



Municipal Planning Commission  
Regular Meeting

Minutes

August 14, 2025  
4:00 PM

**VIDEO BROADCASTING/RECORDING**

The meeting videos are broadcast live and published on YouTube.com  
<https://www.youtube.com/@cityofmountvernon3369>

**CALL TO ORDER**

Attendee Name	Title	Status
Matthew T. Starr	Chairman	Present
Tanner Salyers	Safety Service Director	Present
Anne Ellsworth	Member	Present
Todd Hawkins	Member	Present
Austin Swallow	Member	Present
Eric Diehl	Alt. Member	Excused
Jason West	Alt. Member	Present

Others in attendance: City Engineer, Brian Ball; City Law Director, P. Rob. Broeren; City Inspector, Scott Zimmerman; City Property Maintenance Enforcement Officer, Brian Marvin; Mike Hillier; Kim Lemley; Linda Beck; Bob Beck; Susan Homan; Ronald Homan; Randy Canterberry; Don Carr; Dianne Tracey; Carly Tracey; Barb Harris; Paula White; Susan Delozier; Shelda Robertson; James Mahan; Greg Yashnyk; Mike Rednour; Carol Rednour; Gary Koester; Kelly Phillips; Bob Burelli; Zac DiMarco; Mel Severns; Jennifer Shoman; Chris Wallace

**MINUTES APPROVAL**

- Municipal Planning Commission - Regular Meeting - Jul 10, 2025 4:00 PM

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Austin Swallow, Member
<b>SECONDER:</b>	Tanner Salyers, Safety Service Director
<b>AYES:</b>	Starr, Salyers, Ellsworth, Hawkins, Swallow
<b>EXCUSED:</b>	Diehl

**MPC ITEMS**

- 2025-MPC-06 : Heartland Commerce Park Re-Plat #3

Marvin introduced the case.

DiMarco (sworn in), representing the Land Bank, explained the request to replat Heartland Commerce Park. This replat is to add two parking lots that are east of Sandusky Street. These were part of the last conveyance

of land from Cooper Cameron. At the time of the original plat, the Land Bank did not have ownership of these lots. They have been upgraded and improved to service the occupants and owners of Heartland Commerce Park. They are zoned PD, the same as the rest of the plat.

There were no questions presented.

Ball said the lots meet all standards and have upgraded ADA access along the sidewalks. There are no utilities involved, other than they do pay a stormwater fee.

Broeren didn't have any legal issues.

Salyers made a motion to accept the petition offered.

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Tanner Salyers, Safety Service Director
<b>SECONDER:</b>	Todd Hawkins, Member
<b>AYES:</b>	Starr, Salyers, Ellsworth, Hawkins, Swallow
<b>EXCUSED:</b>	Diehl

- 2025-MPC-07 : 18 E Vine ST - Condominiums

Marvin introduced the case.

DiMarco (sworn in) representing the Land Bank, explained the request to convert the former Mount Vernon News building at 18 E Vine Street to a condominium plat, dividing the building into 3 units. The bottom floor is an educational space used by the Naz. The top floor will be the Founders Food Hall space and office space. A condominium plat was prepared which sets forth the space for each unit, together with a declaration which will govern the establishment of the condominium. As an existing building, they are not aware of any parking issues. There is public parking available along the street and in the lots across the street. The Land Bank is very excited about this building and is seeking approval of this condominium plat.

There were no questions posed.

Ball said the building is being modified with new fire suppression and utilities. The storm drains were connected to the sanitary sewer and that is being corrected as part of the major reconstruction. He didn't cite any issues.

Broeren said he reviewed the covenants that were submitted and didn't see any legal issues. He is not aware of any zoning issues with the property.

Swallow made a motion to approve the request.

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Austin Swallow, Member
<b>SECONDER:</b>	Tanner Salyers, Safety Service Director
<b>AYES:</b>	Starr, Salyers, Ellsworth, Hawkins, Swallow
<b>EXCUSED:</b>	Diehl

- 2025-MPC-05 : Parcel #66-07961.000 - Pre-Application Meeting for Major Subdivision

Marvin introduced the case.

There was no one present at the beginning of the meeting to present the case. The case was delayed.

Marvin re-introduced the case. Starr reminded the audience that this is a preapplication meeting and that public comment is not being accepted. No decisions will be made.

Wallace (sworn in) legal counsel for the developer, said the site engineer was not able to attend. Starr explained Public Meetings do not allow participation via electronic means, only in person. Development plans

have been submitted for the R-1 parcel. The plan is to build 101 single family residences. Phase 1 would build lots 1-72 and phase 2 would build lots 73-101.

