

APPLICATION FOR ZONING MAP AMENDMENT
Wayne Township Zoning Office
P.O. Box 89—6050 N. Clarksville Rd.—Waynesville, OH 45068

Application for (check one):

- Zoning Change
- PUD
- Variance
- Conditional Use
- Temporary Zoning Permit

Office Use ONLY: Name of Applicant: _____ Date Filed: _____

1. Property Owner/Legal Title Holder (Name and Address):

John A. and Sherry Federle, 5615 Lytle Road, Waynesville, Ohio 45068

Primary Phone: () _____ Mobile Phone: (513) 315-6542 _____

2. Agent for the Property Owner (if Applicable): Choice One Engineering Corporation, Michael Seeger, 203 West Loveland Avenue, Loveland, Ohio 45140

Primary Phone: (513)-239-8554 _____ Mobile Phone: _____

3. Legal Description of Property to be Reclassified (include acreage and road frontage): 40.7003 acres currently owned by John and Sherry Federle, with the additon of 1.29 acres currently owned by Thomas E. and Lisa Patton will be included in the Village Transition PUD. Approximately 300 +/- feet of road frontage along Lytle Road. See attached exhibit.

4. Property Fronts on the Following Roads: The proposed Subdivision containing approximately 40 Lots will front on Lytle Road to the east. The proposed subdivision will also connect to White Rose Drive. A stub street will be provided to the west property that could potentially be developed in the future.

THIS APPLICATION MUST BE EITHER ELECTRONICALLY OR LEGIBLY COMPLETED AND FILED IN TRIPLICATE WITH THE TOWNSHIP ZONING INSPECTOR FOR PRESENTATION TO THE TOWNSHIP ZONING COMMISSION; THIS APPLICATION MUST BE ACCOMPANIED BY THE APPROPRIATE FEE (SEE FEE SCHDULE)

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5. Property is Currently Zoned For: The property is currently zoned R-1 (Residence Single Family Zone) with a Village Transition PUD Overlay District. _____

6. Request Property to be Changed to Zone: The property will move to the Village Transition PUD.

7. Reason for this Application: The current R-1 property will be rezoned to the Village Transition PUD to help the more dense .30 acre +/- lots within the Village, evolve to the minimum 0.50 acre lots provided in the Federle Subdivision. This transition will continue as the lot size increases, on up to the largest lots, which are approximately 1.50 acres +/- . The smaller lots that are currently established in the Village of Waynesville, Rosewood Meadows, will transition out into the township as lots become larger and larger. Depicted on the layout of the proposed development you will see the 0.50 acre lots are close to the Village and then grow in size as you move further away from the Village Corp lines. These lot sizes are also possible due to the availability of water and sanitary sewer.

8. FULL List of Adjoining Property Owners (within 500 ft. of property):

NAME	Mailing Address
See attached spreadsheet _____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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9. I, the undersigned, attest that no previous application for zoning map amendment has been made during the 12-month period preceding the submission of this request and, affirm that all information is supplied by me, is true and correct.

Print Name: John A. Federle _____ Check: Owner Agent

Signature: John A Federle Date: 6/4/2018

<p>For Zoning Commission Use Only:</p> <p>Date of Legal Notice: _____ Date Forwarded to WCRPC: _____</p> <p>Action of Planning Commission:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date of Public Hearing: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>Date Forwarded to Township Trustees: _____</p> <p>Action of Township Trustees:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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MARKL DANIEL A & TERRI J	8226 LYTLE TRAILS RD	WAYNESVILLE OH 45068
DONALDSON WAYNE A & SHARRON W	8246 LYTLE TRAILS RD	WAYNESVILLE OH 45068
LEOPOLD JASON M & KELLY	8264 LYTLE TRAILS RD	WAYNESVILLE OH 45068
ARNOLD ERIC B & CANDACE L	8274 LYTLE TRAILS RD	WAYNESVILLE OH 45068
DIETZ KENNETH D & JANAVIES	8320 LYTLE TRAILS RD	WAYNESVILLE OH 45068
URBAN HAROLD R & CLARA J	8346 LYTLE TRAILS RD	WAYNESVILLE OH 45068
FOLEY JEREMY M	8259 N LYTLE TRAILS RD	WAYNESVILLE OH 45068
BLEVINS KERRY	8293 N LYTLE TRAILS RD	WAYNESVILLE OH 45068
HENSLEY JAMES R & SUSAN	2649 O'NEALL RD	WAYNESVILLE OH 45068
LAUFERSWEILLER DANIEL C & PATRICIA	8347 LYTLE TRAILS RD	WAYNESVILLE OH 45068
GARAFOLO ANTHONY III	5197 LYTLE RD	WAYNESVILLE OH 45068
EDWARDS DONALD & BARBARA	5197 LYTLE RD	WAYNESVILLE OH 45068
DUERR THOMAS R	PO BOX 115	WAYNESVILLE OH 45068
MICHENER PAUL B. & JANE	5565 LYTLE RD	WAYNESVILLE OH 45068
WHITNEY HOLLIE	5563 LYTLE RD	WAYNESVILLE OH 45068
CASTOR TODD E & ANDREA L	5567 LYTLE RD	WAYNESVILLE OH 45068
KIDD GEORGE C	5517 LYTLE RD	WAYNESVILLE OH 45068
RIKE LINDA A	5487 LYTLE RD	WAYNESVILLE OH 45068
FENLON WILLIAM G & LINDA TRUSTEES	PO BOX 372	WAYNESVILLE OH 45068
HENDERSON JON T	PO BOX 720	WAYNESVILLE OH 45068
JOHNSON MATTHEW W & JENNIFER R	3333 DEPOSIT DR NE	GRAND RAPIDS MI 49546
SCHEAR LONNIE D II & MEGAN M	980 CREEKVIEW DR	WAYNESVILLE OH 45068
NICK PETH A	PO BOX 580	WAYNESVILLE OH 45068
WAYBRO LLC	PO BOX 237	WAYNESVILLE OH 45068
ELLIS CUSTOM HOMES LLC	7620 PARAGON RD	DAYTON OH 45459
HENRY STEVEN T	919 CREEKVIEW DR	WAYNESVILLE OH 45068

