall include the installation of a wood four rail horse fence with welded wire mesh installed 4" east of the property line. The fence shall be painted or stained black to match the existing fence color. Within the 30' landscape buffer the developer shall install a combination of mature evergreen trees replanted/relocated from the interior of the property and deciduous trees. The placement of trees shall be field located to naturally augment the existing trees with an emphasis to screen the house and barn on the adjoining property to the east. The minimum caliper inches (measured 2' above ground level) for deciduous trees to be installed within the landscape buffer shall be 33" of deciduous trees. The number of evergreen trees to be installed within the landscape buffer shall be not less than 22, which shall be 5 - 6' tall at installation if new or taller if transplanted from within the property. No other fence type shall be permitted to be constructed or located within the 30' landscape buffer.

c. The property currently has a large number of mature evergreen trees. Prior to the removal or cutting of these trees to permit construction of the subdivision, reasonable efforts shall be expended to transplant such trees to open spaces and buffer areas throughout the property.

4. Street Trees:

a. Street trees shall be required on both sides of internal streets. Trees are to be maximum distance of thirty feet on center. Trees may be grouped, provided the quantity is equivalent to 1 tree per thirty feet or fraction thereof. This requirement may be waived in

areas where existing vegetation occurs. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the Final Development Plan for review and approval.

- b. All street trees shall be 2 ½ - 3" in caliper measured two (2) feet above the grade at installation.

5. Fences:

- a. Fences shall be used as temporary barriers during construction around vegetation and must be sturdy, at least 3 feet tall, and easy to maintain. All temporary fences must be removed prior to the issuance of a certificate of occupancy.
- b. Permanent fences are allowed as approved by the developer.
- c. A wooden four-rail horse fence with wire mesh backing shall be erected on the east property line also being lots number 51 - 60 inclusive.
- d. A fence may be erected along the north boundary of the property pursuant to a private agreement between the developer and those adjoining owners.
- e. No fence shall be constructed or maintained in any flood plain or forward of any building line.

6. Preservation Zones:

- a. Several preservation zones are located as shown on the Preliminary Development Plan. No structure or building shall be placed upon, in or under the area designated "Preservation Area" hereon, nor shall any work including but not limited to grading and clearing be performed thereon which would alter the natural state or topography of such areas or damage any of the trees or vegetation thereon including but not limited to planting and mowing of turf grasses, provided that the use of hand tools for the removal of debris and dead woody vegetation shall be permitted. Special permanent 18" tall markers shall be placed on each side lot line marking the edge of the 'Preservation Area'. A temporary construction fence will be installed by the individual home builders 20 feet from the rear foundation wall of each house during construction or on the edge of the Preservation Zone in the extent

such zone is located less than 20 feet from the house foundation and will be removed after all construction activity has been completed. The provisions of this paragraph shall be included as a plat note on the preliminary and final plat of the subdivision.

E. Dumpsters, Lighting, Outdoor Display Areas and/or other Environmental Commitments

1. Lighting:

- a. Landscape lighting shall be used to provide for safety and ingress and egress only. Fixture lamps shall be incandescent and shall be shielded by planting or other methods.
- b. One photocell post lamp shall be installed for each residential unit in the front yard adjacent to the walkway.
- c. The standard Holophane Granville Series Acom street light fixture or equal shall be utilized at street intersection. The standard pole shall be the Hapco stick pole with a split decorative base or equal. Finish of the fixtures shall be in Black. (Refer to street light fixture detail in Section 3, Figure 2 of the General Development Standards). Other light fixtures may be used subject to approval by the Village of New Albany Planning Commission.

F. Graphics and Signage Commitments

The development shall utilize standard Village of New Albany street and regulatory signage. Other signage may be used subject to approval by the Village of New Albany Planning Commission.

G. Miscellaneous Commitments

1. Pre-fabricated storage buildings are prohibited.
2. Utilities: All proposed utilities shall be placed underground. Utility easement location and width shall be determined at the time of platting.
3. Other Property
 - a. This property is being developed pursuant to a density transfer from an 8.043± acre tract located at 6399 Evans Road. The applicant shall file and diligently prosecute a rezoning to the I-

PUD zoning district for one single family lot/house development of such property and the 53.8± acre property the subject of this zoning application cannot be rezoned without the inclusion of 6399 Evans Road in such rezoning.

