



Municipal Planning Commission

July 14, 2022

Regular Meeting

Minutes

4:00 PM

CALL TO ORDER

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

Others in attendance: City Development Services Manager, Lacie Blankenhorn; City Law Director, P. Rob. Broeren; Donna J Hochstetler; Harold Caldwell; David Yingst; Freda Chaney; Terry Divelbiss; Kate Burley; John Sperry; Colleen Clarkson; Chuck Cherman; Mark Ramser; Matt Skinner; Chris Kelley; Greg Smith; Scott Mallory; Peter Mallory; Emily Platt; Mike Hillier; Doug Sizilagyi; Ron Conkle; Janet Mohn; Frank Biffath; Barb Biffath; Grant Pepper; Sandy Ditinilio; Dave Biggestolh; Andrew Brower; Aaron Cox; Sibley Poland; Tanya Hicks; Don Durbin; Jeff Gottke

ADDITIONS/CORRECTIONS TO AGENDA

- Reorder case 2022-MPC-23 to the second item, allowing the Gilchrist Estates cases to be heard together in order

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Dzik, Member
SECONDER:	Julia Warga, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Jun 9, 2022 4:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Robert Drews, Member
SECONDER:	Austin Swallow, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl

CHAPTER 1141 REVIEW

Colleen Clarkson & Kate Burley from the Shade Tree Commission would like to communicate the STC mission and discuss how to improve the process of planning development projects with STC input.

Burley (sworn in) - explained she reached out via email to the individual members prior to the meeting. She explained that after the Gilchrist Estates Development was proposed, City Administration recognized that the Shade Tree Ordinances were impractical for future development. City Administration and the Shade Tree Commission reviewed and modified the ordinances to be more developer friendly and practical. The revised Shade Tree requirements were missed during the Gilchrist Estates Phase I approval by MPC. It is unclear whether or not the MPC board knew about the ordinance. She is here to ensure that communication starts and how the process can be improved so that the MPC involves the STC in their consideration and approval of tree removal in upcoming developments.

What is the process? Who is responsible to deliver the information to both of the Commissions and to keep the communication clear and ensure that the ordinance is considered? Development Services? The Engineering Department? The Chairman of MPC? A process needs to be developed.

Burley spoke with Blankenhorn and determined there can be a checklist. That is all the STC is asking for.

Clarkson - Representing the Shade Tree Commission, wanted to reiterate the 2 commissions are charged with responsible development. There is an ordinance and they are asking for a process and accountability. We are stewards of the resources we have. She asked the Commission to consider a few fun facts: When over viewing a canopy in an area, the City trees make less than 1/3 of the trees in a living area; trees take a lifetime; a lot of the trees we are familiar with take 80 to 120 years before they hit peak productivity. With responsible development in a community we can have a profound effect. Most of the trees are going to be on private property and can make a big difference. She emphasized three P's for Shade Tree: Prioritizing trees in general; Preserving that which is already here, when we can; and Planting. Planting is a very, very small part of a healthy tree canopy. City trees have very short lives. We need to think bigger. There needs to be a process. It is imperative that the glitch that happened with Gilchrist Estates is followed in order to take care of the responsibility for future generations.

Broeren - agree the City did make an error. Administration has looked at the process and legislation has been drafted for City Council to review at the next meeting. The legislation will add the review of Chapter 1141 to the Final Plat Checklist.

MPC ITEMS

- 2022-MPC-23 : Newark RD, 0 Parcel #66-00501.000 - Advisory Meeting

Blankenhorn introduced the case: 2022-MPC-23 - 0 Newark Road, parcel #66-00501.000 - Advisory Meeting
Starr explained, as an Advisory Meeting, there will be no ruling and no public comment will be taken. When presented as a case for a ruling, public comment will be received.

Mallory (sworn in) - is the founder of Highland Real Estate. He presented a new project to create a new community - Liberty Crossing. Teammates joining him were his Partner, Matt Skinner; Project Director, Chris Kelley; Project Coordinator, Peter Mallory; and Gary Smith, Managing Partner of G2 Planning & Design. Mallory provided a brief recap of how they got here and why. The journey began about 18 months ago. Highland was invited to a conversation at the ADF to discuss the housing situation across Knox County and specifically Mount Vernon. Highland, for nearly 25 years has specialized and focused on developing master

planned communities. It was clear there was a housing crisis and need. It was recommended to leadership to execute a housing study, which was completed. The study affirmed there is a significant need in Knox County and Mount Vernon. There is a growing deficit of 4,000 to 5,000 dwelling units, over and above the current deficit. As a master plan community developer, Highland takes a slightly different approach from others, a nuance. They start with the data. They listen to community leaders, staff, and people in the area, to understand the deep needs. A master planned community is designed to meet those needs, broadly across the housing spectrum. The proposed community is purposeful and strategic in its design and intent, to meet community needs. An established fact is one housing unit equals one job. Without housing units rightfully appointed and rightfully positioned it is difficult to attract, recruit, retain and sustain jobs. The design elements may change. This mix is uniquely designed and crafted for Mount Vernon. Additionally with the announcement of Intel to be located just south of Knox County, the anticipated growth needs to be managed.

Smith (sworn in) The proposed community seeks to meet the broad spectrum of needs in Mount Vernon. He explained the rationale behind how this plan was put together. The site planning and development process sought to provide different opportunities for a variety of different housing, while respecting the site and the natural features of the site. As emphasized earlier, trees are important to the environment, both aesthetically and environmentally for the cooling effect and ability to harness carbon dioxide. Highland feels those things are important and they have tried to incorporate them into the development. The site is about 102 acres. There is an existing stream on the west side of the site with some flood plain. There are some existing trees along the existing stream. There are a couple streams flowing from Newark Road to the west. The stream nearly in the middle of the property has an existing tree canopy. The stream further south has some trees and wetlands. The remainder of the property exists as farmland. It is relatively open for planning and development. The site plan is primarily organized around those environmental features. They compacted the footprint of the development for more of a conservation design. A conservation design is when you take a normal amount of development that would occur over the entire site and reduce the footprint to preserve a lot of the site's natural features. Nearly 50% of the site is still open. They are using the natural features as an amenity, to wrap trails through them. Realizing not everyone in Mount Vernon is in the same phase of life, there is a great diversity. Young adults often leave due to lack of housing options. There are young families, people moving into their middle life and older folks who are looking for opportunities to stay in their community but don't want to stay in a typical single family house. This plan tries to provide lifestyle opportunities for a wide spectrum of folks. He compared planning to landscaping, trying not to provide a monoculture or too many of any one species which can end up being harmful. You should seek to provide diversity that complements each other and provides opportunities across a broad spectrum. This master plan supports folks who are looking for a first time home buying opportunity or maybe to rent for a while before purchasing, in addition to families looking for a move up opportunity. Sub area A is targeted for first time home buyers, with detached single family dwellings. The lots are smaller. There is a 50' buffer to the adjacent residential development to the north. In the center is an opportunity for multi-family housing. MORPC published a report noting there is a changing demand in lifestyles. Fewer people are having children and those that are have smaller families, which affects housing preferences. Ultimately this is the employment base. Sub area D is made up of more traditional single family lots, considered more of a move up home, on a larger lot. There are approximately 519 units, including the multi-family and each of the single family dwellings. There are some town homes included in the multi-family. The gross density is right around 5 units per acre. The overall open space is 48.56. Example products were provided showing the entry level housing, town homes and multifamily buildings, and a variety of different elevations of traditional single family housing. Multi-family builders try to breakdown the mass of the structure by incorporating some recesses and different materials in the architecture. The building community is now offering a variety of different elevations with the same floor plan. They appear entirely different from the street. It creates a nice diversity in housing. Not shown is landscaping. Street trees and sidewalks will be provided throughout. There will be a playground in the single family area. A walking trail around the perimeter will connect the community and allow the residents to get out and get some exercise.

Dzik - mentioned density requirements and it is believed they do meet those. A tree plan will have to be submitted to the Shade Tree Commission and then the MPC. There are always concerns about traffic when adding 500 new people. How will traffic be impacted? A traffic study may be warranted.

Smith said part of their process of planning will include a traffic study. They want to understand the impacts and any improvements that they will need to make along Newark Road.

Dzik asked if Sub Area A would be owner occupied to which Smith said yes. Dzik said then, the rental units are only in the multi-family area in the center. Smith explained this is a master plan and no specific builders have been identified. The town homes may be more attractive as owner occupied, than rental.

Swallow asked if there were City utilities in this area. An unidentified person said yes.

- 2022-MPC-21 : Gilchrist Estates Phase 1B Final Plat

Blankenhorn introduced the case: 2022-MPC-21 Gilchrist Estates Phase 1B Final Plat

Cox (sworn in) presented the final plat of Phase 1B of Gilchrist Estates. It is a 1.4-acre tract. 3 2-unit condo buildings were built on the south side of Phase 1. They are ready for approval of the final plat so that it can be recorded and the units sold.

Swallow asked at what percent are they done. Cox said 90+. The buildings are up, the interior is being completed. Pavement is down for the driveway. The finish course still needs to be laid. This is a private drive located south of the main roadway into the development.

There were no further questions from the Commission. There was no testimony from the audience. There were no communications submitted through the Development Services Manager. There were no engineering or legal concerns.

Swallow made a motion to accept the final plat for Gilchrist Estates Phase 1B.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Julia Warga, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl

- 2022-MPC-25 : Stormwater Management Plan Maintenance Fund for Gilchrist Estates

Blankenhorn introduced the case: 2022-MPC-25 Stormwater Management Plan Maintenance Fund for Gilchrist Estates

Platt (sworn in) - The City Utilities Commission approved last week, putting the Gilchrist Estates Subdivision into the new private stormwater management facility utility. This was added in to the stormwater rules and regulations as of June of 2022. That gives owners and subdivisions the opportunity to have the City manage and maintain their private stormwater management facilities. With their acceptance into this program there is a monthly fee associated with it by address. Presented today is the 1 page summary of the details of the fee proposed by the City Engineer for Gilchrist Estates. The fee is \$40 per month. This is calculated based off of a variety of maintenance activities and inspection activities, as well as the administrative costs that are associated with those activities. The maintenance information is pulled from NPDES (National Pollutant Discharge Elimination Systems) through the US-EPA including general maintenance for detention ponds. Platt also reached out to Davey Resource Group which is a consulting firm that does similar processing for home owners associations. Additional consideration was provided through training received from the soil and water district. This is costed out on a 25-year timeline. This accounts for an average inflation rate of 3.2% to ensure enough is collected annually to be able to fund the 25-year maintenance activity including dredging sediment out of the multiple ponds at Gilchrist Estates.

Swallow - asked if this is a competitive process or has Gilchrist Estates already agreed to accept this or entered into an agreement with the City. Is there an alternative for the homeowner or once they buy into the development, they will have to abide by this?

Broeren said the Developer is responsible for the maintenance of the private stormwater system. They are contracting with the City to do that work. Because of that, there will be a deed restriction on every parcel that is sold within the Gilchrist Estates Subdivision that will require each property owner to pay the fee accessed by

the City for the maintenance of their private stormwater system.

Swallow asked if the fee begins when they buy the property or when the home is constructed. Broeren assumes it is whenever the property is purchased because at that point they start the earth moving and other things impacting the stormwater system.

Swallow asked if all four of the detention ponds are constructed. Platt said no, there is only one built currently. There are four ponds proposed. Data from the construction of first pond was used to calculate the proposed fee. Information for the other ponds was pulled from the preliminary plans. Once the other ponds are constructed the calculations can be verified to ensure the fee stays in line with maintenance requirements. There is a chance a new fee will need to be proposed.

Swallow asked about the tree planting that was listed on the summary and if it will dovetail with that of the Shade Tree Commission legislation. Broeren said the Shade Tree ordinance will be covered during the reviews of the subsequent phases. The City is working with the developer to go back on Phase I to fill in. A map of where the new trees will be is needed.

Platt added the tree planting mentioned on the summary is to cover management of the existing trees in the vicinity of the pond.

Drews asked about the collection methodology of collecting the fees, will it be through property taxes? Platt said collection through property taxes was looked at but it was determined that is must be collected through the City's Utility Office. There is an option to put a lien on a property for non-payment.

Drews asked about the mechanism or restrictions for revising the rate, are there any?

Broeren said the Engineering Department will make a recommendation to the Municipal Planning Commission, which will rule upon the recommendation at a public hearing.

Starr clarified the \$40 fee is above and beyond the \$6 ERU. The \$40 will go into a line account that can only be used for the maintenance of this private stormwater facility.

Swallow asked what ERU is. Dzik said Equivalent Residential Unit and briefly explained the stormwater utility fee paid by all property owners City-wide.

Dzik said this is an opportunity to make sure these private stormwater facilities are maintained. This ensures the residents of Mount Vernon aren't supplementing these new developments. The development could create an HOA and handle it themselves and hopefully do a great job. Or they can work with the City to incorporate it into an additional fee. The owners of the development could form an HOA and opt out of the utility fee to the City, while becoming solely responsible for the ponds.

Warga asked if the rate would be clearly written out so that there is no surprise to buyers at closing.

Brower (sworn in) - representing the developer, Schlabach Builders commented on how the lots are being restricted. A Declaration for Phase I has been recorded that basically lists restriction for the entire phase. It references the Plat that has been recorded. The declaration has a specific provision regarding the stormwater management facilities. If Schlabach Builders opts in to turning the stormwater maintenance facilities over to the City, the lot owners are subject to the regulations and ordinances. By virtue of buying a lot that is subject to this declaration, they are saddled with the restrictions and rules on the stormwater management facility. From a closing perspective, it depends on the title company. The buyer will get some sort of title evidence, unless they are a cash buyer and opt out of a title search. The title search will show the declaration is of record. Many real estate agents seek out the declaration for their clients and make sure they understand it prior to contracting.

Platt added this is the first instance of the private stormwater facility being managed by the City. Once it becomes active with the billing office they will work to ensure the charges are clearly listed on the bills.

Broeren emphasized the City is not expected to do this gratis. There are administrative costs built into the fee. There were no others in the audience to speak to the proposal. There were no communications submitted through the Development Services Manager.

Broeren added the City's Legal Department has worked very closely with the City's Engineering Department as well as outside counsel to draft the various rules that the Utility Commission has enacted.

Dzik made a motion to approve the stormwater management plan maintenance fund for Gilchrist Estates.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Richard Dzik, Member
SECONDER:	Julia Warga, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl

ADJOURN

- Adjourn Motion

Dzik announced to the audience comments and questions about the Highland Real Estate/Liberty Crossing development can be emailed to his office at SafetyService@MountVernonOhio.org

Drews made a motion to adjourn the meeting, Warga seconded and the meeting was adjourned at 4:52 PM



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 07/14/22 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

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

MPC ITEM (ID # 3588)

DOC ID: 3588

2022-MPC-23 : NEWARK RD, 0 PARCEL #66-00501.000 - ADVISORY MEETING

Per Codified Ordinance 1135.01 an Advisory Meeting with Planning Commission has been requested for a proposed development.

Description of Request: Highland Real Estate requests an Advisory Meeting with Planning Commission to review their concept plans for 102.06 acres along Newark Road, a portion of parcel #66-00501.000.

COMMENTS - Current Meeting:

Blankenhorn introduced the case: 2022-MPC-23 - 0 Newark Road, parcel #66-00501.000 - Advisory Meeting

Starr explained, as an Advisory Meeting, there will be no ruling and no public comment will be taken. When presented as a case for a ruling, public comment will be received.

