Council Agenda Item

Date: November 13, 2023

To: Doug Lewis, City Manager

From: Bill Parkinson, Finance Director

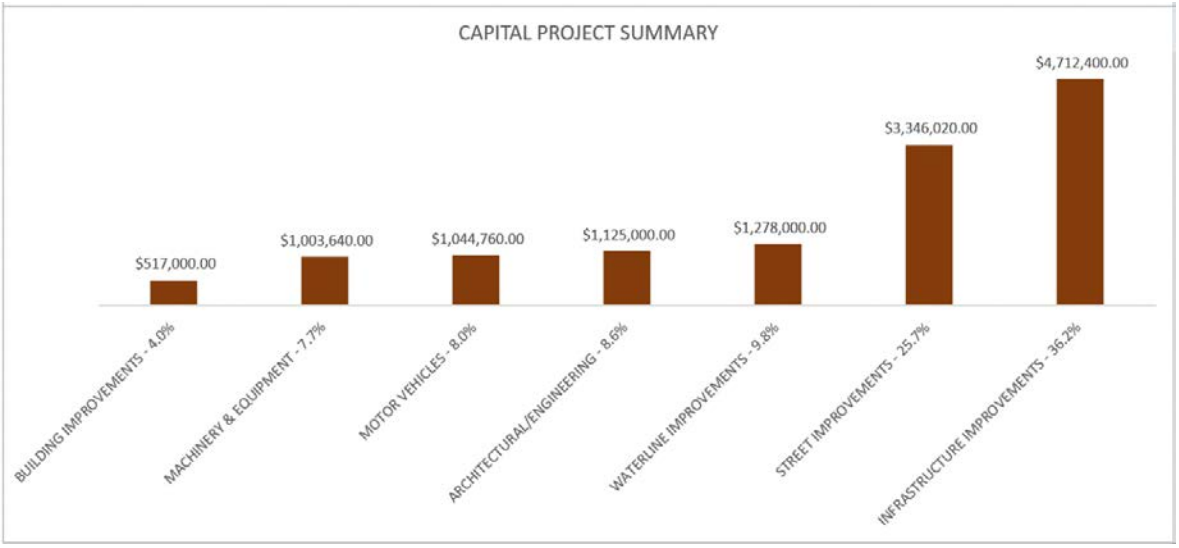
Topic: 2024 Budget

History: The budget chronicles the responsible management of Painesville taxpayers' dollars over the past several fiscal years and establish a prudent plan for the allocation and investment of revenues in fiscal year 2024. The main objective of this budget is to remain fiscally conservative while aggressively pursuing cost reduction, where possible, in order to maintain or improve the quality of life for the residents of the City. The budget complies with the provisions of Article IV, Section 3 of the City Charter is the City of Painesville's proposed operating budget for the fiscal year beginning January 1, 2024.

Financial: This legislation recommends an expenditure budget of $97,907,000 across all funds, which represents a 6% increase from the 2023 original budget. Even though the General Fund will have a $280,000 budget deficit in 2024, the administration was able to reduce the General Fund deficit for the second year in a row.

With respect to revenue, this legislation recommends a budget of $90,633,590 across all funds, which represents a 4% increase from the 2023 original budget.

The City is proposing to spend $13,026,820 on capital projects. The charts below outline the types of projects being proposed for 2024. The amounts below represents the expenditures for the total capital project budget of $13,026,820.



Recommendation: Three readings for the 2024 budget; November 20, December 4 and December 18.

Council Agenda Item

Date: November 14, 2023

To: Douglas Lewis, City Manager

From: Sarah A. Sitterle, Director of Planning

Topic: An Ordinance Amending the District Map and the Setback map referred to in Section 1113.03 of the Painesville Code of 1998 Rezoning Permanent Parcel Number 15-B-002-0-00-037-0 located at 160 S. St. Clair Street from R-2, Multi-family Residential District to DD, Downtown Development District.

History:
Currently, the subject property is vacant and formerly had a residential dwelling that was demolished by the Lake County Land Reutilization Corporation after a demolition permit was issued on October 29, 2019. The applicants, the City of Painesville, and Lake County Land Reutilization Corporation, are requesting to rezone the property to DD, Downtown Development. The proposed rezoning consists of 1 parcel, that is adjacent to a 3.3122-acre parcel owned by the City of Painesville. The City is working to reacquire the subject property. The subject property is planned to be included as part of the Payne & Payne Builders subdivision to be called Highland Park. The project location is on the former hospital site and former planned High Point Center development. Covenants for the High Point Center development will be amended to include provisions for single-family and townhouse units for the Highland Park subdivision.

An important aspect of the DD, District is the required covenants and restrictions that must be placed on the property as part of the rezoning. Section 1117.09 (b) of the Unified Development Code Special Provisions for Downtown Development District, requires that "deed covenants and restrictions shall be submitted to ensure that the project is constructed as a unified development project. The covenants and restrictions shall, at a minimum, establish the proposed unit sizes for each type of residential structure, design and architectural guidelines for structures and the site, and maintenance responsibilities. The applicant shall submit the necessary covenants, restrictions and agreements to the City for review and approval so that the City Planning Commission can make the determination that the project is developed as a unified development project." The Declaration of Covenants, Conditions and Restrictions (Covenants) for this site are attached for your review. A second step in the approval process is the requirement for a conditional use permit (CUP) for the residential development, should the rezoning be approved. The CUP would set forth the specific development and design for the site that would be in compliance with the Covenants as approved by the Planning Commission and subsequently City Council through this rezoning process. The Covenants will be binding upon any future development. Should the current project not proceed the covenants will remain in place as a requirement of any future development unless revised

by the City as the Declarant and approved by both the Planning Commission and City Council.

The site is adequately served by various City services, and other Departments have indicated they have no issues with the rezoning. Additionally, the change in zoning would not impact the adjacent properties, and there are currently no residents in the immediate vicinity. Staff believes the rezone would not significantly impact other businesses in the area.

Finance:
This Resolution will not impact the City's budget.

Purchasing:
No purchasing is required for this Resolution.

Recommendation:

The Downtown Master Plan recommends this area is used to establish an urban "living environment" creating new housing options directly connected to the town center; providing a gradual transition from the single-family neighborhoods to the downtown core; with single-family homes of a similar scale and composition to the existing fabric to reactivate important connections between the downtown, riverfront, and Lake Erie College. Staff is of the opinion that rezoning to the DD, Downtown Development District, with the proposed Covenants, Conditions and Restrictions, to allow this development would achieve all the direct objectives of the Downtown Master Plan. This rezoning would also be reasonable and in accordance with the purpose and intent of the Unified Development Code and the Comprehensive Plan.

Staff recommends approval of the requested rezoning to DD, Downtown Development District with the proposed Covenants, Conditions and Restrictions. This Ordinance can go three readings. A Public Hearing will be scheduled for December 18, 2023.

Council Agenda Item

To: Painesville City Council

From: Kristin Young, Human Resources Director

Date: November 27, 2023

RE: 167.07 - Classified Positions

History:

This purpose of this legislation is general housekeeping to Section 167.07 – Classified Positions. City Administration proposes the following Class Title changes. All position will remain in the current grade. This is specifically to address Class Titles.

- Administrative Secretary – Court will be changed to Executive Assistant – Court
- Administrative Secretary – Manager will be changed to Executive Assistant – Manager
- Laboratory Technician I/Administrative Secretary (WPCP) will be changed to Laboratory Technician I/Administrative Assistant

Financing:

There is no additional cost associated with this legislation.

Recommendation:

This legislation can go through the process of three (3) readings if City Council chooses.

Council Agenda Item

To: Painesville City Council

From: Kristin Young, Human Resources Director

Date: November 27, 2023

RE: Reclassification of Classified Positions

History:

This legislation addresses the reclassification and title change of two positions as a result of additional duties that will be added to the current positions:

- Communications Coordinator – currently Grade 10, change Class Title to Public Information Officer and reclass to Grade 12
- Administrative Secretary in the Department of Recreation and Public Lands – currently Grade 9, change Class Title to Administrative Specialist and reclass to Grade 10.

Financing:

The individuals in these positions will remain at their current rate of pay until their anniversary date. At that time, they will be eligible for advancement through the steps of the new grade. The impact to the budget is for these potential advancements and has been included in the 2024 draft budget.

Recommendation:

This legislation can go through the process of three (3) readings is Council chooses. The proposed changes are included with the 2024 draft budget and will not take place until after 1/1/2024 if approved.

Council Agenda Item

To: Doug Lewis, City Manager

From: Tony Zampedro, Assistant City Manager

Date: November 27, 2023

RE: Moratorium on New Establishments that sell or distribute electronic smoking devices and/or vapor products.

History:

In response to the growing concerns regarding the public health implications of electronic smoking devices and/or vapor emitting products, the Administration is proposing that we impose a moratorium on new retail establishments that sell vaping or distributed electronic smoking devices and/or vapor products.

The use of vaping products has become a topic of significant concern at the local, national and international levels. Studies have indicated potential health risk associated with vaping, particularly among younger demographics. While we are not trying to prohibit these establishments from opening in the City of Painesville, we are concerned about the number of establishments, as well as their size and location. As such, the moratorium will provide time for staff to review the zoning designation and establish regulations as to the size, number and locations of tobacco businesses within the City of Painesville.

The proposed moratorium is intended to be effective for a period of six (6) months, allowing a thorough examination and the development of informed and effective policies. At that time, we will make a recommendation to the City Council.

Financing:

There is no additional cost associated with this legislation.

Recommendation:

Staff is recommending that this legislation be passed on first reading to allow for the moratorium to be put in place immediately. Thus, we are recommending that 2nd and 3rd reading be waived and approved at this time.

Council Agenda Item

To: Doug Lewis, City Manager

From: Tony Zampedro, Assistant City Manager

Date: November 30, 2023

RE: Moratorium on New Establishments that sell or distribute Cannabis, including Medical Marijuana

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History:

In response to the approval of State Issue 1 legalizing recreational marijuana in Ohio and concerns regarding the public health implications of such products, the Administration is proposing that we impose a moratorium on any new or existing retail establishments that will seek to sell such products, including for medical purposes.

The public use of, and ready accessibility of such products has become a topic of significant concern at the local, national and international levels. There are also concerns about safety and security surrounding Marijuana Operations because of the risk of crime and other concerns with these types of businesses. While we are not trying to prohibit these establishments from opening in the City of Painesville, we are concerned about the number of establishments, as well as their size and location. As such, the moratorium will provide time for staff to review the zoning designation and establish regulations as to the size, number and locations of such businesses within the City of Painesville.

The proposed moratorium is intended to be effective for a period of six (6) months, allowing a thorough examination and the development of informed and effective policies. At that time, we will make a recommendation to the City Council.

Financing:

There is no additional cost associated with this legislation.

Recommendation:

Staff is recommending that this legislation be passed on first reading to allow for the moratorium to be put in place immediately. Thus, we are recommending that 2nd and 3rd reading be waived and approved at this time.

Council Agenda Item

Date: October 31, 2023

To: Doug Lewis, City Manager

From: Sarah Sitterle, Director of Planning

Topic: Resolution to Appoint John Bradley Deane as a Member of the Planning Commission

History: The Planning Commission (PC) is responsible for holding public hearing, and reviewing and make recommendations related to the amendments of the Unified Development Code, the Official Zoning Map, Conditional Use Permits, Major Subdivisions and approvals of Planned Unit Developments. The PC is comprised of five (5) electors of the City who shall be appointed by the Council for terms of six (6) years each. The Planning Commission shall organize and shall adopt rules and regulations for its own operation not inconsistent with general law or ordinance of Council. Any vacancy on the Planning Commission shall be filled for the unexpired term. Members now serving on the Planning shall serve out the existing terms. Members of Boards and Commissions appointed by City Council shall serve without compensation. John Bradley Deane, who is filling a current unexpired term on Planning Commission, was appointed as a member of the Planning Commission for a period of one year, beginning January 1, 2023 and ending December 31, 2023. He wishes to continue serving for a six year term beginning January 1, 2024.

Purchasing: None

Financing: None

Recommendation: It is recommended that this Resolution go three readings as the term does not begin until next year.