- b. Concurrently with the rezoning herein contemplated, the applicant shall conditionally deliver a deed to the village clerk which restricts the development of the 8.043± acre tract at 6399 Evans Road for one single family residential lot/use.

H. Variances

1. Nature of Variance. On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of this PUD text or the Zoning Ordinance unreasonable and, therefore, the procedure for variance from development standards is provided to allow the flexibility necessary to adapt to changed or unusual conditions, both foreseen and unforeseen, under circumstances which do not ordinarily involve a change of the primary use of the land or structure permitted.
2. Variance and Appeals Process. The procedures and requirements of Chapter 1113, Appeal and Variances, of the Codified Ordinances of the Village of New Albany shall be followed in cases of appeals. Requests for variance shall be heard by the Planning Commission.

**AMENDED FINAL DEVELOPMENT PLAN
FOR TIDEWATER AT NEW ALBANY
Amended March 17, 2008 FDP-02-08**

This Application to Amend Development Text or Plan, (the "Application"), is a request to amend the final, approved Development Text for Tidewater at New Albany (the "Text") to include the following amendments, any changes to the original Text are underlined:

Section VI., C, 1, d, 1: Garage Location

Replace in its entirety to read: "When a garage faces a street, the front façade of the garage will be set back a minimum of three (3) feet from the front façade of the house. The maximum width of any side load garage door will be eighteen (18) feet, all front load garage doors shall be a maximum of ten (10) feet".

Section VI., C, 3, c: Exterior Materials, Windows

Replace in its entirety to read: "Traditional single, double-hung or casement windows are required and may be vinyl or of such other materials as are permitted by the Codified Ordinances of the Village of New Albany. Where used, muntins may be dimensional muntins or muntins as permitted by the Codified Ordinances of the Village of New Albany."

Section VI., C, 1, a: Architectural Style and Massing, Architectural Style

Replace in its entirety to read: "House designs shall be derived from traditional styles including Colonial, Federal, Classical Revival, Country French, Country English, and Georgian interpretations that reinforce a common architectural vocabulary or from other architectural styles that are permitted by the Codified Ordinances of the Village of New Albany. This requirement shall be interpreted as meaning that design, style, and elements will reflect these historic design styles and allow blended elements from these styles as well as appropriate modern elements in a manner that reinforces this architectural vocabulary."

TIDEWATER AT NEW ALBANY DEVELOPMENT TEXT

I. Introduction

Tidewater of New Albany is located east of Johnstown Road (U.S. 62) on the north side of Central College Road in the Village of New Albany. The site is 53.489+/- acres.

II. Purpose

The purpose of this development is to construct a neighborhood that provides a dynamic upscale living opportunity in the Village of New Albany. Upon completion, the development will be a strong and vibrant neighborhood with links to the community. The proposed site plan takes significant advantage of two natural features present on the site: the Blacklick Creek and an historic farm pond, while preserving both for enjoyment by residents of the subdivision as well as the entire community.

III. Permitted Uses

1. Single family detached dwellings and the permitted uses contained in the Codified Ordinances of the Village of New Albany, R-1 Single Family Residential Estate District, Section 1131.02, the accessory uses contained in Section 1131.03, and the conditional uses contained in Section 119.04, provided the conditional uses comply with Chapter 1115.
2. Ancillary dwelling unit over the garage.

V. Unit Types

Single family dwellings shall comply with the design guidelines of the development standards in this text and the provisions of New Albany Village Code Section 1157.99 page 102B.

VI. Development Standards

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Title Five of the Codified Ordinances of the Village of New Albany shall apply.

Basic development standards are compiled regarding proposed density, site issues, traffic, circulation, landscape and architectural standards. These component standards ensure consistency and quality throughout the parcel's development.

