



Municipal Planning Commission
Regular Meeting

Minutes

May 12, 2022
4:00 PM

CALL TO ORDER

Attendee Name	Title	Status
Matthew T. Starr	Chairman	Present
Austin Swallow	Member	Present
Robert Drews	Member	Excused
Richard Dzik	Member	Present
Eric Diehl	Alt. Member	Excused
Todd Hawkins	Alt. Member	Present
Julia Warga	Member	Excused

Others in attendance: City Development Services Manager, Lacie Blankenhorn; City Law Director, Rob Broeren; Ron Sheets; Jim Stulka; Aaron Cox; Amber Keener

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Apr 14, 2022 4:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Todd Hawkins, Alt. Member
AYES:	Starr, Swallow, Dzik, Hawkins
EXCUSED:	Drews, Diehl, Warga

MPC ITEMS

- 2022-MPC-17 : Upper Gilchrist RD Parcels #71-00001.000; 71-00004.000; 71-00001.046 - Final Plat

Blankenhorn introduced the case: 2022-MPC-17 Upper Gilchrist RD Parcel #71-00001.000; parcel 71-00004.000; and parcel 71-00001.046 Final Plat

Cox (sworn in) - explained they are requesting approval of the final plat for phase 1 of the Gilchrist Estates Subdivision being developed by Schlabach Builders off of Upper Gilchrist RD. They are to the point in construction where they would like to get Plymouth RD dedicated and the plat recorded with the County so they can proceed with lot sales. There are a couple items on the requirements list for final plat that are not completed yet. A cost estimate shows these items to be bonded. The list includes: setting property monuments and pins; street pavement; sidewalks; electric and cable; tree planting; record drawings; and street signage. The curb and gutter is in. The lots are graded. The streets are ready for pavement. Final plat approval is the next step to be able to sell the lots.

Hawkins confirmed that the remaining work will be bonded.

Swallow asked when completion is anticipated. Cox said for the entire project, it will be some time. The sidewalks will likely be done on a lot-by-lot basis as the houses are constructed, as will tree planting. The pavement is expected to come in early summer for the base layer. As home constructions are completed the blacktop will be completed.

Swallow asked if construction would start in the fall, for homes. Cox said as soon as possible, likely earlier than fall.

Stulka (sworn in) had questions about the development. Has the layout changed since the approval process started? He saw a couple different layouts.

Dzik said there was an initial layout for the single family homes. Schlabach re-approached the Commission with the layout for condominium development which was approved. To his knowledge there hasn't been changes from anything that was approved by the Commission.

Stulka asked if they were supposed to receive anything in the mail about those changes. Blankenhorn said yes, notices were mailed for all Municipal Planning Commission meetings. The approval process for this development started last year. Dzik explained adjacent property owners are included in the mailings. Stulka said he purchased his house in December.

Stulka asked about the number of trees that were removed from the property and if there is a plan for replacing them. Starr said yes the Shade Tree and Beautification Committee (STC) oversees that. The developers did work with STC to reach a replacement agreement.

Stulka asked if adjacent properties could request a divider between the new development and their property. Starr suggested Stulka approach the developer to discuss those options. Broeren said he didn't think there is anything in the code that would require it. Blankenhorn said no, the only screening that is required is between commercial and residential.

Dzik said Stulka's property is just north of the subject developments Lot 13. Stulka asked how close the houses will be to the shared property lines.

Cox explained the building setback lines are shown on the plat; 30' front and rear setbacks, and 10' side setbacks.

Stulka thought lot 13 was going to be foliage and not a lot for a home site. Broeren said lot 13 has not changed since the preliminary plat was approved. Blankenhorn added there was a rendering showing what Stulka was describing, but the preliminary plat that was approved moved the road down and created lot 13 as it is depicted on the final plat.

Broeren said the building setback lines shown on the plat are the minimum requirements. Homes will be situated on the lots as the house designs are selected.

Cox added with regard to the tree removal and planting, he thinks the agreement provides for 5 trees per lot with 2 trees to be planted in the tree lawn and the remaining 3 trees to be placed on the lot itself.

Stulka asked if it is known how many trees were removed. Dzik said there was a tree inventory done, but the specifics were handled by STC. Dzik added there were a lot of dead ash trees that needed to be removed. A lot of the focus was on removing bad trees from the area.

There was no communication to be presented through the Development Services Manager about this hearing. Blankenhorn did point out that the stormwater management agreement is still being worked through the Utilities Commission. Until that is finalized there is not a stormwater management agreement for the development. Starr asked if that would hold up the Commissions decision. Broeren said no, the issue is that the Utility Commission has published proposed rules for public comment. A meeting is set to adopt the final rules. There is a special meeting next week. Once those are adopted, Council will be asked to adopt fees for the management of the private stormwater system. The agreement needs to be in place by the time they start parceling these out.

Blankenhorn was not aware of any other engineering concerns. Broeren did not have any legal concerns.

Swallow made a motion for the adoption of the final plat pending the bonding that is being secured.

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MOVER:	Austin Swallow, Member
SECONDER:	Richard Dzik, Member
AYES:	Starr, Swallow, Dzik, Hawkins
EXCUSED:	Drews, Diehl, Warga

ADJOURN

- Adjourn Motion

Hawkins made a motion to adjourn the meeting, Swallow seconded and the meeting was adjourned at 4:21 PM

RESULT:	APPROVED [UNANIMOUS]
AYES:	Starr, Swallow, Dzik, Hawkins
EXCUSED:	Drews, Diehl, Warga



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 05/12/22 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn
 Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3566)

DOC ID: 3566

2022-MPC-17 : UPPER GILCHRIST RD PARCELS #71-00001.000; 71-00004.000; 71-00001.046 - FINAL PLAT

Per Codified Ordinance 1135.07 a request for review of final plat by the Municipal Planning Commission has been submitted .