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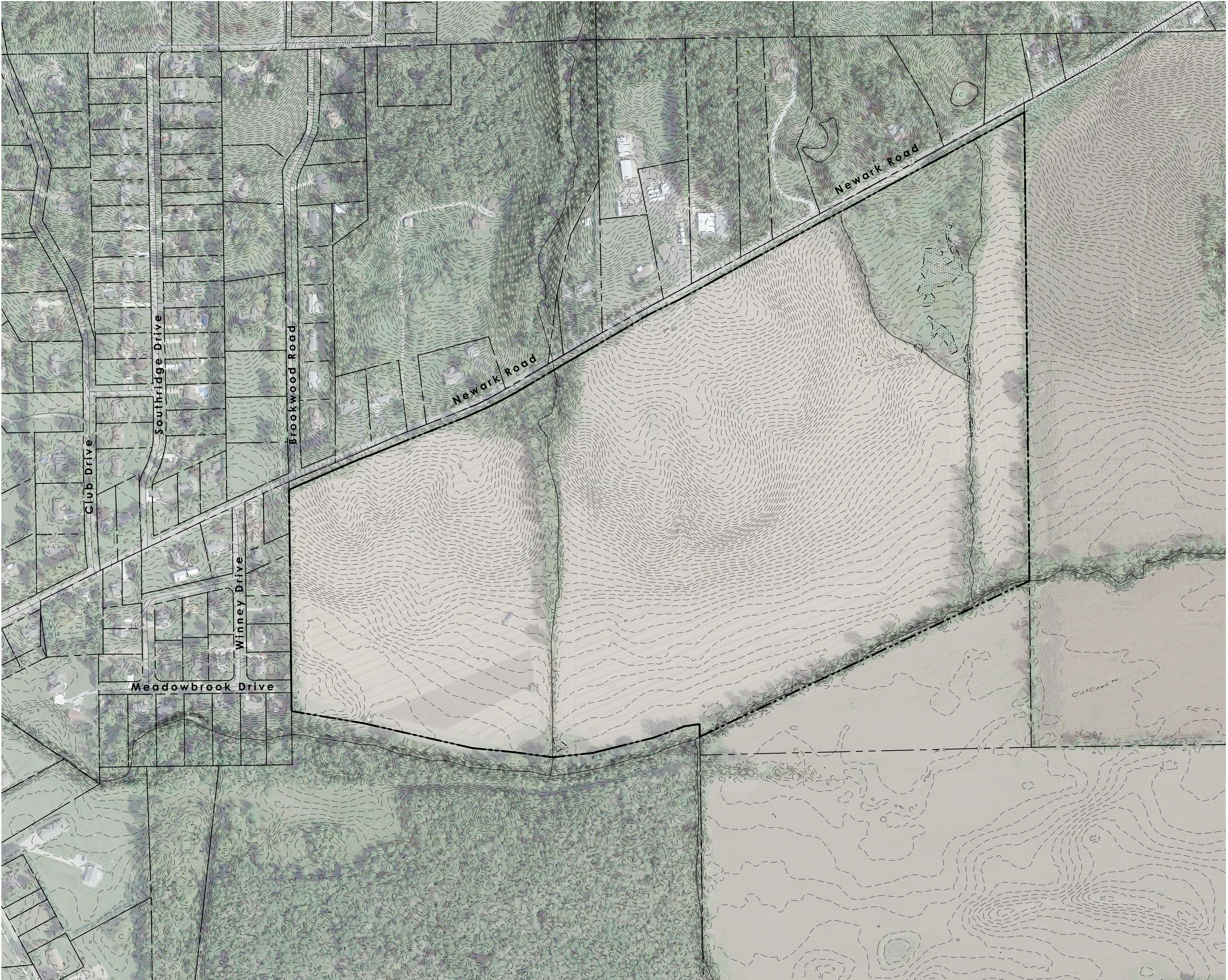
Mount Vernon. He explained the rationale behind how this plan was put together. The site planning and development process sought to provide different opportunities for a variety of different housing, while respecting the site and the natural features of the site. As emphasized earlier, trees are important to the environment, both aesthetically and environmentally for the cooling effect and ability to harness carbon dioxide. Highland feels those things are important and they have tried to incorporate them into the development. The site is about 102 acres. There is an existing stream on the west side of the site with some flood plain. There are some existing trees along the existing stream. There are a couple streams flowing from Newark Road to the west. The stream nearly in the middle of the property has an existing tree canopy. The stream further south has some trees and wetlands. The remainder of the property exists as farmland. It is relatively open for planning and development. The site plan is primarily organized around those environmental features. They compacted the footprint of the development for more of a conservation design. A conservation design is when you take a normal amount of development that would occur over the entire site and reduce the footprint to preserve a lot of the site's natural features. Nearly 50% of the site is still open. They are using the natural features as an amenity, to wrap trails through them. Realizing not everyone in Mount Vernon is in the same phase of life, there is a great diversity. Young adults often leave due to lack of housing options. There are young families, people moving into their middle life and older folks who are looking for opportunities to stay in their community but don't want to stay in a typical single family house. This plan tries to provide lifestyle opportunities for a wide spectrum of folks. He compared planning to landscaping, trying not to provide a monoculture or too many of any one species which can end up being harmful. You should seek to provide diversity that complements each other and provides opportunities across a broad spectrum. This master plan supports folks who are looking for a first time home buying opportunity or maybe to rent for a while before purchasing, in addition to families looking for a move up opportunity. Sub area A is targeted for first time home buyers, with detached single family dwellings. The lots are smaller. There is a 50' buffer to the adjacent residential development to the north. In the center is an opportunity for multi-family housing. MORPC published a report noting there is a changing demand in lifestyles. Fewer people are having children and those that are have smaller families, which affects housing preferences. Ultimately this is the employment base. Sub area D is made up of more traditional single family lots, considered more of a move up home, on a larger lot. There are approximately 519 units, including the multi-family and each of the single family dwellings. There are some town homes included in the multi-family. The gross density is right around 5 units per acre. The overall open space is 48.56. Example products were provided showing the entry level housing, town homes and multifamily buildings, and a variety of different elevations of traditional single family housing. Multi-family builders try to breakdown the mass of the structure by incorporating some recesses and different materials in the architecture. The building community is now offering a variety of different elevations with the same floor plan. They appear entirely different from the street. It creates a nice diversity in housing. Not shown is landscaping. Street trees and sidewalks will be provided throughout. There will be a playground in the single family area. A walking trail around the perimeter will connect the community and allow the residents to get out and get some exercise.

Dzik - mentioned density requirements and it is believed they do meet those. A tree plan will have to be submitted to the Shade Tree Commission and then the MPC. There is always concerns about traffic when adding 500 new people. How will traffic be impacted? A traffic study may be warranted.

Smith said part of their process of planning will include a traffic study. They want to understand the impacts and any improvements that they will need to make along Newark Road.

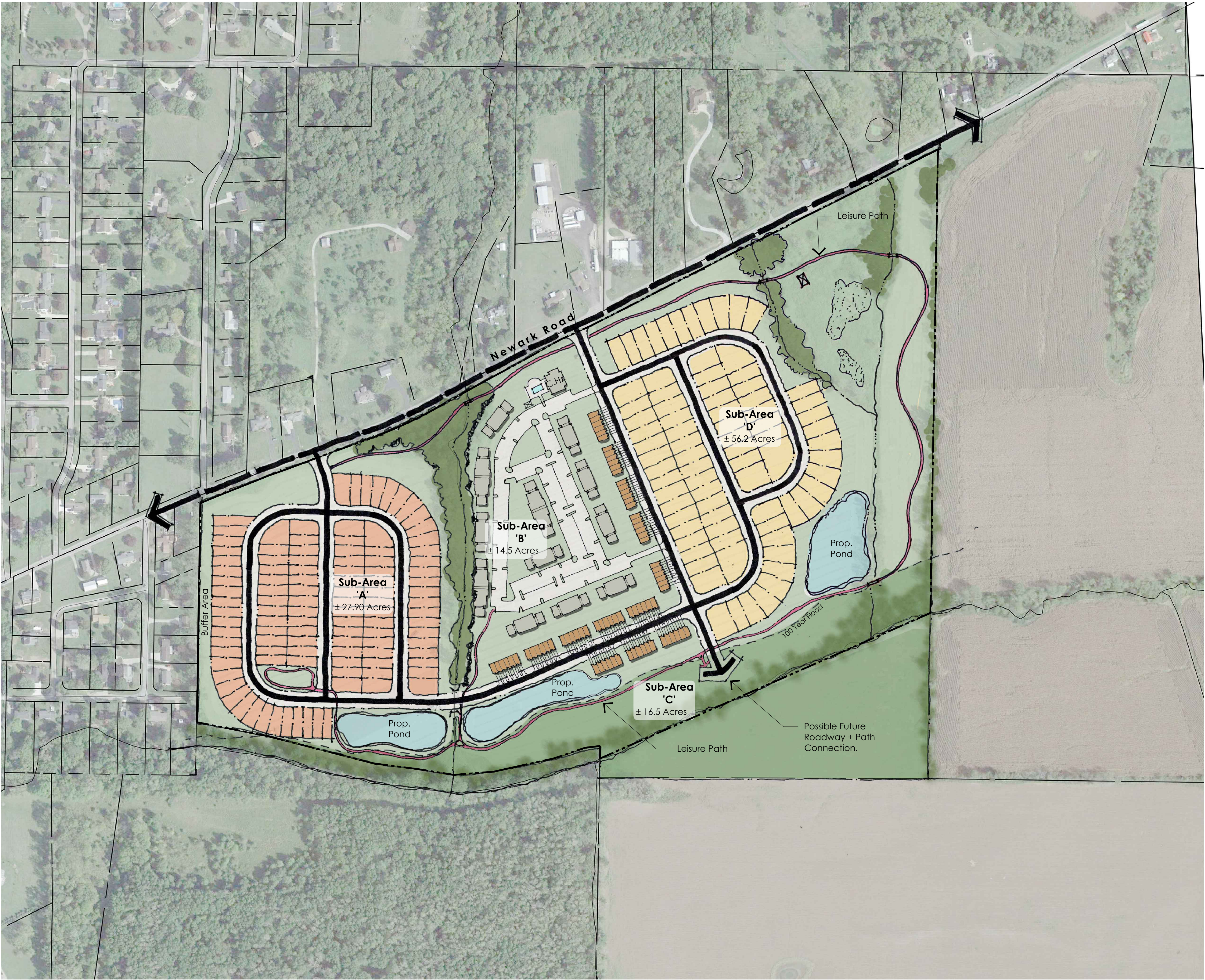
Dzik asked if Sub Area A would be owner occupied to which Smith said yes. Dzik said then, the rental units are only in the multi-family area in the center. Smith explained this is a master plan and no specific builders have been identified. The town homes may be more attractive as owner occupied, than rental.

Swallow asked if there were City utilities in this area. An unidentified person said yes.



Site Data:

Total Site:	± 102.06 Gross Acres
R.O.W (Newark Road)	± 2.27 Acres
Floodplain	± 20.41 Acres



Site Data: Concept 'A'

Total Site: ± 102.06 Gross Acres
R.O.W (Newark Road) ± 2.27 Acres
Floodplain ± 20.41 Acres

Sub-Area A: Single-Family ± 27.90 Acres
- Total Lots 109
- Lot Width 40'

Sub-Area B: Multi-Family ± 14.6 Acres
- Total Units 252

Sub-Area C: Townhomes ± 14.45 Acres
Total Units 78

Sub-Area D: Single-Family ± 45.11 Acres
- Total Lots 80
- Lot Width 52'

Open Space ± 48.56 Acres (48%)
Total Dwelling Units: ± 519
Gross Density: ± 5.08 du/acre



Example 1



Example 2



Example 3



Example 4



Townhome Example



Multi-Family Example



ELEVATION - A



ELEVATION - B



ELEVATION - C



ELEVATION - D

Example 1



ELEVATION - A
With Optional Stone



ELEVATION - B



ELEVATION - C



ELEVATION - D

Example 2



ELEVATION - A



ELEVATION - B



ELEVATION - C



ELEVATION - D

Example 3



ELEVATION - A



ELEVATION - B



ELEVATION - C



ELEVATION - D

Example 4



Liberty
CROSSING

5.1.b

PALETTE

PRIMARY



rgb: 127, 21, 25
cmyk: 29, 100, 97, 37
hex: #7f1519



rgb: 19, 55, 92
cmyk: 100, 81, 38, 29
hex: #13375c

SECONDARY



rgb: 224, 194, 136
cmyk: 12, 22, 53, 0
hex: #e0c288



rgb: 255, 255, 255
cmyk: 0, 0, 0, 0
hex: #ffffff

PRIMARY



Liberty
CROSSING

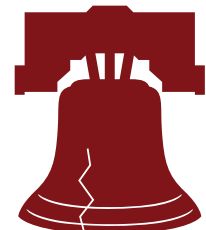
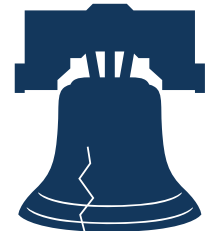
SECONDARY

Liberty
CROSSING

WEBSITE

[GOHIGHLAND.COM/LIBERTYCROSSING](https://gohighland.com/libertycrossing)

ICON



TYPEFACE CAN BOTH BE FOUND ON ADOBE FONTS

American Scribe

Aa Bb Cc Dd Ee Ff Gg Hh Ii

Jj Kk Ll Mm Nn Oo Pp Qq Rr

Ss Tt Uu Vv Ww Xx Yy Zz

MRS EAVES

AA BB CC DD EE FF GG HH II

JJ KK LL MM NN OO PP QQ RR

SS TT UU VV WW XX YY ZZ



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 07/14/22 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

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

MPC ITEM (ID # 3587)

DOC ID: 3587

2022-MPC-21 : GILCHRIST ESTATES PHASE 1B FINAL PLAT

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

Description of Request: Schlabach Builders requests approval of the final plat for the Gilchrist Estates Phase 1B South Condominiums.

COMMENTS - Current Meeting:

Blankenhorn introduced the case: 2022-MPC-21 Gilchrist Estates Phase 1B Final Plat

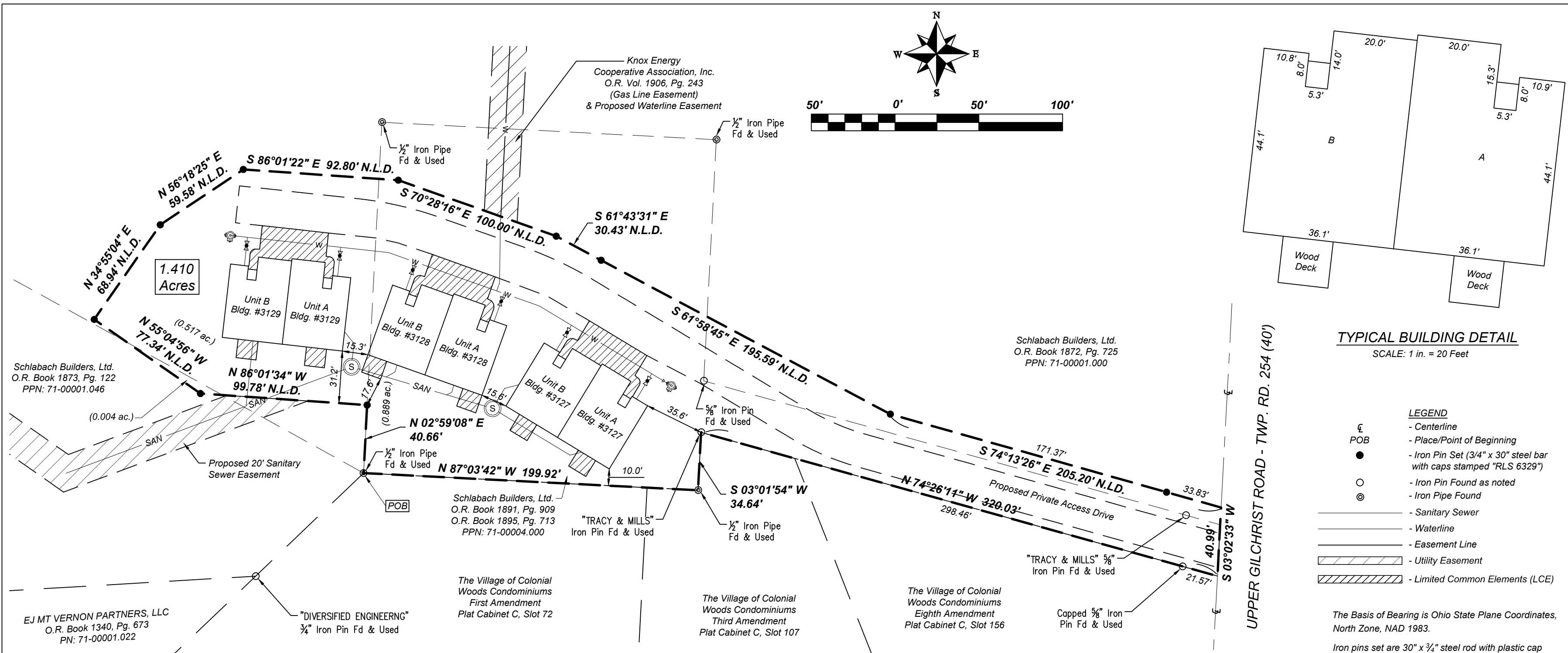
Cox (sworn in) presented the final plat of Phase 1B of Gilchrist Estates. It is a 1.4-acre tract. 3 2-unit condo buildings were built on the south side of Phase 1. They are ready for approval of the final plat so that it can be recorded and the units sold.

Swallow asked at what percent are they done. Cox said 90+. The buildings are up, the interior is being completed. Pavement is down for the driveway. The finish course still needs to be laid. This is a private drive located south of the main roadway into the development.

There were no further questions from the Commission. There was no testimony from the audience. There were no communications submitted through the Development Services Manager. There were no engineering or legal concerns.

Swallow made a motion to accept the final plat for Gilchrist Estates Phase 1B.

