IN THE COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO

PETER CZERWINSKI, *et al.*,	:	
	:	Case No. 20-CV-006501
Plaintiffs,	:	
	:	Judge Stephen L. McIntosh
v.	:	
	:	
THE LODGE AT HAYDEN FALLS, LLC., *et al.*,	:	
	:	
	:	
Defendants.	:	

DEFENDANTS THE LODGE AT HAYDEN FALLS, LLC AND OTTERCREEK GROUP, LLC'S POST-TRIAL BRIEF

I. Procedural History and Summary of Argument

Plaintiffs, comprising most of the residents of Locust Hill Lane in Dublin, Ohio, filed a verified complaint on October 2, 2020 against The Lodge at Hayden Falls, LLC and Ottercreek Group, LLC (collectively, "Ottercreek"). Ottercreek Group, LLC owns the home at the center of this lawsuit (the "Residence"). (*See* Stip. ¶8.) The Plaintiffs' homes and the Residence are located within the Hayden Farms Addition No. 2 ("Hayden Farms"), which lots were devised pursuant to a 1956 Warranty Deed. *Id.* at ¶1-3. Plaintiffs brought the instant action seeking declaratory and injunctive relief, claiming Ottercreek is in violation of certain restrictive covenants in the Warranty Deed.

Specifically, Plaintiffs claim that use of the eight-bedroom Residence as an "elderly care facility" and the conversion of the three-car garage into living space violates covenants in the Warranty Deed that state no lot shall be used for other than residential purposes and that no building shall be erected other than one single-family dwelling with garage. (Complaint, ¶7-8.) The Complaint was verified by Plaintiff Dené Sanfillipo, who,

among other things, attested to the truth and accuracy of the averment that at an August 31, 2020 meeting, representative(s) of the Defendants "explained that the residents [of Ottercreek] would *not* need daily living assistance and would be fully able to function on their own * * *." *Id.* at ¶¶15-16; emphasis added.

Plaintiffs also moved for a temporary restraining order to prohibit Ottercreek from conducting further construction and obtaining permitting. In arguing they had a substantial likelihood of success on the merits of their claim, Plaintiffs referenced the attached Affidavit of Ms. Sanfillipo, who affirmed under oath, among other things, that the defendants explained at the August 31, 2020 meeting "that no residents of this facility would need daily living assistance since they would be fully able to function on their own[.]" (Sanfillipo Aff., attached to Oct. 2, 2020 Motion for TRO, at ¶6.) The Plaintiffs obtained an *ex parte* temporary restraining order on October 6, 2020.

On October 13, 2020, Ottercreek moved to dissolve the TRO on various grounds, including that the Residence will be used for residential—not commercial—purposes, as expressly permitted by the City of Dublin's zoning code and that any restrictive covenant purporting to preclude the Residence's use as a community residence for disabled, elderly adults, is in violation of and preempted by the Fair Housing Act, the Americans with Disabilities Act, and R.C. 4112.02(H). Based on the Motion to Dissolve and the arguments of counsel at an October 15, 2020 conference, this Court dissolved the TRO. (See Oct. 21, 2020 Decision and Entry.) The matter was set for a preliminary injunction hearing, and the Court framed the essential issues as: (i) whether the premises meets the definition of a "community residence," and (ii) whether any actions are in violation of R.C. 4112.02, and, if so, the effect of the restrictive covenants. By agreed entry, the

preliminary injunction hearing was consolidated with a trial on the merits of all claims. A bench trial was held on October 28, 2020. Pursuant to the October 29, 2020 Agreed Entry, the parties are filing respective post-hearing briefs.

As the following demonstrates, based on the law as applied to the undisputed evidence, use of the Residence as a Community Residence does not violate the deed restrictions because such use *is* residential and the Residence is *still* considered a "single-family" residence. And even if the use of the Residence did violate any deed restriction, such restrictions are preempted by the Fair Housing Act, R.C. 4112.02(H), and the Americans with Disabilities Act, because the Residence will be used as a Community Residence for disabled persons, namely seniors in need of assistance with one or more major life activities.