Description of Request: The Final Plat for Gilchrist Estates Phase I has been submitted for review and approval.

****The Phase 1 Final Plat was revised per County review comments and now dated 5-12-2022****

COMMENTS - Current Meeting:

Blankenhorn introduced the case: 2022-MPC-17 Upper Gilchrist RD Parcel #71-00001.000; parcel 71-00004.000; and parcel 71-00001.046 Final Plat

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SECONDER:	Richard Dzik, Member
AYES:	Matthew T. Starr, Austin Swallow, Richard Dzik, Todd Hawkins
EXCUSED:	Robert Drews, Eric Diehl, Julia Warga

We, the undersigned, hereby certify that the plat hereon correctly represents the Gilchrist Subdivision Phase 1, a subdivision of Lots 1 to 21 inclusive, do hereby accept this plat of same and dedicate to public use as such all or parts of roads, boulevards, etc., shown hereon and not heretofore dedicated.

We, the undersigned, being all the owners and lien holders of the land herein platted further agree that any use of improvements made on the land shall be in conformity with the Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book ____, Page ____ of the Knox County Official Records and with all existing valid zoning, platting, health or other lawful rules and regulations of the City of Mount Vernon, Knox County, Ohio for the benefit of themselves and all other subsequent owners or assigns taking title from, under or through the undersigned.

In witness whereof, we have set our hand this _____ day of _____, 20 ____.

The owner, or his representative, hereby irrevocably offers for city dedication, all streets, city uses, easements, parks and required utilities shown on the subdivision plat and construction plans in accordance with irrevocable of dedication.

Dated this _____ day of _____, 20 ____ and recorder in Knox County, Ohio.

witness Roy Schlabach

STATE OF OHIO
COUNTY OF _____

Before me, a Notary Public in and for said county and state, personally appeared the above signed owners of the land shown on this plat, who acknowledge that they did sign the foregoing instrument and that it was their free act and deed according to law. In testimony whereof, I have hereunto subscribed my name and affixed my seal on this _____ day of _____, 20 ____

Notary Public
County of _____, State of Ohio My Commission Expires _____

ENGINEER:
This platting and the requirements improvements completed and/or proposed, are hereby approved.

Mount Vernon City Engineer Date

CITY PLANNING COMMISSION:
The Planning Commission of the City of Mount Vernon, Ohio hereby approves this platting as shown hereon.

Chairman Date

The lots represented on this plat have been transferred.
This _____ day of _____, 20 ____.

Platted Acreage _____
Dedicated Roadway _____
Auditing Fee _____

Knox County Auditor

The plat was received for recording.
This _____ day of _____, 20 ____ at _____ M and Recorded.
This _____ day of _____, 20 ____ at _____ M in Plat Cabinet ____
Slot ____ accompanying restrictions are recorded in Vol. ____, Pages ____ Deed Records.

Plat fee _____
Covenants fee _____
Total Recording fee _____

Knox County Recorder

DESCRIPTION OF A 15.171 ACRE PARCEL
GILCHRIST SUBDIVISION PHASE 1

Situated in the City of Mount Vernon, County of Knox and State of Ohio and also being part of Section 17 of Quarter Township 3 of Township 7, Range 12 of the United States Military District and being part of parcels conveyed to Schlabach Builders, Ltd. (PPN 71-00001.046, 71-0001.000 & 71-00004.000) and recorded in O.R. Book 1872; Page 725, O.R. Book 1873, Page 122; O.R. Book 1891, Page 909 of the Knox County Official Records, and more fully bounded and described as follows:

Beginning at an ½ inch iron pipe found at the northwest corner of The Village of Colonial Woods Condominiums First Amendment as recorded in Plat Cabinet C, Slot 72 of the Knox County Plat Records, said iron pipe being the **Place of Beginning** for the parcel of land herein described;

Course No. 1; Thence S 46°19'06" W, along the northwesterly line of said The Village of Colonial Woods Condominiums First Amendment, a distance of 89.12 to a "DIVERSIFIED ENGINEERING" capped ¾ inch iron pin found;

Course No. 2; Thence S 86°36'23" W, along the northerly line of a parcel conveyed to EJ Mt Vernon Partners, LLC (PNN 71-00001.022) as recorded in O.R. Book 1340, Page 673, a distance of 265.62 feet to a "DIVERSIFIED ENGINEERING" capped ¾ inch iron pin found;

Course No. 3; Thence S 03°05'26" E, along a westerly line of said parcel conveyed to EJ Mt Vernon Partners, LLC (PNN 71-00001.022), a distance of 185.00 feet to a "DIVERSIFIED ENGINEERING" capped ¾ inch iron pin found;

Course No. 4; Thence S 86°42'51" W, along a northerly line of said parcel conveyed to EJ Mt Vernon Partners, LLC (PNN 71-00001.022), a distance of 111.91 feet to a "DIVERSIFIED ENGINEERING" capped ¾ inch iron pin found;

Course No. 5; Thence S 49°49'53" W, along a northwesterly line of said parcel conveyed to EJ Mt Vernon Partners, LLC (PNN 71-00001.022), a distance of 41.24 feet to a "DIVERSIFIED ENGINEERING" capped ¾ inch iron pin found;