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Austin Swallow, Member
SECONDER: Julia Warga, Member
AYES: Starr, Swallow, Drews, Dzik, Warga
EXCUSED: Eric Diehl



TYPICAL BUILDING DETAIL

SCALE: 1 in. = 20 Feet

LEGEND

—	- Centerline
•	- Place/Point of Beginning
●	- Iron Pin Set (3/4" x 30" steel bar with caps stamped "RLS 6329")
○	- Iron Pin Found as noted
⊙	- Iron Pipe Found
—	- Sanitary Sewer
—	- Waterline
—	- Easement Line
—	- Utility Easement
—	- Limited Common Elements (LCE)

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

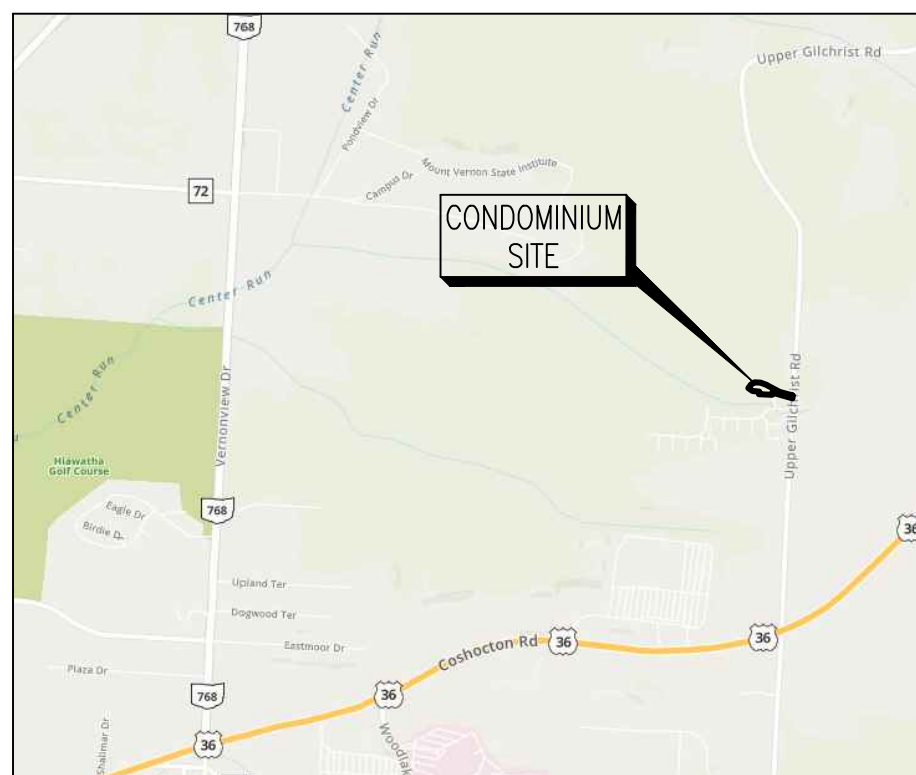
Iron pins set are 30" x 3/4" steel rod with plastic cap stamped "RLS #8329".

TOTAL ACREAGE OF GILCHRIST ESTATE DUPLEX 1, 2 & 3: 1.410 ACRES

0.889 acre out of PPN 71-00004.000
0.004 acres out of PPN 71-00001.046
0.517 acres out of PPN 71-00001.000

Unit	Building	Address
A	#3127	11973 Upper Gilchrist Rd.
B	#3127	11975 Upper Gilchrist Rd.
A	#3128	11977 Upper Gilchrist Rd.
B	#3128	11979 Upper Gilchrist Rd.
A	#3129	11981 Upper Gilchrist Rd.
B	#3129	11983 Upper Gilchrist Rd.

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



CITY PLANNING COMMISSION:

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

Chairman _____ Date _____

This condominium 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 _____, Declaration recorded in Vol. _____, Pages _____ Deed Records.

Plat fee _____
Covenants fee _____
Total Recording fee _____

Knox County Recorder

CERTIFICATION:

THE BELOW NAMED PROFESSIONAL SURVEYOR AND LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFIES THAT THESE DRAWINGS SHOW GRAPHICALLY ALL THE PARTICULARS OF THE BUILDING, THE LAYOUT, LOCATION, DESIGNATION, DIMENSIONS OF EACH UNIT, AND THE COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES IN SO FAR AS IS GRAPHICALLY POSSIBLE AND THAT SAID GRAPHIC REPRESENTATION SHOWS THE BUILDING AS CONSTRUCTED.



David J. Kroger, P.S. #8329

Aaron R. Cox, P.E. #85044

SHEET NO. 1/2

CONDOMINIUM PLAT OF GILCHRIST VILLAGE CONDOMINIUM PHASE 1B

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 05/18/22 SCALE 1" = 50'
SURVEYED BY DEI DATE 04/23/21
DRAWN BY LDB DATE 05/17/22
CHECKED BY DJK DATE 05/18/22
FILE ID: PHASE 1B CONDO PLAT 05-16-2022

CLEAN DRAFT 06/01/2022

**DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
GILCHRIST VILLAGE CONDOMINIUM
PHASE 1B**

This will certify that copies of this Declaration, together with Drawings and Bylaws attached thereto as Exhibits have been filed in the Office of the County Auditor, Knox County, Ohio.

Dated _____

Knox County Auditor

By: _____
Deputy Auditor

**This instrument was prepared by:
John T. Keating, Esq.
Keating Law Offices, LLP
141 East Liberty Street
Wooster, Ohio 44691
telephone: (330) 262-2916**

CLEAN DRAFT 06/01/2022

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

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DECLARATION OF CONDOMINIUM OWNERSHIP

This is the Declaration of Condominium Ownership made on or as of the ____ day of June, 2022, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

WHEREAS, Schlabach Builders, Ltd., an Ohio limited liability company ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto; and

WHEREAS, the Declarant desires to create of this property a site of individually owned Units and commonly owned areas and facilities and to these ends, to submit this property to condominium ownership under the provisions of the Condominium Act;

NOW THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the property hereinafter described under and pursuant to the Condominium Act.

ARTICLE I

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Gilchrist Village Condominium Association, Inc. as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's non-profit corporation statutory act), as the same may be lawfully amended from time to time.
2. "Association" and "Gilchrist Village Condominium Association, Inc." means the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.
3. "Board" and "Board of Directors" mean those Persons who, as a group, serve as the Board of Directors of the Association pursuant to the provisions of the Condominium Act.
4. "Bylaws" mean the Bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
5. "Common Elements" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the provisions of the Condominium Act.

6. "Condominium" and "Gilchrist Village Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

7. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

8. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Condominium Instruments.

9. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration and as the same may lawfully be amended from time to time.

10. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Declarant" means Schlabach Builders, Ltd., provided the rights specifically reserved to Declarant under the condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

12. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

13. "Drawings" means the drawings for the Condominium, as the same may be lawfully amended from time to time, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

14. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses, and Units subject to their mortgages.

15. "Exclusive Use Area" means common elements that the Declaration reserves for delegation by the Board of Directors to the use of a certain Unit or Units, to the exclusion of other Units, in accordance with Sections 5311.01(T) and 5311.032(B) of the Condominium Act.

16. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements" of the Condominium under the provisions of the Condominium Act.

17. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

18. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

19. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

20. "Unit Owner" and "Unit Owners" mean that Person or those Persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

ARTICLE II

THE LAND

A legal description of the land constituting the Condominium Property, located in The City of Mount Vernon, Knox County, Ohio, is attached hereto and marked **EXHIBIT "A"**.

ARTICLE III

NAME

The name by which the Condominium shall be known is "Gilchrist Village Condominium, Phase 1B".

ARTICLE IV

PURPOSES; RESTRICTIONS

SECTION 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed for use as single family residences; to establish a Unit Owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and wellbeing of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

SECTION 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) **Unit Uses.** Each Unit shall be used and occupied solely as a residence and for purposes customarily incidental thereto. No Unit shall be utilized as a commercial facility nor shall any trade, business, occupation, or profession be conducted thereon. A home office that does not invite or permit clients, customers, or the public to visit the Unit or the Condominium Property shall be permitted.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the Units and subject to such rules and regulations as may from time to time be promulgated by the Board. Portions of the Common Elements may be used as water retention areas.

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except for reasonable interior curtains, blinds, draperies, stained glass, and works of art) or placed on the outside walls of a building or otherwise outside a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. Modest Christmas lights are permitted during the Christmas season.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant. Barking dogs, whether inside or outside the Unit, and dogs digging in plant areas shall be considered nuisances.

(f) Vehicles. The owners or occupants of each Unit shall be entitled to park or keep two (2) automobiles or other vehicles in the driveway in front of the garage door to such Unit, in addition to parking vehicles in the garage of such Unit; provided however, no owner or occupant shall park a trailer, boat, mobile home or camper or allow a trailer, boat, mobile home or camper to be parked for a period exceeding six (6) hours in front of any Unit or elsewhere on the Condominium Property. No owners or occupant shall make repairs to a vehicle of any kind for a period exceeding six (6) hours in front of any Unit or elsewhere on the Condominium Property. Except as stated hereinabove, the Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, and may enforce such regulations or restrictions by levying enforcement assessments, having such vehicles towed away, or taking such actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than three (3) months; or (ii) rental to roomers or boarders, that is, rental to one or more Persons of a portion of a Unit only. No lease may be of less than an entire

Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board prior to the date of the commencement of the tenancy under that lease. Every Occupant shall be subject in all respects to the terms of this Declaration, all of the Condominium Organizational Documents, and the rules and regulations promulgated from time to time by the Board.

Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the tenant, any Occupant, or by a Unit Owner, of any covenant, condition or restriction contained in this Declaration, or the Bylaws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Chapters 5311 and 1923 of the Ohio Revised Code, as agent for and in the name of the Unit Owner, for any such violation. In addition to any procedures required by State law, the Association shall give the Unit Owner(s) at least ten (10) days written notice of the intended eviction action. The costs of any eviction action brought by the Association, including but not limited to reasonable attorneys' fees, shall be a special individual unit assessment against the Unit and the Unit Owner(s), enforceable in the same manner as all other assessments.

In addition to the foregoing, in order for the Condominium to meet the requirements of the secondary mortgage market for loans to finance the purchase of Units by proposed owner-occupants, during all times when the rental of an additional Unit or Units would result in fewer than seventy percent (70%)[or such other percentage as may be applicable at such time pursuant to the requirements of the secondary mortgage market] of the Units in the Condominium being owner-occupied, and thus potentially disqualifying future Unit purchasers for obtaining first mortgage loans offered to proposed owner-occupants by institutional lenders who transfer loans in the secondary mortgage market, no leasehold interest or any other form of rental tenancy of any description, whether written or oral, shall be created by the Owner or Owners of any Unit except in one of the following instances:

- (1) the renewal or other continuation of any leasehold to the then-current Occupants; or
- (2) the occupancy of the Unit by a member of the Unit Owner's family, beneficiary (in the case of a Unit owned by a family trust), or other related individual, provided that such occupancy qualifies under the secondary mortgage market rules as "owner occupancy"; or
- (3) the lease or rental of a Unit or Units owned by:
 - (a) the holder, guarantor, insurer, or servicer of an institutional first mortgage on a Unit, or an entity related to any of the foregoing, which acquires such Unit or Units pursuant to the remedies provided in the mortgage (including, without limitation, foreclosure or deed-in-lieu of foreclosure); or

(b) the purchaser [other than a purchaser described in subsection (3)(a) above] at a foreclosure sale of a Unit in a foreclosure proceeding in which an institutional first mortgage lender's mortgage is foreclosed, but only for so long as such purchaser retains title to such Unit; or

(4) the leasing of a Unit by the Declarant or a successor in interest to the Declarant's ownership of multiple, tenant-occupied Units in the Condominium; or

(5) the lease or rental of a Unit or Units in any instance in which the Board of Directors, in its sole discretion, determines that: (i) the application of these limitations would create an undue hardship in light of all applicable facts and circumstances; and (ii) the purpose of promoting owner-occupancy eligibility would not be threatened. Determination by the Board of Directors that the lease or rental of a Unit may be permitted in any given instance shall not bind the Board, or any future Board, to grant permission in a later instance, whether or not the facts and circumstances appear similar.

Prior to entering into any lease or other rental arrangement for a Unit, the Unit Owners desiring to allow such occupancy by some party other than the Owners shall give written notice to the Board, along with any claimed exemption for which such occupancy would qualify, as set forth in subsections (1) through (5) above, or any information supporting any hardship claimed by such Unit Owner, and the Board shall have thirty (30) days after the receipt of all such information within which to render a decision and notify the Owner(s) of the Unit(s) in question of that decision. Failure of the Board to respond within such thirty (30) day period shall constitute approval of such occupancy. Failure to obtain approval from the Board where such approval is required (i.e., where owner-occupancy of all Units is below 70%, or will with the occupancy of the Unit or Units in question fall below 70%) and where such occupancy is not exempt under subsections (1) through (5) above, shall render the occupancy of such Unit terminable by the Association at any time thereafter that the owner-occupancy level of the Units in the Condominium is below seventy percent (70%)[or such other percentage as may be applicable at such time pursuant to the requirements of the secondary mortgage market].

The provisions of this Declaration may not be amended to place any additional restrictions on the renting or leasing of Units without the written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of all Unit Owners, including the consent of Unit Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of Eligible Holders of First Mortgage Liens on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage Liens appertain.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the Common Element to the exterior of a Unit,

one professionally prepared sign advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sale period.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Elements not presently devoted to residential buildings anything other than facilities for the common use of all Units.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities, no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. No animal or pet of any kind may be kept or harbored in any Unit or on the Common Elements unless permitted by the Board. The Board may elect to permit the owners or occupants of a Unit to keep household and domestic pets, not bred or maintained for commercial purposes, provided that: (i) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, and the right to levy enforcement assessments against Persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within thirty (30) days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations. Within

thirty (30) days after a Unit Owner obtains a condominium ownership interest, the Unit Owner shall provide the following information in writing to the Association, through the Board of Directors: (i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit; and (ii) the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner. Within thirty (30) days after a change in any information required by the previous sentence, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update such information.

(n) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made.

(o) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless the non-binding arbitration pursuant hereto has first occurred.

(p) Sex Offenders. No person who: (i) is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency; and/or (ii) is required to register with a designated registering agency under the laws of the State of Ohio pursuant to the Ohio Sex Offenders Act, or any similar laws or ordinances of the State of Ohio, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be from time to time amended, is prohibited from residing in or occupying a Unit for any length of time, and is prohibited from entering upon the Condominium Property as a guest, visitor, employee or contractor of a Unit Owner or Occupant of any Unit.

The Association may enforce the provisions of this section by commencing an action to enjoin such Person from occupying a Unit and/or from entering upon the Condominium Property; or to evict such Person if such Person is a tenant; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys' and paralegal fees, shall be charged to the Unit, and the Owner of the Unit, in which such Person resides or of which such Person is a guest, visitor, employee or contractor, as a Special Individual Unit Assessments, enforceable in accordance with the provisions of this Declaration. However, the Association shall not be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this subsection (p).

(q) Rules and Regulations. In addition to the rules and regulations hereinbefore specifically described as being authorized to be established by the Board, the Board, from time to time, may adopt such further reasonable rules and regulations concerning the use of Units and the Common Elements as it deems necessary or desirable to promote harmony, to serve the best interests of the majority of the Unit Owners, and to protect and preserve the nature of the Condominium, as a first-class, high-quality, residential facility.

Copies of all such rules and regulations shall be furnished by the Board to each Unit Owner (or by the Owners of Commercial Units to the other Owners of Commercial Units with regard to the rules promulgated by the Owners of Commercial Units) prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Unit Owner or Occupant on the basis of race, religion, nation origin, or sex.

ARTICLE V

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are three (3) residential buildings on the Condominium Property, each building containing two (2) Units, for a total of six (6) Units. The principal materials of which these buildings are constructed are wood, glass, drywall, concrete, concrete block, steel, brick, asphalt roof shingles, and stone. The buildings are located as shown on the Drawings.

Section 2. Other Improvements. In addition to the buildings, there are exterior walkways and green areas, and concrete and asphalt drive and parking areas. All streets, driveways, and access ways within the Condominium Property are private in nature, and part of the Common Elements, and none of the same shall be dedicated to public use. The Association shall have full responsibility for maintenance and repair of such areas, pursuant to Article X, Section 1 of this Declaration.

ARTICLE VI

UNITS

Section 1. Unit Designations, Size and Location. Each of the six (6) Units is designated by a number on the Drawings where that Unit is located. The location, layout, designation, dimensions, number of rooms and approximate living area of each Unit are shown graphically on the Drawings attached to and made a part of this Declaration. The approximate square footage of each Unit is set forth in **EXHIBIT "B"** attached hereto. The Declarant reserves the right to modify interior features. Each Unit has direct access to Common Elements which lead directly to a public or private street.

Section 2. Composition of Units. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and

all improvements within that space. Without limiting the generality of the foregoing, each Unit shall include:

(a) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors and ceilings themselves and the drywall, paneling and other finishing material attached to the structural parts of the perimeter walls;

(b) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(c) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal Units, refrigerators, stoves and hoods, television antennas and cables, and air-conditioning units and heat pumps, and components thereof, if any, serving only that Unit, and all exterior lights and lighting fixtures serving only that Unit;

(d) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(e) all interior walls that are not necessary for support of the structure, and all components thereof and the space encompassed thereby;

(f) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit; and

(g) the attic space or storage space above a Unit, if any, to which the Unit has direct and exclusive access;

EXCLUDING THEREFROM, however, all of the following items located within the bounds of that Unit:

(a) any supporting element of the building contained in all interior walls;

(b) all vent covers, grilles, plate covers, and other coverings of space which are not a part of a Unit as heretofore defined; and

(c) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

ARTICLE VII

COMMON AND LIMITED COMMON ELEMENTS; EXCLUSIVE USE AREA

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Elements.