II. Evidence at Trial

Plaintiffs live on Locust Hill Lane, on lots that are part of Hayden Farms. Stip. ¶1. The Residence at 5281 Locust Hill Lane is also located within Hayden Farms. *Id.* at ¶2. The Hayden Farms properties are under a Warranty Deed that was recorded on December 21, 1956. *Id.* at ¶3. Ottercreek Group, LLC, a for-profit limited liability company formed by Scott and Priscila Hamilton, purchased the Residence in July 2018 for $587,500. *Id.* at ¶¶ 6, 8. At the time of purchase, the Residence had four bedrooms and a three-car garage. *Id.* at ¶8.

The Hamiltons purchased the Residence with the intent to convert it to a "community residence" to be named The Lodge at Hayden Falls ("The Lodge"). *Id.* at ¶9. Upon completion of renovations, The Lodge will have eight bedrooms with private bathrooms that can house up to twelve residents; the three-car garage has been

converted into living space. *Id.* at ¶11. Once licensed by the state of Ohio, The Lodge will be operated through Ottercreek RAL, LLC (an LLC formed by the Hamiltons) as a residential care/assisted living home for disabled seniors. *Id.* at ¶¶7, 8, 10; Jt. Ex. 2; Tr. pp. 43, 79, 89, 114. Indeed, as set forth in its brochure, The Lodge/Ottercreek Residential Assisted Living will provide 24-hour care to its residents including meal preparation, housekeeping, laundry, and personal care. (Jt. Ex. 2; Tr. p. 107.) Typically, there will be two caretakers during the day working 7 a.m. to 7 p.m. and one caretaker at night from 7 p.m. to 7 a.m. (Stip. ¶12.)

Prior to purchasing the Residence, the Hamiltons engaged in due diligence, including consulting with the City of Dublin ("Dublin") on zoning compliance. (Tr. p. 72.) Mr. Hamilton reviewed the Dublin Code and saw that Dublin permits "Community Residences." *Id.* at p. 73. He contacted Dublin's Planning Division and relayed the intended use of the Residence for housing and providing personal care services. *Id.* at p. 73. On May 18, 2018, Dublin issued a Zoning Compliance Letter stating in pertinent part:

> Thank you for your recent inquiry regarding the 5281 Locust Hill Lane property. The Planning Division is responsible for the administration of the Zoning Ordinances for the City of Dublin. We write to confirm the following:
>
> * * * The subject property is zoned R-1, Restricted Suburban Residential District. The surrounding properties to the north, east, and south are zoned R-1, Restricted Suburban Residential District. * * *
>
> **The subject property may be used as a Community Residence Facility contingent on**; the residence is no less than 660-feet from the closest existing Community Residence Facility, proof of licensure is provided, and **the definition of a Community Residence Facility is met. The definition of a Community Residence Facility is *'family-like residential living arrangement for five or more unrelated individuals with disabilities.' The Code defines 'Disability,' as 'A physical or mental impairment that substantially limits one or more of an individual's major life activities, impairs an individual's ability to live independently, having a record of such an impairment, or being regarded as having such an impairment.***

(Stip. ¶13; Jt. Ex. 3; emphasis added.)

Mr. and Mrs. Hamilton unequivocally and repeatedly testified that residents of The Lodge will be disabled and will need assistance with major life activities such as personal care, toileting, meal preparation, personal hygiene. (Tr. pp. 42-43; 51; 79; 89-92; 106-108; 122.) This information confirmed what was shared with Plaintiffs at the August 31, 2020 meeting verbally by Mrs. Hamilton and also in a brochure and a "Neighborhood Introduction" document distributed to the Plaintiffs at the August 31 meeting. *Id.* pp. 105-107; Jt. Ex. 3 (Brochure); Defs. Ex. C (Neighborhood Intro. Doc). Indeed, *in direct contradiction to her complaint verification and affidavit in support of the TRO Motion*, Ms. Sanfillipo testified at trial that Mrs. Hamilton stated multiple times at the August 31 meeting that disabled people will reside at The Lodge. (Tr. pp. 57-58.)

