

Reserve At Scioto Bluff Subdivision Guidebook

and

Rules and Regulations

DECEMBER 1, 2022

WELCOME LETTER

Welcome to Reserve At Scioto Bluff located in Powell Ohio. We are very glad you have chosen Reserve At Scioto Bluff as your new place of residence. Reserve At Scioto Bluff is one of the premier large acreage communities in Delaware County Ohio offering a unique enclave of 18 Lots that will accommodate a variety of home types and sizes.

Everyone in Reserve At Scioto Bluff takes great pride in our neighborhood. Like you, we came here for a safe and beautiful place to live, raise our families and enjoy life.

This guidebook contains some quick references to some of the frequently asked questions and also includes the Rules and Regulations for the community, which may be amended from time to time. Whether you are new to the area or have lived here a while, we hope this guide will provide you with valuable information in an easy-to-use format.

As you can imagine, there is no way to answer all possible questions that might arise. In addition to this guidebook, all homeowners are provided a copy of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments For The Reserve At Scioto Bluff (the Covenants) governing documents at the time they purchase their Lot or home.

Lastly, as a resident of Reserve At Scioto Bluff you are members of the Reserve At Scioto Bluff Homeowners' Association, Inc. (the "HOA" or "Association"), an association comprised of all of the Lot owners in the community. The association is governed by a Board of Directors (the "Board" or "Board of Directors"). Initially, during the development and construction of the Reserve At Scioto Bluff, the members of the Board will be appointed by Principle Real Estate Development, LLC, hereinafter referred to as the "Developer". Once construction and development of the community is completed, the Developer will turn over the HOA to the homeowners, and the owners will elect the members of the Board.

Once that turnover occurs, the Board will be made up of three homeowners, like you, who live in Reserve At Scioto Bluff and are invested in maintaining the quality of life in the community. Each Lot owner in good standing (one vote per Lot) is entitled to vote for the Board of Directors at the annual HOA meeting, which is usually held in the second quarter of each year at a date and time designated by the Board of Directors. Anyone who is a Lot owner, in good standing, is eligible to run for the Board. Pursuant to our governing documents the Board of Directors are elected for one-year terms.

Rules & General Questions - For rules compliance questions, architectural control requests, and general questions regarding your community please contact the Developer.

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BOARD OF DIRECTORS RESPONSIBILITIES

After the turnover date, every year the Directors will end their term at the annual meeting. Three Directors will then be elected at this annual meeting for all homeowners. This election will be announced via mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to receive notice. Any homeowner may nominate someone, including themselves for consideration. To vote for Directors, a homeowner must not be delinquent in their payment of assessments.

The Board of Directors:

- Appoints and/or serves as the Design Review Committee, which reviews requests for exterior appearance changes, etc…
- Determines the amount of assessments;
- Contracts with service vendors;
- Votes on budgets and allocations of funds to be spent on updates, repairs and new projects;
- Communicates with the property management company, if applicable, and their representatives;

Only the Board of Directors or representatives from a property management company, if applicable, with authorization from the Board, may contact vendors, regulative or / governmental agencies or contractors regarding Reserve At Scioto Bluff matters.

This does not prohibit anyone from contacting any of these entities on their own behalf, for questions, concerns or requests for their property alone.

Any fees or costs associated with any request <u>NOT</u> made by the Board of Directors or the property management company at the Board's direction will be the responsibility of the person making the request.

No unauthorized person(s) may enter into any agreement on behalf of the HOA.

SAFETY SERVICES

Reserve At Scioto Bluff is located within Concord Township, Delaware County Ohio. Police services are provided by the Delaware County Sherriff's Department. **For emergencies, please call 911**. The non-emergency number for the police department is **(740) 833-2800**. Their office is located at 844 US-42 North Delaware, OH 43015 or 9.5 miles The Reserve At Scioto Bluff.

Fire and EMS services are provided by the Concord Township Fire Department Station No. 341. **For emergencies, please call 911.** The non-emergency number is **(740) 362-1600*.*** The station is located at 7990 Dublin Rd, Delaware, OH 43015 or approximately 2.2 miles from The Reserve At Scioto Bluff.

The best neighbors look out for one another, if you see something suspicious or unsafe, please contact the appropriate agencies.