All streets, driveways, and access ways within the Condominium Property are private in nature, and part of the Common Elements (or Limited Common Elements in the case of the driveway or parking area appurtenant to a particular Unit), and none of the same shall be dedicated to public use. The Association shall have full responsibility for maintenance and repair of such areas, as part of the Common Elements pursuant to this Declaration.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "LCA" or "Limited Common Elements" on the Drawings, are Limited Common Elements reserved exclusively for use of a certain Unit or Units to the exclusion of the other Units. The Limited Common Elements shall consist of the following:

- (a) Driveway constituting an entrance to a Unit from a public or private street, right of way or easement.
- (b) Those areas adjoining each Unit that are designated as "Limited Common Elements" on the legend of the recorded condominium plat.

Section 3. Exclusive Use Area - Description. The private street located in Phase 1B of the Condominium, together with any curbs, gutters, sidewalks, storm sewer systems, and related improvements (collectively, the "Private Street"), is hereby reserved as an Exclusive Use Area, which the Board of Directors may delegate to the use of the Units in Phase 1B of the Condominium, to the exclusion of other Units. Such delegation of the Private Street may be subject to criteria that the Association establishes, including but not limited to the payment of an additional fee that is part of the common expenses of each Unit in Phase 1B and that is only to be used for the maintenance, repair, improvement, and replacement of the Private Street. Nothing in this Section 3 affects a Unit owner's right to exclusive use of any common element that the Declaration designates as a Limited Common Element appurtenant to the owner's Unit.

Section 4. Undivided Interests. The initial undivided interest in the Common Elements of each Unit is shown on the attached **EXHIBIT "B"**, and is based upon each Unit having an equal undivided interest in the Common Elements. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's

fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements shall be uniformly reallocated equally among all Units, including those originally submitted with this Declaration, and those added after the date of this Declaration. The maximum possible undivided interest for each Unit is 1/6 and the minimum possible undivided interest is 1/66.

ARTICLE VIII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every Person or entity who is or becomes a record owner of a fee simple interest or an undivided fractional fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one (1) vote for each Unit owned in fee simple. The vote with respect to that Unit shall not be divided, but shall be cast only as all of the owners of that Unit agree; provided however, that unless timely challenged by a co-owner of a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors.

The Board of Directors and the Officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by this Declaration, the Bylaws, and by operation of law, unless a vote of the Unit Owners is specifically required; provided however, that in the event any such power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or member of the Board, they will be deemed to act in such capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the Bylaws.

The Board of Directors initially shall be those three (3) persons named as the initial Directors pursuant to the provisions of the Articles, or such other Person or Persons as may from time to time be substituted by Declarant. Not later than sixty (60) days after the time that Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and Unit Owners

other than the Declarant shall elect one-third (one) of the Directors at such meeting and the Declarant shall designate the other two-thirds (two) of the Directors, which three Directors shall serve until the meeting described in the next paragraph. For purposes of this Section 4, the percentage of interest in Common Elements shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created in the Condominium, pursuant to the Declarant's expansion option, as set forth in Article XX (Expansion), Section 16, of this Declaration.

Within sixty (60) days after the earlier of: (a) five (5) years from the date of the establishments of the Association; or (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association. The terms of the three Directors shall be staggered so that the terms of one-third of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the one Director whose term then expires shall be elected to serve a three-year term.

Each Director (other than the Declarant) must be a Unit Owner who is a member of the Association in good standing, or the spouse of such a Unit Owner. However, no one Unit may be represented by more than one Director at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. Good standing requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or Assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during his, her, or its term.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. If the Declarant waives its right to select one or more Directors, the membership shall meet and elect the members of the Board otherwise to have been selected by the Declarant.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents or the Condominium Act that are not specifically reserved to Unit Owners. In addition, the Board shall have all power and authority granted by the Condominium Act, including but not limited to Section 5311.081, Ohio Revised Code, as the same may be amended from time to time.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense. Nothing

contained herein shall preclude Declarant, or any other entity designated by Declarant from being employed as managing agent or to provide management, maintenance and repair services, provided that the terms of employment are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

Section 7. Owner/Resident Information. Each Unit Owner must, within thirty (30) days of the transfer of title to such Unit Owner, provide to the Association in writing the name(s) of the Unit Owner(s) and all Occupants, together with their home and business mailing addresses, home and business telephone numbers, and the name, business address, and business telephone number of any Person who manages the Unit as an agent of the Unit Owner(s). Any change to the foregoing information must be provided in writing to the Association within thirty (30) days of said change.

ARTICLE IX

AGENT FOR SERVICE

The Board of Directors will designate the Person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE X

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Elements, including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, driveways and access ways, and all buildings and private streets which are a part of the Common Elements, including the outdoor light fixture(s) on each Unit. Notwithstanding the foregoing sentence, the Association shall not be responsible for watering those shrubs, trees and other plantings adjoining the foundation of a Unit, and shall not be responsible for any damage resulting from the failure of the Unit Owner to water such items.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner and any patio, porch, deck, or terrace area accessory to each Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens, and doors, including the frames, sashes and jambs, and the hardware therefor, and watering of those trees, shrubs and other plantings adjoining the Unit. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter

defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. If the Board determines that those trees, shrubs and other plantings adjoining the Unit have died or been damaged as a result of the Unit Owner's failure to water them as required by this Article X, then the Unit Owner shall be responsible for their replacement, and if paid by the Association, the cost thereof shall constitute a special individual Unit assessment against such Unit. The Unit Owner shall be responsible, at the Unit Owner's cost, for replacing bulbs in any exterior light fixture whose power switch is controlled by the Unit Owner.

ARTICLE XI

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any service is not separately metered the cost thereof shall be a common expense.

ARTICLE XII

INSURANCE; LOSSES

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures, and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" or "special cause of loss" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. The premiums for this insurance shall be a common expense, payable by the Association. This insurance:

(a) Shall provide coverage for only such built-in or installed improvements, fixtures, equipment, and appliances that are part of the Declarant's standard specifications for a base unit of a particular type; all builder upgrades of such items shall be the insurance responsibility of the individual Unit Owner.

(b) Shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(c) Shall be obtained from an insurance company authorized to write such insurance in the State of Ohio;

(d) Shall be written in the name of the Association for the use and benefit of the Unit Owners;

(e) Shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which (i) must provide that the carrier shall notify all first mortgagees named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy; and (ii) must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear;

(f) Unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners; and

(g) Will include a reasonable deductible as determined by the Board. Except as provided in Section 5 below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to such Owner's Unit and Limited Common Elements, and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property (for example, one or more Units and the Common Elements), the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the applicable Unit Owner(s).

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, the Directors, and the Unit Owners and occupants, with such limits as the Board may determine, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of negligent acts of the Association, the Board, or other Unit Owners or occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, Directors' and officers' liability insurance, fidelity insurance, and such other insurance as the Board may determine.

Section 4. Insurance Representative; Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or its designated representative, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents;

and the performance of all other acts necessary to accomplish such purposes. The Association, or such designated representative, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders and the Association and such power runs with the land, is coupled with an interest and is irrevocable.

Section 5. Unit Owner's Insurance. Any Unit Owner or occupant may, at their own expense, carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenant's improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and occupants.

Each Unit Owner shall be responsible for obtaining and paying the premiums for casualty insurance coverage for such owner's Unit, consisting of all space bounded by the interior, un-drywalled surfaces of the perimeter walls, floors and ceilings, and the contents of said Unit, the foregoing including (without limitation) all floor and wall coverings, furniture, fixtures, appliances, and other betterments installed by each Unit Owner, and any personal property kept by the Unit Owner within the Unit or elsewhere on the Condominium Property. The Unit Owner's insurance responsibility shall include (but not be limited to) the value of all builder upgrades of built-in or installed improvements, fixtures, equipment, and appliances beyond those called for by the Declarant's standard specifications for a base unit (with unfinished basement, if any) of the type purchased by that Unit Owner. The burden shall be upon the Unit Owner to determine whether improvements located within the bounds of such owner's unit shall be insured under the Association's policy or the individual Unit Owner's policy.

Section 6. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event

that within sixty (60) days after such damage or destruction the Unit Owners shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 7. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interest in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 8. Fidelity Bond Coverage. The Board may obtain fidelity bond coverage with respect to Persons handling Association funds in amounts deemed reasonably necessary by the Board to protect against substantial losses.

ARTICLE XIII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage and Destruction. In the event of substantial damage to or destruction which renders one-half (1/2) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power of all Unit Owners, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale, or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Each Unit Owner and his respective mortgagee, by acceptance of a deed conveying such condominium ownership interest or a mortgage encumbering such condominium ownership interest, as the case may be, hereby irrevocably appoints the Association as his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney-in-fact, at the option of the attorney-in-fact, to carry out the provisions of this Article XIII.

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIV

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential loss or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the useability thereof, nor diminishes any away for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interest of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whole Unit cannot be restored or replaced, and his, her or its respective first mortgagee, as their

interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit and the Association, and such power runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have the right and easement of enjoyment in, over and upon the Common Elements and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and of ingress and egress to the members of that Unit Owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments on any other Unit and upon the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, master television antennas and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits, and conduits, on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easements for Services. A non-exclusive perpetual easement is hereby granted to all police, firefighters, ambulance operators, mail delivery personnel, delivery personnel, garbage and trash removal personnel, and all similar Persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and Declarant, and the real estate to which it is applicable; it runs with the land, is coupled with an interest, and is irrevocable.

Section 8. General. The Easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay the Association: (1) annual operating assessments; (2) special assessments for capital improvements; and (3) special individual Unit assessments. All of such assessments shall be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and occupants and the best interests of the Condominium Property.

Section 3. Elements; Apportionment; Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and within thirty (30) days after the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the percentage interest of each Unit in the Common Elements, common expenses of the Association which may include the following:

(i) the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

(ii) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(iii) the estimated next fiscal year's costs for utility services not separately metered;

(iv) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

(v) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for such reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association; and

(vi) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board; and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of all Unit Owners.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(3) The Board shall endeavor to avoid special assessments for capital items by complying with the reserve requirements of Article XVI, Section 3(a)(1)(v) above.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs that are the responsibility of a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its shares of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit

shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners. The Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws, and/or amendments thereto, as well as reasonable charges for handling documentation relating to financing and/or resale of a Unit, and/or providing statements of unpaid Assessments.

(d) Rules for Levying Enforcement Assessments for Violations.

The Board of Directors may levy enforcement assessments under a written policy adopted by the Board and given to each Unit Owner, for the purposes of enforcing the Declaration, Bylaws or Rules as determined by the Board. Such enforcement assessments may include, without limitation, interest and administrative late fees for the late payment of assessments, returned check charges, and reasonable enforcement assessments for violations of this Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property. Prior to imposing a charge for damages or an enforcement assessment, the Board shall comply with the notice and hearing requirements of Section 5311.081(C), Ohio Revised Code.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within thirty (30) days after the same has become due, the Board, at its option, without demand or notice, may: (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable) at the rate of ten percent (10%) per annum; (iii) charge a reasonable, uniform late charge, as determined from time to time by the Board; and (iv) charge reasonable attorneys' fees and other costs incident to the collection of any overdue assessment.

(b) Annual operating and both types of special assessments, together with interest, late charges, reasonable attorneys' fees and collection costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that

assessment, and interest and costs, may be filed with the Recorder of Knox County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and other fees and charges recoverable under this Article XVI, and shall be signed by the president or other chief officer of the Association. The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorneys' fees, and paralegal fees.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in any action brought to discharge the lien.

(e) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Knox County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owner or owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner's successors in title unless expressly assumed by the successors, provided however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and cost of such action (including attorney fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

(i) The Association will credit payments made by the Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;

- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorneys' fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the annual operating assessments or special individual unit assessments chargeable against the Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments for charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President, Treasurer, Secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of the boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium Instruments or by an Eligible

Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium Instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subsection (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating its name, address, and the Unit designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subsections (a) and (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain. No action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XVIII

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium act requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information be provided in this

Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, forfeited to the Declarant, or withdrawn in accordance with Section 5311.25(A)(2), Ohio Revised Code. If, in the case of any such sale, a deposit or down payment of more than \$2,000.00 is held for more than 90 days, interest on the amount exceeding \$2,000.00 at a rate equal to the prevailing rate payable by federally insured financial institutions in Knox County, Ohio on daily interest accounts for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, other than: (i) a right of ingress and egress over the Common Elements for the benefit of the Additional Property; (ii) a right to ensure the availability of utilities from and to the Common Elements for the benefit of the Additional Property; and (iii) the right to enter upon the Condominium Property to fulfill any warranty obligations to the Association or to Unit Owners. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Unless a contract or other agreement is renewed by a vote of the Unit Owners exercising a majority of the voting power of the Association, neither the Association nor the Unit Owners shall be subject to either of the following: (i) for more than ninety (90) days subsequent to the date that the Unit Owners other than Declarant assume control of the Association, any management contract executed prior to that assumption of control; (ii) for more than one (1) year subsequent to an assumption of control, any other contract executed prior to that assumption of control, except for contracts for necessary utility services.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from Declarant, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) Units. Except as provided in subparagraph (c) below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one (1) year from the date the deed to the buyer for that Unit is filed for record.

(b) Common Elements. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium as a whole, occasioned

or necessitated by defects in material or workmanship, that arise within a period of two (2) years from the date the deed is filed for record following the sale of the first Unit in the applicable phase of the Condominium to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. All warranties made to Declarant that exceed the time periods specified in this Section 4 for the Declarant's limited warranties are hereby assigned as follows: (i) to the individual Unit buyer, if such extended warranty relates to any part of the Unit; and (ii) to the Association, if such extended warranty relates to the Common Elements.

(e) Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any request for service must be sent in writing to the Declarant at 6678 State Route 241, Millersburg, OH 44654, or at such other address as the Declarant may designate from time to time in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyer's request for service, and complete the same as soon as reasonably possible.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including, without limitations, the obligation to pay common expenses attaching to such Units, from the date this declaration is filed for record. A successor owner of the Condominium Property or of all or any portion of the Additional Property who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, is not liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium Organizational Documents) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) The consent of all Unit Owners shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit;
- (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
- (iii) the number of votes in the Association appertaining to any Unit; or
- (iv) the fundamental purposes of which any Unit or the Common Elements are restricted;

(b) The consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners shall be required to terminate the Condominium.

(c) In any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant) for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents, to the extent necessary to correct any scrivener's errors, typographical errors, or factual errors or omissions, to amend or change the name of the condominium, or to conform to the requirements of the Condominium Act or any other federal, state or local law or to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

(d) Without a vote of the Unit Owners, the Board of Directors may amend the Declaration in any manner necessary for any of the following purposes: (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Association (Freddie Mac), the Federal Housing Administration (FHA), the Veterans Administration (VA), and similar institutions; (ii) to meet the requirements of insurance underwriters; (iii) to bring the Declaration into

compliance with Chapter 5311, Ohio Revised Code, as the same may be amended from time to time; (iv) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; (v) to designate a successor to the Person named to receive service of process for the Association, by filing with the Ohio Secretary of State an appropriate change of statutory agent designation; (vi) to change the name of the condominium association if necessary to avoid conflict with another existing identical or similar name, provided that the condominium and the association shall have the same or substantially similar name whenever possible. Any Unit Owner who is aggrieved by an amendment to the Declaration made by the Board of Directors pursuant to this Article XIX, Section 1(d), may commence a declaratory judgment action to have the amendment declared invalid as violative of this Section 1(d), by filing such action in the Common Pleas Court of Knox County, Ohio, within one (1) year after the date of recordation of such amendment.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Knox County, Ohio.

ARTICLE XX

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the right and option, but not the obligation, to expand the Condominium Property, but only within the limitations, and subject to the terms, set forth in this Article.

Section 2. Limitations on Expansion Option. Declarant has no obligation to or limitation of its option to expand the Condominium Property except as provided in this article or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property, without the consent of any Unit Owners.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit Owners other than Declarant, may extend its option to expand the Condominium Property for an additional seven (7) years, if it exercises its right to so renew within six (6) months prior to the expiration of that initial seven (7) year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, is attached to this Declaration as **EXHIBIT "C"**, and is

referred to herein as "the Additional Property."

Section 5. Composition of Portions Added. The Declarant has the right to expand the Condominium Property to include the Additional Property, or any portion thereof, in one or more submissions. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article. There are no limitation fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Residential Use Restriction. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 9. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be reasonably compatible with, but need not be substantially identical to, structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is reasonably compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, changes in layout or floor plans of Units, or changes in design or finish detail. There are no such restrictions with respect to any portions of the Additional Property that are not added to the Condominium.