Course No. 6; Thence N 86°48'27" W, along the northerly line of said parcel conveyed to EJ Mt Vernon Partners, LLC (PNN 71-00001.022), a distance of 269.33 feet to an iron pin set;

Course No. 7; Thence N 02°59'22" E, along a new line of division, a distance of 193.63 feet to an iron pin set;

Course No. 8; Thence N 87°00'38" W, along a new line of division, a distance of 27.56 feet to an iron pin set;

Course No. 9; Thence along a new line of division, with a curve to the left, a delta of 22°35'36", having a radius of 120.00 feet, a chord bearing of S 81°41'33" W, a chord length of 47.01 feet, and an arc length of 47.32 feet to an iron pin set;

Course No. 10; Thence N 19°36'15" W, along a new line of division, a distance of 60.00 feet to an iron pin set;

Course No. 11; Thence along a new line of division, with a curve to the right, a delta of 06°32'06", having a radius of 180.00 feet, a chord bearing of N 73°39'48" E, a chord length of 20.52 feet, and an arc length of 20.53 feet to an iron pin set;

Course No. 12; Thence N 03°18'29" E, along a new line of division, a distance of 378.08 feet to an iron pin set;

Course No. 13; Thence S 86°41'31" E, along the southerly line of a parcel conveyed to the State of Ohio (PPN 49-50015.000) as recorded in Deed Volume 119, Page 564 of the Knox County Deed Records, a distance of 162.68 feet to a stone monument found;

Course No. 14; Thence N 03°06'55" E, along the easterly line of said parcel conveyed to the State of Ohio (PPN 49-50015.000), a distance of 185.63 feet to an iron pin set;

Course No. 15; Thence S 63°49'35" E, along a new line of division, a distance of 149.79 feet to an iron pin set;

Course No. 16; Thence S 65°04'14" E, along a new line of division, a distance of 79.21 feet to an iron pin set;

Course No. 17; Thence N 54°46'27" E, along a new line of division, a distance of 60.00 feet to an iron pin set;

Course No. 18; Thence along a new line of division, with a curve to the left, a delta of 05°27'47", having a radius of 231.35 feet, a chord bearing of S 37°57'26" E, a chord length of 22.05 feet, and an arc length of 22.06 feet to an iron pin set;

Course No. 19; Thence along a new line of division, with a compound curve to the left, a delta of 04°14'29", having a radius of 264.50 feet, a chord bearing of S 42°48'31" E, a chord length of 19.58 feet, and an arc length of 19.58 feet to an iron pin set;

Course No. 20; Thence S 44°55'46" E, along a new line of division, a distance of 26.90 feet to an iron pin set;

Course No. 21; Thence N 64°17'51" E, along a new line of division, a distance of 138.01 feet to an iron pin set;

Course No. 22; Thence N 79°16'53" E, along a new line of division, a distance of 119.47 feet to an iron pin set;

Course No. 23; Thence N 84°58'28" E, along a new line of division, a distance of 114.18 feet to an iron pin set;

Course No. 24; Thence N 61°37'11" E, along a new line of division, a distance of 60.00 feet to an iron pin set;

Course No. 25; Thence S 72°48'09" E, along a new line of division, a distance of 243.84 feet to an iron pin set;

Course No. 26; Thence S 02°58'54" W, along the westerly line of a parcel conveyed to Cayla M. Slaughter and James K. Stulka, II (PPN 49-00270.000) as recorded in O.R. Book 1896, Page 178 of the Knox County Official Records, a distance of 96.80 feet to a ¾" iron pin found;

Course No. 27; Thence S 86°41'02" E, along the southerly line of said parcel conveyed to Cayla M. Slaughter and James K. Stulka, II (PPN 49-00270.000), passing on line an iron pin set at 163.45 feet, a "TRACY & MILLS" capped iron pin found at 181.87 feet and a total distance of 196.45 feet to a point;

Course No. 28; Thence S 03°02'33" W, along the easterly line of the above mentioned parcel as conveyed to Schlabach Builders, Ltd (PPN 71-00001.000) and the centerline of Upper Gilchrist Road (Twp. Rd. 254) - 40' R/W, a distance of 369.65 feet to a point;

Course No. 29; Thence N 74°13'26" W, along a new line of division, passing on line an iron pin set at 33.83 feet and a total distance of 205.20 feet to an iron pin set;

Course No. 30; Thence N 61°58'45" W, along a new line of division, a distance of 195.59 feet to an iron pin set;

Course No. 31; Thence N 61°43'31" W, along a new line of division, a distance of 30.43 feet to an iron pin set;

Course No. 32; Thence N 70°28'16" W, along a new line of division, a distance of 100.00 feet to an iron pin set;

Course No. 33; Thence N 86°01'22" W, along a new line of division, a distance of 92.80 feet to an iron pin set;

Course No. 34; Thence S 56°18'25" W, along a new line of division, a distance of 59.58 feet to an iron pin set;

Course No. 35; Thence S 34°55'04" W, along a new line of division, a distance of 68.94 feet to an iron pin set;

Course No. 36; Thence S 55°04'56" E, along a new line of division, a distance of 77.34 feet to an iron pin set;

Course No. 37; Thence S 86°01'34" E, along a new line of division, a distance of 99.78 feet to an iron pin set;

Course No. 38; Thence S 02°59'08" W, along a new line of division, a distance of 40.66 feet to the **Place of Beginning** and containing 15.171 acres of land of which 0.294 acres is out of PPN 71-00004.000, 6.654 acres is out of PPN 71-00001.046 and 8.223 acres is out of PPN 71-00001.000, more or less. Description is based on an actual field survey by David J. Kroger, P.S., Ohio Registration No. S-8329 in March 2022, but subject to all legal roads, highways, rights of way, easements and leases of record.