Council Agenda Item

Date: October 31, 2023

To: Doug Lewis, City Manager

From: Kris Young, Human Resources Director

Topic: Resolution to Appoint Jan Clair as a Member of the Civil Service Commission

History: The Civil Service Commission supervises exams for hiring and promoting personnel in the Painesville City Fire Department (PCFD) and Painesville Police Department (PPD). The Commission also serves as the Board of Review for all civil service classified personnel. The Civil Service Commission consists of three city residents appointed by City Council to serve six-year terms. The Commission is responsible for providing an eligibility list for entry level positions, recommendations for promotion/demotion, and recommendations for personnel issues to the City Manager who also serves as the Safety Director of the City. Jan Clair's term will expire on December 31, 2023. She has been serving on the Civil Service Commission since 2019 and wishes to continue serving for another six year term beginning January 1, 2024.

Purchasing: None

Financing: None

Recommendation: It is recommended that this Resolution go three (3) readings as the appointment does not go into effect until next year.

Council Agenda Item

Date: October 31, 2023

To: Doug Lewis, City Manager

From: Jeff Mchugh, Electric Superintendent

Topic: Resolution Authorizing Approval and Agreement with Updates to AMP's NPP Contract

History: Our municipal electric system is interconnected to the FirstEnergy transmission system, which is operated by PJM. PJM controls the regional generation and transmission grid ranging from Illinois to New Jersey. To take advantage of economies of scale for power scheduling, forecasting and short-term energy supply in PJM, AMP has aggregated its forty-three (43) members connected to the FirstEnergy transmission system into the Northern Power Pool.

The Northern Power Pool Agreement (NPP) provides the rules and methodologies for allocating among the Pool Participants, the charges and credits incurred by AMP for energy supply and transmission and generation delivery services.

The Northern Power Pool Agreement was last updated in 2011. During the past year it has become apparent that there are new charges and credits associated with the PJM settlement process that were not contemplated in the 2011 Agreement. Additionally, AMP has found a need to update the assignment of other charges/credits to match the methods in which AMP is invoiced.

This updated Northern Power Pool Agreement brings the contract up to date to formalize the way that the members are operating and invoiced for power supply and delivery costs.

Purchasing: Our power supply needs go through the NPP so we are a buyer and a seller.

Financing: Any costs would be part of our regular monthly AMP power bill.

Recommendation: We would recommend approval of the Resolution on first reading in order to execute the agreement and send it back to AMP. We would ask for suspension of the rules for immediate passage.

Council Agenda Item

Date: November 14, 2023

To: Douglas Lewis, City Manager

From: Sarah A. Sitterle, Director of Planning

Topic: A Resolution approving the Amended Declaration of Covenants, Conditions and Restrictions for the former hospital site known as permanent parcels 15-B-002-0-00-002-0, and 15-B-002-0-00-005-0, and 160 S. St. Clair Street known as permanent parcel 15-B-002-0-00-037-0 and authorizing and directing the City Manager to record said amended Declaration of Covenants, Conditions and Restrictions as deed restrictions on the property and declaring an emergency.

History:
The subject property known as permanent parcel numbers 15-B-002-0-00-002-0, and 15-B-002-0-00-005-0 is the location of the former Lake East Hospital that Lake Health left upon the construction of the Tri-Point Medical Campus in Concord Township. The Hospital System gave the property to the City of Painesville as part of grant agreement to demolish the facility. The City received a grant from the State of Ohio to demolish the building, creating a developable property. In 2014, the city entered into a Development Agreement with David Knott to create a mixed-use commercial and multi-family residential project on the site. The City rezoned the property to the DD Downtown Development District and placed covenants on the property that were to ensure the High Point development was implemented. Unfortunately, Mr. Knott was not able to execute his plan within the time frame required by the Development Agreement. The city retained control of the property, however, the Covenants, Conditions and Restrictions, which were based on the High Point plan remain recorded on the property.

The subject property at 160 S. St. Clair Street is vacant and formerly had a residential dwelling that was demolished by the Lake County Land Reutilization Corporation after a demolition permit was issued on October 29, 2019. The intended use of the property that is proposed to be rezoned from R-2, Multi-family Residential to DD, Downtown Development District, is to include the parcel in the adjacent potential residential development on the former hospital site.

The existing High Point Covenants do not permit single family lots or townhomes. Since the departure of the High Point developer, the city has explored several development concepts for the site. Most recently the city has looked to the create a residential development on this property that more closely matched the original concept included in the Downtown Master Plan. However, the recorded Covenants, Conditions and Restriction's do not permit any single family uses on this site. To execute a residential concept, the Covenants, Conditions and Restrictions must be amended for the former hospital site property, and the property at 160 S. St. Clair Street to be included within the proposed development.

Finance:
This Resolution will not impact the City's budget.

Purchasing:
No purchasing is required for this Resolution.

Recommendation:

The Staff has been working with the developer to make adjustments to the Covenants, Conditions and Restrictions (CCR's) that would permit the inclusion of single family and townhome development on the site. It is the Staff's opinion that these uses should be included regardless of whether the proposed development goes forward. The inclusion of the wider array of residential uses enables the city to work with a larger pool of potential development partners. It also provides for more fully implementing the proposed land use plan by the Downtown Master Plan.

The requirements for any commercial development or mixed-use development on the site will remain the same. The Amended Covenants, Conditions and Restrictions includes the standards for the development, the approval process and the architectural and design standards for single family and townhouses. The changes are found in the following sections:

1.6 The proposed new name is Highland Park

3.1 Permitted Uses includes Single family and Townhouses

3.5 includes a provision that above ground utilities may be permitted based on the development plan

4.2 Includes the same above ground provision as section 3.5

Article V now indicates that the existing standards in Section 5.1 to 5.16 are for the commercial and mixed-use development.

5.17 is added to establish the development standards for single family and townhomes

Article VI now indicates that the existing standards in Section 6.1 to 6.4 are for the commercial and mixed-use development.

6.5 references Exhibit B which sets forth the approval process for single family and townhome development

7.20 references Exhibit C which sets forth the Architectural and Landscape design standards for single family and townhomes.

The Downtown Master Plan recommends this area is used to establish an urban "living environment" creating new housing options directly connected to the town center; providing a gradual transition from the single-family neighborhoods to the downtown core; with single-family homes of a similar scale and composition to the existing fabric to reactivate important connections between the downtown, riverfront, and Lake Erie College. Other housing development proposals (i.e., Grand River Walk and Victoria Place) will provide additional housing options to the downtown, and similarly, this project will enhance the variety of housing choices and hopefully diversify the potential customer base.

The revisions to the Declaration of Covenants, Conditions and Restrictions are appropriate. The revision will not preclude the development of any portion of the site with Commercial or mixed-use should this proposed concept not prove to be successful. It will widen the pool of potential developers should this project not proceed. Staff recommends approval of the Amended Covenants, Conditions and Restrictions.

DOWNTOWN RESIDENTIAL DISTRICT DEVELOPMENT OPPORTUNITES

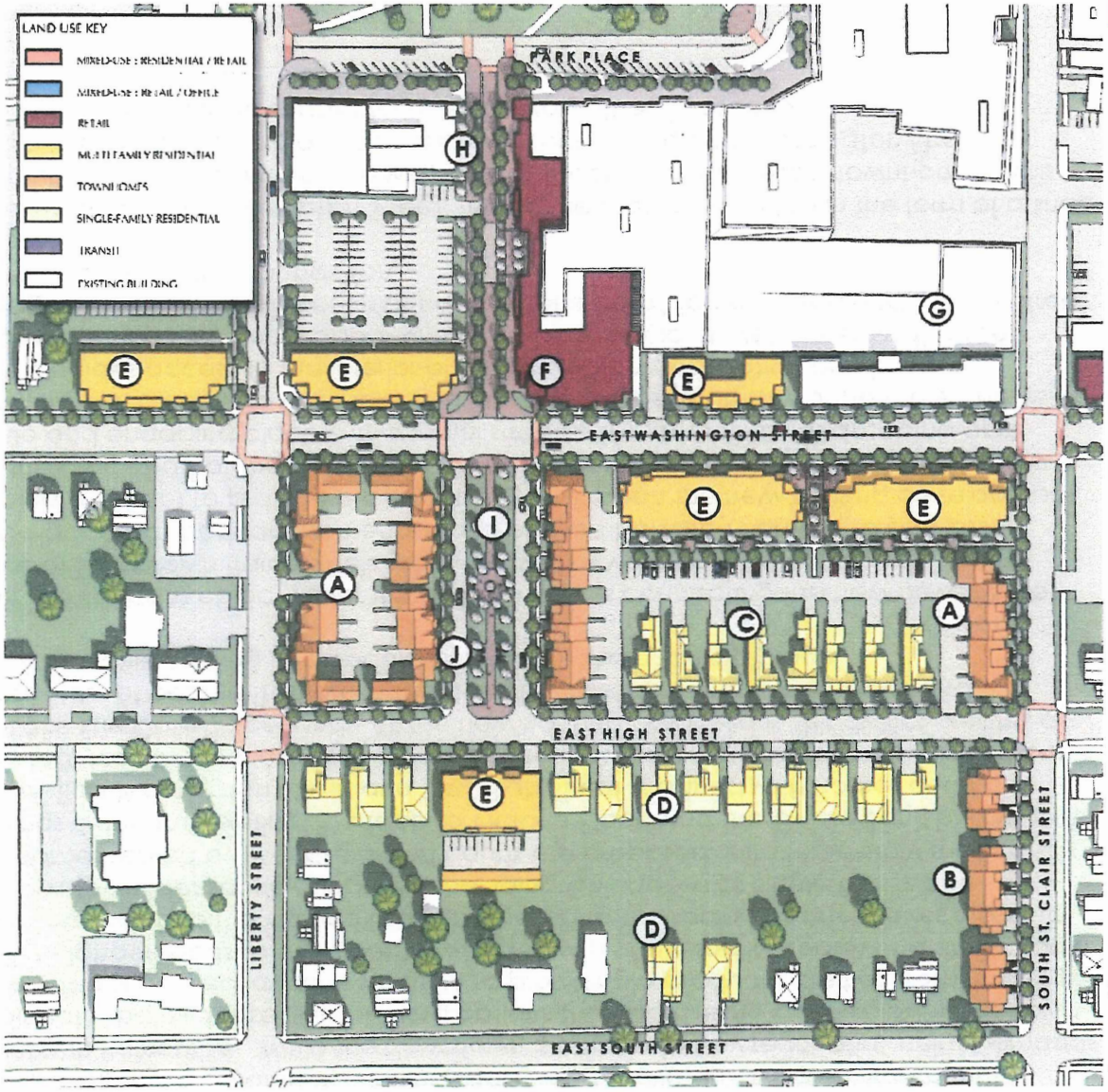
The main vision for this district involves establishing an urban "living environment" in Downtown Painesville. While the downtown is surrounded by residential neighborhoods, this district creates dense new housing options that are directly connected to the town center. The proposed layout is sensitive to providing a gradual transition from the single-family neighborhoods to the downtown core, with single-family homes of a similar scale and composition to the existing fabric proposed to the south. As one moves closer to the downtown, denser development including Chicago-style single-family and townhomes served by rear alleys and courts are proposed, with three-story multi-family buildings along the existing interface to Victoria Place and the Chase Bank building. As a result, East Washington Street and East High Street are lined with homes and front doors that reactivate these important connections between the downtown, riverfront and Lake Erie College beyond. All the new housing proposed in this district creates a critical mass of people that live in the downtown, supporting its businesses and amenities, while helping it to become a vibrant and enduring place.

Another important objective for this district involves connecting the new development to one of Downtown Painesville's greatest assets – Veteran's Memorial Park. A new limited-access pedestrian promenade is proposed between Park Place and East Washington Street to provide a direct linkage between the new housing development and the civic heart of the downtown. This new connection is envisioned to create a unique and engaging place with special streetscape amenities, landscaping and sidewalks that bleed into the street and cater to the pedestrian. Furthermore, this new street provides access to the interior of this large block, activating previously underutilized land with new opportunities for commercial development with street frontage. Storefront retail is envisioned to extend from Victoria Place and line the street to further activate this connection.