Soon after purchasing the Residence in July 2018, the Hamiltons began to renovate the residence for its intended purpose of housing seniors with disabilities. *Id.* pp. 76-77. An architect was hired, and Mr. Hamilton relayed the plans for the home and what was necessary in order for disabled seniors to live there. *Id.* p. 75. Upon completion of the renovations, the home will have wheelchair ramps, handrails inside and outside the home, an elevator, and handicap-accessible bedrooms and bathrooms. *Id.* pp. 85-88; Defs. Ex. B (construction plans). Photographs of the exterior of the Residence taken in 2017 (prior to purchase and renovation) compared to recent photographs clearly show that the Residence looks essentially the same post-renovations and has maintained its same residential appearance. (See Stip. ¶¶16-17; Jt. Exs. 5 and 6; Tr. p. 92-97.)

The interior of the Residence has the same essential characteristics of any single-family home: one kitchen with an eating area where residents will share their meals, and

common areas including a living room, sun room, media room, library/multi-purpose room, and patio. (Tr. pp. 87-88; 94; 108-111; Defs. Exs. B [construction plans], D [kitchen renderings], and E [floor plan renderings].) As Mrs. Hamilton testified, the Residence will be these disabled seniors' home; they will receive their mail and packages there; they will use this address to register to vote. (Tr. pp. 112-116.)

To date, the Hamiltons have invested over $1 million to buy and renovate the Residence as a community residential assisted living home for seniors with disabilities. *Id.* at pp. 91-92.

III. Law and Argument

A. The Lodge does not violate the covenants in the Warranty Deed because it remains a Residential Use and a Single-Family Residence.

Plaintiffs seek a declaration that the "construction and alteration" of the Residence violate covenants in the Warranty Deed that limit construction to single-family homes, prohibit commercial use, and require a garage. (Complaint/Prayer 1 at pp. 5-6.) Plaintiffs claim the Hamiltons are constructing a "commercial multi-occupant home." *Id.*, p. 6. Plaintiffs' claims are wrong as a matter of law and fact.

The relevant portions of the Warranty Deed state:

1. No lot shall be used for other than residential purposes * * *.
2. No building shall be erected on any lot other than one single-family dwelling with garage.

(Jt. Ex. 1.) Neither the renovations to nor the intended use of the Residence violates these covenants. First, in terms of a garage, the restrictive covenant does not *mandate* that each residence has a garage—it merely indicates that any residence *may* include a garage. Second, as a community residence for disabled persons, the Residence will continue to be used for "residential purposes" and will remain a "single-family dwelling"

as Ohio courts have repeatedly interpreted those terms, when not otherwise defined by the deed or local zoning regulations.

In *Saunders v. Clark County Zoning Dept.*, 66 Ohio St.2d 259, 421 N.E.2d 152 (1981), the Supreme Court held that whether a home is deemed residential and "single family" is determined primarily by: (1) how the group in fact functions under factors such as those outlined below; and (2) as defined by local zoning regulations—not because the local zoning regulations control over deed language—but because they are indicative of how the local government defines "family."

Critically, just because a home is occupied by unrelated individuals and there is compensation or payment of funds involved does *not* mean the home is not residential or single-family under local zoning regulations and deed restrictions. In *Saunders*, a group home for unrelated delinquent boys sought to continue operating as a "family" in an R-1 suburban residence district. The zoning ordinance did not indicate whether "family" required individuals to be related. The Court found that "family" should be interpreted broadly so that the zoning regulation did not "unconstitutionally intrude upon an individual's right to choose the family living arrangement best suited to him and his loved ones." *Id.* at 263. Further, it directed courts to carefully study the meaning of the terms "family," "dwelling unit," and "single-family dwelling" "without encrusting them with the barnacles of one's own notions and prejudices of what kind of 'family' should live in an 'R-1 suburban residential district.'" *Id.* at 265. Moreover, despite arguments to the contrary, the Supreme Court found the fact that the home provided more services than those normally afforded "natural" children at home was "totally irrelevant and immaterial." *Id.* at 264.