A. Density, Height, Lot and/or Setback Commitments

1. The maximum number of single family dwellings shall be sixty (60).
2. The development shall be constructed generally in accordance with the submitted draft Preliminary Site Plan.
3. The minimum lot width at the building line shall be eighty-five (85) feet.
4. The minimum lot depth shall be one hundred thirty (130) feet.
5. The minimum front yard setbacks shall be thirty (30) feet. Provided, however, the "build to" line for Lot numbers 21 and 43, 44, 48 shall be 20 feet or as otherwise determined at the time of preliminary and final plat. Stoops or front porches may encroach 8 feet into the setback.
6. The minimum side yard shall be ten (10) feet. Bay windows and chimney are allowed to encroach into the side yard. Air conditioner condenser units are permitted in the side yard.
7. Garages must adhere to the minimum side yard and rear yard setbacks along all public roads.
8. The minimum rear yard lot shall be thirty (30) feet.
9. All lots shall front on a public right-of-way.
10. Maximum building height shall be measured from finished grade at the front door to the ridge on the roof. Maximum building height shall be forty-five (45) feet.
11. Maximum lot coverage shall be thirty-five percent (35%).
12. Minimum building setback from Johnstown Road (US 62) shall be Five Hundred (500) feet from centerline of Johnstown Road.

B. Access, Loading, Parking and/or other Traffic related commitments

1. All single family residences shall be required to have a minimum of two parking spaces which may be off-street or on-street, which includes garages.
2. Driveway Aprons: All driveway aprons (curb-cuts) shall be constructed to

22 min
plans

Driveway materials - Asphalt
- concrete
- pavers

accommodate a maximum 18 foot wide driveway at the right-of-way line.

3. If warranted at the time of preliminary plat the developer shall construct a left turn lane for east bound Central College Road by widening the north side of Central College Road by eleven feet (11') with a three foot (3') shoulder and ditch relocation in accordance with City of Columbus drawing 2130 Dr. A.
4. The thoroughfare layout shall connect to all adjacent public stub thoroughfares and include public stub streets to facilitate connections to adjacent future development sites as shown on the Preliminary Site Plan. Substantial internal connections shall also exist within the site. The Preliminary Site Plan attached to this application satisfies this Section VI Paragraph B.
5. The Final Development Plan for the subdivision shall include a network of trails and paths within the development through the open space with connections to adjacent properties as shown on the Preliminary Site Plan.
6. Bicycle parking shall be provided near the pond in the open space.
7. All thoroughfares, public or private, must include provisions for appropriate signage such as no-parking signs in conformance with the uniform signage manual or other means approved by the Village.
8. Multi-use paths, bikeways, and bike paths will be placed within a public easement.
9. The developer shall dedicate to the Village of New Albany forty feet (40') of right-of-way from the centerline of Central College Road and fifty feet (50') from the centerline of Johnstown Road.

C. Architectural Standards

1. Architectural Style and Massing:

a. Architectural Style

House designs shall be derived from traditional styles including Colonial, Federal, Classical Revival, Country French, Italianate, Victorian and Country English, and Georgian interpretations that reinforce a common historic architectural vocabulary.

Amended
3/18/08
see attached

b. Architectural Massing

The appropriate architectural massing and scale shall be achieved by close adherence to the scale and proportioning systems of the classical styles as viewed in whole or as detailed in numerous books and studies that have been documented. Particular attention shall be given to the basic massing of the elements, the roof forms, the floor to ceiling heights, the window arrangements, and proportion and relationship of each part of the building to the whole.

c. House Orientation

- a. Houses shall be oriented orthogonally with respect to roadways. Houses must "front" upon roads, streets, and cul-de-sacs respectively.
- b. For Lot number 21 on the Preliminary Site Plan, the front facade of the house on such lot shall be the south elevation, and the garage and drive way shall face west.
- c. For Lot number 60 on the Preliminary Site Plan, the front facade of the house on such lot shall be the south elevation.

d. Garage Location

*Amended
3/17/08
See attached*

~~When a garage faces a street the front facade of the garage will be set back a minimum of three (3) feet from the front facade of the house. The maximum width of a garage door which faces the street will be ten (10) feet.~~

2. For lots which face Central College Road, (Lot numbers 1, 5-9 inclusive, 26-30 inclusive and 60) no garage door shall face Central College Road, i.e. all garages on these lots shall be side loaded.

2. Design Standards

- a. The front of principal buildings shall face a civil space or a public thoroughfare.
- b. The developer shall not permit the placement of single-family houses substantially similar in design next to or directly across the

street from each other.

- c. The principal building facade shall be parallel to straight frontage lines and parallel to the chord of curved or broken frontage lines.
- d. Trash containers shall be stored at the side or rear of the building outside the right-of-way.
- e. Utility meters, air-handling equipment and the like, shall be setback at least ten feet from the front facade of the buildings.