To the south of East Washington Street, this connection is extended in the form of a linear community park lined with a one-way pair of streets and three-story townhomes. This park space, along with an additional pocket park along East Washington Street, provides intimate public spaces for residents to gather, interact and enjoy.

Exhibit IX

2 DOWNTOWN RESIDENTIAL DISTRICT DEVELOPMENT OPPORTUNITES



PLAN KEY

- A 2-3 - story rear-loaded townhomes
- B 3-story front-loaded townhomes
- C 2-story rear-loaded single-family homes
- D 2-story front loaded single-family
- E 3-story multifamily residential building
- F 1-story infill retail expansion to line new street
- G Renovated parking garage
- H Limited access pedestrian promenade
- I New community park
- J New connector street (one-way pair)

DEVELOPMENT STATISTICS

Residential Development	
Multifamily flats/lofts	= 120 units
Townhomes	= 46 units
Single-family	= 22 units
Total Proposed Residential	**= 188 units**
Total Retail Development	**= 21,200 nsf**

Exhibit A

PAINESVILLE HIGHLAND PARK
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to the Declaration that was filed with the Lake County Recorder's Office on March 21, 2016 and which was assigned Document No. 2016R006747 is amended pursuant to the provisions of Article IX and it is hereby set forth that the City of Painesville is the Owner of more than 51% of the square footage of the area covered by these Declarations and that as AMENDED THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MADE by the City of Painesville, Lake County Ohio. an incorporated city AS OF _____, 2023 ARE AS FOLLOWS.

WITNESSETH

Whereas The City of Painesville ("City") is the owner of the total acreage available for sale known as the Highland Park situated in the City of Painesville, Lake County, Ohio which lands are more particularly described in Exhibit A, attached hereto and incorporated herein;

Whereas, this Amendment to the Declaration that was filed with the Lake County Recorder's Office on March 21, 2016 and which was assigned Document No. 2016R006747 is amended pursuant to the provisions of Article IX and it is hereby set forth that the City of Painesville is the Owner of more than 51% of the square footage of the area covered by these Declarations and that as AMENDED THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE NOW SET FORTH IN THIS AMENDED DECLARATION.

Whereas, the Declaration of covenants, Conditions, and Restrictions (CC&Rs) for the Painesville Highland Park is a recorded document which establishes terms and conditions for the development and use of property within the area described in Exhibit A. The CC&Rs run with the land and are legally binding on all property owners. The CC&Rs are intended to enhance and protect the value, desirability, and attractiveness of all lots to their mutual benefit.

Whereas The CC&Rs are consistent with or more restrictive than the provisions of the City of Painesville Codified Ordinance with respect to permitted uses and development standards. To ensure compliance, the CC&Rs establish procedures for the review by the City of plans for any proposed development. The CC&Rs also establish procedures and responsibilities for maintenance.

NOW, THEREFORE, the City does hereby establish the following covenants, conditions, reservations, and restrictions upon which and subject to which all lots, sublots and portions of such sublets shall be improved or sold and conveyed by the City as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of land in Highland Park, or any interest therein, and shall inure to and pass with each and every parcel of Highland Park, and shall bind the present owner and the respective successors in

interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots and/or sublots, all of which are to be construed as restrictive covenants running with the title to such lots and/or sublets and with each and every parcel thereof. The Declaration of Covenants, Conditions, and Restrictions are described as follows:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TABLE OF CONTENTS

Recorded in Official Records of Lake County, Ohio _____

This AMENDED Declaration, Made this day_____ of _____ 2023, by The City of Painesville, is made with reference to the following facts:

RECITALS

I. ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article l shall as used in this Declaration,
have the meanings herein set forth:

1.1 Architect
The term “Architect” shall mean a person holding a certificate to practice architecture in the state of Ohio.

1.2 Beneficiary
The term ''Beneficiary'' shall mean a mortgagee under a mortgage, as well as a beneficiary under a deed of trust

1.3 Declarant
The term “Declarant" shall mean the City of Painesville, an incorporated

community, and, to the extent provided in Article X of this Declaration, its successors and assigns.

1.4 Declaration

The term “Declaration'' shall mean this Declaration of covenants, Conditions, and Restrictions for Highland Park, as it may from time to time be amended or supplemented.

1.5 Deed of Trust

The term "Deed of Trust" shall mean a mortgage as well as a deed of trust.

1.6 Highland Park

The term "Highland Park" shall be synonymous with the term "subject property'' and "Painesville Highland Park " shall mean all of the real property now or hereafter made subject to this Declaration.

1.7 Improvement-Improvements

The term 'Improvement" or “improvements” shall include buildings, outbuildings, road, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind, whether above or below the land surface.

1.8 Lot

The term "Lot" shall mean a fractional part of the subject property as subdivided on subdivision or parcel maps recorded from time to time in the Office of the Recorder of the County of Lake, State of Ohio.

1.9 Mortgage

The term "Mortgage" shall mean a deed of trust as well as a mortgage.

1.10 Mortgagee

The term “Mortgagee" shall mean a beneficiary under, or holder of, a deed of trust, as well as a mortgagee under a mortgage.

1.11 Net Acreage

The term "Net Acreage" shall mean the total number of square feet of land of the subject property, less any square feet of land included in dedicated streets, roadways, parks, or natural open space.

1.12 Occupant

The term "Occupant" shall mean a lessee or licensee of an Owner, or any other person *or* entity other than an 0wner in lawful possession of a lot with the permission of the Owner.

1.13 Owner

The term "Owner" shall mean: (I) the person or persons holding record fee title to any portion of the Property, or (ii) the lessee of lessees entitled to occupy all of a Parcel under a lease. In the event that the ownership of the Improvements on any Parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the Owner of the Improvements shall be deemed an Owner hereunder and shall be entitled to act on behalf of the Owner or the land for all purposes hereunder.

1.14 Property Line

The term "property line" shall mean the boundary of every lot.

1.15 Record-Recorded Recordation

The terms 'Record', "Recorded, or Recordation" shall mean, with respect to any document, the recordation of said documented in the Office of the Recorder of the County of Lake, State of Ohio.

1.16 Sign

The term, "sign", shall mean any structure, device, or contrivance, electric or nonelectric, upon or with which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

1.17 Street or Streets

The term "street", or "streets" shall mean any street, highway, road, or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision or parcel map, or record or survey, whether designated thereon as street, boulevard, parkway, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.18 Subject Property

The term subject Property" shall be synonymous with the term "Highland Park" and each lot therein, and shall mean all of the real property now or hereafter made subject to this Declaration.

1.19 Visible from Neighboring Property

The term "visible from neighboring property" shall mean, with respect to any given object on a lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

II. ARTICLE II - SUBJECT PROPERTY

2.1 General Declaration

Declarant hereby declares that all of the subject real property located in the City of Painesville, County of Lake, State of Ohio, and more particularly described in Exhibit "A' is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restrictions set forth herein are declared and agreed to be in furtherance of a specific plan for the Subject Property, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subject Property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the Subject Property now or hereafter made subject to this Declaration for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

III. ARTICLE III - REGULATION OF OPERATIONS AND USES

Highland Park shall have specific permitted uses, as more fully set forth below. Such approved uses shall be performed or carried out entirely within a building (except as may otherwise be permitted by the CCRs) that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other lots or property, such as, but not limited to, sound, vibration, air or water pollution, dust, emission of odorous, toxic, or nontoxic matter (including steam), nor create a potential for other hazards.

3.1 Permitted Uses

Highland Park is designated for certain retail, business and residential uses. The Highland Park is included within the Downtown Development District. The purpose of the Downtown Development District is to provide a location for a greater Intensity of development which permits a variety of commercial, business, cultural and recreational activities as a focal point of the community in accordance with the Downtown Master Plan and to encourage flexible zoning guidelines and site design criteria. A use not listed in permitted uses that ls similar in nature to other uses permitted or due to new and emerging businesses or industries may request in writing from the Declarant a similar use determination to allow for an appropriate use. The applicant will be notified in writing, when a similar use determination has been made and if the use is permitted.

Permitted Uses:

a. Retail stores
b. Restaurants
c. Offices, subject to the requirements of the Downtown District
d. Theaters
e. Bars and Night clubs
f. Motels and Hotels
g. Barber and beauty shops and similar personal services
h. Bakery
i. Day care centers
j. Financial Institutions
k. Personal services
l. Printing and publishing
m. Professional offices, general or medical
n. Residential uses as permitted in B-2 District-Market rate housing
o. Dormitories and Student Housing
p. Single family Housing units
q. Townhouses containing not more than 4 units

Conditional Uses:

a. Similar uses as determined by the Planning Commission

3.2 Condition of Property

The owner or Occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply as its own expense, in all respects, with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and directives; and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever which may accumulate upon such lot.

3.3 **Maintenance and Repairs**

Each Lot and all Improvements thereon, including, on site drains, shall at all times be constructed, kept, and maintained by the Owner or Occupant of the lot in first-class condition, repair, and appearance as other owners of high-class properties of similar class and construction in Lake County. All repairs, alterations, replacements, or additions to Improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs shall be measured by the same standard as set forth above for the original construction and maintenance, and shall be in compliance with the Design Standards

3.4 Refuse Collection Areas

All outdoor refuse collection areas shall be completely enclosed and screened by a constructed wall of masonry to match the exterior building materials not less than six (6) feet by eight (8) feet. No refuse collection areas shall be permitted between a street and the front of a building for any commercial or mixed use. Residential uses may be permitted to provide collection between the street and front of the building if no rear access is available.

3.5 Public Utilities

Declarant reserves the sole right to grant consents for the construction and operation of public utilities including, but not limited to, street railways, or public transit, poles or lines for electricity, telephone or telegraph, above- or below-ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the subject property may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements, including but not limited to grading, seeding, tree planting, sidewalks, paving, sewer, and water installation, whether it be on the surface or subsurface, and no owner or occupant shall enter into any contract or agreement without Declarant's prior written consent. Declarant reserves the exclusive right to approve above-ground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction or for permanent installation for single family units when specific site conditions warrant.

3.6 Utility Lines and Antennas

No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave, or radio signals, shall be constructed1 placed or maintained anywhere in or upon any portion of the subject property other than buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television microwave, or radio signals shall be placed on any building or other improvement within the subject property unless

(i) such antenna shall be so located that it cannot be seen from any point at the ground level of the subject property, or (ii) the consent of Declarant shall first be obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction

or repair of buildings on the subject property.

3.7 Excavation

No excavation of the subject property or any lot therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled, and restored to its original condition.

3.8 Special Design Areas

The portion of the Highland Park property facing the intersection of East Washington Street and Liberty Street High shall receive special design consideration that will require design and construction of the high quality to exemplify the image and quality of the Highland Park. This portion of the site is highly visible and the focal point of the Highland Park.

3.9 Other Operations and Uses

Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

IV. ARTICLE IV - CONSTRUCTION OF IMPROVEMENTS

4.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the Declarant. Such final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant, or both, of the lot, or the authorized agent thereof. Such plans and specifications for any commercial and mixed use development shall be prepared by a certified architect or civil engineer in such form and shall contain such information as may be required by the Declarant, but shall in any event include the following:

4.1.1 A site development plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular lot (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, and the number and location of all parking spaces and driveways on the lot;

4.1.2 A landscaping plan for the particular lot and an overall landscape plan for the master development to ensure uniformity

4.1.3 A plan for the location of signs and lighting; and

4.1.4 A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to, and approved by the Declarant.

4.1.5 Such plans and specifications for any residential or townhouse development shall be prepared by a certified architect or civil engineer in such form and shall contain such information as may be required by

the Declarant, but shall in any event include the following:

4.1.5.1 Plat indicating the proposed subdivision of the property and phasing, if any.

4.1.5.2 Site plans of each individual lot or townhouse structure indicating at a minimum boundary of the lot and dimensions, total square footage of proposed structure and units if applicable, setbacks with dimensions, utility connections, total lot coverage of any impervious surfaces and generalized landscape plan.