Similarly, in *City of Westerville v. Kuehnert*, 50 Ohio App.3d 77, 553 N.E.2d 1085 (10th Dist. 1988), the Tenth District found that *for-profit* "foster family homes" for residents placed by the Department of Developmental Disabilities were a permitted use because they remain single-family and residential *despite* their commercial nature. There, the city sought an injunction to prevent operation of "foster family homes" as defined in R.C. 5123.19(A)(6) in an R-1 and R-2 district. *Id.* at 77. The court found clear evidence that "the use of these homes by the residents is for the purpose of occupying a single dwelling unit as a household." *Id.* at 81. The court examined how the homes were configured to have multiple bedrooms, shared bathrooms, a single kitchen, and shared meals and chores. *Id.* at 80. Critically, the fact that the entity operating the homes was a for-profit enterprise had no bearing on this analysis; rather, the business aspects were "incidental to the use by the residents." *Id.* at 82. The trial court's focus on the property owners, rather than the use of the property by the residents, was incorrect. *Id.* at 81-82.

Multiple other Ohio courts have followed *Saunders* to reach similar conclusions when considering residences housing unrelated individuals. *See, e.g.*, *City of Toledo, Adm. Bd. of Zon. Appeals v. Wheeler*, 6th Dist. Lucas No. L-91-378, 1992 WL 114610 (May 29, 1992) (rental of property in single-family residential zone to five unrelated medical students was permitted use because same was a "family" under definition in Toledo Municipal Code, not a "lodging house"); *Bullitt v. City of Cleveland*, 8th Dist. Cuyahoga Nos. 50722 & 50723, 1986 WL 6366 (June 5, 1986) (affirming trial court decision allowing use of property in residential district as licensed family home for seven mentally disabled adults when it would operate as a single housekeeping and communal unit); *Concerned Citizens of Timberchase v. Morris Constr. Co.*, 1st Dist. Hamilton No. C-

830180, 1983 WL 2394 (Dec. 28, 1983) (finding home for six unrelated women with developmental disabilities was "single-family" within deed and zoning restrictions because it was a single household unit, not merely a group living in a boarding house); *Freedom Twp. Trustees v. Community Concern of Toledo, Inc.*, 6th Dist. Wood No. C.A. WD-81-65, 1981 WL 5833 (Nov. 27, 1981) (under *Saunders*, home for troubled youth constituted "single-family dwelling" under zoning resolution).

Plaintiffs have constructed a ruse that the Deed prohibits any income-generating—so-called "commercial"—activity at these residences. The Deed does nothing of the sort. As long as The Lodge is being used as a *residence*, it is in accord with the Deed covenants. If the mere fact of income generated in a single-family home were the test of "commercial" use, then anyone renting a house or room such as through AirBnB (which Dublin permits), conducting professional services such as accounting, or selling goods on eBay in that single-family home would be in violation of the Deed. Dublin does not prohibit such uses, nor does the Deed intend such a prohibition. In sum, a single-family dwelling can be both residential *and* support some element of revenue without doing violence to the language of the covenants—these are not mutually exclusive propositions.

Here, the evidence as outlined above supports the conclusion that The Lodge remains "single-family" and "residential" as those terms have been repeatedly interpreted by Ohio courts, including the Ohio Supreme Court and the Tenth District. While not necessary to support these conclusions, it is significant that the Dublin Zoning Code expressly considers residences like The Lodge a *permitted*, *residential* use. Dublin Codified Ordinance Section 153.073(C) states:

(C) Community residences for people with disabilities.

> (1) **A family community residence shall be allowed *as of right* in zoning districts** R, **R-I**, R-2, R-3, R-4, R-10, R-12 * * *.[1] [Emphasis added.]