Broeren noted the presentation is not up for approval today. This is a required meeting between the property owner and developer and the Municipal Planning Commission to gather comments prior to being submitted for approval.

Swallow asked if there is only 1 entrance and exit being proposed. Wallace said it is currently designed with only 1 entrance and exit to the development.

Swallow asked if the developer will be responsible for any road improvements within the development. Wallace said they have talked with Sam Filkins (ADF) and have been put in touch with the City's legal counsel to talk about a possible TIF and NCA to fund some of the road work and infrastructure improvements needed for the site. They anticipate pursuing some of those available incentives to fund some of the infrastructure improvements necessary for the site.

Swallow noted the lot sizes are permissible within the R-1 zoning. He asked about the anticipated house sizes that they are thinking about building. Wallace said he believes they are in the neighborhood of 1,500 to 2,000 square feet homes. The developer would be able to answer that later. Swallow asked if the homes would be owner occupied or rentals. Wallace said they are to be owner occupied.

Salyers said questions have come in from the public and they have been organized by who is responsible and ranked by the number of times they were asked. Salyers asked if this will be HUD housing, to which Wallace said it is not. There is no anticipation of pursuing HUD funding. Salyers asked if the homes will be stick-built, modular, or pre-fab manufactured trailers, noting Zoning regulates part of this. Wallace said they plan to build stick-built homes. There are no particular designs in mind. There has been some communication with some local builders. Swallow asked if the housing quality will match the surrounding neighborhoods. Wallace said yes, we have every intent to do that.

Swallow asked about the anticipated price point. Wallace said that is best for Clint to respond. He thought \$300,000 to \$350,000 to \$400,000 was where they were at.

Salyers asked how this project would ensure that it doesn't lower surrounding property values. Wallace said, as stated, they have every intent in partnering with a local builder to build quality homes that will enhance the quality of the neighborhood and do nothing to detract from the quality of the neighborhood and surrounding home values.

Swallow asked if a traffic impact study been completed for the east side of Mount Vernon including this and other developments. Ball asked Wallace if his team did a traffic study. Wallace said he couldn't remember. Ball said they may have done some traffic counts. Ball said, in he believed 2018, Carpenter Marty conducted a pass-through study. ODOT does regular counts on State Route 768/Vernonview Drive. Knowing the density and probability of travel, we would solve out what the incremental increase in traffic would be.

Salyers said a one way in to a 101-unit development is not acceptable. Starr added, it does not match the City's transportation plan. He went on to say we will need to find ways to connect to Coshocton Avenue and to the east where it will connect with the other development that is being built with expectations that it will connect to alleviate in both directions. Salyers went on to explain service and safety access needs for the community.

Swallow asked how congestion at Coshocton, Beech Street and Kroger's be addressed. Ball said the Mayor has the authority to have a transportation plan. There is a transportation plan, that has not been taken to Council, developed by the previous Mayor. It is not new. The people who sold the property had a copy of it, the purchaser had a property of it. It requires a minimum of 3 exits from this site. One exit is not acceptable. Schlabach's phase 3 has a rear exit that would connect to the future connector road that will go from Upper Gilchrist Road to State Route 768 and connect to US 36.

Salyers said there was a question submitted asking why a zoning change is being considered from R-1 despite resident opposition. He said it is not; the zoning is staying R-1. The plan proposed is compliant with R-1. There are other components that need to be considered such as transportation, safety, and stormwater. The lot size and building materials meet R-1 regulations.

Broeren said there are other parts of the zoning code that this impacts that have not been taken into account. As mentioned before, there are specific screening requirements, which this plan doesn't address at all.

Starr said it looks like a lot of trees will be removed for this plan. Before coming back to the Municipal Planning Commission, the Shade Tree and Beautification Commission will need to sign off on the tree

replacement schedule that will be needed, along with a tree inventory.

Swallow asked if the plan aligns with zoning code 1105.01 on density and congestion. Salyers said he cannot see how it doesn't align. Broeren said it clearly meets with the density and lot size, to the limit. He went on to say there are other parts of the zoning code that is likely does not comply with that they will have to bring into compliance with prior to any successful approval by this Board, and then further by Council.