4.1.5.2 A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to, and approved by the Declarant.

4.2 Basis for Approval

Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other rooftop installations, and conformity with the intent of this Declaration. No plans will be approved which do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings, and the complete visual screening of all transformer, terminal, electrical and KVAC equipment. Declarant reserves the exclusive right to approve above-ground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction or for permanent installation for single family units when specific site conditions warrant. Except as otherwise provided in this Declaration, the Declarant shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

4.2.1 Failure to comply with any of the restrictions set forth in this Declaration;

4.2.2 Failure to include information in such plans and specifications as may have been reasonable requested by the Declarant.

4.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure

4.2.4 Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;

4.2.5 Objection to the location of any proposed structure with reference to other lots;

4.2.6 Objection to the grading or landscaping plan for any lot;

4.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;

4.2.8 Objection to the number or size of parking spaces or to the design of the parking area; or

4.2.9 Any other matter which, in the judgement of the Declarant would render

the proposed improvements or use inharmonious with the general plan for improvement of the subject property, or the Design Standards which Declarant may promulgate from time to time, or with improvements located upon other lots or other property in the vicinity.

4.3 Result of Inaction

If the Declarant fails either to approve or disapprove plans and specifications submitted to it for approval within forty- five (45) days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications; provided, however, that if, within the forty-five (45) day period, the Declarant gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of such reasonable period of time as is set forth in the notice.

4.4 Approval

The Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Upon approval by the Declarant of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

4.5 Proceeding with Work

Upon receipt of approval from the Declarant, pursuant to Section 4.4, the Owner or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, and alterations. In all cases, work shall commence within one (1) year from the date the owner acquires title to the property, and if work is not so commenced, approval shall be deemed revoked, unless the Declarant, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

4.6 Completion of Work

Any improvement commenced pursuant hereto shall be completed within one (1) year from the date of the Declarant's approval of the plans and specifications therefore, except for so long as such completion is rendered impossible, or unless work upon the proposed improvements would impose a great hardship upon the Owner or Occupant to whom the Declarant's approval is given, due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of Owner Occupant. The Declarant may, upon written request made and received prior to the expiration of the one (1) year period, extend the period of time within which work must be completed. Failure to comply with this Section 4.6 shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article XII.

4.7 Declarant Not Liable

Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed

by any person on account of:

4.7.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;

4.7.2 The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

4.7.3 The development of any lot within Highland Park.

4.8 Construction without Approval

If any improvement shall be erected, placed, or maintained upon any lot, or the exterior design thereof, or any new use commenced upon any lot, other than in accordance with the approval by the Declarant pursuant to the provisions of this Article IV., such alteration., erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration; upon written notice from the Declarant, any such improvement so altered; erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article XII.

V. ARTICLE V- DEVELOPMENT AND SITE PLANNING STANDARDS

Commercial and mixed-use development shall comply with the following standards set forth in Sections 5.1 to 5.16.

5.1 Site Planning Standards

The following Site Planning Standards are established in order to ensure that the Highland Park is developed as a high-quality development in collaboration with the Downtown Design Review District Standards and the Downtown Master Plan of the City of Painesville.

5.2 Building Site Coverage

The maximum building coverage of all buildings, including accessory buildings but not including parking structures or surface parking shall not exceed 75 percent of the gross lot area.

5.3 Landscape Coverage

A minimum of at least 15 percent of the area within the property lines of a development site shall be devoted to landscape materials (for additional landscape requirements, see Landscape Standards Section 7.4).

5.4 Building Heights

Structures up to (75) feet in height are permitted in accordance with the provisions of the Painesville Zoning Code.

5.5 Street Setback

5.5.1 No parking area shall be permitted to be constructed closer than 30 feet from the right of way property line along E. Washington Street, Liberty Street or South St. Clair Street.

5.5.2 Buildings are to be built along the property lines along E. Washington Street, Liberty Street or South St. Clair Street.

5.5.3 Plantings, fences and walls, not exceeding three (3) feet in height may be permitted in streetside setback areas with written approval of the Declarant.

5.5.4 The street setback area shall be fully landscaped in a manner both compatible with and complementary to the landscape easements, as well as the on-site architecture and landscape design concepts.

5.6 Interior and Rear Property Line Setback

Buildings may be permitted to be constructed adjacent to an interior or rear property line depending on the adjacent property use and compatibility.

5.7 Improvements Permitted in Setback Areas

The following improvements, or parts of improvements, are permitted in the required setback areas - steps and walkways; outdoor seating areas and patios; landscaping and irrigation systems; underground utility facilities, sewers and above ground utility boxes.

5.8 Sidewalks and Bike Paths

Streetside sidewalks will be installed by the property owner as designated by the City's construction details. Bike pathways will be installed by the Property Owner along East Washington Street as designated by the Declarant's construction details. The costs of sidewalks and bike pathway may be assessed to the property on a per acre basis by the City of Painesville.

5.9 General Parking Requirements

Off-street parking adequate to accommodate the parking needs of the Owner or Occupant, and the employees and visitors thereof, shall be provided by the Owner or Occupant of each lot. The intent of the provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit on-street parking of public transportation vehicles. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided *so* as to satisfy the intent of this section. Parking in other City of Painesville lots or garages may be negotiated by the Owner to offset off-street parking. All off-street parking areas shall conform to the following standards:

5.9.1 Parking requirements for specific sites shall be based upon the following parking criteria. All parking shall be determined based upon building type and the area within allotted to the following functions:

a. Business and Professional Offices: Three (3) spaces for each thousand square feet.

b. Service Industries: One (1) space for each four hundred square feet.

c. Bars, taverns, restaurants, luncheonettes, cafeterias and other eating places: One (1) for each employee, plus One (1) for each two hundred square feet of floor area devoted to patron use or One (1) for each Four (4) seats based on maximum seating capacity.

d. Residential: One and one half (1.5) space for each residential unit.

5.9.2 Required off-street parking shall be provided on the lot or within such distance from the lot as the Declarant deems reasonable.

5.9.3 Parking areas shall be paved so as to provide dust-free, all-weather surfaces. Each parking space provided shall be designated by lines

painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.

5.9.4 No parking spaces shall be located on or permitted within required setback areas adjacent to a street, as set forth in Section 5.5.

5.10 Storage, Service, and Loading Areas

Storage, service, maintenance, and loading areas must be constructed, maintained, and used in accordance with the following conditions:

5.10.1 No materials, supplies, or equipment, including trucks or other motor vehicles, shall be stored upon a site except inside a closed building or behind a masonry wall not less than six (6) feet in height, screening such materials, supplies, or vehicles from adjacent sites so as not to be visible from neighboring properties and streets. No outdoor storage areas shall be permitted, unless otherwise approved in writing by the City of Painesville. No storage areas may extend into a setback area.

5.10.2 Provisions shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.

5.10.3 No loading areas or docks shall face a street.

5.10.4 All storage, maintenance, and loading areas must be constructed and used in accordance with plans approved by the Declarant. All storage, maintenance, and loading areas must be kept clean and in good condition and repair.

5.11 Refuse Collection Areas

5.11.1 All outdoor refuse containers shall be visually screened within a masonry six (6) feet or higher noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. No refuse collection areas shall be permitted between a street and the front of a building.

5.11.2 Refuse collection areas should be effectively designed to contain al! refuse generated on site and deposited
between collections. Deposited refuse should not be visible from outside the refuse enclosure.

5.11.3 Refuse collection enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

5.11.4 Refuse collection areas should be so located upon the lot as to provide clear and convenient access to refuse collection vehicles and thereby minimize wear and tear on on-sit and off-site developments.

5.11.5 Refuse collection areas should be designed and located upon the lot as to be convenient for the deposition of refuse generated on site.

5.12 Screening of Exterior Mechanical Equipment

5.12.1 Exterior components of plumbing, processing, heating, cooling, and ventilating systems (including but not limited to piping, tanks, stacks, collectors, heating, cooling, and· ventilating-equipment fans, blowers, ductwork, vents, louvers, meters compressors, motors, incinerators, ovens, etc.) shall not be directly visible from a height of eight (8) feet

above any ground or ground-floor elevations at a distance closer than one hundred (100) feet from the closest building wall on any lot.

5.12.2 It is recommended, in the case of roof-mounted mechanical equipment, that building parapets be of such a height that roof-mounted screening devices may not be required. If building parapets do not provide the required screening, mechanical equipment shall be screened by an unobtrusive screening device that will appear as an integrated part of the overall architectural design.

5.12.3 Any devices employed to screen exterior components of plumbing, processing, heating, cooling, and ventilating systems from direct view shall appear as integrated parts of the architectural design and, as such, shall be constructed of complementary and durable materials and finished in a texture and color scheme complementary to the overall architectural design.

5.12.4 Any exterior components of plumbing, processing_,. heating, cooling, and ventilating systems and their screening devices which will be visible from upper floors of adjacent buildings shall be kept to a visible minimum, shall be installed in a neat and compact fashion, and shall be painted such a color as to allow their blending with their visual backgrounds.

5.12.5 No exterior components of plumbing, processing, heating, cooling, and ventilating systems shall be mounted on any building wall unless they are integrated architectural design features, and in any case shall be permitted only with the written approval of the Declarant.

5.13 Screening of Exterior Electrical Equipment and Transformers

5.13.1 Transformers or other electrical equipment that may be visible from any primary visual exposure area shall be screened with either plantings or a durable noncombustible enclosure (of a design configuration acceptable to the City of Painesville).

5.13.2 Transformer enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

5.13.3 Exterior-mounted electrical equipment shall be mounted on the interior of a building wherever possible. When interior mounting is not practical, electrical equipment shall be mounted in a location where it is substantially screened from public view. In no case shall exterior electrical equipment be mounted on the street side or primary exposure side of any building.

5.13.4 Exterior-mounted electrical equipment and conduits shall be kept to a visible minimum, where visible shall be installed in a neat and orderly fashion, and shall be painted to blend with their mounting backgrounds.

5.14 Fences and Walls

5.14.1 No fence or wall exceeding three (3) feet in height shall be constructed closer than thirty (30) feet from the curb line of a fronting street and must be approved by the Declarant.

5.14.2 No fence or wall shall exceed a height of six (6) feet unless otherwise approved in writing by the Declarant.

5.14.3 Walls and fences between buildings and fronting streets are discouraged, but, when necessary, shall require written approval by the Declarant such as around outdoor eating areas.

5.14.4 All fences and walls shall be designed as integrated parts of the overall architectural and site design. All materials shall be durable and finished in textures and colors complementary to the overall architectural design.

5.15 Utilities and Communication Devices

5.15.1 All exterior on-site uti11ties, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

5.15.2 On-site underground utilities shall be designed and installed to minimize the disruption of off-site utilities, paving and landscape during construction and maintenance, and shall be of such a design *as* not to place excessive burdens upon off-site utility systems during the course of use.

5.15.3 No antenna or device for transmission or reception of any signals, including but not limited to telephone, television, and radio, shall be placed on any device so that it is visible from five (5) feet above the ground or ground-floor level at a distance of one hundred (100) feet in any direction, unless specific written approval is granted by the Declarant.

5.15.4 Temporary overhead power and telephone facilities are permitted during construction only.

5.16 On Site Water Retention

Owners are required to retain storm water on site as required by City of Painesville codified ordinance. The retainage systems shall be below grade and not visible. Final approval is required by City Engineer.

SINGLE FAMILY AND TOWNHOUSE DEVELOPMENTS SHALL COMPLY WITH THE FOLLOWING STANDARDS set forth in Section 5.17

5.17 Site Planning Standards

The following Site Planning Standards are established in order to ensure that the Highland Park is developed as a high-quality development in collaboration with the Design Review District Standards and the Downtown Master Plan of the City of Painesville.

5.17.1 Minimum lot area and width

Single Family Lot Area: 4250 Square feet
Single Family Lot width: 40 FT
Townhomes Lot Area: 750 Square feet

5.17.2 Minimum Livable floor area:

Single Family 1250 sq ft
Townhomes 1200 sq ft. per unit

5.17.3 Building Height

Single Family 35 ft
Townhomes 42 feet

5.17.4 Minimum Main Building setbacks

Single family

front	15 ft. if the garage in in the rear of the home; 20 feet otherwise
Side	5 ft each side
Rear	15 ft

Townhomes building

Front	15 ft
Side	15ft between buildings
Rear	20 ft

5.17.5 Maximum building scale

No more than 4 units in a townhome building

5.17.6 Garages

All townhome and single-family home shall have a two car garage that is a minimum of 24 feet wide and 22 feet deep.