3. Exterior Materials:

- a. Wall finish materials: Stone, cultured stone, stucco, brick, wood siding and cement fiber siding are approved exterior wall finish materials. Exterior wall finish materials must be used to complete massing elements. The application of brick veneer to a single building facade is prohibited. Exposed concrete foundation walls are not permitted.
- b. Roof: Pitched roofs shall be required to have a greater than a 7:12 rise over run. Minor gables, dormers and porch pediments are permitted to have minimum pitches of 5:12 rise over run. When the primary pitched roof of a house is gabled roof with the pedimented end oriented toward the street, a minimum roof pitch of 5:12 shall be permitted. Flat roofs shall be permitted, but must integrate strong cornice lines. Roofs may be of natural or synthetic slate, wood shake or wood shingle, metal standing seam, or fiberglass asphalt shingle.
- c. ~~Windows: Traditional single or double hung and casement windows are required.~~ Amended 3/17/08 see attached
- d. Shutters: Shutters shall be used judiciously and not on every window. Exterior shutters shall be painted and may be solid paneled (raised panel) or louvered. When used, shutters must be sized to fully cover the adjacent window.
- e. Gutters and downspouts: Traditional half round gutters and/or ogee gutters with downspouts shall be used.
- f. Exterior paint colors: Exterior paint colors for siding, doors, shutters, fascias, cornices, soffits and miscellaneous trim shall be

selected from pre-approved color guide of historic colors.

- g. Chimneys: Any exposed exterior chimneys shall be masonry.
- h. Skylights: Skylights in the roof shall be permitted, provided they are appropriately screened from off-site views. Cupolas, dormers, lanterns, belvederes or window bays shall be permitted, provided they are consistent with the architectural theme of the house.

4. Pedestrian Standards:

- a. A minimum 3 foot wide private brick sidewalk shall be constructed from the public sidewalk to the front door/stoop.
Light post on the right side @ public walk + private brick.
- b. There will be 5' concrete sidewalk along both sides of every street. No sidewalk shall be required in the open spaces north of Central College Road or the 16± acre open space on Johnstown Road.
- c. An 8 foot wide asphalt leisure path shall be located as shown on the Preliminary Development Plan.

5. Swimming Pools/Spa:

- a. All swimming pools/spas shall be located in the rear yard, within the building line of the site, completely enclosed by fencing and screened from adjoining properties.
- b. All swimming pools shall be in-ground construction. The swimming pool/spa equipment shall be within an enclosure and completely screened from adjoining properties.
- c. Spas may be constructed as part of the house. Spas may be permitted, provided they are completely screened from adjoining properties by fencing or landscaping.

6. Storage Standards:

- a. Ancillary Structures: All exterior storage structures shall be attached to the main structure of the home or its garage by walls, fences, or hedges. These ancillary structures shall be no more than one-story and shall be constructed of the same wall and roof materials as the home. The colors, walls, roof and trim shall match those used on the home.

b. Equipment Storage: Storage of all maintenance equipment shall be within garages or storage structures. Such items should not be visible from streets, common open spaces, adjacent lots, or adjacent developments.

c. Vehicle Storage: All campers, off-road vehicles (i.e. jet skis, snowmobiles, four runners) commercial vehicles (i.e. box trucks) boats must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

7. Mailboxes/Addresses:

Each residence shall be required to install a standard mailbox.

8. House Numbering:

Each residence shall be required to install house numbers in a common location.

D. Buffering, Landscaping, Open Space and/or Screening Commitments

1. Tree Preservation:

Reasonable and good faith efforts will be made to preserve existing trees and tree rows currently existing on the property. Consideration will be given to laying out streets, lots, structures and parking areas to avoid the unnecessary destruction of these wooded areas. Additionally, standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

2. Civic Space:

a. A 11.7± acre open space shall be provided on the east side of Johnstown Road as shown on the Preliminary Development Plan. This area shall be dedicated to the Village as a public park. The area is currently encumbered by a cellular tower lease. Upon the dedication of this area to the Village, the developer shall assign its lease to the Village as the owner of the underlying fee interest. The design, construction, and use of the park area shall be determined by the Village upon obtaining ownership of the park.

b. A 5.3± acre neighborhood open space shall be provided around the pond as shown on the Preliminary Development Plan as a focal point and gathering place for the community and to service the recreational needs of the residents. This open space shall be owned and maintained by the subdivision homeowners' association.

c. The open space shall be landscaped and benches shall be provided.