Salyers posed another question, does the City have the capacity to provide water and sewer, to which he said yes, they do. Capacity to provide electric and gas, to which Salyers said the City does not provide electric and gas. Stormwater service: Ball said the site is currently served by the City stormwater system. It will continue to be. As is told to every other developer, the City does not accept variances, all City and EPA rules have to be followed. The Center Run watershed is at capacity. You can't discharge water above the rules. The retention/detention requirements will have to be met, which is possible. On some sites, they are seeing improvement post construction versus a cornfield.

Starr asked if there would be an HOA. Wallace didn't think there was any discussion of an HOA at this time.

Hawkins asked who would be responsible for the green space and ponds. Broeren said this development will require a private stormwater system. He asked Wallace what plans the developer has for the maintenance and upkeep of that. Wallace said that would best be answered by the site engineer. Ball advised him to look up 920.24.

Salyers asked if the development would include parks, trails, and green space. Wallace said yes, as it is currently drawn, there is some open green space planned along with tree lined streets. Starr noted sidewalks are indicated.

Salyers asked if the streets and sidewalks would be public or private. Wallace said public.

Salyers asked if the project would be built in phases or all at once. Wallace said he believes it will be built in 2 phases as indicated - lots 1-72 in phase 1, then lots 73-101 in phase 2.

Ball noted 2 stormwater ponds in phase 1 and 1 stormwater pond in phase 2, while a different drawing showed a different number of ponds. Wallace said the latest version has 3 ponds.

Starr asked about the expected population of school age children. Wallace said they anticipate with 101 homes, somewhere in the neighborhood of 1.5 - 2 children per residence.

Swallow asked if this is projected to be multi-generational housing, or senior housing, or starter housing. Wallace views it as starter homes.

Swallow said he assumes the cost of the site work, sidewalks, and green space will be covered by the Developer. Wallace said that is correct.

Starr asked how this project will be different from this developer's project in Crestline. Wallace said he was not involved with that project. Clint would be able to speak more to that issue.

Ball asked if the Commission had any comments on the street names. Broeren said depending on how the connections are made to other roads, those existing roads may dictate the naming.

Starr said there is a critical user in the area that has been begging for another mode of egress from their business.

Ellsworth questioned the difference in drawings submitted, one showing 2 ponds and green space whereas the other drawing shows 3 ponds and no green space. The iteration with 2 ponds and green space was replaced with the version with 3 ponds. The green space was moved from between the lots separated by the phase line to the south side property line and noted as open space.

Salyers posed two additional questions, who will pay for necessary utility upgrades and how will police, fire, EMS, and KCH handle increased demand. Salyers said while KCH is their own entity, the City is in constant contact with their leadership to keep them aware of development, in addition to Knox Public Health. Police, fire, and EMS departments have been growing as needed to meet the demands of the service area. With regard to utility upgrades, growth pays for growth. A TIF and NCA are tools for funding the growth and not burdening the taxpayer. Salyers went on to say, a private stormwater utility will be required if there isn't going to be an HOA. Exercising these tools keeps the cost of housing down and it does not put a burden on the existing tax base.

Salyers said a question was posed about the delay of Intel and if there is still an urgency to build now. Every recent development has had demand for housing before it is completed. Wallace said this development does not depend on Intel. Central Ohio is still behind on housing starts. There is still a tremendous demand for housing in Central Ohio and is expected to continue with or without Intel.

Salyers mentioned housing prices are driven by supply and demand, urging everyone to keep that in mind when starter homes are \$400,000.

Ellsworth asked if the lots would be sold with or without a house built on it first. Wallace said the plan is to sell the lots to the builder and likely not to the home owner.

Starr recapped items that need to be addressed: trees, stormwater, stormwater assessment, transportation plan, screening.

Ball asked, what is the next step. Starr said once those outlined items are corrected the application for a major subdivision will be presented to the MPC during a public hearing which will include public comment. Clarification is needed whether the MPC will provide a recommendation to City Council or the MPC has final approval.

Wallace said his team would work with the engineer to address those concerns and questions.

**ADJOURN**

- Adjourn Motion

Salyers made a motion to adjourn the meeting, Ellsworth seconded and the meeting was adjourned at 4:54 PM

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Tanner Salyers, Safety Service Director
<b>SECONDER:</b>	Anne Ellsworth, Member
<b>AYES:</b>	Starr, Salyers, Ellsworth, Hawkins, Swallow
<b>EXCUSED:</b>	Diehl



**Municipal Planning Commission** Meeting: 08/14/25 4:00 PM  
**40 Public Square** Dept: **Municipal Planning Commission**  
**Mount Vernon, OH 43050**

**SCHEDULED**

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

**MPC ITEM (ID # 4272)**

**DOC ID: 4272**

**2025-MPC-06 : HEARTLAND COMMERCE PARK RE-PLAT #3**

Per Codified Ordinance Chapter 1103 a request for revision, number 3, to the Heartland Commerce Park Plat, has been submitted for review by the Municipal Planning Commission.