5.17.7 Lot Coverage

Single Family homes shall have a maximum lot coverage of 60%

Townhomes shall have a maximum lot coverage of 75%

5.17.8 Open Space

The residential development area shall provide a minimum of 10% useable open space that is accessible to all residents of the development.

5.17.9 Refuse collection

Single Family and Townhomes shall provide a location to store trash receptacle that is screened from the view of any right-of-way.

VI. ARTICLE VI - DEVELOPMENT APPROVAL PROCESS –

COMMERCIAL AND MIXED USE DEVELOPMENTS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS set forth in Sections 6.1 to 6.4

6.1 Plan Review Process

In order to ensure that the design standards for Highland Park contained in these guidelines are achieved, a preliminary and final plan submission is required. Plan submissions will also be required for significant revisions, alterations, additions, or changes of use for approved or existing developments within the Highland Park. Required plan submissions shall be submitted to the Declarant. Each plan submission will require four (4) sets of plans containing the specific information described below. All buildings shall be designed by an architect registered in the state of Ohio and shall bear the license number and seal when submitted for design review. The Declarant may employ a registered architect to review and comment on the plans. The cost of such reviews shall be at the expense of the owner. In order to facilitate design coordination with neighboring buildings and site planning, architectural elevations, a rendered site plan, and a landscape plan of neighboring projects shall be available through the Declarant.

All submitted plans are reviewed by the Declarant for acceptability of design in compliance with the CC&Rs and the City of Painesville's Design Standards. Upon completion of review by the Declarant, one set of submitted plans is to be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "Approved", "Approved subject to conditions", or "Not approved".

1. "Approved"-Approved documents permit the applicant to proceed to final plan approval or construction.
2. Approved subject to conditions"-Documents so marked permit the approval process, provided the applicant complies with the conditions specified by the Declarant. If the applicant takes exception to the specified conditions, the applicant must do so in writing by certified mail addressed to the Declarant at address *so* designated within ten (10) days from the date of the applicant's receipt of returned documents. Unless such action is taken, the Declarant will assume that all conditions are acceptable to and approved by the client.
3. Highland Park's Approval of the applicant's plans, specifications, calculations, or work shall not constitute an implication, representation or certification by the Highland Park that the above items are in compliance with applicable Statutes, Codes, Ordinances, or other regulations.

The Highland Park Design Standards are in no way intended to supersede any applicable Statutes, Codes, Ordinances, or regulations of controlling governmental jurisdictions. Should any portions of the Highland Park CC&Rs or City of Painesville Design Standards be discovered to encourage violation of applicable Statutes, Codes, Ordinances, or other governmental regulations, these discrepancies should be brought to the immediate attention of the Declarant. The applicant shall have the sole responsibility for compliance with all applicable Statutes, Codes, Ordinances, or other regulations for all work performed on the premises by or on behalf of the applicant.

6.2 Painesville Highland Park - Preliminary Plan Submittal

Submission of a Preliminary Plan is required to give an indication of the design, character, and extent of the proposed immediate development. The Preliminary Plan is to be submitted and approved before Final Plans are submitted.

Preliminary Plan submissions shall show an indication of:

1. All major buildings and structures including:
   a. Building footprints
   b. Overhangs
   c. Site coverage-building-ground contact area/lot area
   d. Building coverage-floor area/lot area
   e. A brief description of the use of each building or structure including an estimate of the number employees
2. Parking Area
   a. Configuration of parking and vehicular circulation including employee, patron and guest parking
   b. Dimensions of typical parking stalls and parking aisles
   c. Total parking provided
   d. Calculation demonstrating total parking/floor area ratio
3. Loading and service areas
   a. Truck service and loading dock areas
   b. Truck and service vehicle circulation areas

c. Trash enclosure areas
d. Location and configuration of screening devices for truck and service areas

4. Landscape and pedestrian circulation concept including any major site design features
5. Interfaces with off-site circulation
6. Including the location and design of all access-drive curb cuts
7. Interfaces with adjacent properties
8. Conceptual grading, drainage, and utilities
9. Descriptions or sketches of the architectural design concept including intended character and materials

While the above information is required for all Preliminary Plan submissions, it would be desirable for applicants to utilize all available presentation materials and media in order to fully communicate the intent and design character to the Declarant.

6.3 Painesville Highland Park Final Plan Submittal

The Final Plan submission is required to convey specific information about the site planning and architecture of the proposed development. The Final Plan package should provide to the Declarant each of the following exhibits:

1. Site Plan indicating the following:
   a. Building footprints and Dimensions to property lines
   b. Building roof overhangs
   c. Configuration of parking and vehicular Circulation areas
   d. Location of parking-Jot lighting, design, manuals and colors
   e. Truck service, loading area, trash enclosures
   f. Lines of setbacks and easements
   g. Locations of on site transformers, electrical switch gear, and gas meters.
   h. Adjacent roadways including curb lines, medians, and median openings
   i. Tabulation of:
      - Parcel area
      - Total building floor area
      - Total unit count (if residential is included)
      - Site coverage
      - Building coverage
      - Total parking required
      - Estimated total employees on site at any peak time
      - The anticipated number of shifts and the hours and days of their operation
2. Grading and Drainage Plan indicating:
   a. Proposed finish grades, slopes, and building pad elevations
   b. Site drainage structures and systems
   c. Grades of existing streets and curbs
   d. Locations of street lighting and utility structures within landscape easement
3. Landscape Plan Indicating:
   a. Plant materials, sizes, and spacing
   b. Walkways and paved areas
   c. Other landscape/hardscape design features
   d. Total percentage of land area landscaped
4. Building Elevations of all major sides of all Proposed buildings indicating:
   a. Wall materials, textures, and colors
   b. Locations of wall-mounted signing and lighting

c. Roof and parapet heights above ground-floor line

d. The profile of any roof-mounted mechanical equipment that extends above the roof parapet.

5. Building Floor Plans

6. Building Roof Plans indication:
   a. Roof materials, textures, and colors
   b. Roof elevations above finish floor
   c. Heights and locations of roof-mounted mechanical equipment where available

7. Conceptual Graphics
   a. Ground Signs and Wall-Mounted signs
      - Locations
      - Designs, materials., textures., colors, heights., areas
      - illumination
      - Typography
   b. Directional and Information Signs
      - Locations
      - Designs, materials, textures., colors, heights1 areas
      - Illumination
      - Typography

6.4 Highland Park Construction Document Submittal

All applicants are required to submit copies of the construction documents to the City of Painesville for building permit approval to the Declarant in order to demonstrate the precise construction details for implementing the approved Final Plans.

The construction document submission requires four (4) sets of the following:

1. Final civil plans including grading and a drainage plan
2. Architectural, structural, mechanical, plumbing, and electrical drawings
3. Construction Specifications
4. Landscape planting and irrigation plans including paving, walls, signs lighting, and aesthetic grading.

6.5 DEVELOPMENT APPROVAL PROCESS FOR SINGLE FAMILY AND TOWNHOUSE DEVELOPMENTS.

Single Family and Townhouse developments shall conform with the process as outlined in **Exhibit B** attached hereto and incorporated into this document.

VII. ARTICLE VII- ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS FOR COMMERCIAL AND MIXED USE

It is the intent of the following criteria in Sections 7.1 to 7.19.2 to create within Highland Park an environment which through its own design lends itself to a pedestrian friendly., creative and original work. The architectural character of the facilities should unify the master development while creating a unique Highland Park that is a showplace for the owner and the City of Painesville to create desirable business, retail and residential area by promoting aesthetically pleasing environments, safety, privacy, and recreational opportunities.

7.1 Objectives

The objective is to provide an overall high quality and uniformity within

Highland Park. Special emphasis is placed upon methods that tend to reduce the large-scale visual impact of buildings; to encourage tasteful imaginative design for individual buildings while retaining an overall sense of propriety; and to create a complex of buildings compatible with the streetscape. All future property owners are encouraged to explore the creative possibilities of their sites and building programs to achieve a consistency of basic architectural elements. All buildings are to be progressive in design and concept. Buildings should reflect the technology of today.

7.2 Guidelines Site Planning Design Criteria

7.2.1 Promote development that features retail display windows, awnings, rear parking lots, and other pedestrian- oriented site design features. Minimum conflict shall exist between pedestrians, automobiles and service vehicles within the site.

7.2.2 Building facades facing East Washington Street must incorporate a main entrance door on East Washington Street.

7.2.3 Visitor/patron building entries shall be readily identifiable and accessible to the first-time visitor. Maintain pedestrian connections and view corridors along street right of ways providing for a sequence of public spaces and walkways that are linked to the street grid.

7.2.4 Building entries shall be highlighted by such features as:

a. Ceremonial entry porte-cocheres
b. Plazas and courtyards
c. Esplanades
d. Al fresco dining areas
e. Special planters and plantings
f. Architectural walls and varied parapets
g. Awnings

7.2.5 Architecture will be evaluated based on its compatibility and relationships to the landscape, and vice versa.

7.3 Building Massing and Form

7.3.1 The primary facades shall be subdivided and proportioned using features such as windows, entrances, arcades, and awnings. Building exterior walls shall be designed to be visually compatible to human scale by:

a. Fragmenting into smaller increments, the use of wall plane offsets or the appearance of multiple structures that correspond to the scale and massing of pedestrians and adjacent buildings
b. Clustering small-scale elements such as planter walls around the major form
c. Creation of a horizontal shadow line by incorporating clearly pronounced recesses and projections
d. The internal function of the building may indicate a logical hierarchy for breaking the mass of the building.
e. Variations in roof form and parapet heights
f. Reveals and projections and subtle changes in texture and color of wall surfaces;
g. Deep set windows with mullions
h. Ground level arcades and second floor galleries/balconies
i. Other techniques that reduce the apparent mass of a building

7.4 Materials

7.4.1 Predominant exterior building materials shall be high-quality materials. For façades visible from the public right-of-way, predominant materials must comprise of the following materials for low maintenance materials shall be a major consideration. These include, but are not limited to:

a. Brick
b. Natural stone, cut stone, field stone, cast stone
c. Glass
d. Architectural concrete composite panels
e. Fiber cement panels
f. Vinyl Siding
g. Aluminum composite panels
h. Other materials as are in line with City of Painesville Design Review Standards

7.4.2 Based on the design the Declarant may also approve:

a. Prefabricated metal panels
b. Colored; fluted and textured concrete block as a building trim or accent area
c. Exterior Insulation Finish System (and only if under 15% of the entire facade)
d. Corrugated metal panels

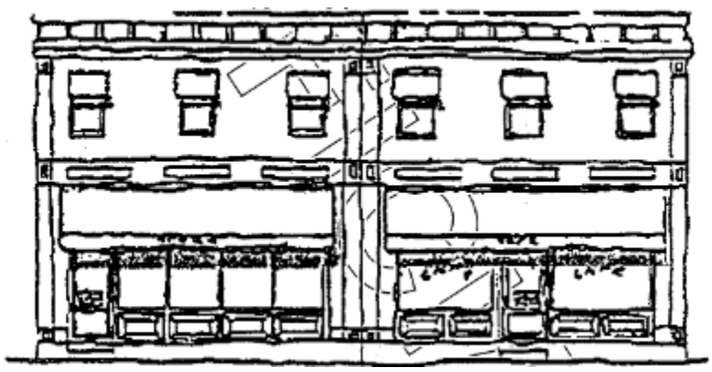
7.4.3 The following exterior building materials are not permitted:

a. Concrete blocks
b. Smooth-faced tilt-up concrete panels

7.4.4 Pre-engineered metal buildings and industrial type structures featuring predominantly painted exteriors and corrugated metal-sided "pre-engineered" type buildings are not permitted.

7.4.5 Drainage pipes on building fronts must be on the interior and not exposed.

7.4.6 Storefronts are an integral part of a building and shall be integrally designed with upper floors to be compatible with the overall facade character. Ground floor retail, service, and restaurant uses shall have large pane display windows. Such windows shall be framed by the surrounding wall and shall not exceed 75 percent of the total ground level facade area or as approved by the Declarant. Buildings with multiple storefronts shall be unified through the use of architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures. Refer to illustration below.