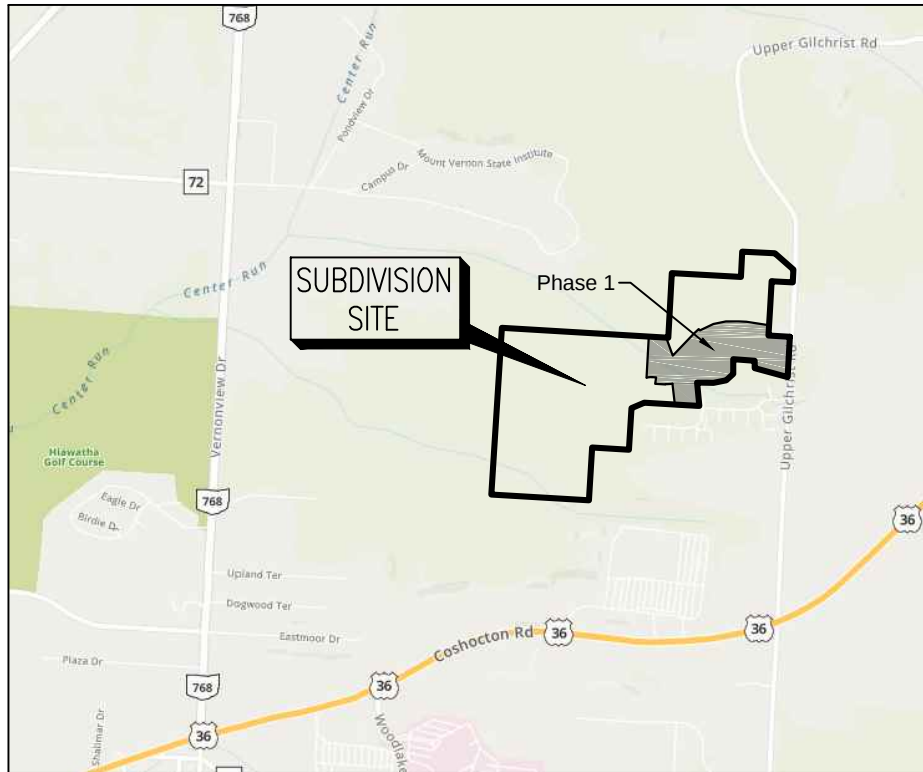
The Basis of Bearing is Ohio State Plane Coordinates, North Zone, NAD 1983.

All iron pins set are 30 inch X 3/4 inch round steel bars with plastic caps stamped "RLS 8329".

Reference used:
County Auditor's Tax Maps
Deeds as noted hereon
Surveys on File at the County Map Office

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	27.78'	25.60'	S 36°44'41" E	79°34'29"
C2	130.00'	53.90'	53.52'	S 64°39'15" E	23°45'21"
C3	220.00'	40.36'	40.31'	S 58°01'25" E	10°30'45"
C4	220.00'	90.82'	90.18'	S 75°06'22" E	23°39'09"
C5	970.00'	110.58'	110.52'	N 89°48'07" E	6°31'54"
C6	970.00'	30.28'	30.28'	S 85°38'31" W	1°47'19"
C7	270.00'	96.63'	96.11'	S 74°29'43" W	20°30'17"
C8	270.00'	133.68'	132.31'	N 50°03'34" E	28°22'00"
C9	270.00'	4.52'	4.52'	S 35°23'49" W	0°57'30"
C10	280.00'	38.68'	38.65'	S 38°52'32" W	7°54'56"
C11	280.00'	181.02'	177.88'	N 61°21'14" E	37°02'29"
C12	280.00'	64.09'	63.95'	N 86°25'55" E	13°06'53"
C13	180.00'	50.45'	50.28'	S 84°57'36" W	16°03'31"
C14	220.00'	187.32'	181.72'	S 68°35'48" W	48°47'08"
C15	220.00'	35.66'	35.62'	N 39°33'39" E	9°17'10"
C16	330.00'	62.60'	62.51'	N 40°21'08" E	10°52'09"
C17	15.00'	21.60'	19.78'	S 04°32'03" W	82°30'19"
C18	70.00'	10.03'	10.02'	S 40°49'26" E	8°12'39"
C19	324.50'	24.03'	24.02'	N 42°48'30" W	4°14'32"
C20	297.35'	27.78'	27.76'	S 37°57'25" E	5°27'44"
C21	130.00'	18.63'	18.61'	N 40°49'26" W	8°12'39"
C22	15.00'	21.60'	19.78'	S 77°58'16" E	82°30'19"
C23	330.00'	73.64'	73.49'	S 67°10'08" W	12°47'07"
C24	330.00'	64.43'	64.32'	N 79°09'16" E	11°11'10"
C25	1030.00'	14.62'	14.62'	S 85°09'15" W	0°48'47"
C26	1030.00'	134.96'	134.86'	N 89°18'51" E	7°30'26"
C27	15.00'	29.91'	25.19'	S 35°56'47" W	114°14'35"
C28	70.00'	8.80'	8.80'	S 24°48'40" E	7°12'19"
C29	130.00'	56.80'	56.35'	N 15°51'47" W	25°02'04"
C30	15.00'	18.76'	17.56'	S 39°10'02" E	71°38'35"
C31	280.00'	108.59'	107.91'	N 63°52'41" W	22°13'17"
C32	70.00'	24.97'	24.84'	S 62°59'49" E	20°26'30"
C33	20.00'	36.21'	31.46'	N 54°54'44" E	103°44'23"
C34	100.00'	41.46'	41.17'	S 64°39'15" E	23°45'21"
C35	250.00'	149.07'	146.87'	S 69°50'59" E	34°09'53"
C36	1000.00'	145.22'	145.09'	N 88°54'28" E	8°19'13"
C37	300.00'	260.91'	252.76'	N 59°49'58" E	49°49'48"
C38	250.00'	253.39'	242.68'	N 63°57'13" E	58°04'18"
C39	150.00'	59.15'	58.77'	N 81°41'33" E	22°35'36"
C40	100.00'	43.69'	43.35'	S 15°51'47" E	25°02'04"
C41	100.00'	14.33'	14.32'	S 40°49'26" E	8°12'39"
C42	294.50'	21.80'	21.80'	N 42°48'30" W	4°14'32"
C43	261.35'	24.92'	24.91'	S 37°57'25" E	5°27'44"