Description of Request: The request seeks to add 2 parcels: 66-01259.000 and 66-01264.000 to the plat of Heartland Commerce Park, making this the 3rd version of the plat.

**COMMENTS - Current Meeting:**

Marvin introduced the case.

DiMarco (sworn in), representing the Land Bank, explained the request to replat Heartland Commerce Park. This replat is to add two parking lots that are east of Sandusky Street. These were part of the last conveyance of land from Cooper Cameron. At the time of the original plat, the Land Bank did not have ownership of these lots. They have been upgraded and improved to service the occupants and owners of Heartland Commerce Park. They are zoned PD, the same as the rest of the plat.

There were no questions presented.

Ball said the lots meet all standards and have upgraded ADA access along the sidewalks. There are no utilities involved, other than they do pay a stormwater fee.

Broeren didn't have any legal issues.

Salyers made a motion to accept the petition offered.

**RESULT:**        **ACCEPTED [UNANIMOUS]**  
**MOVER:**        Tanner Salyers, Safety Service Director  
**SECONDER:**    Todd Hawkins, Member  
**AYES:**         Starr, Salyers, Ellsworth, Hawkins, Swallow  
**EXCUSED:**     Eric Diehl

# CRITCHFIELD

Attorneys at Law

July 31, 2025

City of Mount Vernon  
Municipal Planning Commission  
Attn: Lacie Blankenhorn  
40 Public Square  
Mount Vernon, OH 43050

RE: Third Amendment to Plat of Heartland Commerce Park  
Heartland Commerce Park #3

Dear Municipal Planning Commission:

The Knox County Land Reutilization Corporation (the "Land Bank") desires to amend the Plat of Heartland Commerce Park #2 as is currently Recorded in Plat Book C, Page 237. As you know, the land within the Heartland Commerce Park was rezoned by the City to Planned Commercial Development District in 2022. Thereafter, the City approved the Plat of Heartland Commerce Park as presented by the Land Bank for approval.

This requested amendment involves the addition of two parcels which are improved as parking lots, being Knox County Parcel Numbers 66-01259.000 and 66-01264.000. Both lots are currently owned by the Land Bank. The Land Bank desires to add these lots to the Heartland Commerce Park Plat to provide additional parking for its users.

The Land Bank received approval of its comprehensive development plan for Heartland Commerce Park by the Municipal Planning Commission prior to filing its original plat in 2022. This Plat amendment involves minor additions of land for the purposes of meeting parking demands as new users and owners of land within the Park come to town.

The Land Bank seeks the Municipal Planning Commission's approval of this amended plat known as Heartland Commerce Park #3 to allow the Land Bank to continue its development of Heartland Commerce Park in accordance with the comprehensive development plan approved by the Municipal Planning Commission to deliver a multi-user commercial, manufacturing, and industrial campus for the benefit of the community. Said modifications to the Plat are minor and do not increase the

Zachary H. DiMarco  
dimarco@ccj.com

10 S. Gay Street  
Mount Vernon, OH 43050

P: 740.397.4040  
F: 740.397.6775

overall density of the site or change the essential character of the approved plan in accordance with §1185.04.

Submitted with this application you will find:

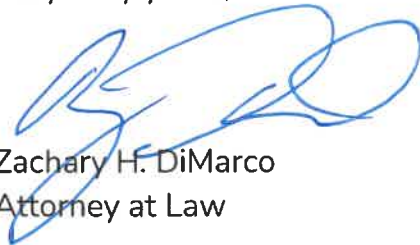
1. One original amended Plat with the signatures of Samuel Filkins, President of the Land Bank, Zach Green, Knox County Health Commissioner;
2. Emailed PDF of the amended Plat to [dsm@mountvernonohio.org](mailto:dsm@mountvernonohio.org);

The plat has been reviewed and approved by Justin Smith at the Knox County Tax Map Office. Justin has withheld his stamp until the City approves the amendment.

Upon notice of the amount due, I will immediately deliver a check to the City of Mount Vernon for the application fee.

The Land Bank appreciates your time and consideration of the submitted materials for approval the Heartland Commerce Park #3 Plat.