Section 153.002(A)(3)(e) defines a "Community Residence" as:

> A **family-like *residential* living arrangement** *for five or more unrelated individuals with disabilities in need of the mutual support furnished by other residents of the community residence* as well as the support services provided by any staff of the community residence. * * * *A community residence seeks to emulate a biological family to normalize its residents and integrate them into the surrounding community. * * * Its primary purpose is to provide shelter in a family-like environment; treatment is incidental as in any home.* Inter-relationships between residents are an essential component. ***A community residence shall be considered a residential use of property*** *for purposes of all zoning* and building codes. * * * The term "community residence" includes the following * * *:
>
> 1. FAMILY COMMUNITY RESIDENCE. A relatively permanent living arrangement with no limit on length of tenancy for five or more unrelated individuals with disabilities, including but not limited to Adult Family Homes and Adult Care Facilities licensed by the Department of Mental Health and Addiction Services under R.C. § 5119.34.[2] [Emphasis added.]

Indeed, the Hamiltons received a Zoning Compliance Letter from Dublin for the intended use of The Lodge as a Community Residence for disabled seniors. (Jt. Ex. 3.)

As a matter of fact and law, the use of The Lodge as a Community Residence does not violate the deed restrictions, because it is still a single-family residence being used for residential purposes. Plaintiffs' request for a declaratory judgment otherwise, and related injunctive relief, must be denied.

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[1] Dublin's Zoning Code expressly separates "Residential" Districts (the R, R-I, R-2, R-3, R-4, R-10, and R-12 districts) from "Commercial" Districts. See chart at: https://codelibrary.amlegal.com/codes/dublin/latest/dublin_oh/0-0-0-95228#JD_153.016 (Att. as Ex. 1).

[2] Ottercreek RAL will secure a state license under R.C. 5119.34 as a Class Two Residential Facility (Defs. Ex. C) defined, as applicable here, as a privately operated home that provides accommodations, supervision, and personal care services to three to sixteen unrelated adults. R.C. 5119.34(B)(1)(b)(iii). Personal care services includes assisting residents with activities of daily living. R.C. 5119.34(A)(8)(a).

B. Any restrictive covenant that purports to preclude use of The Lodge as a Community Residence for disabled, elderly adults is in violation of, and is pre-empted by, the Fair Housing Act, R.C. 4112.02(H), and the Americans with Disabilities Act.

Even if the Court were to find—which it should not—that use of the residence as a Community Residence for disabled, elderly adults violates the Warranty Deed, Plaintiffs' action still fails, because the restrictive covenants upon which they premise their claims are subordinate to the mandates of the Fair Housing Act and R.C. 4112.02(H), as well as the Americans with Disabilities Act.

The Plaintiffs seek to prohibit the Residence from being used as a Community Residence on the grounds it would violate the 1956 Warranty Deed. They claim the deed precludes use for anything other than single-family residential purposes and, therefore, would preclude the Hamiltons' alleged "commercial" use of the Residence. Plaintiffs' position is untenable and ignores laws enacted after 1956 for the express purpose of prohibiting deed restrictions that historically discriminated against persons in various protected classes, including persons with disabilities. These civil rights laws include the Fair Housing Act, 42 U.S.C. 3601, *et seq*. ("FHA") and Ohio's equivalent law, R.C. 4112.02(H), and the Americans with Disabilities Act, 42 U.S.C. 12131, *et seq*. ("ADA").

Enacted in 1968, the FHA was amended in 1988 to expand the right to housing—*any* housing—to several additional classes of persons, including "handicapped" individuals. *See* 42 U.S.C. 3604(f). This expansion was "a clear pronouncement of a national commitment to end the unnecessary exclusion of persons with handicaps from the American mainstream. It repudiates the use of stereotypes and ignorance, and mandates that persons with handicaps be considered as individuals. Generalized

perceptions about disabilities and unfounded speculations about threats to safety are specifically rejected as grounds to justify exclusion."[3]

The FHA defines "handicap" as: (1) a physical or mental impairment that substantially limits one or more of the person's major life activities; (2) a record of having such an impairment; or (3) being regarded as having such an impairment. 42 U.S.C. 3602(h). "Physical or mental impairment" includes any physiological disorder or condition affecting one or more body systems such as neurological, musculoskeletal, special sense organs, respiratory, speech organs, and/or cardiovascular. 24 C.F.R. 100.201(a)(1). "Major life activities" include functions such as caring for oneself, performing manual tasks, walking, seeing, or hearing. 24 C.F.R. 100.201(b).