LINE	BEARING	DISTANCE
L1	S 36°43'07" E	21.52'
L2	N 36°43'07" W	21.52'
L3	S 84°44'51" W	10.03'
L4	N 84°44'51" E	10.03'
L5	N 84°44'51" E	10.03'



VICINITY MAP
SCALE: 1 in. = 1/4 Mile

TOTAL ACREAGE OF PHASE 1: 15.171 ACRES
TOTAL ACREAGE OF LOTS: 12.300 ACRES TOTAL
ACREAGE OF STREETS: 2.871 ACRES

0.294 acre out of PPN 71-00004.000
6.654 acres out of PPN 71-00001.046
8.223 acres out of PPN 71-00001.000

Developer:
Schlabach Builders, Ltd.
6678 State Route 241
Millersburg, Ohio 44654

This survey was made in accordance with the minimum Standards for Boundary Surveys located in Chapter 4733-37 of the Ohio Administrative Code and was based on an actual field survey performed on or about March 24, 2022.

David J. Kroger, P.S. Professional Surveyor No. S-8329 Date

SHEET NO: 13

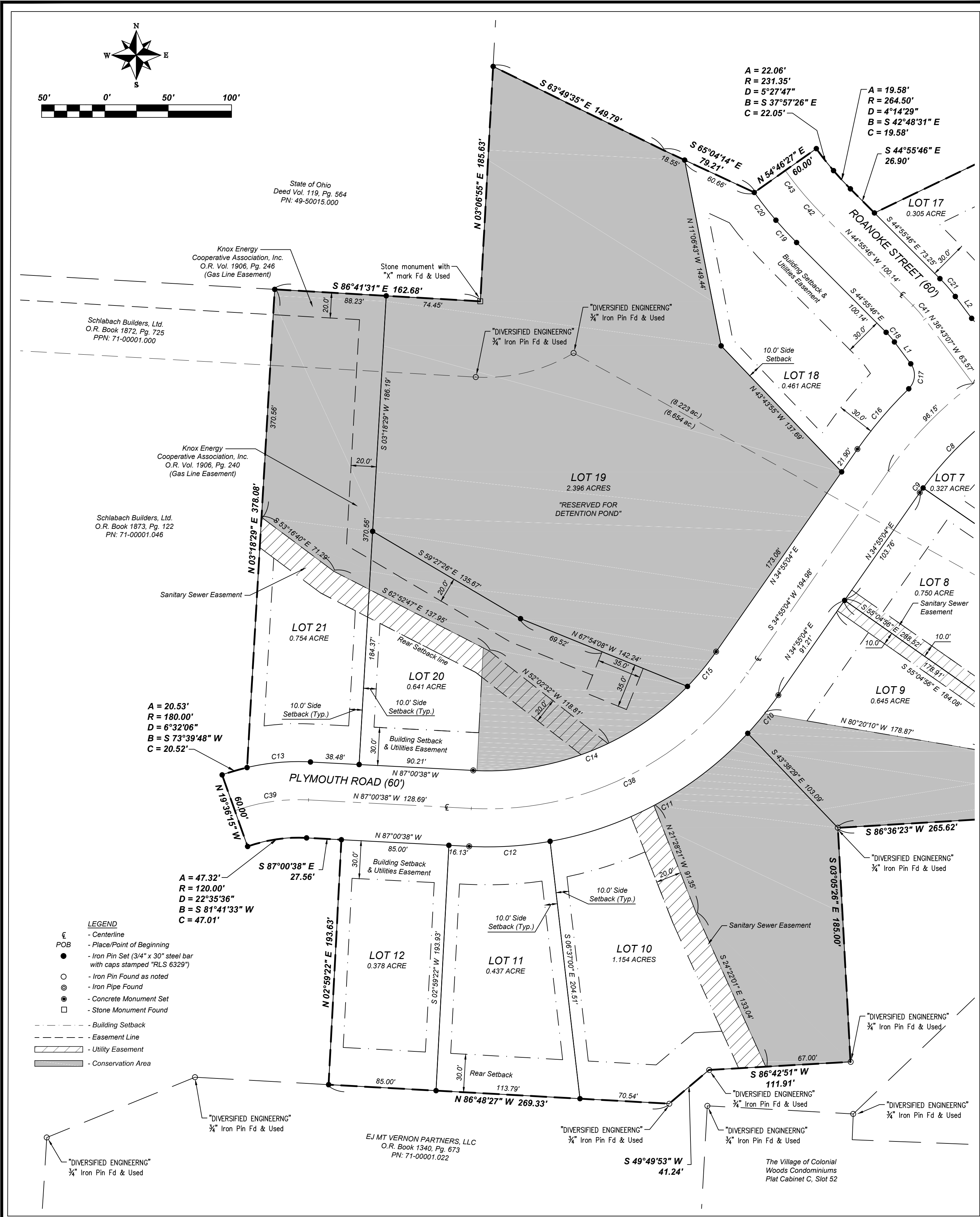
PLAT OF
GILCHRIST SUBDIVISION
PHASE 1

Situated in the City of Mount Vernon, County of Knox and State of Ohio, being part of Section 17, Quarter Township 3, Township 7, Range 12 of the United States Military District.

ISSUE DATE 05/11/22 SCALE 1" = 50'
SURVEYED BY DEI DATE 04/23/21
DRAWN BY LDB DATE 03/24/22
CHECKED BY DJK DATE 05/11/22

FILE ID: PHASE 1 FINAL PLAT 03-24-2022





ISSUE DATE 05/11/22 SCALE 1" = 50'
SURVEYED BY DEI DATE 04/23/21
DRAWN BY LDB DATE 03/24/22
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FILE ID: PHASE 1 FINAL PLAT 03-24-2022

PLAT OF
GILCHRIST SUBDIVISION
PHASE 1
Situated in the City of Mount Vernon, County of Knox and State
of Ohio, being part of Section 17, Quarter Township 3, Township
7, Range 12 of the United States Military District.

SHEET NO:
3/3

Attachment: Phase 1 Final plat 05-12-2022 (3566 : 2022-Mpc-17)

----- Space Above This Line For Recording Data -----

GILCHRIST ESTATES SUBDIVISION – PHASE I

Declaration of Covenants, Conditions & Restrictions

SCHLABACH BUILDERS, LTD., an Ohio limited liability company, hereinafter referred to as Declarant, is the owner in fee simple of certain real property located in Monroe Township, Knox County, Ohio and known by official plat designation as Gilchrist Estates Subdivision, Phase I, pursuant to a plat recorded on _____ in the Plat Volume _____, Page _____, Knox County, Ohio.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting said subdivision, Declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

"Declarant" shall mean Schlabach Builders, Ltd., its successors and assigns, provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development, and provided that Schlabach Builders, Ltd. no longer owns any undeveloped Lots, or has expressly relinquished its role as Declarant.

"Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common or "special purpose" areas, easements and streets.

"Maintenance" shall mean the exercise of reasonable care to keep structures, walkways, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Attachment: Declaration 2022-04-07 (3566 : 2022-Mpc-17)

"Mortgage" shall mean a conventional mortgage or a deed of trust.

"Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

"Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction these restrictions as hereinafter provided.

"Turnover Date" shall mean the date the Declarant no longer owns a Lot in the Subdivision or the date Declarant relinquishes its rights and obligations thereto, whichever occurs earlier.

ARTICLE II ARCHITECTURAL CONTROL

Section 1. Establishment. The Declarant, its successors and assigns, has full authority to review, accept or decline all development plans required by this declaration. Said architectural control of Declarant shall exist until the Turnover Date.

Section 2. Procedure. All requests directed to the Declarant must be in writing and in accordance with this Declaration.

ARTICLE III ARCHITECTURAL AND SITE CONTROL

Section 1. Residential Use; Size and Commencement Restrictions.

All Lots shall be used exclusively for single-family residential purposes. No ranch style residence or one and a half-story residence shall be erected having less than 1200 square feet of living space and no two-story residence shall be erected having less than 1500 square feet of living space.

Prior to commencement of construction, an Owner shall keep the Lot mowed and neat in appearance, and may not use the Lot for storage of personal property without the prior approval of the Declarant. Unimproved Lots shall be mowed anytime the grass reaches or exceeds eight (8) inches. Declarant reserves the right to arrange for mowing of any Lot not sufficiently cared for by the Owner, and charge the cost of the same to Owner.

Section 2. Architectural Control. No excavation, building or other structure or thing shall be commenced, erected, installed, placed, used, maintained or altered on any Lot until the one complete set of detailed specifications and a plan showing the location, elevation, grade and slope of the structure and improvements have been approved by the Declarant as to quality of workmanship and materials of external design with existing structures, and as to location with respect to topography, finish grade elevation and lot lines. Said plans and specifications shall contain the following information:

Lot dimensions, four sides;

- (a) House dimensions;
- (b) Setback lines in accordance with the recorded plat and city ordinances;
- (c) Existing grade and finish grade elevations at one corner of house;
- (d) Finish floor elevation;
- (e) Plan designation;
- (f) Drive and walk width;
- (g) Street name;
- (h) Lot number and subdivision designation;
- (i) Exterior materials and design including proposed colors.

Section 3. Garages and Sheds. For Lots 0.64 acres or smaller, each dwelling shall have an attached garage for not less than two (2) vehicles. The exterior of the garage shall be of similar composition, style and color as the dwelling. One (1) storage shed per Lot is permitted. Said storage shed shall not exceed 10' x 14' in size and shall be of similar composition, style and color as the dwelling and garage.