Very truly yours,



Zachary H. DiMarco  
Attorney at Law

cc: Knox County Land Reutilization Corporation

NOTE: SIGN ONLY IN **BLACK** INK. PRINT NAME BELOW ALL SIGNATURES.

Know all men by these presents that We the undersigned Owners of the land shown on this plat have caused the same to be surveyed and platted as shown and do hereby acknowledge the same to be our own free act and deed.

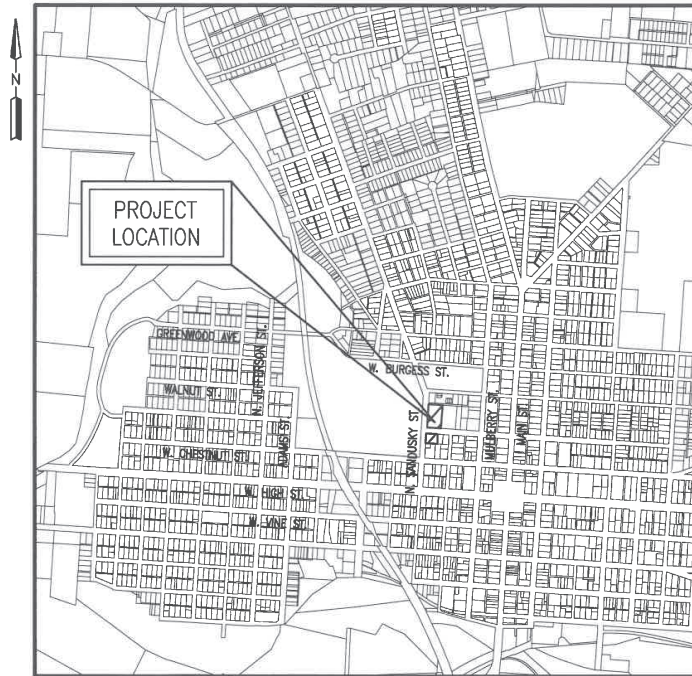
Witness our hands this 26th day of June, 2025.  
 OWNERS: KNOX COUNTY LAND REUTILIZATION CORPORATION

Sign: [Signature]  
 Print: Samuel Filkins  
 Title: President

# HEARTLAND COMMERCE PARK #3 PLANNED COMMUNITY PROPERTY #3

BEING A REPLATTING AND RENUMBERING OF \*UNPLATTED LANDS  
 SITUATED IN THE CITY OF MOUNT VERNON, T-6N; R-13W, UNITED  
 STATES MILITARY LANDS, COUNTY OF KNOX, STATE OF OHIO

\*Lots 514, 523, 524, and 533, Banning Addition



LOCATION MAP

LOT 29 = 0.313 AC.  
 LOT 30 = 0.937 AC.  
 TOTAL SITE AREA = 1.250 AC.

COMMON AREA = 1.250 AC.

Owner Address  
 KNOX COUNTY LAND REUTILIZATION  
 CORPORATION  
 PO BOX 29  
 MOUNT VERNON, OH 43050

STATE OF Ohio SS:  
 COUNTY OF Knox

Before me, a Notary Public, in and for said county and state, personally appeared the above named Owners, who acknowledged that they did sign the foregoing plat and that the same was their own free act and deed.

this 26th day of June, 2025.



ZACHARY H. DIMARCO  
 ATTORNEY AT LAW  
 NOTARY PUBLIC, STATE OF OHIO  
 My commission has no expiration date.  
 Section 147.03 R.C.

[Signature]  
 Notary Public

N/A  
 My Commission Expires

Approved:  
 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
 \_\_\_\_\_  
 Mount Vernon City Engineer

Approved:  
 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
 \_\_\_\_\_  
 Mount Vernon Planning Commission

Approved:  
 this 26th day of June, 2025.  
[Signature]  
 Knox County Health Commissioner

Approved for Recording:  
 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
 \_\_\_\_\_  
 Knox County Map Office

Transferred:  
 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
 \_\_\_\_\_  
 Knox County Auditor's Office

Filed for Record:  
 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
 # \_\_\_ @ \_\_\_ in Vol. \_\_\_\_\_, Pg. \_\_\_\_\_  
 \_\_\_\_\_  
 Knox County Recorder's Office

Distances shown hereon are expressed in feet and decimal parts thereof, bearings are used to express angles only, iron pins or monuments were found or set as indicated hereon. All of which I believe to be correct to the best of my knowledge.