The FHA makes it unlawful to discriminate against or "otherwise make unavailable or deny, a dwelling" to any buyer or renter because of that person's handicap or the handicap of a person who will reside in or intends to reside in that dwelling. 42 U.S.C. 3604(f)(1)(A)–(B). It is also unlawful "[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of either a handicap of that person or a person residing in or intending to reside in that dwelling." 42 U.S.C. 3604(f)(2)(A)–(B). Further, it is unlawful to discriminate against *any* person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of the handicap of any person associated with that other person. 42 U.S.C. 3604(f)(2)(C). The language of the FHA is broad and

[3] H.R. Rep. No. 100-711, 100th Cong., 2d Sess. at 18 (1988), reprinted in 1988 U.S. Code Cong. & Admin. News 2173, 2179.

inclusive, and its terms must be given a generous construction. *Harmony Haus Westlake, LLC v. Parkstone Prop. Owners Ass'n, Inc.* 440 F. Supp.3d 654, 662 (W.D. Tex. 2000).[4]

"Since the FHA Amendments took effect, courts have made clear that ***single family deed restrictions cannot be used to exclude group homes for disabled persons from single family neighborhoods***." *United States v. Wagner*, 940 F. Supp. 972, 979 (N.D. Tex. 1996)(emphasis added); *Walls v. Capella Park Homeowners Ass'n, Inc.*, 2017 Tex. App. LEXIS 11193 ("the HOA [must] refrain from enforcing the Restrictive Covenant so that the residents may have the same opportunity as non-disabled persons to reside on the lots in question."); *Martin v. Constance*, 843 F. Supp. 1321, 1325 (E.D. Mo. 1994) (enforcement of restrictive covenant to oppose group home for handicapped persons violated FHA); *United States v. Scott*, 788 F. Supp. 1555, 1562 (D. Kan. 1992) (defendants violated the FHA by "attempting to enforce a restrictive covenant to prevent handicapped individuals from residing in their neighborhood."); *Deep E. Tex. Reg'l Mental Health and Mental Ret. Servs v. Kinnear*, 877 S.W.2d 550, 558 (Tex. App. 1994) (plaintiffs violated FHA "by attempting to enforce the challenged restrictive covenants to prevent mentally handicapped individuals from residing in their neighborhood"); *Rhodes v. Palmetto Pathway Homes, Inc.*, 400 S.E.2d 484, 486 (S.C. Sup. Ct. 1990) ("enforcement of this restrictive covenant would have the effect of depriving the mentally impaired of rights guaranteed under the [FHA]").

Ohio's Fair Housing law, R.C. 4112.02(H), contains the same protections for people with disabilities as the FHA. It makes it unlawful, among other things, to deny or make unavailable housing accommodations because of disability; to represent to any

[4] The FHA provides for costs, attorneys' fees, and actual and punitive damages. *See* 42 U.S.C. 3613(c).

person that housing accommodations are not available because of disability; and/or to refuse to make reasonable accommodations to policies and practices when necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit. R.C. 4112.02(H)(1), (2), and (19). In addition, it is unlawful to "include in any transfer, rental, or lease of housing accommodations any restrictive covenant, *or honor or exercise, or attempt to honor or exercise, any restrictive covenant*." R.C. 4112.02(H)(9); emphasis added. In *Matthews v. New Century Mortgage Corp.,* the court stated that because Ohio's law so closely parallels the FHA, it may presume that Ohio courts would interpret their statute to provide at least as much protection. 185 F. Supp.2d 874, 889 (S.D. Ohio. 2002)