Section 10. Improvements Other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations on what, if any, such non-structural improvements shall be made, except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

Section 11. Types of Units. Any Units that are created on all or any portion of the Additional Property and added to the Condominium Property need not be of the same or similar types as the Units then on the Condominium Property, and there are no restrictions or limitations as to what types of Units may be created on the Additional Property. For example, and

without limiting the generality of the foregoing sentence, such Units on the Additional Property may, at the sole discretion of the Declarant, be of different size, dimensions, square footage, number of rooms, design, floor plan layout, exterior architecture, materials used in construction, finish detail, and/or appurtenant limited common elements than the existing Units in the Condominium.

Section 12. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of consistent in type and size as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patios and parking areas. The size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the building and other improvements on each portion, and other factors presently undetermined.

Section 13. Supplementary Drawings. The Drawings show the location of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans currently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 14. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor or successors as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 15. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property; that is, the rights, easements, covenants, restrictions, and assessment plan as set forth herein shall run with and be applicable to the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the Owner or Owners of the Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be allocated as hereinbefore provided; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

Section 16. Maximum Number of Additional Units. The maximum number of Units that may be established within the Additional Property and added to the Condominium Property is sixty (60). However, the foregoing shall neither limit nor restrict or be so construed as to limit or restrict the number of dwelling Units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property.

ARTICLE XXI

GENERAL PROVISIONS

Section 1. Condominium Instruments. The Condominium Act requires certain provisions and information to be provided in "condominium instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, conditions, covenant, reservation, easement, lien or charge.

Section 4. Severability. Invalidity of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Notices.

(a) All notices to the Association or the Board of Directors required or permitted under the Declaration or Bylaws must be made in writing and sent by regular U. S. Mail, first-class postage prepaid, to the Board of Directors or the Association, at the address of the Condominium Property or to such other address as the Board of Directors may designate by a notice in writing to all Unit Owners.

(b) All notices to any Unit Owner required or permitted under the Declaration or Bylaws must be hand-delivered or sent by regular U. S. Mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address designated by the Unit Owner in writing to the Board. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall be given by hand delivery or sent by regular U. S. Mail, first-class postage prepaid, to the Unit address.

(c) In addition to the methods described in paragraphs (a) and (b) above, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made under the Declaration or Bylaws; may be required or accomplished using the most advanced technology available at the time, provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any written notice by the Association to such Unit Owners, individually or collectively, who have given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to receive any Unit Owner's signature, vote, consent, or approval required or desired by the Association, subject to the following:

(i) For voting on the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owner the option of casting any anonymous printed ballot, which includes, when necessary, the Unit Owner's percentage of ownership interest;

(ii) An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two (2) consecutive times, e.g., the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the Person responsible for sending the transmission. In such circumstances, the Association shall deliver such notice or other communication to the Unit Owner in writing by regular U. S. Mail to the Unit Owner's Unit or last known address, or by hand delivery to the Unit Owner, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(iii) Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission shall receive notices as provided in Section 5(b) of this Article XXI.

IN WITNESS WHEREOF, the Declarant has executed this Declaration by its duly authorized officer this ____ day of June, 2022.

SCHLABACH BUILDERS, LTD.

By: _____
Roy Schlachach
Authorized Member

STATE OF OHIO)
) ss:
 _____ **COUNTY**)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, personally appeared the above-named **Roy Schlachach, as Authorized Member of SCHLABACH BUILDERS, LTD., an Ohio limited liability company**, on behalf of said limited liability company. This is an acknowledgement certificate; no oath or affirmation was administered to the signer.

 Notary Public

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

Gilchrist Village Condominium

EXHIBIT "A"

Legal Description of Condominium Property

(Phase 1B)

See attachment

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

DESCRIPTION OF A 1.410 ACRE PARCEL
GILCHRIST ESTATE DUPLEX 1, 2 & 3

71-00001.000

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 N 02°59'08" E, along the westerly line of said parcel conveyed to Schlabach Builders, Ltd. (PPN 71-00004.000), a distance of 40.66 feet to an iron pin set;

Course No. 2; Thence N 86°01'34" W, along a new line of division, a distance of 99.78 feet to an iron pin set;

Course No. 3; Thence N 55°04'56" W, along a new line of division, a distance of 77.34 feet to an iron pin set;

Course No. 4; Thence N 34°55'04" E, along a new line of division, a distance of 68.94 feet to an iron pin set;

Course No. 5; Thence N 56°18'25" E, along a new line of division, a distance of 59.58 feet to an iron pin set;

Course No. 6; Thence S 86°01'22" E, along a new line of division, a distance of 92.80 feet to an iron pin set;

Course No. 7; Thence S 70°28'16" E, along a new line of division, a distance of 100.00 feet to an iron pin set;

Course No. 8; Thence S 61°43'31" E, along a new line of division, a distance of 30.43 feet to an iron pin set;

Course No. 9; Thence S 61°58'45" E, along a new line of division, a distance of 195.59 feet to an iron pin set;

Course No. 10; Thence S 74°13'26" E, along a new line of division, passing on line an iron pin set at 171.37 feet, a total distance of 205.20 feet to a point in the center of Upper Gilchrist Road (TR-254) 40' R/W;

Course No. 11; Thence S 03°02'33" W, along the center of said road, a distance of 40.99 feet to a point;

Course No. 12; Thence N 74°26'11" W, along the northerly line of The Village of Colonial Woods Condominiums Eighth Amendment as recorded in Plat Cabinet C, Slot 156 and the northerly line of The Village of Colonial Woods Condominiums Third Amendment as recorded in Plat Cabinet C, Slot 107 of

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

the Knox County Plat Records, passing on line a 5/8 inch capped iron pin found, a total distance of 320.03 feet to a "TRACY & MILLS" capped 5/8 inch iron pin found;

Course No. 13; Thence S 03°01'54" W, along the westerly line of said The Village of Colonial Woods Condominiums Third Amendment, a distance of 34.64 feet to a ½ inch iron pipe found;

Course No. 14; Thence N 87°03'42" W, along the northerly line of said The Village of Colonial Woods Condominiums Third Amendment and the northerly line of said The Village of Colonial Woods Condominiums First Amendment, a distance of 199.92 feet to the **Place of Beginning** and containing 1.410 acres of land of which 0.889 of an acre is out of PPN 71-00004.000, 0.004 of an acre is out of PPN 71-00001.046 and 0.517 of an acre 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 May 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".

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

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

Gilchrist Village Condominium

EXHIBIT "B"**Allocation of Common Elements Interests
Among Condominium Units (Phase 1B)**

<u>Unit Number</u>	<u>Unit Type</u>	<u>Square Feet (Main Floor)</u>	<u>Undivided Interest in in Common Elements</u>
3127-A	Sheffield-810	1,224	One-Sixth (1/6 th)
3127-B	Sheffield-810	1,224	One-Sixth (1/6 th)
3128-A	Sheffield-810	1,224	One-Sixth (1/6 th)
3128-B	Sheffield-810	1,224	One-Sixth (1/6 th)
3129-A	Sheffield-810	1,224	One-Sixth (1/6 th)
3129-B	Sheffield-810	1,224	One-Sixth (1/6 th)
TOTALS		7,344	100.000%

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

Gilchrist Village Condominium

EXHIBIT "C"**Legal Description of Optional Expansion Area
of Condominium Property****(Future Phases)***See attachment*

RESERVING UNTO SCHLABACH BUILDERS, LTD., its successors and assigns, a perpetual non-exclusive easement over the above-described Optional Expansion Area for use of roadways and extensions thereof, and use of and installation of all utility lines and easements, all for the benefit of the Additional Property, regardless of whether or not the Additional Property is actually added to the Condominium.

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

BY-LAWS
(Code of Regulations)
OF

GILCHRIST VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Gilchrist Village Condominium Association, Inc. ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association for Gilchrist Village Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit Owners (members) and of the Board of Directors of the Association ("the Board") shall be at such place in Knox County, Ohio as the Board may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meaning as set forth in the Declaration of Gilchrist Village Condominium, ("the Declaration"), recorded simultaneously with the Recorder of Knox County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established from time to time by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. A written notice of every meeting of the Association (including the annual meeting) stating the time, place and purposes thereof shall be given by the Secretary or Person authorized to call the meeting not less than five (5) days before such meeting. Such notice shall be deemed to be sufficiently made when delivered personally or when deposited in the United States mail addressed to the Unit Owners at their addresses appearing on the records of the Association with postage prepaid. Attendance by a Unit Owner at a meeting, without objection prior to or at the commencement of such meeting, shall constitute a waiver of notice of such meeting. Notice of such meeting may also be waived in writing, whether executed before, at or after such meeting. The Unit Owners shall not be entitled to receive notice of meetings of the Board of Directors.

Section 5. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational Documents by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be the following three (3) persons: **Roy Schlabbach, James Schlabbach, and Jeff Schlabbach;** or such other Person or Persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 9. Manner of Holding Meeting. A regular or special meeting of the Board may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, the Directors may waive notice of such meeting in writing which shall be deemed equivalent to the giving of such notice.

Section 11. Quorum. The presence of a majority of the Directors at any meeting shall constitute a quorum for such meeting.

Section 12. Voting Power. Each Director shall be entitled to one (1) vote. Except as otherwise provided in the Condominium Organizational Documents, or by law, each question properly before the Board at any meeting where a quorum is present shall be decided by a majority vote of the Directors.

Section 13. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Those writings shall be filed with the minutes of the meetings of the Board.

Section 14. Powers. The Board shall exercise all powers and authority, under law and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) Obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) Enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) Repair, maintain and improve the Common Elements;
- (e) Establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) Adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) Suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) Declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) Subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association including, without limitation,

management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) Cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) Borrow funds, as needed (not to exceed \$10,000.00), and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan;

(l) Do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others;

(m) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(n) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two (2) or more Unit Owners and relates to matters affecting the Condominium Property;

(o) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(p) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for the services provided to Unit Owners; and

(q) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk or damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit.

Section 15. Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) fix the amount of assessment against each Unit;

(ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(d) Issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid;

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

(f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) Cause the restrictions created by the Declaration to be enforced; and

(h) Take all other actions required to comply with all requirements of law and the Condominium organizational documents.

Section 16. Indemnification of Board Members, Officers, and Committee Members. The Association shall indemnify and defense (as provided below): (a) any current or former Director; (b) any current or former Association officer; (c) any current or former Association committee member; and (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including but not limited to attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member, provided it is determined, in the manner set forth below, that: (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; and (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; and (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft-related crimes, including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft-related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The determinations required above will be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as verified by the Board, such Director, officer, or committee member shall be indemnified and reimbursed for any costs and expenses, including but not limited to legal fees, incurred in such defense. Any defense provided by the Association will be conducted by legal counsel selected by the Association's insurance carrier, or, if not selected by the Association's insurance carrier, by a majority of the Directors excluding the

accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three (3) Unit Owners to select legal counsel to defend the Director(s).

(a) Advance of Expenses. The Association may advance funds to cover expenses, including but not limited to attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section 16 is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, the rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Action 1702.12(E) and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member, against any liability asserted against them or incurred by them in such capacity, or arising out of their status as a Director, officer, or committee member.

(c) Liability of Directors, Officers, and Committee Members. The Association's Directors, officers, and committee members are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and such Director, officer, or committee member has no personal liability under such contract or agreement (except liability for Assessments as a Unit Owner and member of the Association).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section 16 constitutes a Common Expense. The Board has the power and responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Section 16; provided however, that the liability of any Unit Owner arising out of a contract made by an Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as Association members.

ARTICLE V

OFFICERS

Section 1. Offices and Terms. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected for a term of one (1) year by the Board at its annual meeting which shall be conducted immediately following the annual meeting of the

Association. No officer need be a member of the Association nor need be a Director. The same Person may hold more than one (1) office.

Section 2. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time determine.

Section 3. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and acceptance of such resignation shall not be necessary to make it effective.

Section 4. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the President in the event of the president's absence or refusal to act.

(c) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account, specifying all receipts, expenditures and disbursements and showing the allocation, distribution and collection of all funds and the same shall be open for inspection by any Unit Owner, or a representative authorized by him in writing, at such reasonable time or times as may be requested by

such Unit Owner. The Association shall keep and maintain correct and complete minutes of the proceedings of the Association and the Board, and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Elements.

ARTICLE VIII

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE IX

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of Knox County, Ohio.

IN TESTIMONY WHEREOF, the undersigned, as the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the _____ day of June, 2022.

SCHLABACH BUILDERS, LTD.,
an Ohio limited liability company

DRAFT

By: _____
Roy Schlabach
Authorized Member

Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)

(A) 11973 (B) 11975 UPPER GILCHRIST RD.
MT. VERNON, OH 43050 KNOX CO.



SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE

 $\frac{1}{6}$



SCALE: 1/8" = 1'-0"

ROOF PLAN
SCALE: 1" = 10'-0"

SCALE: 1" = 10'-0"

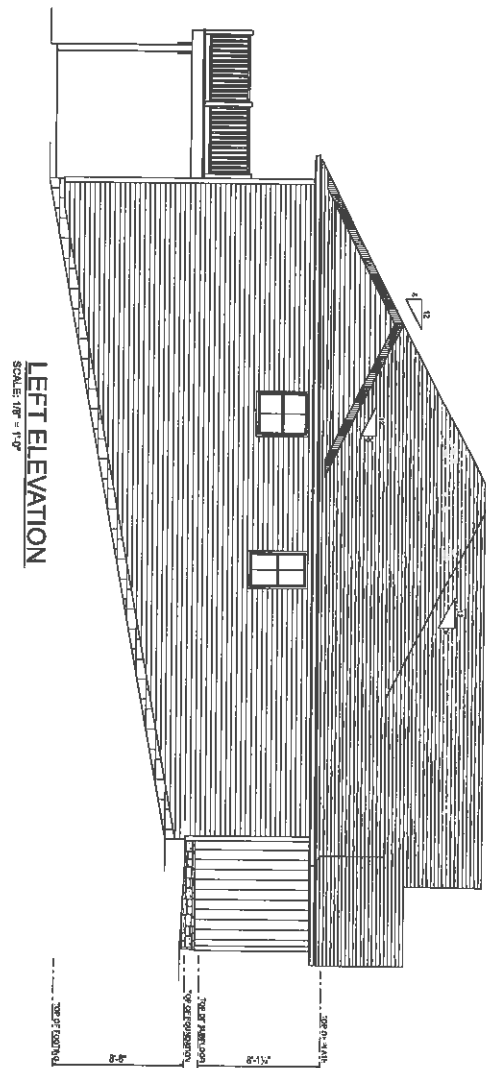
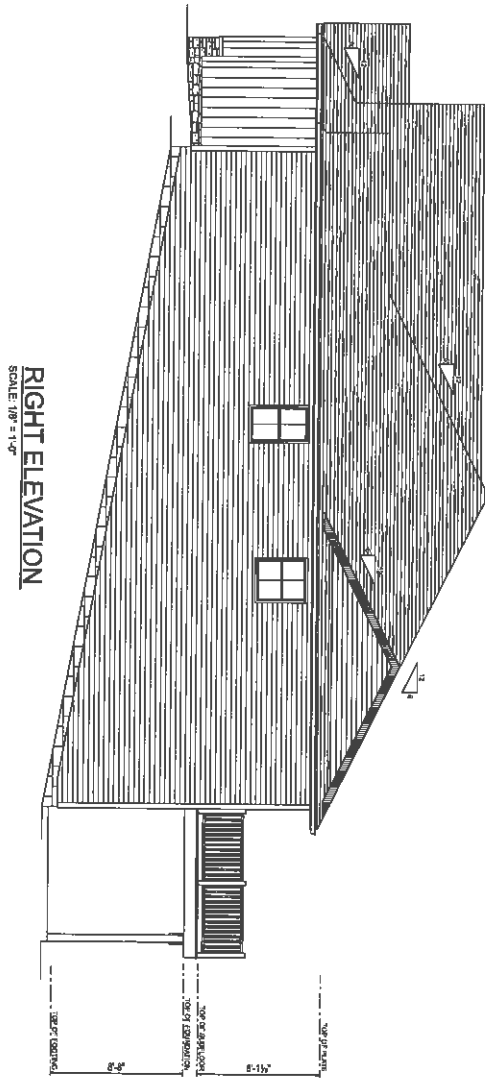


GE DUPLEX-1 #3127
(A) 11973 (B) 11975 UPPER GILCHRIST RD.
MT. VERNON, OH 43050

SUPERVISOR: AUSTIN MILLER 330-231-4694

PLAN #: 810

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6678 ST RT 241
MILLERSBURG
OH 44654
330-674-9386

GE DUPLEX-1 #3127
(A) 11973 (B) 11975 UPPER GILCHRIST RD.
MT. VERNON, OH 43050

SUPERVISOR: AUSTIN MILLER 330-231-4694

DRAWN BY: PAUL M.