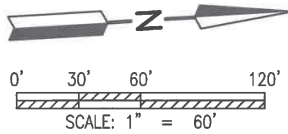
By: [Signature] 6-24-25  
 Mark E. Purdy, P.S. #7307 Date



**SHAFFER, JOHNSTON, LICHTENWAL & ASSOCIATES, INC.**  
 Consulting Engineers & Surveyors  
 3477 Commerce Parkway, Suite C  
 Wooster, Ohio 44691  
 TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.cc

DRAWN C. Fabb	CHECKED	1" SCALE = 60'	DATE 06/24/2025
DWG NO: SW-59560-BASE		JOB NO: SW-59560	
			SHEET 1 (

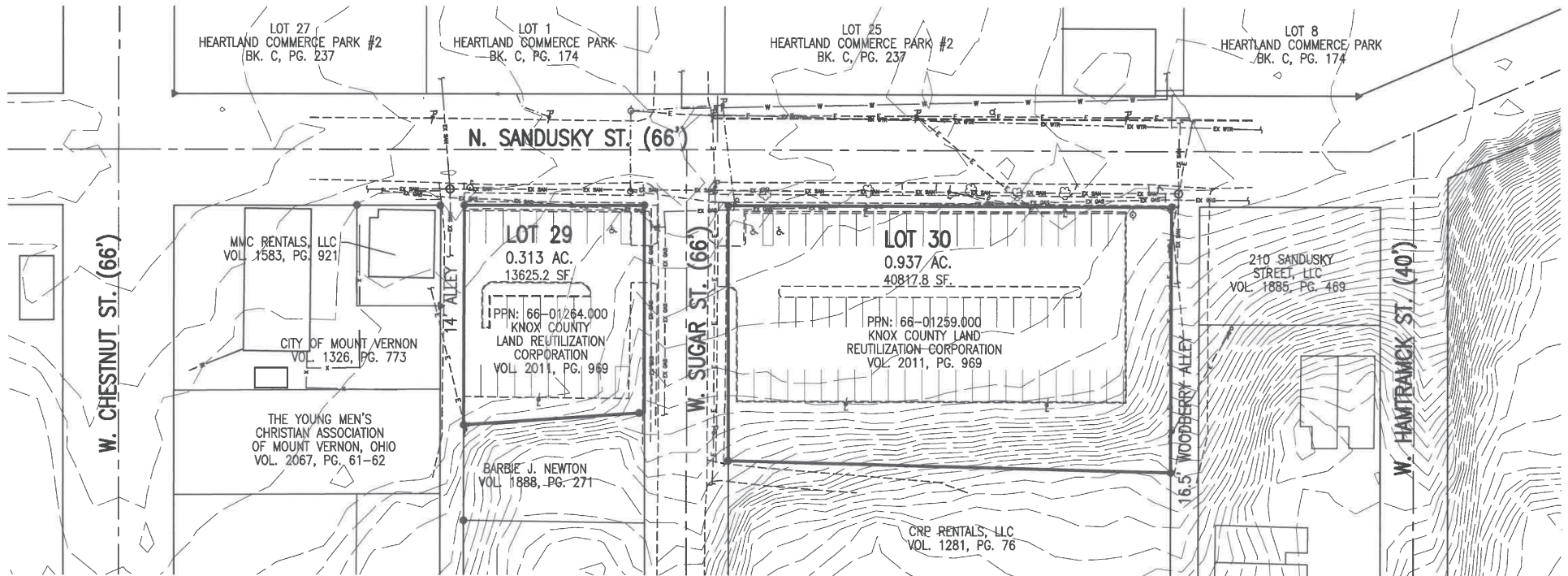
Attachment: HCP Plat 3 (4272 : 2025-Mpc-06)



- ▲ MAG NAIL FD.
- 1" PIPE FD. UNLESS NOTED

## HEARTLAND COMMERCE PARK #3 PLANNED COMMUNITY PROPERTY #3

BEING A REPLATTING AND RENUMBERING OF LOTS 514, 523, 524 & 533 IN BANNING'S ADDITION & PART UNPLATTED LANDS SITUATED IN THE CITY OF MOUNT VERNON, T-6N; R-13W, UNITED STATES MILITARY LANDS, COUNTY OF KNOX, STATE OF OHIO



REFERENCE SURVEY:  
'H'-4, 'O'-445, 'T'-150, 'T'-161,  
BK 'C' PG. 174, BK 'C' PG. 237

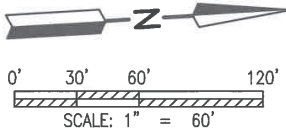
BASIS OF BEARING:  
The bearings as shown hereon are  
relative to GRID NORTH of  
the OHIO STATE PLANE COORDINATE  
SYSTEM, NAD 83 DATUM