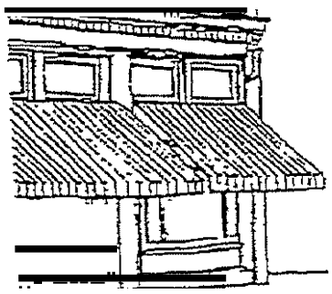


Storefronts should be integrally designed as part of the entire facade. Buildings with multiple storefronts should be architecturally compatible.

7.4.7 No exterior security bars or roll-down metal doors shall be allowed.

7.4.8 Fixed awnings are permitted at ground level, and on upper levels where appropriate, if they complement a building's architectural style, materials, colors, and details; do not conceal architectural features such as cornices, columns, pilasters, or decorative details; do not impair facade composition; and are designed as an integral part of the facade. Canvas is the preferred material, although other water-proofed fabrics may be used. Metal or aluminum awnings may be approved by the Declarant. In buildings with multiple storefronts, compatible awnings should be used as a means of unifying the structure. Refer to Illustration below.

Awnings may be used to complement a building's architectural style.



7.5 Building Roofs

7.5.1 Roof types should be appropriate to the building's architecture and the surrounding area. Flat roofs are desired. Architectural embellishments that add visual interest to roofs such as dormers, belvederes, masonry chimneys, cupolas, clock towers and other similar elements are encouraged.

7.5.2 In instances where roof areas can be viewed from above, care should be taken that all roof vents, roof- mounted mechanical equipment, pipes, etc., are grouped together and painted to match roof color to reduce their appearance.

7.5.3 A portion of sloped roof treatments are acceptable with approval of the Declarant. Sloped roofs may be of any traditional roof material, wood, fiberglass, asphalt and metal.

7.5.4 All roof-mounted mechanical equipment shall be screened from view by parapet walls or screening. Screens shall be attractive in appearance and reflect or complement the architecture of the building to which they belong. All screening shall be the height of the mechanical equipment, at a minimum. Consideration will be given to the view plane of adjacent developments.

7.6 Color and Texture

7.6.1 Facade colors shall be low-reflectance, subtle, neutral or earth tone colors. Building trim and accent areas may feature brighter colors, including primary colors subject to the approval of the Declarant.

7.6.2 Facade colors shall be harmonious with the overall appearance, history and cultural heritage of the area.

7.6.3 Extreme bright colors are prohibited.

7.6.4 Accent colors may be used to express corporate identity but are subject to paragraphs above.

7.7 Landscape Standards

Each homeowner is responsible for the installation of the landscape as detailed in the follow sections. This includes but is not limited to seeding and planting of street trees and lawn and mulch beds. Landscape character shall be created by architectural elements, streets, and site features such as an esplanade, walkways and lighting as well as plant materials and berming. ln an attempt to unify the building sites and their architecture in Highland Park, landscaping as a design element will play the key role in creating and conveying the park-like working environment. The intent of these guidelines is to provide design criteria which will fulfill aesthetic considerations and help ensure an image that is distinctive and understandable, and that unifies the whole site. Landscaping to be installed by weather permitting. All homes closed inclement weather should be completed by June 16 the following spring.

7.8 Landscape Plan

The preparation of landscape plans shall reflect consideration of the criteria below:

1. Maintenance Considerations in Design
2. Appropriate sustainable plant material that is sensitive to the regional climate
3. Suitable planting space to prevent overcrowding in the future.
4. Lawn coverage except for mulch bed areas and hardscape elements.
5. Irrigation is not required.

7.9 Front Yard Treescape Zone

The Treescape zone shall be adjacent to the sidewalks along East Washington Street, Liberty Street, South St. Clair Street and East High Street. All improvements within this zone will have the greatest degree of control and is intended to create a canopy of trees along streets. Within the treescape zone a 2-2 ½'' inch caliper street maple or similar origin tree planted in front of each residence.

7.10 Interior landscape Zone

The interior zone encompasses all site features from the setback line to the property lines of each parcel. This zone is subject to the needs of each individual tenant and thus is meant to have a greater degree of flexibility than the Treescape zone. Concern in this area is focused on landscaping parking areas, rear, and side property fines., and accent planting around buildings. The interior zone should be comprised of a fully seeded grass lawn and mulch landscape beds on the front elevation. The final grading will be the responsibility of the landscaper and should provide proper drainage away from the home.

7.11 Landscape Coverage

A minimum of 15 percent of the area within the property lines of a development site shall be devoted to landscaping/hardscaping (pavement for parking does not count for hardscape). It is intended that the interior lot developments of the Highland Park produce a strong sense of enclosure and informality for each tenant while remaining subordinate to the treescape plantings. Parking lots are to be planted with a low overhead canopy of trees.

7.12 Parking-Lot Landscape Requirements

7.12.1 Tree Planting Requirements:

a. A minimum of (1) 2-2 1/2"- caliper tree is required in front of each residence in the front yard treescape zone.

b. Corner lots, will need to have a total of (2) street trees, one on front elevation and one the side elevation.
c. Rear yard tree planting is at the discretion of each homeowner.

7.13 Esplanade

A pedestrian esplanade is desired to connect from Veterans Park from the north side of the development and into a courtyard on the western portion of the site. Pervious pavement and landscaped areas lined on both sides with trees to create a canopy of 2.5 inch caliper trees along the esplanade that will achieve a sixteen (16)-foot height within a two (2) year period from the date of installation. They shall be planted a maximum of 40' along both sides of the esplanade. Additional landscaping elements may also be introduced as approved by the Declarant.

7.14 Lighting Guidelines

7.14.1 Objectives

a. Residential lots in Highland Park do not require landscape lighting.
b. Contribute to the safety, site security and efficient use of a development site.
c. Complement and reinforce the architecture and site design character and add visual interest.
d. Keep on-site parking-lot lighting fixtures and illumination levels consistent throughout the Highland Park.
e. Prevent casting glare onto adjacent lots and streets in such a manner as to decrease the safety of vehicular movement or create a visual nuisance.
f. Encourage lighting design that is in conformance with energy-saving guidelines

7.14.2 Guidelines

a. All lighting potentially visible from a street, except bollard lighting less than forty two (42) inches high, shall be indirect or shall incorporate a full cut-off shield-type fixture.
b. Lighting fixtures for parking areas, access drives, and internal vehicular circulation areas shall be provided. The parking-lot illumination level shall achieve a uniformity ratio of 3 to 1 (average to minimum) with a maintained average of 1 footcandles and a minimum of 0.3 footcandles.
c. Service-area lighting shall be contained within the service yard's enclosure waifs. No light spillover shall occur outside the service area. The light source shall not be visible from the street.
d. Building illumination and architectural lighting shall be indirect in character. (No light source visible). Indirect wall lighting or " wall-washing'' overhead down lighting, or interior illumination which spills outside is encouraged. Architectural lighting should articulate and animate the particular building design, as well as provide the required functional lighting for safety and clarity of pedestrian movement.
e. Pedestrian walk lighting is divided into two types of areas:
   - Primary areas. Outdoor pedestrian use areas such as esplanade, courtyard, entryway, etc. Pedestrian-area lighting should achieve a uniformity ratio of 3.5 to 1 (average to

minimum), with an average illumination of 0.60 footcandles and a minimum of 0.18 footcandles.

- Secondary areas. Walk lighting, where point-to-point lighting is acceptable, with no specific illumination levels is required. The main emphasis in this area should be to clearly identify the pedestrian walkway and direction of travel.

7.15 Signage Standards

7.15.1 Objective to ensure that the exterior signs for each tenant space and function contribute to the aesthetic integrity of Highland Park.

7.15.2 Submittal

a. All proposed exterior signs for each tenant space and function shall be submitted to the Declarant, as part of the Preliminary Plan Submittal.

b. Sufficient renderings to show sizes and placements of proposed signs., materials and colors sample boards, and preliminary details of sign construction shall be submitted to the Declarant for approval.

c. Radical theme signage which draws unnecessary attention from public thoroughfare to the building shall not be acceptable.

7.16 Wall Signs

7.16.0 Signs shall be restricted to tenant identification only, either wall-mounted or free-standing. All signs attached to a building shall consist of individual letters, surface-mounted. No rooftop signs shall be permitted.

7.16.1 Signs visible from the exterior of any building, if illuminated may be internally or externally illuminated, but no signs or any other contrivances shall be devised or constructed so as to rotate, gyrate, blink, move, or appear to move in any fashion.

7.16.2 Public service devices such as clocks and temperature indicators shall be devoid of advertising.

7.16.3 No sign shall be attached to exterior glass, unless otherwise approved in writing by the Declarant.

7.16.4 Single-tenant (one tenant per building) identification sign-individual letters-shall occupy one position on fascia per street frontage with two (2) fascia signs per building maximum.

7.16.5 Single tenant will be allowed the use of its own logo/logotype for its tenant identification. Wall signs are allowed. 1.5 square feet of signage per linear foot of building frontage up to a maximum sign area that shall not exceed one hundred and fifty (150) square feet in total. The area of a wall sign shall be measured by a rectangle around the outside of the logo and/or logotype. These signs shall be fabricated as individual letters and, if illuminated, shall be internally illuminated. No illuminated sign cabinets shall be permitted (unless otherwise approved by the Declarant).

7.16.6 A multi-tenant identification sign shall occupy one (1) position adjacent to individual tenant building entrance.

7.16.7 A tenant in a multi-tenant building will be allowed the use of its own logo/logotype for its tenant identification. If no logo/logotype

exists, then identification sign shall be uniform with other tenant face types in the building. Maximum sign area shall not exceed five (5) square feet.

7.16.8 All other signs necessary for the effective operation of each facility shall be in uniform project typeface.

7.17 Free-Standing Signs

7.17.1 Ground signs shall not be permitted.

7.18 Temporary Signs

7.18.1 Construction Sign: One sign not to exceed thirty-two (32) square feet in area denoting the architects, engineers, contractor, and other related subjects will be allowed at commencement of construction. Said sign will be removed at the time the building is fit for occupancy.

7.18.2 Temporary Future Tenant Sign: One sign allowing the identification of future tenants and other persons will be allowed. Such signs shall not exceed thirty-two (32) square feet in area.

7.18.3 No other temporary signs will be permitted without the approval of the Declarant.

7.19 Materials and Colors

7.19.1 Color shall be subdued in tone. Contrasting primary colors are not encouraged. All colors and materials shall be selected from a low-maintenance point of view.

7.19.2 Repair and maintenance of all wall-mounted and/or free-standing tenant identification signs are the direct responsibility of the tenant.

7.20 ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS SINGLE-FAMILY AND TOWNHOUSES

Single family and townhouse developments shall conform to the Architectural and Landscape Design standards as outlined in **Exhibit C** attached hereto and incorporated into this document.

VIII. ARTICLE VIII - MAINTENANCE

8.1 Declarant's Maintenance Responsibility

8.1.1 Such maintenance and repair shall include. without limitation cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures which are the property of the City of Painesville.

8.1.2 Performance of necessary maintenance of all landscaping as required within and around the Highland Park including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material; and replacement of any dead or diseased grass, groundcover, shrubs, or trees.

8.1.3 The removal of trash and rubbish within the common areas of the Highland Park are thereby the responsibility of a property owner.

8.1.4 Maintenance of general public liability insurance for the benefit of Declarant and all Owners and Occupants against claims for bodily injury, death, or property damage occurring on, in or about the Highland Park and the adjoining streets, sidewalks, and passageways, but not within any lot or the improvements thereon or within any building located on

a lot or within any other area within the exclusive control of any Owner or Occupant; such insurance to afford protection of not less the $1,000,000 with respect to property damage.

8.2 Owner's Maintenance Responsibility

Each Owner of a lot shall be responsible for the maintenance of its lot and the improvements constructed thereon, including the maintenance or repair of any utility lines which service said Owner's lot and or improvements.