Preliminary

Declaration of Homeowners' Association

1. Organization

- a. The Association shall be an Ohio not-for-profit corporation. The Association will operate as the homeowners' association that will provide maintenance, management and control of common areas and easements.
- b. The initial director of the Association shall be the Developer, until a time that the Property is turned over to the Association. At any time before Developer has sold one hundred percent (100%) of the Lots, the Developer may turn over control of the Association to the then current owners of Lots. The Developer shall be required to turn over control of the Association within 180 days after Developer has sold all Lots on the Property if the Developer has not already turned over such control.

2. Membership

- a. Each Lot Owner, upon acquisition of title of a Lot, shall automatically become a Member of the Association. Membership shall terminate upon the sale or any other disposition by such Member of his Lot, at which time the new Owner automatically shall become a Member of the Association.

3. Administration

- a. The administration of the Association shall be in accordance with the provisions of the Organizational Documents that are established when the Association is formed. Until the Developer has sold all Lots of the Property and on any additional real property that is subjected to this Declaration, the Developer shall be empowered to appoint a majority of the members of the board of Trustees of the Association. Prior to turnover, the Developer may arrange for management of the Association on a contract not to exceed a term of one year.
- b. During the development period, the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Developer. Developer reserves the right to relinquish such right to control at any time.

4. Assessment

- a. There is hereby established for the benefit of the Lot Owners of the Property an annual charge or assessment. The Annual Assessment shall be used exclusively to promote the recreational, health, safety, and welfare of the residents of the Property and the enforcement of the subdivision's Covenants and Restrictions. The assessments shall be assessable for future maintenance, upkeep, repair and replacement of such improvements to the extent the improvements are not accepted by public governmental authorities.

- b. The assessments shall also include, without limitation, the expenses for maintenance of the front entrance landscaping, all common open spaces, lighting, insurance premiums, operations costs, management of the Association, fees for legal and accounting services, mailing and postage.
- c. Each Lot Owner's share of the assessment shall be equal to the proportion of one to the total number of Lots then subject to this Declaration. Any lot owned by Developer without improvements thereon shall pay ten (10%) of the share of the Assessment otherwise payable on account of such Lot.
- d. The Developer or the Association shall budget for the current year's projected costs for landscaping, watering, maintenance, upkeep, repair, cleaning, insurance, taxes, management fees, organizational costs, legal costs for the enforcement of liens and Protective Covenants and Restrictions and any other costs reasonably foreseeable and established by Developer or the Association shall build up and maintain a reasonable contingency reserve and for the periodic maintenance, repair, and replacement of the Front Entrance.
- e. The annual Assessment shall determine the Association's budget and the amount of the Assessment for the immediately following year on or before January 15th and shall give written notice to all Lot Owners of the Assessment applicable to their Lot not later than February 15th. The failure of the Association to meet the time deadlines imposed herein shall have no effect on the obligation of owners to pay their proportionate share of the Assessment when determined. If during the course of the year, the board determines that the amount of the Assessment is or will be inadequate to cover any and all such costs described below, the board may adjust the amount of the Assessment by giving written notice to members not less than twenty (20) days before the effective date of the adjustment.