3. Natural Features:

a. Specimen trees and significant tree stands in the Open Space shall be preserved where feasible.

b. A 30' landscape buffer shall be provided on lots ³⁰⁻³⁹~~51-60~~ inclusive, as shown on the Preliminary Development Plan. The landscape buffer shall include the installation of a wood four rail horse fence with welded wire mesh installed 4" east of the property line. The fence shall be painted or stained black to match the existing fence color. Within the 30' landscape buffer the developer shall install a combination of mature evergreen trees replanted/relocated from the interior of the property and deciduous trees. The placement of trees shall be field located to naturally augment the existing trees with an emphasis to screen the house and barn on the adjoining property to the east. The minimum caliper inches (measured 2' above ground level) for deciduous trees to be installed within the landscape buffer shall be 33" of deciduous trees. The number of evergreen trees to be installed within the landscape buffer shall be not less than 22, which shall be 5 - 6' tall at installation if new or taller if transplanted from within the property. No other fence type shall be permitted to be constructed or located within the 30' landscape buffer.

c. The property currently has a large number of mature evergreen trees. Prior to the removal or cutting of these trees to permit construction of the subdivision, reasonable efforts shall be expended to transplant such trees to open spaces and buffer areas throughout the property.

4. Street Trees:

a. Street trees shall be required on both sides of internal streets. Trees are to be maximum distance of thirty feet on center. Trees may be grouped, provided the quantity is equivalent to 1 tree per thirty feet or fraction thereof. This requirement may be waived in

areas where existing vegetation occurs. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the Final Development Plan for review and approval.

- b. All street trees shall be 2 ½ - 3" in caliper measured two (2) feet above the grade at installation.

5. Fences:

- a. Fences shall be used as temporary barriers during construction around vegetation and must be sturdy, at least 3 feet tall, and easy to maintain. All temporary fences must be removed prior to the issuance of a certificate of occupancy.
- b. Permanent fences are allowed as approved by the developer.
- c. A wooden four-rail horse fence with wire mesh backing shall be erected on the east property line also being lots number 51 - 60 inclusive.
- d. A fence may be erected along the north boundary of the property pursuant to a private agreement between the developer and those adjoining owners.
- e. No fence shall be constructed or maintained in any flood plain or forward of any building line.

6. Preservation Zones:

- a. Several preservation zones are located as shown on the Preliminary Development Plan. No structure or building shall be placed upon, in or under the area designated "Preservation Area" hereon, nor shall any work including but not limited to grading and clearing be performed thereon which would alter the natural state or topography of such areas or damage any of the trees or vegetation thereon including but not limited to planting and mowing of turf grasses, provided that the use of hand tools for the removal of debris and dead woody vegetation shall be permitted. Special permanent 18" tall markers shall be placed on each side lot line marking the edge of the 'Preservation Area'. A temporary construction fence will be installed by the individual home builders 20 feet from the rear foundation wall of each house during construction or on the edge of the Preservation Zone in the extent

such zone is located less than 20 feet from the house foundation and will be removed after all construction activity has been completed. The provisions of this paragraph shall be included as a plat note on the preliminary and final plat of the subdivision.

E. Dumpsters, Lighting, Outdoor Display Areas and/or other Environmental Commitments

1. Lighting:

- a. Landscape lighting shall be used to provide for safety and ingress and egress only. Fixture lamps shall be incandescent and shall be shielded by planting or other methods.
- b. One photocell post lamp shall be installed for each residential unit in the front yard adjacent to the walkway.
- c. The standard Holophane Granville Series Acom street light fixture or equal shall be utilized at street intersection. The standard pole shall be the Hapco stick pole with a split decorative base or equal. Finish of the fixtures shall be in Black. (Refer to street light fixture detail in Section 3, Figure 2 of the General Development Standards). Other light fixtures may be used subject to approval by the Village of New Albany Planning Commission.

F. Graphics and Signage Commitments

The development shall utilize standard Village of New Albany street and regulatory signage. Other signage may be used subject to approval by the Village of New Albany Planning Commission.