8.3 Maintenance of Entrances and Esplanade

At such time as Declarant no longer owns any *lot,* portion of, or interest in the subject property, or at any other time by agreement between Declarant and the property owners, Declarant may assign and delegate the aforesaid maintenance obligation to the Committee. Should the Owner be unwilling or unable to assume such obligation, or after initially assuming such obligation shall thereafter be unable or unwilling to continue such obligation, then the obligation to maintain the common areas, entranceways and esplanade areas as deemed by the Declarant, and facilities shall be assigned and delegated to the Owners of the lots within the subject property, pro rata in accordance with their ownership interests. In such event, owners of fifty-one percent (51%) of the lots within the subject property shall have the right to designate a maintenance operator, and from time to time to replace such operator, to perform all of the maintenance obligations described in this Section. The designation by fifty-one percent (51%) of the Owners of such an operator shall be binding upon all other Owners.

IX. ARTICLE IX- MODIFICATION AND APPEAL

9.1 Procedure

Except as otherwise provided in this Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the subject property or any portion thereof, with the written consent of the Owners of a fifty-one percent (51%) of the subject property, based upon the number of square feet owned as compared to the net acreage subject to these covenants, conditions, and restrictions; provided, however, that so long as Declarant owns at least five percent {5%) of the property subject to these covenants conditions, and restrictions, no such termination, extension, modification, or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded.

9.2 Modification by Declarant

For so long as Declarant owns any interest (excepting a leasehold interest) in the subject property or any part thereof, or for a period of twenty-five (25) years from the effective date hereof, whichever period is shorter, Declarant acting alone may modify or amend the provisions of Articles Ill, V, and VI; provided, however, that (I) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and {iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration. No such modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded.

9.3 Approval by the City of Painesville

Any amendment or modification to this Declaration affecting the maintenance obligations of the Declarant, or any owner, or otherwise materially modify any of the obligations or duties imposed or required by Highland Park shall require the prior written approval of the City Manager and City Attorney of the City of Painesville.

9.4 Governmental Regulation

All valid governmental enactments, ordinances, and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with any provision, covenant, condition1 *or* restriction hereof1 said conflicting governmental enactment ordinance and regulation shall control. and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed {I) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, or restriction; or {ii) stricken here from should no amendment conforming to the governmental enactment ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition, or restriction.

X. ARTICLE X- ENFORCEMENT

10.1 Default and Remedies

In the event of any breach, violation, or failure to perform or satisfy any covenant, condition, or restriction which has not been cured within 30 days after written notice to do *so,* Declarant at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. All remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

10.1.1 Damages. Declarant may bring suit for any compensable breach of or noncompliance with any of the covenants, conditions, or restrictions, or declaratory relief to determine the enforceability of any of these covenants, conditions1 or restrictions.

10.1.2 Equity. It is recognized that a Violation by an Owner of one or more of the foregoing covenants, conditions, or restrictions may cause Declarant to suffer material injury or damage not compensable in money, and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these covenants, conditions, and restrictions or an injunction to enjoin the continuance of any such breach or violation thereof.

10.1.3 Abatement and lien Rights. Any Such breach or violation of these covenants, conditions, and restrictions or any provision hereof is hereby declared to be a nuisance, and Declarant shall be entitled to enter the site or portion of the subject property as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any structure, thing, or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject

to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these restrictions-all at the so[e cost and expense of Owner or any person having possession under Owner. Any costs or expenses paid or incurred by Declarant in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of 10% per annum, shall be a charge against the site or portion of the property as to which the breach or violation exists, and shall also be the personal obligation of that person who was Owner when such charges became due or who committed such breach or violation. In addition to any other rights or remedies hereunder, Declarant may deliver to Owner and record with the Lake County Recorder a certificate or notice of claim of lien (which, among other things, may, but need not, recite the nature of the violation, the legal description of the site or portion of the property affected by such violation, the record or reputed Owner thereof, Declarant's name and address, and the remedies being pursued by Declarant or the amount of any such lien claim has not been charged) to Declarant's satisfaction, and if any recited amounts so charged have not been paid within 30 days thereafter, Declarant or its authorized representatives may foreclose such lien by a sale conducted pursuant of the Ohio Civil Code, as amended from time to time or other statutes applicable to the exercise of powers of sate !n mortgages or deeds of trust, or in any other manner permitted by law. Declarant, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure safe. I f the violations recited in such Hen claim are timely cured and any recited amounts timely paid as provided above, Declarant shall forthwith record an appropriate release of such lien at Owner's sole expense.

10.2 Waiver

No waiver by Declarant of a breach of any of these restrictions, and no delay or failure to enforce any of these restrictions, shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these covenants, conditions, and restrictions. No waiver by Declarant of any breach or default hereunder shall be implied from any omission by Declarant to take any action on account of such breach or default if such breach or default persists or ls repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by Declarant to or of any act by an Owner requiring Declarant's consent or approval shall not be deemed to waive or render unnecessary Declarant's consent or approval to or of any simitar acts by Owner.

10.3 Costs of Enforcement

In the event any legal or equitable action or proceeding shall be instituted to enforce any provision of these restrictions, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

10.4 Non-Exclusive Rights of Enforcement

The rights of enforcement granted to Declarant are non-exclusive and shall be exercisable by Declarant for so long as Declarant owns any interest in the

subject property. Concurrently, each Owner and the Declarant are hereby granted all of the rights of enforcement and the remedies provided to Declarant by this Article X. Any such Owner or the Declarant may seek enforcement of all remedies in accordance with the provisions of this Article independently of Declarant.

XI. ARTICLE XI - ASSIGNMENT

Any and all of the rights1 powers, and reservat1ons of Declarant herein contained may be assigned to any person, corporation, or association which will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person1 corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall; to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such assignment, a successor Declarant may be appointed only with the written consent of the owners of sixty-five percent (65%) of the subject property, based on the number of square feet of land owned as compared to the net acreage, subject to these covenants, conditions, and restrictions.

XII. ARTICLE XII - CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the subject property.

XIII. ARTICLE XIII - WAIVER

Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgement, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein *agrees* that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

XIV. ARTICLE XIV - RUNS WITH LAND

All covenants, conditions, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitudes upon each Jot in favor of every other lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all lots and privacy of contract and estate between all grantees of said lots, their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

XV. ARTICLE XV - RIGHTS OF MORTGAGEES

No breach or violation of these covenants, conditions, and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the

development or permanent financing of any lot or portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such Hen rights.

XVI. ARTICLE XVI - CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

XVII. ARTICLE XVII - EFFECT OF INVALIDATION

If any provision of the Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Exhibit B

DEVELOPMENT APPROVAL PROCESS FOR SINGLE FAMILY AND TOWNHOME DEVELOPMENT

Plan Review Process

The creation of Single Family or Townhome development shall conform to the City of Painesville's Subdivision requirements as outlined in Sections 1111.04 and 1111.05 and Title Five of the Uniform Development Code. Lots shall conform to the requirements of these Covenants, Conditions and Restrictions in addition to any requirements of the City of Painesville that are not specifically identified by these regulations. No lots shall be marketed or sold until the Subdivision approval has been obtained.

In order to ensure that the design standards for Highland Park contained in these guidelines are achieved, the developer shall submit plans for the design of all housing unit to the Declarant for approval prior to the sale and marketing of any dwelling. Each plan submission will require four (4) sets of plans containing the specific information described below. All buildings shall be designed by an architect registered in the state of Ohio and shall bear the license number and seal when submitted for design review. The Declarant may employ a registered architect to review and comment on the plans. In order to facilitate design coordination with neighboring buildings and site planning, architectural elevations, a rendered site plan, and a landscape plan of neighboring projects shall be available through the Declarant.

All submitted plans are reviewed by the Declarant for acceptability of design in compliance with the CC&Rs and the City of Painesville's Design Standards. Upon completion of review by the Declarant, one set of submitted plans is to be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "Approved", "Approved subject to conditions", or "Not approved".

1. "Approved"-Approved documents permit the applicant to proceed to final plan approval or construction.
2. Approved subject to conditions"-Documents so marked permit the approval process, provided the applicant complies with the conditions specified by the Declarant. If the applicant takes

exception to the specified conditions, the applicant must do so in writing to the Declarant at address *so* designated within ten (10) days from the date of the applicant's receipt of returned documents. Unless such action is taken, the Declarant will assume that all conditions are acceptable to and approved by the client.

3. Highland Park's Approval of the applicant's plans, specifications, calculations, or work shall not constitute an implication, representation or certification by the Centre that the above items are in compliance with applicable Statutes, Codes, Ordinances, or other regulations.

The Highland Park Design Standards are in no way intended to supersede any applicable Statutes, Codes, Ordinances, or regulations of controlling governmental jurisdictions. Should any portions of the Centre CC&Rs or City of Painesville Design Standards be discovered to encourage violation of applicable Statutes, Codes, Ordinances, or other governmental regulations, these discrepancies should be brought to the immediate attention of the Declarant. The applicant shall have the sole responsibility for compliance with all applicable Statutes, Codes, Ordinances, or other regulations for all work performed on the premises by or on behalf of the applicant.

Highland Park – Home Design Submittal

Submission of the proposed home designs for all units proposed to be sold is required to give an indication of the design, character, and extent of the proposed immediate development. The House Plan is to be submitted and approved before any marketing or sales of units occurs.

Plan submissions shall show an indication of the following for each unit type and garage:

a. Building footprints
b. Overhangs
c. Construction materials including wall materials, textures
d. Color options of exterior finishes
e. Basic elements and a list of upgrades
f. Roof materials, textures, and colors
g. Floor plans
h. Proposed landscape package, which includes a base package that establishes the minimum landscaping to be install by the

homeowner, with each house.

Highland Park Construction Document Submittal

All applicants are required to submit copies of the construction documents to the City of Painesville for building permit approval to the Declarant in order to demonstrate the precise construction details for implementing the approved home designs on each individual lot. Lots shall be in conformance with the previously approved subdivision.

The construction document submission requires four (4) sets of the following:

1. Final civil plans including grading, a drainage plan and utility connections
2. Architectural, Construction documents.
3. Construction Specifications
4. Landscape Package

EXHIBIT C

ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS FOR SINGLE FAMILY AND TOWNHOME DEVELOPMENT

In addition to the following standards all units shall meet the City of Painesville standards and design criteria as outline in the Unified Development Code.

HOUSE PLACEMENT AND YARD GRADING

Dwelling units shall conform to the existing grade and drainage patterns. Builders shall be responsible to regrade the Lot to conform to the drainage plan for the subdivision. Fine grading to be performed by homeowners landscaper.

The following guidelines shall be used in determining placement with respect to style and elevations:

a. There must be a minimum of two different homes separating like models on the same side of the street.
b. Single-story single-family dwelling units shall account for no more than 75% of the total number of dwelling units.

DWELLING TYPE

All single family and townhome units shall be approved by the declarant prior to construction.

Dwelling unit size shall be as identified in section 5.17 of these Covenants, Conditions and Restrictions.

Roof and gables of each dwelling unit shall be no less that 4-12 pitch. Patio and porch roofs may be 3-12. All shingles shall be of a uniform color.

BUILDING ELEMENTS

a. No dwelling shall be constructed of concrete block, cinder block or similar material unless the exterior of the dwelling units is covered in brick or siding.
b. All dwelling units shall be clad in vinyl, wood, cement siding, brick or stone. When using brick, a standard modular brick shall be used. Side and rear elevations shall have the option of brick patterned formed concrete.
c. Frieze trim is required under overhangs and gables on front elevation.
d. Porch columns shall have a 6”x6” minimum diameter.
e. Trim and corner boards may be wood vinyl or Fypon.
f. Overhang at eaves shall be a minimum of 8”.
g. No unpainted wolmanized wood is permitted on the front façade. Staining or painting is required.
h. No two single-family houses in a row should have the same color combination of wall, trim windows and shutters.
i. No two townhouses in a row shall have the same color combination of wall, trim, windows and shutters.
j. Rear elevations should have a minimum of two windows per elevation.

k. Windows shall be of square or vertical proportion.

YARDS DRIVEWAYS AND WALKS

Front yards shall be grass and landscapes as soon after completion of the dwelling unit within four (4) months of occupancy. The Declarant may approve an extension if it is unpractical due to weather conditions. All driveways shall be paved with asphalt, concrete, brick pavers or paving stone. Gravel or dirt driveways are prohibited.