For Lots 0.65 acres or larger, each dwelling may have an attached garage and/or one (1) detached garage or outbuilding. Attached garages shall be of sufficient size to accommodate not less than two (2) vehicles. Said garages and outbuildings shall be of similar composition, style and color as the dwelling and may not exceed 24' x 24' in size. Detached garages and outbuildings must be constructed on a foundation and shall abide by all setback rules for dwellings.

Section 4. Grades, Slopes and Elevations. Declarant reserves the sole and exclusive right to establish grades, slopes and elevations to the premises hereby conveyed, and to fix the grade at which any building or improvement shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

Section 5. Driveways. All driveways must be of hard surface material, being either asphalt or concrete, and shall be completed within six (6) months of the completion of the dwelling. No gravel driveway may be caused or suffered to remain on a Lot after said six (6) month period.

Section 6. Lot Splits and Combinations. No Lots may be split to create new building Lots. Any Lot splits are limited to conveyances between adjoining land owners and must be approved by both the Declarant and governmental agencies having authority thereon. Declarant reserves the right to combine all or parts of Lots in any fashion without the consent of any other Lot Owner. Included in the rights so reserved are the rights to vacate easement areas and building set back lines and to change any property line to any adjoining Lot.

Section 7. Excavation. Any excavation on any Lot shall be back filled as soon as possible consistent with good construction practices and the disturbed areas shall be graded. Immediately upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of sediment fence, straw bales or other approved methods. Erosion and its effects are the responsibility of the Owner and any contractor retained by said Owner. Excess excavated soil shall be disposed of so as not to be detrimental to adjacent properties.

Section 8. Completion of Construction. The exterior construction of all dwellings, garages and other buildings in accordance with this Declaration and with approved plans shall be completed not later than twelve (12) months from the date excavation began.

Section 9. Completion of Landscaping. All landscaping shall be completed within six (6) months of the completion of construction pursuant to Section 8, subject to Section 10. Landscaping plans shall be approved by the Declarant as provided herein.

Section 10. Landscaping. Landscaping plans shall be provided and approved to the Declarant as provided herein. Said plans shall be provided not less than thirty (30) days prior to completion or occupancy of the dwelling. The planting shall be in conformity with the approved landscaping plan which shall include a minimum of six (6) 1 gallon base shrubs and (1) street tree. Such landscaping shall be completed as indicated in Section 9, unless that period is not within a planting season. If not within a planting season, Owner shall complete the landscaping as soon as reasonably practical. All Lots shall be completely seeded and maintained to the standards provided herein.

Section 11. Fences. No fence shall be nearer to the street than the rear wall of the dwelling constructed upon the Lot. Such fence shall be neat in appearance, of good construction, not taller than four (4) feet from the typical ground level and shall not be solid or built in a manner to totally obstruct view.

Section 12. Drainage. No structure, planting or other material may be stored or erected on the Lots that interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel.

The utility easements shall contain no vegetation other than turf grass. There shall be no earth mounds, fences nor any other structure erected or placed across, on, over or within the utility easements. If a Lot has a side utility easement, Owners may install decorative shrubbery or fences. If Owners install said shrubbery or fence on a side lot utility easement, the Owner shall be responsible for moving, repairing and reinstalling said shrubbery or fence, at their own expense, if the utility requires maintenance, repair, removal or installation. All inlet and outlet storm sewer pipes as well as any flow control devices within the limits of the basin easement shall be kept free of debris and/or blockage as necessary for the basin to function properly. No swing sets, playgrounds or structures, work equipment, landscape beds, driveways or other structures of any kind are permitted within the limits of the basin easements and/or conservation areas. No earthwork or changes to the grades of any kind are permitted within the limits of the basin easements and/or conservation areas.

Section 13. Sidewalks. Purchasers of Lots shall install sidewalks on both sides of streets, excluding cul de sacs, within five (5) months of the completion of a residence thereon. Said sidewalks shall be concrete, 4 feet wide with 4 inch thickness and shall comply with the grade. Failure to install the same as provided herein shall render the Owner liable to Declarant, and Declarant may recover the cost of same from the Owner and cause installation of sidewalks to be made.

ARTICLE IV RESIDENTIAL AREA COVENANTS

Attachment: Declaration 2022-04-07 (3566 : 2022-Mpc-17)

Section 1. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to junk yards, disabled vehicles, equipment or machinery.

Section 2. No Business Activity. No trade, business, profession or activity shall be carried on upon any Lot.

Section 3. Signs. No signs of any kind shall be displayed to the public view on any Lot, except: (a) on a residence stating the name and/or address of the occupant; (b) one sign of not more than five square feet advertising the property for sale; or (c) signs used by a builder to advertise the property during the construction and sales period.

Section 4. Animals, Livestock and Poultry. No animals, reptiles, insects, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, chickens or other household pets may be kept for domestic purposes, provided that they are not kept, bred or maintained for any commercial purpose, and are not kept outside the residence on the premises. No more than two (2) dogs, two (2) cats or six (6) chickens may be kept on any Lot or in any dwelling, except when said dogs or cats are less than four (4) months of age. No household pets permitted hereunder shall be allowed to run free. Vicious animals or pets dangerous to other Lot Owners are specifically prohibited.

Section 5. Storage. Nothing shall be stored or suffered to remain outside of any dwelling house and attached garage, including but not limited to boats, campers, trailers, recreation vehicles of any type, commercial machinery and equipment (except when in use during construction), mechanical or vehicle parts, inoperable law mowers, tractors, cars, junk cars, junk trucks and trailers, and all other tangible property shall be stored inside the garage or dwelling.