- |     |                  |   |             |   |                  |
|-----|------------------|---|-------------|---|------------------|
| --- | EX. SANITARY     | ○ | MANHOLE     | - | SIGN             |
| --- | EX. WATER        | ● | WATER VALVE | ⊕ | HYDRANT          |
| --- | EX. FIRE LINE    | ⊕ | LIGHT POLE  | ⊕ | UTILITY POLE     |
| --- | EX. GAS LINE     | ⊕ | POWER POLE  | ⊕ | POWER/TELE. POLE |
| --- | EX. UTILITY LINE |   |             | ⊕ | DECIDUOUS TREE   |
| --- | EX. ELEC. LINE   |   |             |   |                  |
| --- | EX. FENCE        |   |             |   |                  |

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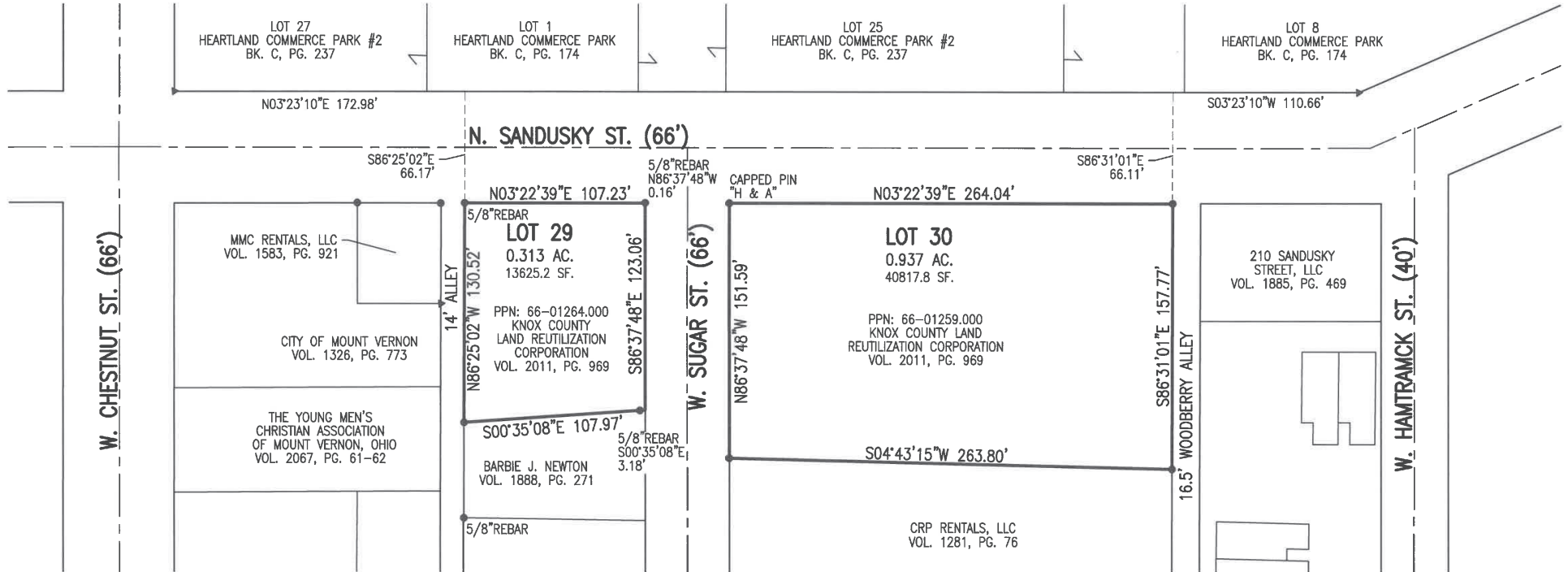
DRAWN C. Feb	CHECKED	1" SCALE = 100'	DATE 06/30/20
DWG NO: SW-59560-BASE		JOB NO: SW-5956B	
			SHEET 2

Attachment: HCP Plat 3 (4272 : 2025-Mpc-06)



## HEARTLAND COMMERCE PARK #3 PLANNED COMMUNITY PROPERTY #3

BEING A REPLATTING AND RENUMBERING OF LOTS 514, 523, 524 &  
533 IN BANNING'S ADDITION & PART UNPLATTED LANDS SITUATED IN  
THE CITY OF MOUNT VERNON, T-6N; R-13W, UNITED STATES  
MILITARY LANDS, COUNTY OF KNOX, STATE OF OHIO