5. Lien for Assessment

- a. The Assessment shall be a lien on each Lot with priority over all other liens and encumbrances on any Lot or any part thereof, or interest arising after this Declaration is recorded, excepting real estate taxes and assessments, and liens of record in favor of any political subdivisions or governmental instruments of the State of Ohio, to the extent made superior by applicable law.
- b. Each Lot Owner, by acceptance of a deed or other instrument of conveyance for the Lot, shall be deemed to covenant to pay the payment of the Assessment to the Developer or to the association after the turnover.
- c. If the installment of the Assessments on any Lot is not paid within the period established by the Association pursuant to the Declaration, the amount thereof together with any interest, costs, penalties and reasonable attorney's fees shall constitute a lien on such Lot in favor of the Association.
- d. If the Association incurs any cost or expense for or on account of any item of maintenance, repair or other matter made necessary by wrongful or negligent act or omission of any Owner, such costs shall be borne by such Owner and not by the

Association, and if paid by the Association, shall be reimbursed to the Association by such Owner as an Individual Lot Assessment.

- e. No owner may exempt himself from liability for his share of the assessment by abandonment of his Lot.

6. Records of the Association

- a. The Association shall keep full and correct accounting records. The Association shall make available to all Lot Owners and holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request. All funds collected by this Declaration shall be held and used solely for the benefit of the Association and all of the Lot Owners.

7. Meetings of the Association

- a. The initial meeting of the Association shall be held by the Developer as soon as practicable after the incorporation of the Association. An annual meeting date shall be established by the Association upon turnover from the Developer. The majority of Lot Owners of the Association can request a special meeting of the Association.

8. Easements

- a. The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, removal, restoration, or servicing of any items in violation of the Protective Covenants and Restrictions.

9. Remedies for Breach of Protective Covenants and Restrictions

- a. Any breach of the Protective Covenants and Restrictions which are not corrected within seventy-two (72) hours of notification, shall be subject to a Five Hundred Dollar (\$500.00) fine per occurrence, payable to the Association, which may be secured by liens placed on the lot according to this Declaration.

10. Maintenance

- a. The Association shall make all repairs to all road signs in conformity with any requirements by Warren County/Wayne Township.
- b. The Association shall be responsible for mowing and maintenance of all vacant areas in the development. The individual Lot Owners are responsible for mowing and maintenance to his Dwelling Unit and property all the way to the asphalt of the road.

PUD Proposal Document

The intent of the Federle Subdivision Village Transition PUD is to establish a smooth transition from the densely populated Village to the less densely populated Wayne Township. Per Meetings with Warren County Regional Planning Commission, the layout, which contains smaller lots close to the Village and larger lots as you move out into the Township, meets the intent of the Village Transition PUD Overlay District. This allows for the development of a more rural experience for residents, which is consistent with the vision for the Wayne Township Village Transition PUD Overlay District.

- A) See Covenants and Restrictions provided as an attachment
- B) PUD Concept Plan states the standards requested in this section
- C) Property has been used for agricultural purposes as well as single family residential. Care has been taken to preserve the natural resource area. The existing stream will be maintained in an area owned by the Home Owners Association. There has also been a 25 foot conservation easement established on the rear of all properties that have existing vegetation that can be maintained to provide a buffer.
- D) The property will be developed as a single family residential subdivision. Each property will contain only one dwelling unit. Minimum square footages have been established for each lot on the PUD concept plan, as well as in the Covenants and Restrictions. The market will drive the maximum house size, as well as number of bedrooms to be provided. All lot minimums must be met.
- E) No Businesses will be permitted to be operated within this PUD.
- F) -The Wayne Township Fire Department is in the process of construction a fire station within 1.0 mile of the property. Chief Paul Scherer stated that responding emergency personnel would travel from the new fire house east on Old 70 and then North on Lytle Road to access the Development. Therefore, adequate fire coverage will be provided to the residents in this subdivision.
-Warren County Sheriff Office has been planning for the continued growth within their Jurisdiction and do not see any issues with the proposed development. Per Email from Sherriff Sims.
-Wayne Local School District is the in the design process for a new PK-6 building, which will increase the capacity of the district. We have reached out to Superintendent Dubbs to make Wayne Local Schools aware of the potential development.
-Warren County Sewer Department has reviewed the project and discussed their requirements. Sewer will be provided to this site and extended to the future developable properties.
-Waynesville Water will supply water to this development. Waynesville will also benefit from being able to loop a dead-end water main.
- G) The surrounding community will benefit from the proposed transition from the more densely populated Village of Waynesville to the less densely populated Wayne Township. Providing this transition will create an adequate buffer from the two entities. The addition of this subdivision will provide lots that will meet the needs of individuals who wish to live close to the schools and other Village amenities but feel they would like larger property to provide more space for themselves. The addition of these larger properties, with new homes will help to increase the nearby property values and attract families to the community.
- H) All items not covered in the PUD proposal document will be covered by the Concept Plan.