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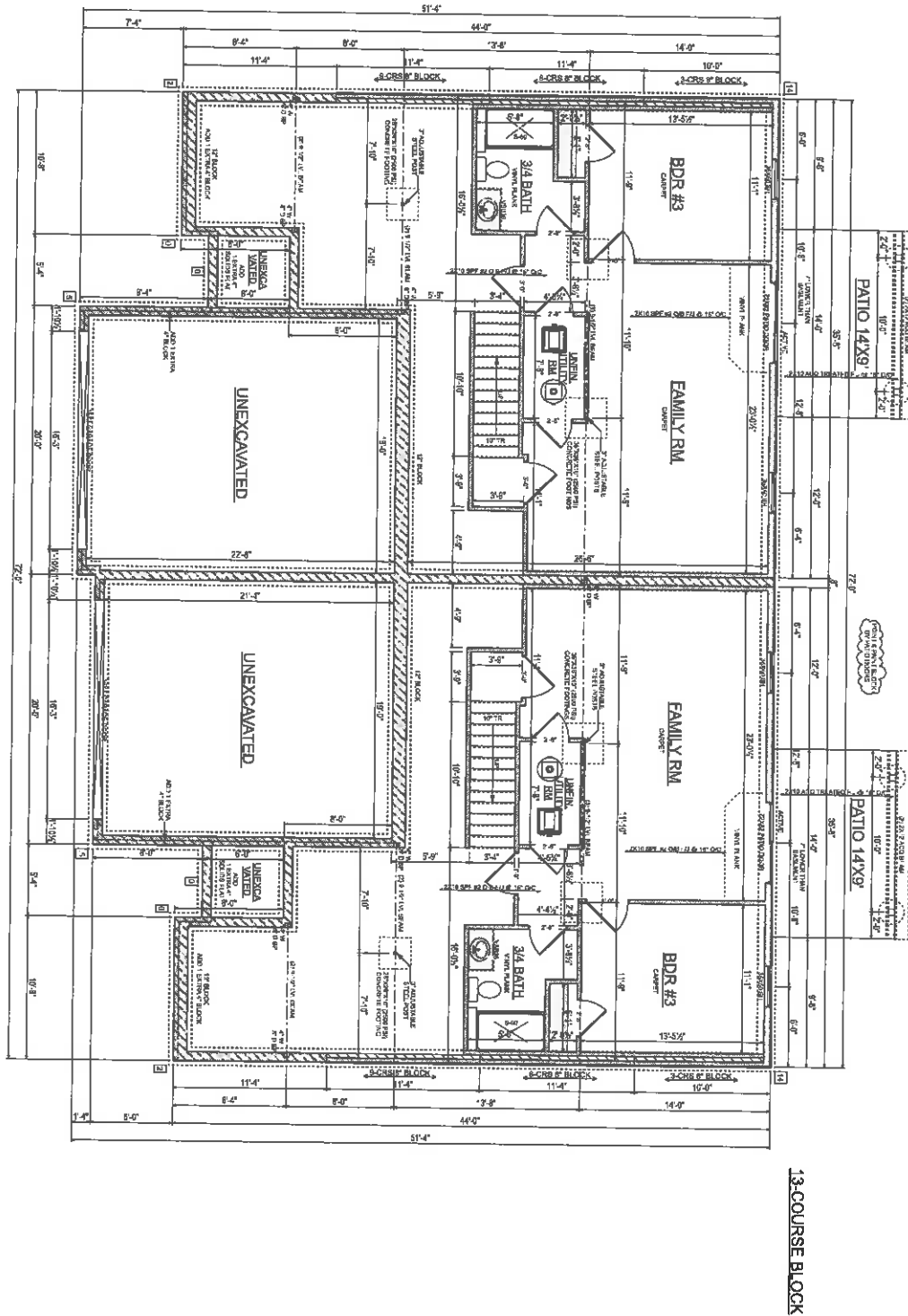
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PLAN #: 810

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FOUNDATION PLAN
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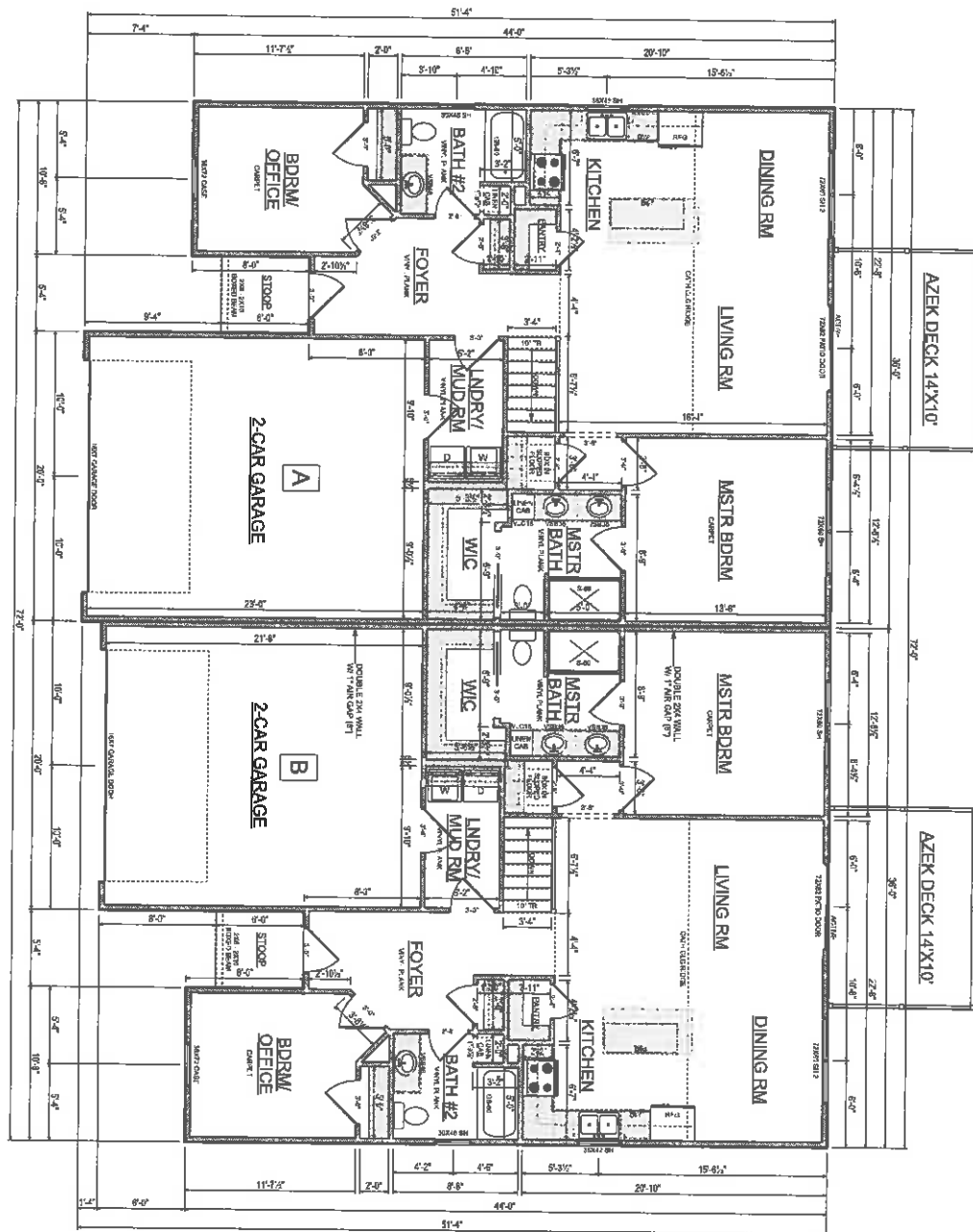
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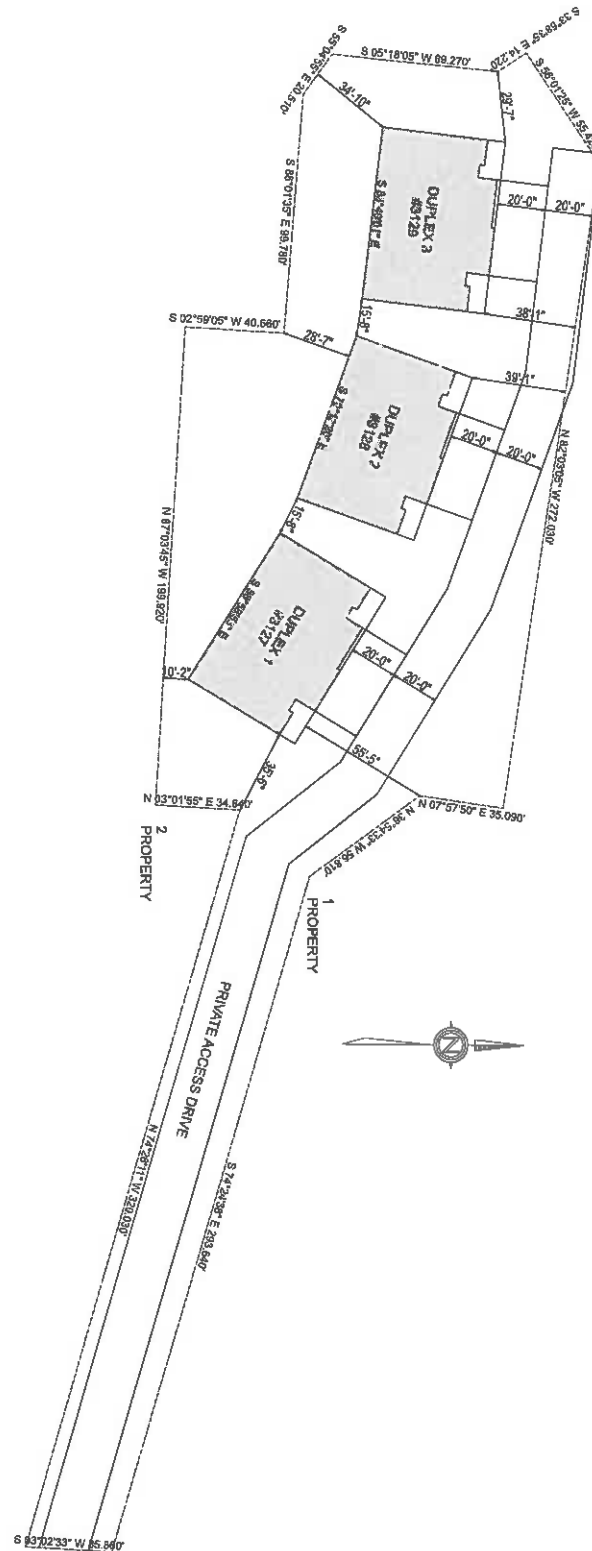
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SITE PLAN
SCALE: 1" = 50'-0"



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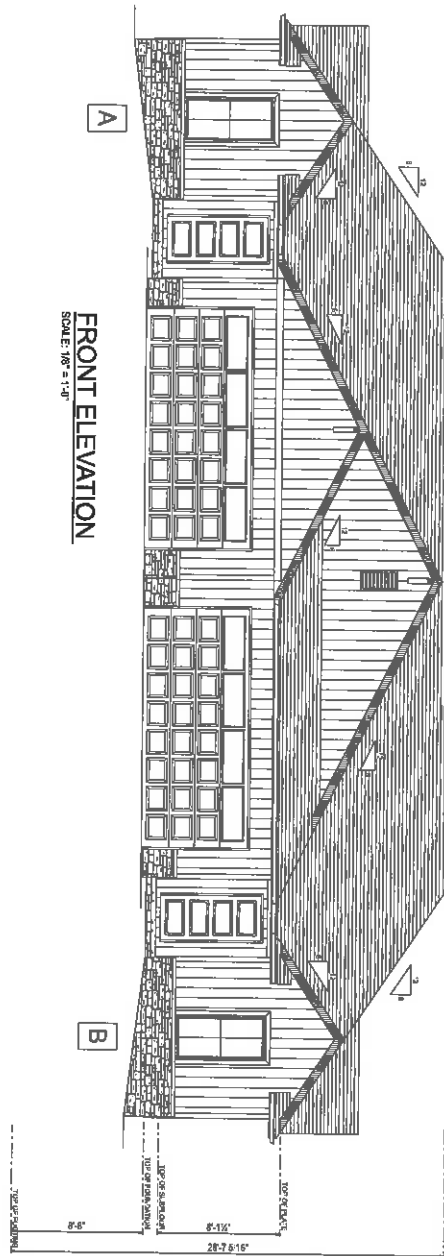
PLAN #: 810

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GE DUPLEX-2 #3128

(A) 11977 (B) 11979 UPPER GILCHRIST RD.
MT. VERNON, OH 43050 KNOX CO.



AREA SCHEDULE					
UNIT A	AREA	UNIT B	AREA	TOTAL	
MAIN FLOOR	1224 sq ft.	MAIN FLOOR	1224 sq ft.	2448 sq ft.	
GARAGE	464 sq ft.	GARAGE	437 sq ft.	901 sq ft.	
STOOP	32 sq ft.	STOOP	32 sq ft.	64 sq ft.	
DECK	144 sq ft.	DECK	144 sq ft.	288 sq ft.	
PATIO	132 sq ft.	LOWER DECK	132 sq ft.	264 sq ft.	



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SUPERVISOR: AUSTIN MILLER 330-231-4694

DRAWN BY: PAUL M.

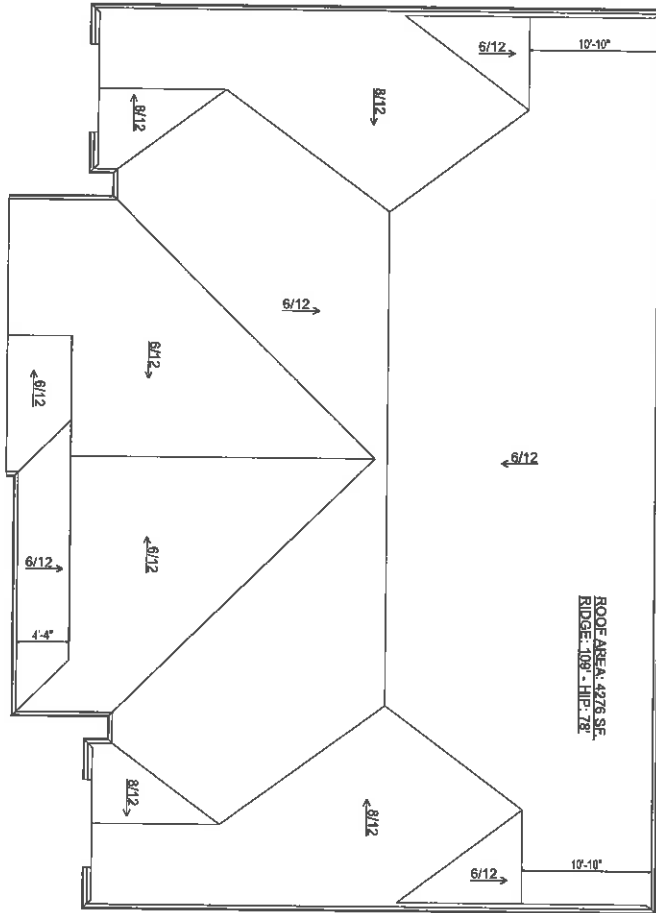
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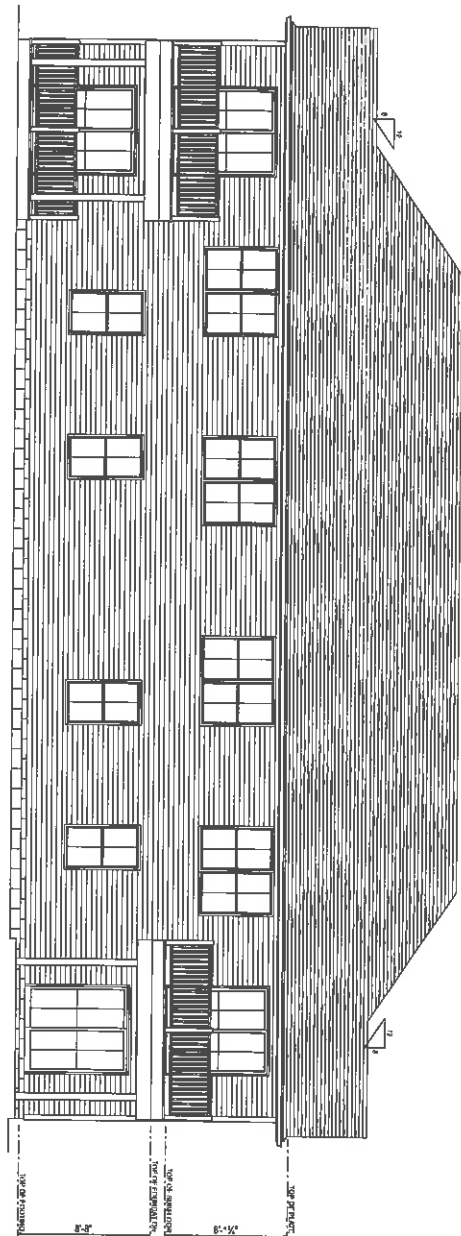
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ROOF PLAN
SCALE: 1" = 10'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