COLOR SCHEMES

All dwellings shall be in conformance with the color schemes approved by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

a. In any group of Six dwellings on the same side of the street, at least three siding colors must be used. Never use the same color on three consecutive dwellings.
b. Dwellings directly across the street from each other should have different siding colors.

PORCH APPENDAGES AND ADDITIONS

No porch, appendage or addition shall be permitted unless they are of a size, style, color, and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant.

FRONT STORAGE

No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind.

AWNINGS

No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of the size, color, location and manner of the installation for the particular lot in question.

EXTERIOR CARPETING

No exterior carpeting may be used if it is visible from any neighboring lot or the street.

RAILINGS

All deck and balcony railings shall be wood or vinyl or composite material and need not be the same or corresponding color as the deck or balcony.

CHIMNEYS

All chimneys with metal flues must be enclosed with in a chase that may be sided or covered with brick-like or stone like materials. Any direct vent chimney and/or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the dwelling unit

SKYLIGHTS

Skylights may be used on a back roof facing the rear of the lot. Other locations may be approved for a contemporary design house depending on the design and the particulars of the lot.

ENTRANCE STRUCTURES

No additional driveway entrance structures shall be permitted.

POOLS, SPAS AND HOT TUBS

No above ground swimming pools shall be permitted. Small portable "kiddie" pools shall be permitted in the rear yard only behind the dwelling units. Spas and hot tubs are permitted provided they are in-ground or if above ground incorporated into a deck. All spas and hot tubs must be c=screened with a privacy fence in conformance with these guidelines.

PLAY EQUIPMENT

Play apparatus or structure shall be located in the rear yard and not located within any side or rear setback. Such structures shall be of wood construction with natural coloring or may be painted or stained brown or gray. Structures may include color items of equipment such as a slide or swing set seats, so long as all such equipment is the same color. Any play equipment that includes a roof shall be shingled in the same color as the dwelling. All play equipment on any one lot shall be the same color.

BASKETBALL HOOPS

No basketball hoop or goal may be placed on any lot, regardless of location, until its specifications and location have been approved in accordance with these guidelines. Portable basketball goals also require approval.

a. Specifications. In general, any commercially available goal will be acceptable. Goals with home made backboards or posts are not acceptable. Backboards must be clear. Posts should be painted in neutral colors so as to blend in with the surroundings as much as possible. All goals must be maintained. Any backboard or goal that becomes broken or damages, must be repaired, replaced or removed. Any lighting for the goal must be directed away from any neighboring dwelling or patio or deck areas.
b. Location. No goal may be attached to any dwelling or garage. All goals must be at least 10 feet from any property line. A potable basketball goal may be located on a driveway for the period of it current use. No portable goal will be permitted to be used in driveways of corner lots. Any portable goal must be put away after each use. Any portable goal left out over night shall be considered in violation of these guidelines.
c. Use. Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 11 pm nor earlier than 9 am.

SHEDS AND STORAGE BUILDINGS

Pool pump buildings shall be considered a storage building. Shed and storage buildings shall be permitted, provided that such structure do not exceed 100 square feet in size and must be constructed

with shingles, trim and siding to match the dwelling unit. No structure shall be located within ten (10) feet of a property line nor shall it exceed ten (10) feet in height. The roof pitch of any shed or storage building must be at least 3:12.

AIR CONDITIONING AND HEAT PUMP EQUIPMENT

Air Conditioning and heat pump equipment shall be located in side or rear yards. To the extent reasonable possible, such equipment shall be screened from view in a manner approved for each particular lot.

FENCING

Fences may only be erected in the rear yard. Chain link fences and similar designed fences are not permitted. All swimming pool fencing shall be reviewed on an individual basis. Privacy fencing not to exceed six (6) feet in height shall be permitted around spas and hot tubs. Decorative fencing with in the front or side setback will be reviewed on an individual basis considering the visual impact on the surrounding lots.

LANDSCAPING

Landscaping and normal lawn are required around all dwelling units an shall be installed within four (4) months of the occupancy of the dwelling unit, weather permitting, unless extended by the Declarant.

LOT MAINTENANCE

All lots must be kept mowed and free of debris and clutter. During construction, each owner and builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencing construction.

LOT GRADING

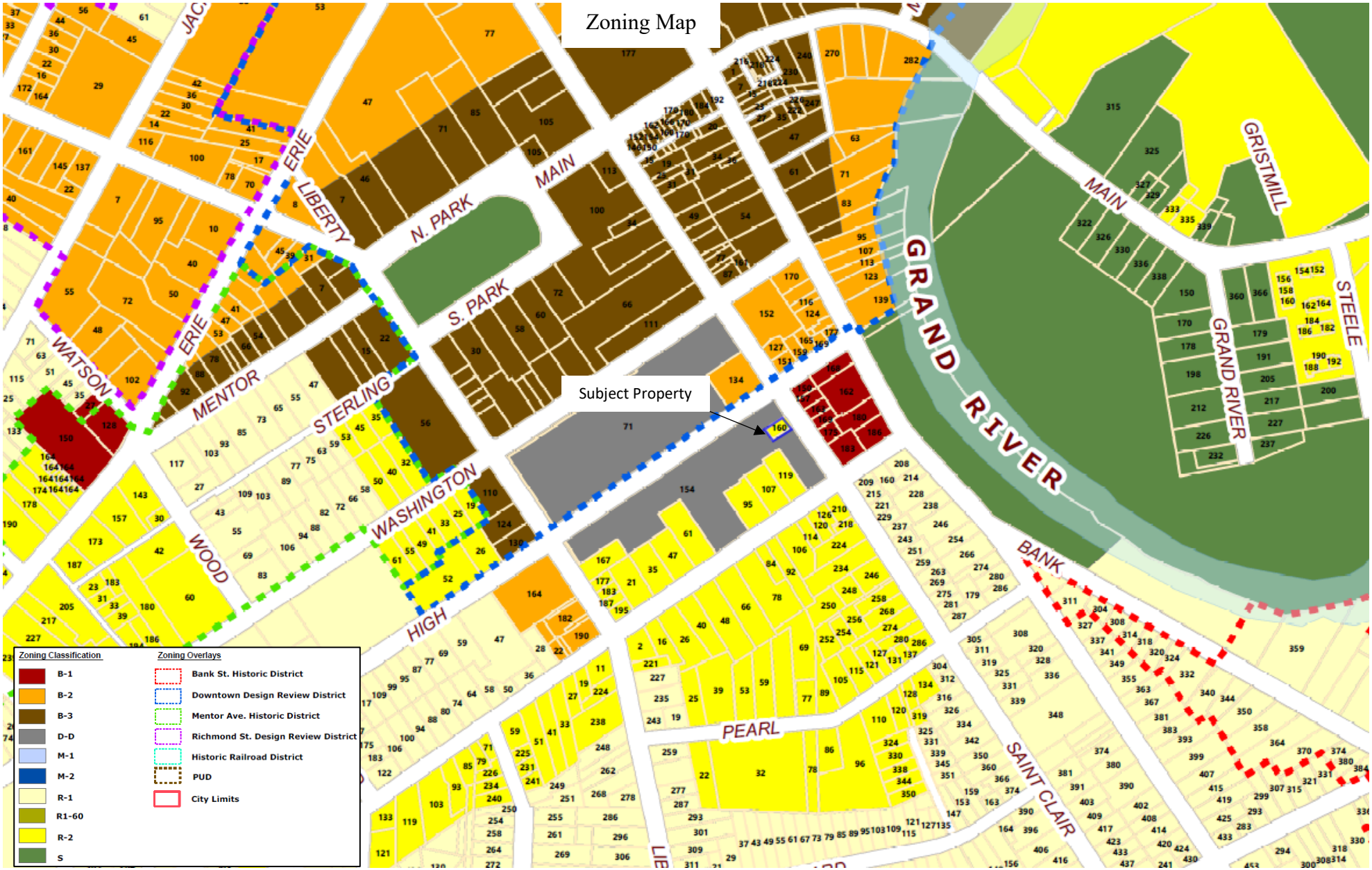
The builder and owner shall be responsible to regrade the lot in accordance with the grading plan approved by the City Engineer. Any deviations from such plan must be preapproved by the City Engineer and the Declarant.

MAILBOXES

All mailboxes must conform to the design originally installed by the builder and approved by the Declarant.

EXTERIOR LIGHTING

Exterior lighting must directed in such a manner as not to intrude into neighboring lots and houses.


Zoning Map
Subject Property
Zoning Classification
B-1
B-2
B-3
D-D
M-1
M-2
R-1
R1-60
R-2
S
Zoning Overlays
Bank St. Historic District
Downtown Design Review District
Mentor Ave. Historic District
Richmond St. Design Review District
Historic Railroad District
PUD
City Limits
GRAND RIVER
MAIN
N. PARK
S. PARK
ERIE
LIBERTY
WATSON
MENTOR
STERLING
WASHINGTON
HIGH
WOOD
PEARL
BANK
SAINT CLAIR
GRISTMILL
GRAND RIVER
STEELE

160 S. St. Clair Street

Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: October 30, 2023

Council Agenda Item

Date: November 28, 2023

To: Doug Lewis, City Manager

From: Thomas Hummel, Fire Chief

Topic: To apply for and accept the OBWC Safety Intervention Grant

History: The Fire Department is in need of Powered EMS Stair Chairs to help protect the Fire Department staff from lifting and twisting injuries, increased injury and increased overtime costs for injury shift fill. These devices are capable of moving injured and ill patients up and down stairs without requiring firefighters to physically carry, lift or strain to move said patients. Firefighters commonly suffer back, shoulder and leg injuries when moving these patients in narrow of cramped stairways, as they are often having to work in awkward positions when using our current stair chairs.

The OBWC Safety Intervention grant would allow us to be able to afford the purchase of three Power Stair Chairs for our EMS ambulances. This is a grant cycle that is only available every four years, and we last applied (and were successful) to purchase a Power Cot and Power Load System for one of our EMS Ambulances.

Purchasing: The total cost for the purchase of three Power Stair Chairs is $48,803.52, and the OBC Safety Intervention Grant has a 3-to1 match (75% funding). The total received from OBWC will be $36,602.64, and the City is required to match $12,200.88.

Financing: Financing for the City match to offset the grant award would come from the 5-Year Fire Levy Fund. There would be no impact to the General Fund. Funds are already budgeted in 2023 to cover the City's match.

Recommendation: That Council approve the application and the acceptance of the OBWC Safety Intervention Grant, and pass on first reading due to time constraints in the grant process.

Council Agenda Item

To: Painesville City Council

From: Doug Lewis, City Manager

Date: November 27, 2023

RE: Resolution authorizing the transfer of property to Payne & Payne

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History: This site is the location of the former Lake East Hospital that Lake Health left upon the construction of the Tri-Point Medical Campus in Concord Township. The Hospital System gave the property to the City of Painesville as part of grant agreement to demolish the facility. The City received a grant from the State of Ohio to demolish the building, creating a developable property. In 2014, the city entered into a Development Agreement with David Knott to create a mixed-use commercial and multi-family residential project on the site. The City rezoned the property to the DD Downtown Development District and placed covenants on the property that were to ensure the High Point development was implemented. Unfortunately, Mr. Knott was not able to execute his plan within the time frame required by the Development Agreement.

Since the departure of the High Point developer, the city has explored several development concepts for the site. Most recently the city has looked to the create a residential development on this property that more closely matched the original concept included in the Downtown Master Plan. While we have had some interest from developers, none were able to move forward due to finances or because they could not provide the type of housing the City envisioned on the site. As a result, staff worked with our consultant, Architect Michael Caito, to prepare a concept plan for the development of the site. After talking with various developers about the plan, Mr. Caito talked with Payne & Payne about residential housing on the site.

After working with Payne & Payne for the past year to determine if the development of the conceptual plan was feasible, Payne & Payne has elected to move forward with the development. They are proposing to develop two parcels along East South Street. The parcels were surveyed and are attached to the Resolution. The Administration is recommending the two parcels/lots be transferred to Payne & Payne at no cost to construct two single family homes.

Financing:

There will be no additional costs to the City of Painesville. The survey work has been completed and the deed will be filed if City Council approves the transfer of the parcels/lots to Payne & Payne.

Recommendation:

This legislation can go three (3) readings.