Here, there is no question that the Residence will be used as a home for elderly disabled persons with impairments that substantially limit one or more of their major life activities (*i.e.*, caring for one's self). Even the sole Plaintiff testifying at trial admitted this (after stating otherwise in two previous sworn filings). Accordingly, the restrictive covenants in the 1956 Warranty Deed may not be asserted to prohibit the use of Residence, as intended by the Hamiltons. To do so would be to violate the FHA and R.C. 4112.02(H).[5]

IV. CONCLUSION

It is clear that the Hamiltons intend to and will use The Lodge as a residence for disabled seniors. This use is a "residential use," and the home remains a "single-family residence." As such, this use simply does not violate the restrictive covenants. Moreover, even if the court were to find, for example, that the use is commercial (which it is not, as

[5] In addition to the FHA and R.C. 4112.02(H), the ADA guarantees disabled persons equal access to public accommodations, which include any privately owned "place of lodging." 42 U.S.C. 12182(a); 42 U.S.C. 12181(7)(A).

even the City of Dublin recognizes), the restrictive covenants cannot act to preclude the use of this home as a Community Residence for disabled seniors, because that would run directly afoul of the FHA and R.C. 4112.02(H).

For the foregoing reasons, Defendants request that this Court deny Plaintiffs' claims for relief, dismiss the Complaint in its entirety, and award Defendants attorney fees and costs.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 6, 2020, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all registered parties by operation of the Court's electronic filing system and parties may access this filing through the Court's system. A courtesy copy has also been emailed to counsel for Plaintiffs.

/s/ Jennifer A. Flint.
Jennifer A. Flint

§ 153.016 DESIGNATION OF ZONING DISTRICTS.

(A) *Standard zoning districts.* The names and symbols for standard zoning districts as shown on the zoning district map are as follows:

NAME	*SYMBOL*
Residential Districts	
Rural	R
Restricted Suburban Residential	R-1
Limited Suburban Residential	R-2
Suburban Residential	R-3
Suburban Residential	R-4
Two-Family Residential	R-10
Urban Residential	R-12
Commercial Districts	
Suburban Office and Institutional	SO
Neighborhood Commercial	NC
Community Commercial	CC
Central Business	CB
Central Community Commercial	CCC

NAME	*SYMBOL*
Industrial Districts	
Restricted Industrial	RI
Limited Industrial	LI
General Industrial	GI
Office, Laboratory, Research	OLR
Innovation Districts	
Research Office	ID-1
Research Flex	ID-2
Research Assembly	ID-3
Research Mixed Use	ID-4
Research Recreation	ID-5
Technology Flex	TF
Planned Districts	
Planned Low Density Residential	PLR
Planned High Density Residential	PHR
Planned Shopping Center	PSC
Planned Highway Service	PHS
Planned Industrial Park	PIP
Planned Unit Development	PUD
Planned Office, Laboratory and Research	POLR
Special Districts	
Flood Plain	FP
Excavation and Quarry	EQ
Oil and Gas	OG
Exceptional Uses	EU
Bridge Street Corridor Districts	
BSC Residential	BSC-R
BSC Office Residential	BSC-OR
BSC Office	BSC-O
BSC Commercial	BSC-C

EXHIBIT 1

BSC Historic Core	BSC-HC
BSC Historic Residential	BSC-HR
BSC Sawmill Center Neighborhood	BSC-SCN
BSC Historic Transition Neighborhood	BSC-HTN
BSC Indian Run Neighborhood	BSC-IRN
BSC Vertical Mixed Use	BSC-VMU
BSC Public	BSC-P

(B) *Legend.* There shall be provided on the zoning district map a legend which shall list the name and symbol for each zoning district.

(C) *Use of color or pattern.* In lieu of a symbol, a color or black and white pattern may be used on the zoning district map to identify each zoning district as indicated in the legend.

('80 Code, § 1141.02) (Ord. 21-70, passed 7-13-70; Am. Ord. 18-11, passed 5-23-11; Am. Ord. 32-11, passed 6-27-11; Am. Ord. 19-12, passed 4-23-12)