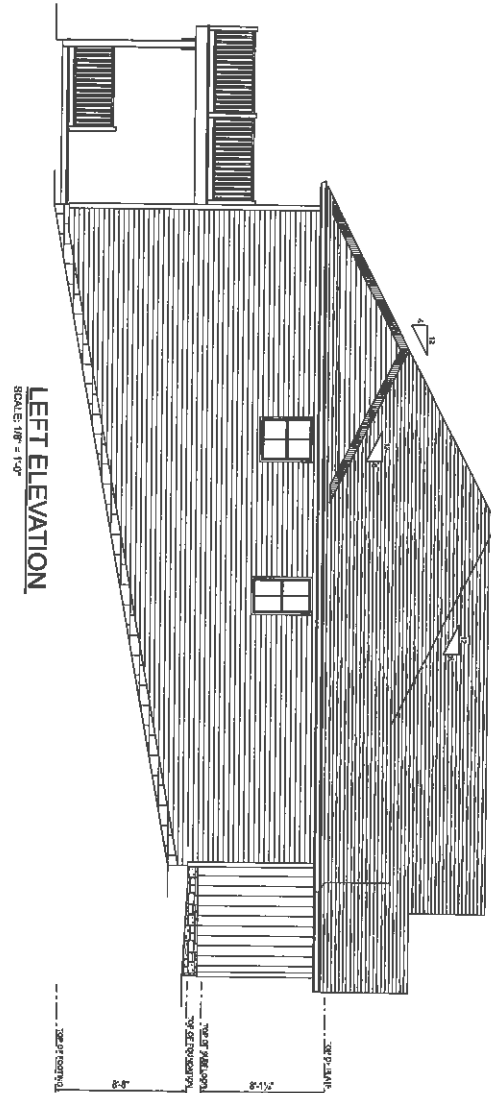
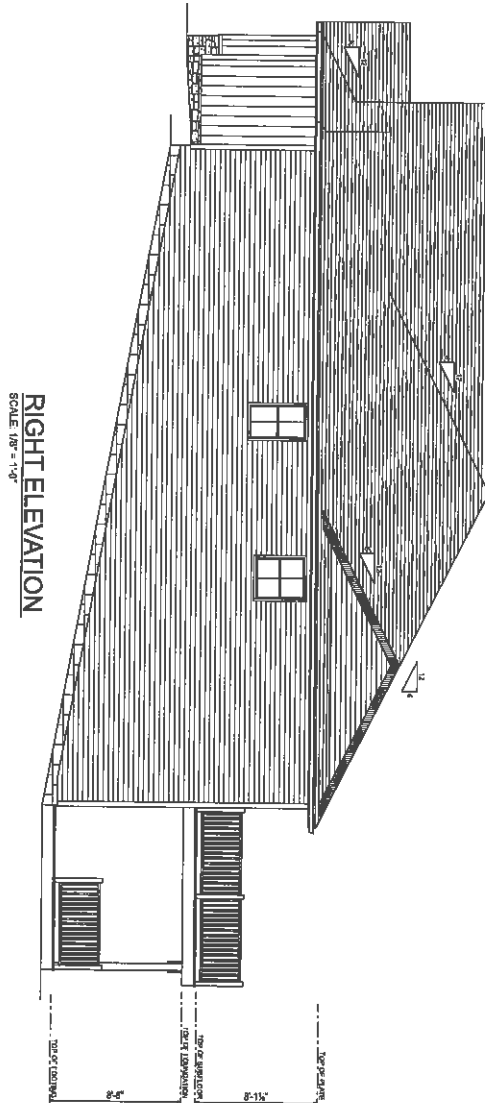
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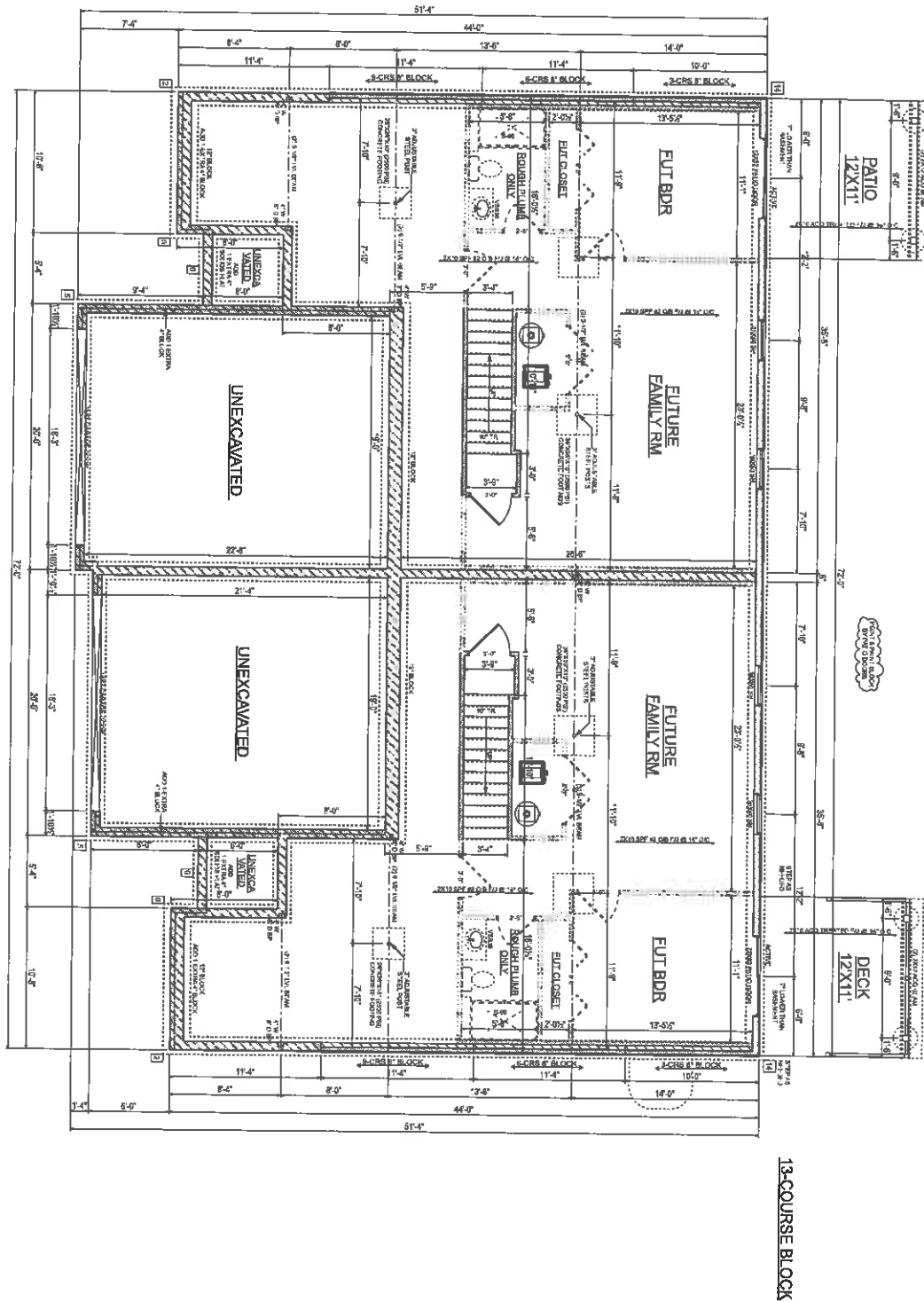


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FOUNDATION PLAN
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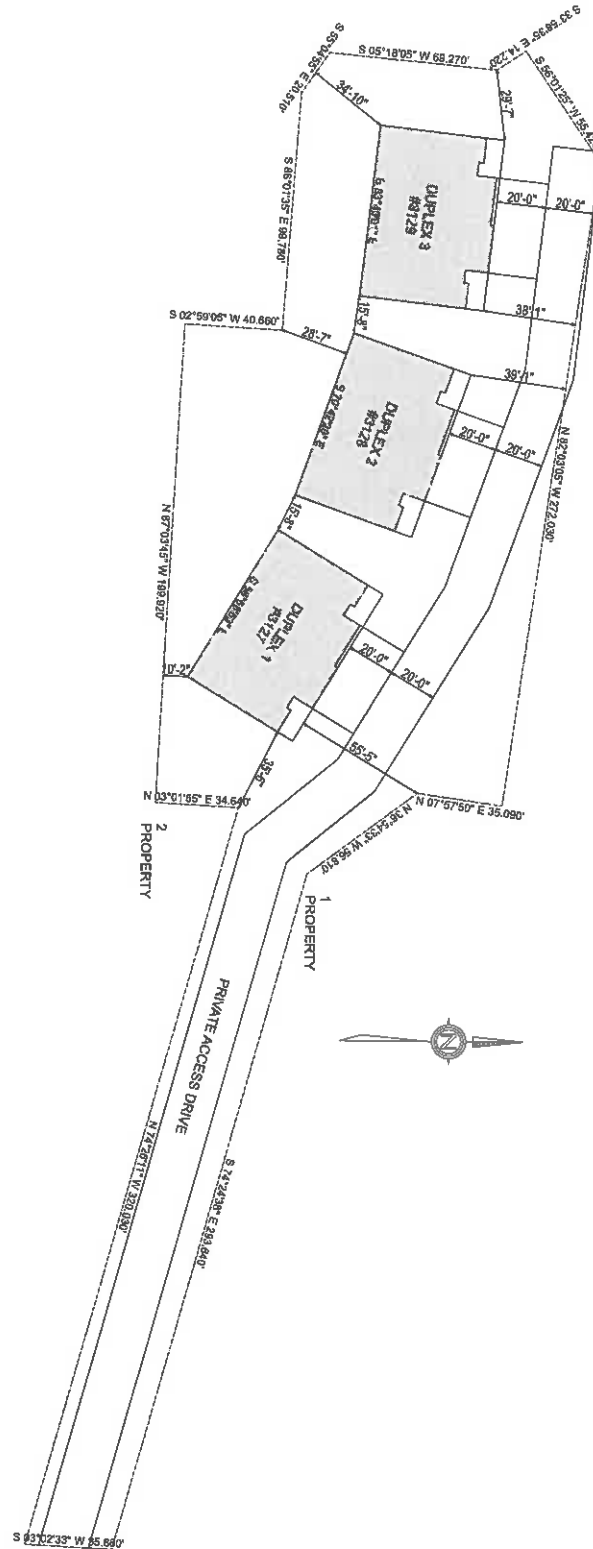
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SITE PLAN
SCALE: 1" = 50'-0"



Attachment: Declaration - clean draft 6-1-22 (3587 : 2022-Mpc-21)



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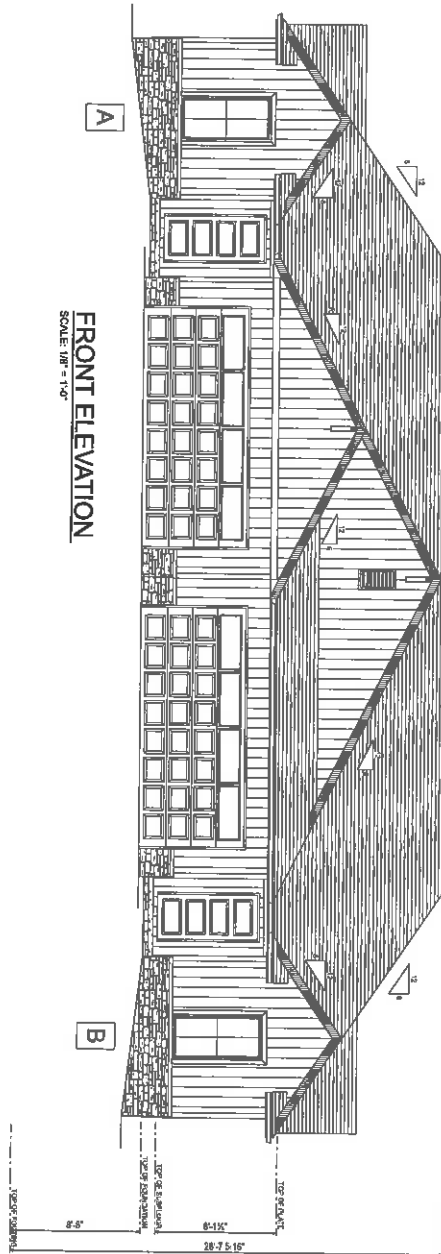
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GE DUPLEX-3 #3129

(A) 11981 (B) 11983 UPPER GILCHRIST RD.
MT. VERNON, OH 43050 KNOX CO.



FRONT ELEVATION
SCALE: 1/8" = 1'-0"

AREA SCHEDULE				
UNIT A	AREA	UNIT B	AREA	TOTAL
MAIN FLOOR	1224 sq ft.	MAIN FLOOR	1224 sq ft.	2448 sq ft.
FIN BASEMENT	673 sq ft.	FIN BASEMENT	673 sq ft.	1346 sq ft.
GARAGE	464 sq ft.	GARAGE	437 sq ft.	901 sq ft.
STOOP	32 sq ft.	STOOP	32 sq ft.	64 sq ft.
DECK	140 sq ft.	DECK	140 sq ft.	280 sq ft.
PATIO	126 sq ft.	PATIO	126 sq ft.	252 sq ft.



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SUPERVISOR: AUSTIN MILLER 330-231-4894