JURISDICTIONS

- **Services**

Public School

Buckeye Valley Local School District
679 Coover Road, Delaware, OH 43015
(740) 369-8735

Buckeye Valley West Elementary School
4340 OH-257 South, Ostrander, OH 43061
(740) 666-2731

Buckeye Valley Middle School
683 Coover Road, Delaware, OH 43015
(740) 363-6626

Buckeye Valley High School
901 Coover Road, Delaware, OH 43015
(740) 363-1349

Concord Township Delaware County

Concord Township Administrative Office
6385 Home Rd., Delaware, OH 43015
(740) 881-5338
https://www.concordtwp.org/

Concord Township Zoning Inspector
Ric Irvine
6385 Home Rd., Delaware, OH 43015
(740) 881-5338
rirvine@concordtwp.org

Refuse Pickup – Recycling & Refuse
Rumpke
(800) 828-8171
www.rumpke.com

Water
DelCo Water Company, Inc.
6658 Olentangy River Rd, Delaware, OH 43015
(740) 548-7746
www.delcowater.org

United States Post Office
40 Grace Dr, Powell, OH 43065
(800) 275-8777

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COVENANTS

Lot owners are responsible for familiarizing yourself with the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments (Covenants) as recorded in Deed Book 2001 Page 1195 in the Delaware County Recorder's office. The Reserve At Scioto Bluff Homeowner's Association, Inc. has no responsibility of informing you of all jurisdictions' laws, rules, and regulations that are applicable to you and encumber your property. For purposes of these Rules and Regulations the term "Developer" refers to Principle Real Estate Development, LLC and the term "Common Elements" refers to the areas within the subdivision that are maintained by the HOA as referenced in the Covenants.

HOMEOWNER'S ASSOCIATION MAINTENANCE ITEMS

The association maintains the following common elements within the subdivision:

- The landscaping maintenance of the entryway features.
- The maintenance of the cluster mailbox facility which includes keeping the concrete pad from Scioto Bluff Court reasonably free of ice and snow accumulation.
- The mowing of the area between Butts Road and the sidewalk .
- The maintenance of the landscaping contained within the common areas.
- The maintenance and replacement of all custom traffic signs.
- The mowing and maintenance of the detention and retention basins.

HOMEOWNER'S ASSOCIATION ANNUAL ASSESSMENTS

Property owners are notified annually regarding assessments and are subject to change by the Board of Directors per the budgeted expense needs for the year of assessment

USE OF AREAS MAINTAINED BY HOMEOWNER'S ASSOCIATION

All areas of The Reserve At Scioto Bluff that are maintained by the association are located on private property and are not available for use by residents of the subdivision or the public.

SNOW PLOWING

Concord Township is responsible for plowing Scioto Bluff Court.

HOMEOWNER PROPERTY

Each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence.

ARCHITECTURAL CONTROL

Property owners should refer to the Design Guidelines for The Reserve At Scioto Bluff for guidance on the architectural requirements that will be maintained within the subdivision.

Any changes or additions to the exterior of your home or Lot must be approved by the Design Review Committee prior to any work being done. Examples would be decks, patios, changes or additional fencing, storm door, satellite dish, paint colors or any other change to the exterior of your home. This is done by submitting a request for approval to the for exterior improvement and submitting all plans, pictures, specifications, drawings to the Design Review Committee. Your request will be reviewed, and a decision notification will be sent back to you. Please allow at least ten (10) days for processing. Written approval is required before any work can begin.

Work that has started without the approval of the Design Review Committee will be required to cease until plans for the improvements have been approved by the Committee. If the changes or additions do not meet the approval of the committee, then the changes or additions will need to be brought into compliance at the owner's expense.

All building and zoning regulations of Concord Township and Delaware County Ohio apply to every lot in Reserve At Scioto Bluff.

Call 811 before you dig. Ohio Utilities Protection Services contractors will be out to your property within 3 days to place flagging on any areas with underground cables. www.oups.org

TRASH AND RECYCLING

All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street on days when refuse collection occurs or as otherwise permitted by the Rules; provided that trash cans and other waste containers may not be placed near the street earlier than 6:00 pm the day before the scheduled collection day and must be removed within twenty-four hours after the scheduled collection day.