G. Miscellaneous Commitments

1. Pre-fabricated storage buildings are prohibited.
2. Utilities: All proposed utilities shall be placed underground. Utility easement location and width shall be determined at the time of platting.
3. Other Property
 - a. This property is being developed pursuant to a density transfer from an 8.043± acre tract located at 6399 Evans Road. The applicant shall file and diligently prosecute a rezoning to the I-

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2. Variance and Appeals Process. The procedures and requirements of Chapter 1113, Appeal and Variances, of the Codified Ordinances of the Village of New Albany shall be followed in cases of appeals. Requests for variance shall be heard by the Planning Commission.

TIDEWATER ARCHITECTURAL REVIEW COMMITTEE

APPLICATION FOR ALTERATION/MODIFICATION

Your Alteration/Modification application must be submitted and APPROVED before you begin your project. Please check your Tidewater Governing Documents for specifics and note that any alterations/modifications must be approved by your Association. This review and approval process applies to all **exterior** modifications, alterations, or enhancements to the existing home or property.

We cannot approve any application submitted without adequate information and it will be returned without review and approval. Please complete the following information with checklist and submit this form in PDF or other electronic format by email to tidewaterhoa@gmail.com and to our property manager at LEHilfiker@rpmanagement.com.

NAME _____ **DAYTIME PHONE** _____

ADDRESS _____

EMAIL _____

TYPE OF ALTERATION/MODIFICATION (S) REQUESTED:

Estimated completion date for project(s): _____

(must be completed within 30 days of approval)

Date Request Received _____

Date Request Approved / Denied: _____

Alteration/Modification [has] [has not] been approved [as submitted] [subject to conditions noted below].

Signature of Association Director, Agent, or Committee Officer _____

Note(s): _____

Be sure to read the governing documents for Tidewater and complete the attached checklist before you submit your application for approval. Any application that deviates from the approved plans will be inspected by the Association for compliance. **Please allow at least 30 days for reviews to be completed.**

After you have received your approval from the Association, contact the appropriate New Albany agency receive any permitting required. New Albany may require an approval letter from the Association and a site plan depicting your improvement on your lot/home.

ARCHITECTURAL REVIEW CHECKLIST

The Association reviews the site plans, architecture, landscape architecture and site engineering and approvals for all new structures and/or modifications or additions of existing structures. No construction or installation shall commence without prior written approval from the Association and all required government approval. This review process applies to all exterior modifications, alterations, or enhancements to the existing home or property.

The following is a schedule of information required at each review. Only complete submittals will be considered.

- ☐ Complete copy of the Alteration/Modification Application.
- ☐ Submit in PDF or other electronic format showing complete building and site plans with specifications for the building and other permitted structures.
- ☐ Clearly marked site survey showing the location of the proposed improvement.

The Architectural Plans shall include (additions or structural changes):

- ☐ Floor plans for all floors subject to modification or alteration
- ☐ All exterior elevations at minimum showing height dimensions, roof pitches, materials and colors to be used.
- ☐ Selection of all exterior materials and finishes.

Landscape Design Review

- ☐ Submit PDF or other electronic format showing landscape drawings and specifications.
- ☐ Landscape Plan should show, as appropriate:
 1. Existing and proposed trees.
 2. Proposed tree/vegetation removal.
 3. Patios, terraces, retaining walls and screen walls with dimensions and height where appropriate.
 4. Pool/screen enclosures.
 5. Pool, air conditioning, and irrigations equipment and method of screening.
 6. Utility meters, air conditioning condensers and method of screening.
 7. Low voltage landscape lighting with fixtures and transformer types and locations.
 8. Location and construction methods, materials, and colors for all paved areas and decks which are not indicated on Site Plan.
 9. Playground equipment.
 10. Plant materials list.

Satellite Dish Request

The satellite dish should be installed in the side yard or rear of home attached to home or in mulch bed. Note: Satellite dish is to be of natural color and not to exceed 18 inches in diameter. Please submit the following checked items for Satellite Dish Review

1. Site plan submitted showing location of satellite dish on property
2. View of satellite dish to be hidden by landscape screening as well as proposed landscaping
3. Other: _____

☐ New Albany Approvals and/or Permits obtained by Requestor: Date: _____