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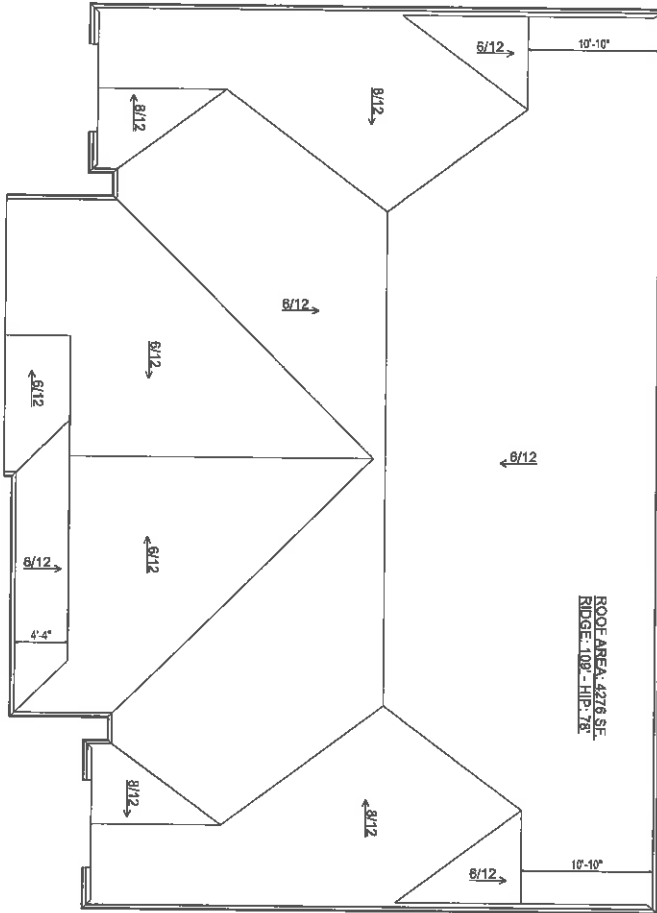
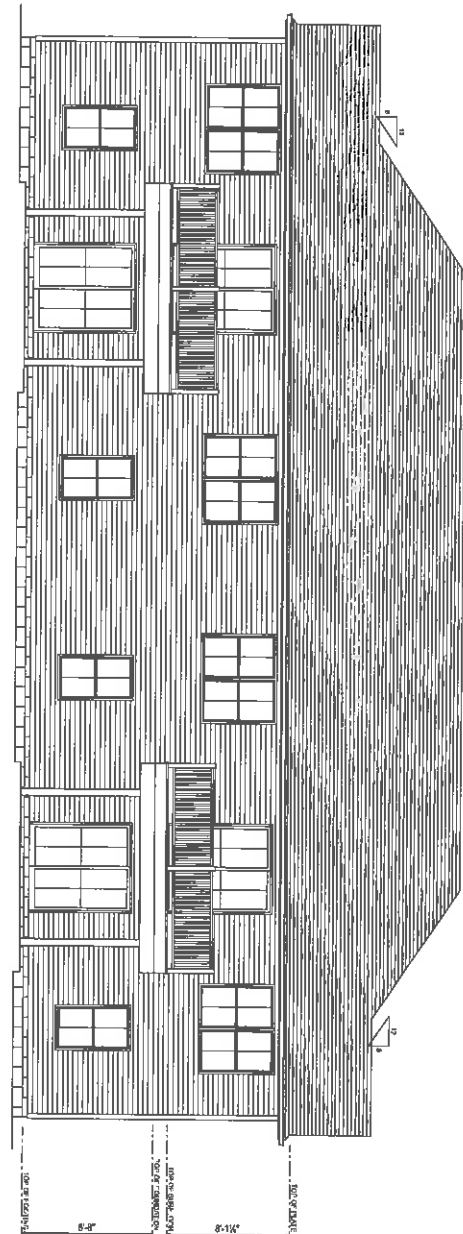
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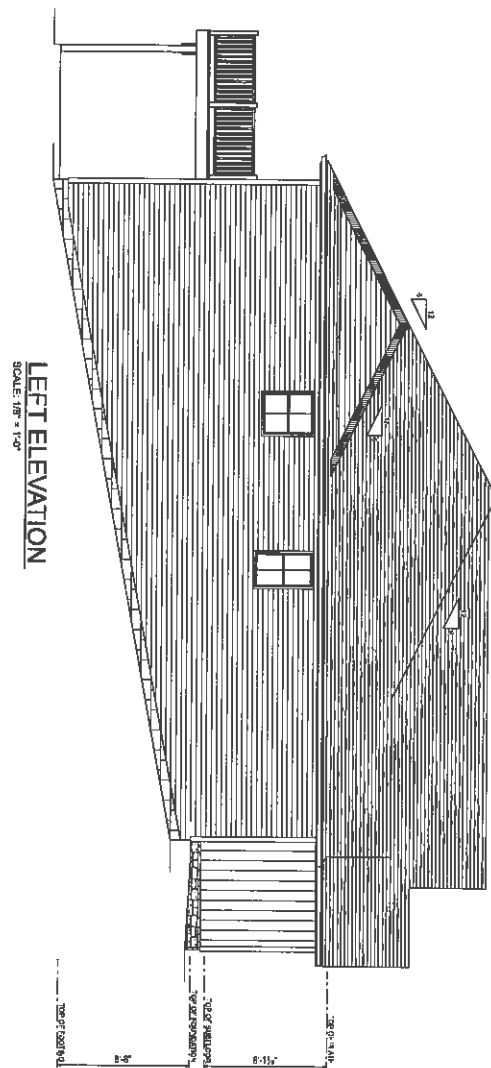
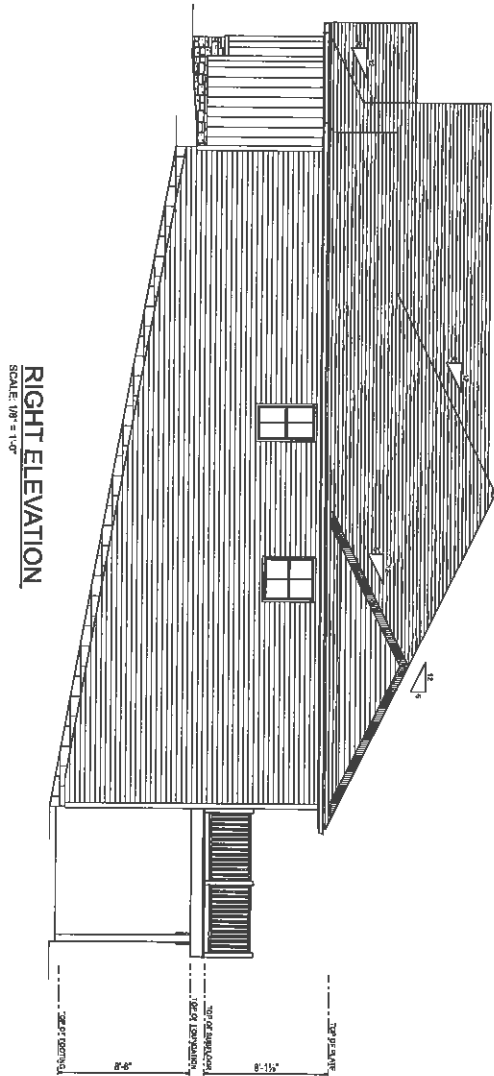
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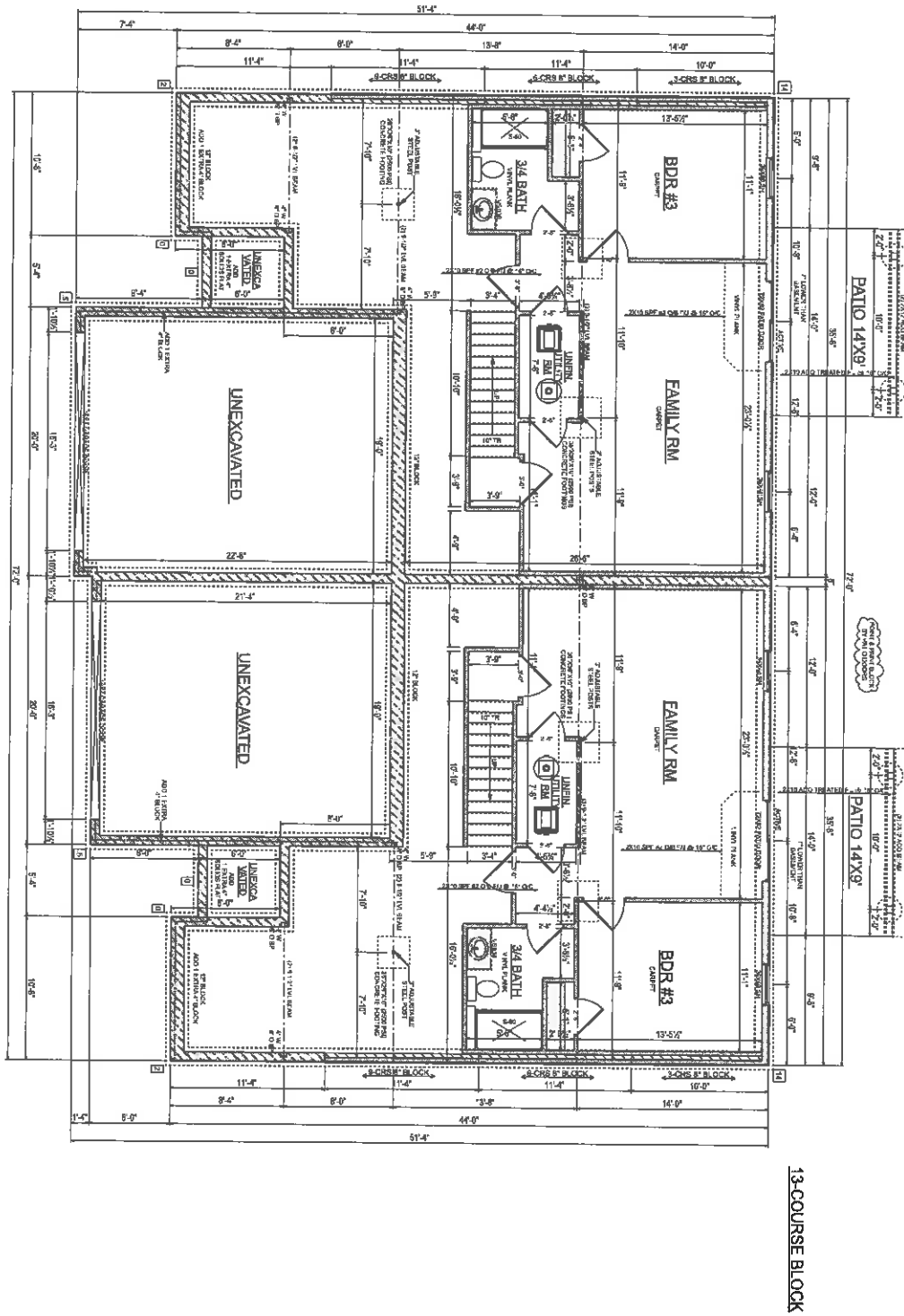
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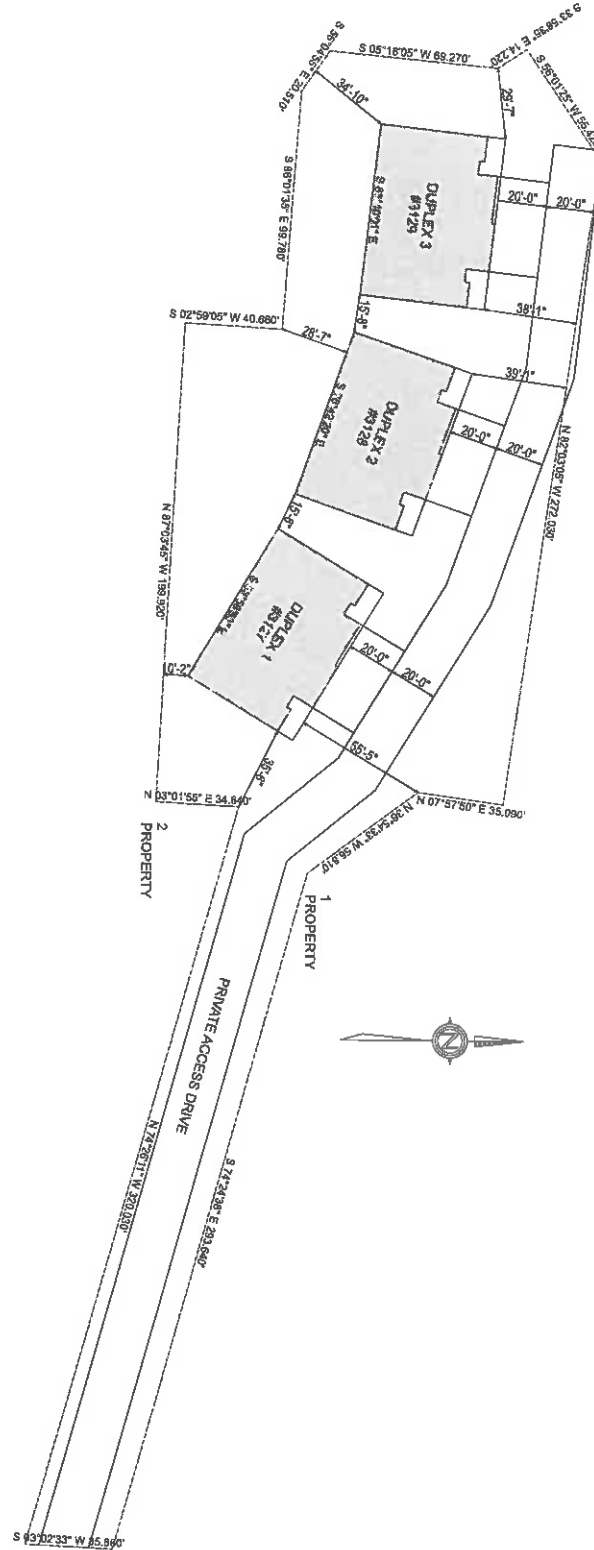
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SITE PLAN
SCALE: 1" = 50'-0"



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Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 07/14/22 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: N/A
 Prepared By: Lacie Blankenhorn
 Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3589)

DOC ID: 3589

2022-MPC-25 : STORMWATER MANAGEMENT PLAN MAINTENANCE FUND FOR GILCHRIST ESTATES

Per Codified Ordinance 920.24(d) Stormwater Management Plans for Subdivisions:
 Maintenance Fund

Description of Request: the City Engineer requests a hearing to establish procedures and assessments for the maintenance of the stormwater management facilities within the Gilchrist Estates development.

COMMENTS - Current Meeting:

Blankenhorn introduced the case: 2022-MPC-25 Stormwater Management Plan Maintenance Fund for Gilchrist Estates

Platt (sworn in) - The City Utilities Commission approved last week, putting the Gilchrist Estates Subdivision into the new private stormwater management facility utility. This was added in to the stormwater rules and regulations as of June of 2022. That gives owners and subdivisions the opportunity to have the City manage and maintain their private stormwater management facilities. With their acceptance into this program there is a monthly fee associated with it by address. Presented today is the 1 page summary of the details of the fee proposed by the City Engineer for Gilchrist Estates. The fee is \$40 per month. This is calculated based off of a variety of maintenance activities and inspection activities, as well as the administrative costs that are associated with those activities. The maintenance information is pulled from NPDES (National Pollutant Discharge Elimination Systems) through the US-EPA including general maintenance for detention ponds. Platt also reached out to Davey Resource Group which is a consulting firm that does similar processing for home owners associations. Additional consideration was provided through training received from the soil and water district. This is costed out on a 25-year timeline. This accounts for an average inflation rate of 3.2% to ensure enough is collected annually to be able to fund the 25-year maintenance activity including dredging sediment out of the multiple ponds at Gilchrist Estates.

Swallow - asked if this is a competitive process or has Gilchrist Estates already agreed to accept this or entered into an agreement with the City. Is there an alternative for the homeowner or once they buy into the development, they will have to abide by this?

Broeren said the Developer is responsible for the maintenance of the private stormwater system. They are contracting with the City to do that work. Because of that, there will be a deed restriction on every parcel that is sold within the Gilchrist Estates Subdivision that will

require each property owner to pay the fee assessed by the City for the maintenance of their private stormwater system.

Swallow asked if the fee begins when they buy the property or when the home is constructed. Broeren assumes it is whenever the property is purchased because at that point they start the earth moving and other things impacting the stormwater system.

Swallow asked if all four of the detention ponds are constructed. Platt said no, there is only one built currently. There are four ponds proposed. Data from the construction of first pond was used to calculate the proposed fee. Information for the other ponds was pulled from the preliminary plans. Once the other ponds are constructed the calculations can be verified to ensure the fee stays in line with maintenance requirements. There is a chance a new fee will need to be proposed.

Swallow asked about the tree planting that was listed on the summary and if it will dovetail with that of the Shade Tree Commission legislation. Broeren said the Shade Tree ordinance will be covered during the reviews of the subsequent phases. The City is working with the developer to go back on Phase I to fill in. A map of where the new trees will be is needed.

Platt added the tree planting mentioned on the summary is to cover management of the existing trees in the vicinity of the pond.

Drews asked about the collection methodology of collecting the fees, will it be through property taxes? Platt said collection through property taxes was looked at but it was determined that it must be collected through the City's Utility Office. There is an option to put a lien on a property for non-payment.

Drews asked about the mechanism or restrictions for revising the rate, are there any?

Broeren said the Engineering Department will make a recommendation to the Municipal Planning Commission, which will rule upon the recommendation at a public hearing.

Starr clarified the \$40 fee is above and beyond the \$6 ERU. The \$40 will go into a line account that can only be used for the maintenance of this private stormwater facility.

Swallow asked what ERU is. Dzik said Equivalent Residential Unit and briefly explained the stormwater utility fee paid by all property owners City-wide.

Dzik said this is an opportunity to make sure these private stormwater facilities are maintained. This ensures the residents of Mount Vernon aren't supplementing these new developments. The development could create an HOA and handle it themselves and hopefully do a great job. Or they can work with the City to incorporate it into an additional fee. The owners of the development could form an HOA and opt out of the utility fee to the City, while becoming solely responsible for the ponds.

Warga asked if the rate would be clearly written out so that there is no surprise to buyers at closing.

Brower (sworn in) - representing the developer, Schlabach Builders commented on how the lots are being restricted. A Declaration for Phase I has been recorded that basically lists restriction

for the entire phase. It references the Plat that has been recorded. The declaration has a specific provision regarding the stormwater management facilities. If Schlabach Builders opts in to turning the stormwater maintenance facilities over to the City, the lot owners are subject to the regulations and ordinances. By virtue of buying a lot that is subject to this declaration, they are saddled with the restrictions and rules on the stormwater management facility. From a closing perspective, it depends on the title company. The buyer will get some sort of title evidence, unless they are a cash buyer and opt out of a title search. The title search will show the declaration is of record. Many real estate agents seek out the declaration for their clients and make sure they understand it prior to contracting.

Platt added this is the first instance of the private stormwater facility being managed by the City. Once it becomes active with the billing office they will work to ensure the charges are clearly listed on the bills.

Broeren emphasized the City is not expected to do this gratis. There are administrative costs built into the fee.

There were no others in the audience to speak to the proposal. There were no communications submitted through the Development Services Manager.

Broeren added the City's Legal Department has worked very closely with the City's Engineering Department as well as outside counsel to draft the various rules that the Utility Commission has enacted.

Dzik made a motion to approve the stormwater management plan maintenance fund for Gilchrist Estates.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Richard Dzik, Member
SECONDER:	Julia Warga, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Eric Diehl

Gilchrest estates Private SMF Utility Fee.

\$40 per month

- 4 Detention Ponds to be acquired into the Private SMF Utility
- Inspection and Maintenance activities consist of:
 - Semiannual inspections
 - Annual inspection
 - Mowing
 - Annual erosion maintenance
 - Annual vegetation management
 - Tree planting
 - 10 year sediment removal for forebays
 - 25 year sediment removal for pond
- Cost estimates completed for the maintenance activities for each pond based on their size, attributes, and current costs.
- Then the future value of the estimates in a 25-year timeline have been calculated based on the average inflation rate of 3.2%. The complete cost in the 25-year timeline with annual inflation is then split amongst benefitted property owners (currently estimated at 170) to determine the monthly rate.
 - Another way to think of this rate model is that we are preparing for inflation upfront.
- As ponds are completed with their associated construction phases the estimates in this model will be updated to accurately reflect finalized pond sizes and attributes. These updates will be brought to the planning commission if they initiate a change in the estimated cost.