Contact Rumke at (800) 828-8171 or access their website for questions or calendars on garbage collection days or to report your trash not being picked up on the appropriate day. http://www.rumpke.com

Any spills, including from weather or animals, are the responsibility of the homeowner to clean up immediately.

SIGNS

Permitted Signs Include the Following:

(1) Sales, marketing, construction or leasing related signs installed by the Developer or builders approved by the Developer while marketing the Lots for sale or rent;

(2) Street and identification signs installed by the HOA, a local governmental body having jurisdiction over the streets within the Subdivision or the Developer;

(3) One temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale or rent;

(4) Up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election; for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote,

(5) Subdivision and entry identification signage for the Subdivision; and

(6) Signs on the Common Elements as approved by the Board. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

(7) Residents may also place congratulatory signs, such as graduations, birth of child, retirement etc., for a maximum of two weeks. Signs advertising charitable organization events such as Peloton, festivals, fund raising etc. may be placed a maximum of 30 days before the event and removed with 3 days after the completion of the event.

ANIMALS

No Person may keep, breed, board or raise any animal, livestock, reptile, insect, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Elements, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s) but subject to the Rules. No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Without limiting the generality of the foregoing, no horse or other equine shall be permitted on any Lot or the Common Elements. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner’s Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Committee or Developer, which may be withheld in their sole and unfettered discretion.

NUISANCES

No noxious or offensive trade shall be permitted on the Property or within any building or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot. Without limiting the generality of the foregoing, the operation of ATV (all terrain vehicles), off-road bikes and go-carts on a Lot is specifically prohibited. These provisions shall not be construed so as to prohibit the Developer or any other builder of a residence in the Subdivision from construction activities consistent with reasonable or customary residential construction practices.

BUSINESS

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit (1) a “home office”, provided such use does not entail any non-resident employees working in the home on a regular basis, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence; or (3) during the construction and initial sales period, the use of Lots, including homes and other Improvements constructed thereon, and Common Elements for construction and sales purposes by the Developer and/or by builders approved by the Developer, including the construction and operation of sales models and/or trailers by the Developer and/or by builders of dwellings as approved by the Developer, in its sole discretion, until homes have been constructed on all Lots and all Lots with homes on them have been conveyed to bona fide residential home purchasers.

STORAGE

Except for the reasonably necessary activities of the Developer during the development of the Property (including the construction of dwellings or other Improvements by the Developer or any other builder approved by the Developer), no open storage of any kind is permitted.

HOTEL/TRANSIENT USES

No Lot or Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders, that is, rental to one or more Persons of only a portion of a dwelling on the Lot. All leases shall be in writing and shall be subject to the Covenants, the Rules and the other Association Governing Documents.

VEHICLES

The Board of Directors is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Subdivision. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules, this Covenants or the Association Governing Documents, the Board shall be authorized to cause the removal of any vehicle violating such Rules, the Covenants and/or the Association Governing Documents, from the Property including, but not limited to the Common Elements and the Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on, the Common Elements, on any street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view) except while loading, unloading and cleaning. The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight consecutive hours, and not more than ninety-six cumulative hours in any thirty-day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots or the development of the Subdivision by Developer or builders, employees and contractors approved by the Developer or by any builder approved by the Developer. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on any Lot, in front of any Lot subject to this the Covenants or on the Common Elements for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for anything other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten-person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

ANTENNAE

To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or on the exterior of any Improvement, without the prior written approval of the Design Review Committee. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of 18 inches in diameter or less shall be permitted provided, however, that, unless otherwise prohibited by federal legislation, no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Committee. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

UTILITY LINES

All newly installed utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

DRAINAGE AND GRADING

No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior consent of the Design Review Committee or Developer and, if required, the applicable governmental authorities. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Developer for the Subdivision, or any part thereof, without the prior written consent of the Design Review Committee or Developer and, if required, the applicable governmental authorities. The Association and its representatives and any governmental entity having jurisdiction over the Property and its representatives shall have the right to enter upon any Lot and any portion of the Subdivision and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

TANKS

No tanks for the storage of propane gas or fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except (1) propane tanks designed specifically for use to power a gas barbecue grill, (2) gas fire pits, This section shall not apply during the construction of any homes on Lots in the Subdivision or to any Lot containing a sales trailer of the Developer or any other builder approved by the Developer.