Section 6. Clothes Drying. No outdoor clothes drying area shall be allowed except in the rear yard and in case of corner Lots, may not be placed within forty feet (40') of the side street line. Declarant has the right to prohibit outdoor clothes drying at anytime.

Section 7. Placement of Antennas and Equipment. No radio, television or other antenna shall be attached or affixed in any way to the exterior of the house or garage, any part of any fence, pole or structure, or any tree, bus or other plant or structure. Satellite dish receptors must be placed only in backyards, be shielded from public view and the view of adjacent Lots. Not overhead wiring is permitted. All utility service shall be placed underground.

Section 8. Wind Turbine. No wind turbine of any type shall be placed, erected or maintained upon the premises.

Section 9. Above Ground Pools. No above ground swimming pools shall be permitted on any Lot.

Section 10. Garbage and Rubbish Disposal. No portion of the Lot shall be used or maintained as a dumping ground for rubbish or other similar material, and all materials from construction shall be picked up weekly. All household trash, rubbish and garbage shall be kept in sanitary containers, inconspicuously on a temporary basis, and disposed of on at least a weekly basis.

Section 11. Lot Maintenance. All Lots must be kept in an overall neat and orderly appearance, specifically including:

- (a) All lawns and yards of improved Lots must be kept mowed at all times, being at least once per month between April and October of each year and at any time the grass is longer than four (4) inches.
- (b) No portion of the Lots shall be used for purposes other than that of a lawn, decorative grasses or landscaped areas. Such use shall include walks, drives, the planting of trees and shrubbery in accordance the provisions hereunder and the growing of flowers, decorative and ornamental plants, and gardens.

ARTICLE V GENERAL PROVISIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any Lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water, and any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made.

Section 2. Construction Activity. The Declarant and/or Lot Owner, their agents, employees and contractors, may, for a reasonable length of time as determined by the Declarant, on any Lot or land owned by them, operate, maintain and store vehicles, machinery, equipment, materials and any other item to be used in the completion of improvements.

Section 3. Access. The Declarant reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Declarant to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage. These reserved rights in the Declarant shall also apply to any additional improvements which the Declarant has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements.

In this respect the Declarant agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the grantee in connection therewith.

Section 4. Notice of General Plan to Maintain Residential Standards. Every Owner accepts notice that the premises conveyed are a part of an allotment, other Lots in which are subject to similar restrictive covenants in a general plan to maintain residential standards of all the Lots.

Section 5. Term. These restrictions, covenants and conditions are to run with the land and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

Section 6. Enforcement. Enforcement shall be by proceeding at law or in equity, or both, by an Owner or other party in interest, against any person or persons violating, or attempting or threatening to violate, any restrictions, covenants and conditions and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restriction or enforce any restriction shall be considered a waiver of the right to do so thereafter either as to the same or subsequent violations.

Section 7. Homeowners Association. Declarant, for itself, its successors and assigns, hereby reserves the right, in its sole discretion, to establish a homeowners association, of which each owner of a Lot in the subdivision shall be a member, for the purpose of enforcing the provisions hereof; for the purpose of maintaining the entrance signs, landscaping and walking paths; for maintenance and beautification of the subdivision as a whole; and upon the election by Declarant, for the purpose of taking responsibility for any rights and duties reserved by Declarant herein. Declarant shall record Bylaws of any homeowners association established hereunder. This provision shall not obligate Declarant to establish a homeowners association.

Section 8. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect the other restrictions, covenants and conditions which shall remain in full force and effect. In the event the subdivision or any portion thereof is resubdivided, these restrictions, covenants and conditions shall apply to each Lot in the resubdivision the same as if the resubdivision were the original subdivision.

Section 9. Entry on Breach. Declarant reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner there, any erections, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Declarant, and the Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for entry, abatement or removal. Declarant shall attempt to give forty-eight (48) hours notice of such entry, to the last known address for Owner available to Declarant. A failure of the Declarant to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this plat, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach or violation thereof and the Declarant shall at any and all times have the right to enforce the same.

Section 10. Amendments. Declarant may unilaterally amend, modify, supplement or cancel the covenants and restrictions of this declaration until the Turnover Date. Except as set forth in Article V, Section 5, covenants and restrictions of this declaration may be amended or canceled by recording an instrument executed and acknowledged by Owners not less than three-quarters of the Lots in the Subdivision.

Section 11. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, the Declarant has hereunto caused this instrument to be executed
this _____ day of _____, 2022.

SCHLABACH BUILDERS, LTD.

By: _____
Roy A. Schlabach
Its Authorized Member

STATE OF OHIO, COUNTY OF HOLMES, SS:

The foregoing instrument was acknowledged before me this _____,
2022, by Roy A. Schlabach, Authorized Member of Schlabach Builders, Ltd., an Ohio limited liability
company, on behalf of the limited liability company.

Notary Public

This Instrument Prepared By:
Andrew P. Brower
Miller, Mast & Mason, Ltd.
88 South Monroe Street
Millersburg, Ohio 44654

Attachment: Declaration 2022-04-07 (3566 : 2022-Mpc-17)

Final Plat Remaining Work Estimate	
Description	Estimated Amount
Property Monuments / Pins	\$ 5,000.00
Street Pavement	\$ 213,457.40
Sidewalks	\$ 70,000.00
Site Electric / Cable	\$ 40,000.00
Tree Planting	\$ 10,000.00
As-Built / Record Drawings	\$ 5,000.00
Street Signage	\$ 1,000.00
TOTAL	\$ 344,457.40