FENCING

Except as otherwise provided herein, no fencing, paneling, screening, or barrier, other than landscaping, may be constructed on any Lot except for those installed or approved by Developer or the Association or a those replacing one that was installed by Developer or the Association without the prior approval of the Design Review Committee. The Design Review Committee shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Committee, and must be approved by the Design Review Committee, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Design Review Committee in reviewing fence applications:

1. In no event shall chain link fencing be permitted. A specific fence standard or standards may be published, by the Design Review Committee action following the recordation hereof;

2. No fence or wall shall be constructed in excess of forty-eight inches (48”) above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of forty-eight inches (48”) for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed forty-eight inches (48”) above finished grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences shall not extend past the building line of the house. More specifically, fences cannot extend beyond the mid-point of the front and rear corners of the side elevations of the house.

4. Fences shall be constructed parallel to property lines where possible and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing), or (ii) set back not less than three feet (3’) from the property line. Fences shall not be erected in such a fashion as to “jog” around utility junction boxes unless such boxes are physically located straddling the property line; and

5. Notwithstanding the foregoing, the Design Review Committee may, in its sole and absolute discretion, approve the installation and construction of screening, paneling, landscaping, or other barriers, that are compatible and harmonious with the overall Subdivision, next to or otherwise adjacent to an approved patio, porch, and/or deck on a Lot for the purpose of screening said patio, porch, and/or deck from view.

SWIMMING POOLS

No above-ground pools are permitted. No in-ground swimming pool, hot tub or sauna, shall be permitted upon any Lot without the prior written approval of the Design Review Committee and applicable governmental entities, if required.

COMPLIANCE WITH ZONING REQUIREMENTS

Certain provisions of the Covenants may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by the Covenants.

PARKING

On-street parking is permitted within the Reserve At Scioto Bluff at the designated locations.

MISCELLANEOUS RESTRICTIONS

Hunting and trapping of wild animals, fowl and game and the discharge of firearms of any type, including but not limited to rifles, pistols and shotguns, and/or the shooting or discharge of bows and arrows for any purpose are specifically prohibited within the Subdivision.

No clothing or any other household fabric shall be hung in the open on any Lot and no clotheslines or other outside drying or airing facilities shall be permitted.

No soil may be removed from a Lot for any commercial purpose.

EXTERIOR OF HOMES

Refer to the Design Guidelines of Reserve At Scioto Bluff for additional rules regarding home exteriors.

TREES

1. Clear cutting of Lots prior to construction is prohibited. Existing trees located within **ten feet** of the proposed construction impact area with a diameter of 6 inches or more (measured 42 inches above grade outside the building pad) must be noted on the site plan and landscape plan and shall be submitted with the construction plans. Specimens scheduled for removal must be included on plans and tagged at final stakeout. In no case shall trees with a diameter of 6 inches or more be removed without approval of the Design Review Committee. The Lot owner shall have the right to remove diseased, dead or damaged trees at any time.

   No tree of any kind shall be removed or cut down if the branches and trunk are not wholly on the Tract of the individual removing or having said tree removed unless the removal or cutting down of said tree is agreed to in writing by all owners of the Lots on which the branches and trunk of said tree are located.

Township zoning requires that a 10-foot landscaping buffer be maintained around the entire 12-acre boundary of The Reserve At Scioto Bluff subdivision. No tree removal is permitted within these areas except to remove diseased or dead material or without the express permission of the township and the Design Review Committee.

2. All Applicants and Participating Builders shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells, and to take other precautions in cases where fill is required around trees.

LAWNS

At no time shall grass constituting the lawn on a Lot with a dwelling or other structure constructed thereon be permitted to exceed six inches (6”) in height or such other lesser height as required pursuant local zoning or other governmental standards. Furthermore, at no time shall grass constituting the lawn on a vacant Lot exceed twelve inches (12”) in height. The HOA and the Developer, shall have the right but not the obligation to mow a vacant Lot on a recurring basis and bill the Owners of such vacant Lot for the cost of said mowing. All invoices shall be promptly paid by the Lot Owner within fourteen days from receipt.