- ▲ MAG NAIL FD.
- 1" PIPE FD. UNLESS NOTED

REFERENCE SURVEY:  
'H'-4, 'O'-445, 'T'-150, 'T'-161,  
BK 'C' PG. 174, BK 'C' PG. 237

BASIS OF BEARING:  
The bearings as shown hereon are  
relative to GRID NORTH of  
the OHIO STATE PLANE COORDINATE  
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3477 Commerce Parkway, Suite C  
Wooster, Ohio 44691  
TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com

DRAWN C. Folt	CHECKED	SCALE 1" = 100'	DATE 06/30/20
DWG NO: SW-59560-BASE		JOB NO: SW-5956B	
			SHEET 3

Attachment: HCP Plat 3 (4272 : 2025-Mpc-06)



**Municipal Planning Commission** Meeting: 08/14/25 4:00 PM  
**40 Public Square** Dept: **Municipal Planning Commission**  
**Mount Vernon, OH 43050**

SCHEDULED

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

**MPC ITEM (ID # 4273)**

**DOC ID: 4273**

**2025-MPC-07 : 18 E VINE ST - CONDOMINIUMS**

Per Codified Ordinance § 1114.08(j) a request to plat condominiums has been submitted for review by the Municipal Planning Commission.

**COMMENTS - Current Meeting:**

Marvin introduced the case.

DiMarco (sworn in) representing the Land Bank, explained the request to convert the former Mount Vernon News building at 18 E Vine Street to a condominium plat, dividing the building into 3 units. The bottom floor is an educational space used by the Naz. The top floor will be the Founders Food Hall space and office space. A condominium plat was prepared which sets forth the space for each unit, together with a declaration which will govern the establishment of the condominium. As an existing building, they are not aware of any parking issues. There is public parking available along the street and in the lots across the street. The Land Bank is very excited about this building and is seeking approval of this condominium plat.

There were no questions posed.

Ball said the building is being modified with new fire suppression and utilities. The storm drains were connected to the sanitary sewer and that is being corrected as part of the major reconstruction. He didn't cite any issues.

Broeren said he reviewed the covenants that were submitted and didn't see any legal issues. He is not aware of any zoning issues with the property.

Swallow made a motion to approve the request.

**RESULT:**        **ACCEPTED [UNANIMOUS]**  
**MOVER:**        Austin Swallow, Member  
**SECONDER:**    Tanner Salyers, Safety Service Director  
**AYES:**         Starr, Salyers, Ellsworth, Hawkins, Swallow  
**EXCUSED:**     Eric Diehl

---

# CRITCHFIELD

Attorneys at Law

July 31, 2025

City of Mount Vernon  
Attn: Lacie Blankenhorn  
40 Public Square  
Mount Vernon, OH 43050

RE: Request to Establish 18 Vine Condominiums

Dear Ms. Blankenhorn:

As you know, my firm represents The Knox County Land Reutilization Corporation (the "Land Bank"). The Land Bank has authorized me to file this request to establish 18 Vine Condominiums on their behalf. The Land Bank desires to create and establish 18 Vine Condominiums for an existing building at 18 E. Vine Street, Mount Vernon, Ohio 43050, known as the former Mount Vernon News Building.

The Land Bank has made a substantial investment in modernizing and improving the aging and vacant building at 18 E. Vine Street. The renovations and improvements will include 3 commercial tenant spaces containing office space and Founders Food Hall on the upper level and an educational space for Mount Vernon Nazarene University on the lower level. The investment made in downtown Mount Vernon to bring jobs and people to the central business district is substantial.

The Plat for 18 Vine Condominiums and drawings have been reviewing by Justin Smith and the Knox County Tax Map Office and is subject to final approval upon approval by the Municipal Planning Commission. A declaration has also been prepared and is submitted with this application.

Upon notice of the amount due, I will immediately deliver a check to the City of Mount Vernon for the application fee.

Zachary H. DiMarco  
dimarco@ccj.com

10 S. Gay Street  
Mount Vernon, OH 43050

P: 740.397.4040  
F: 740.397.6775

---

Critchfield, Critchfield & Johnston, Ltd. | [www.ccj.com](http://www.ccj.com)

The Land Bank appreciates your time and consideration of the submitted materials for approval of the 18 Vine Condominiums Plat.

Very truly yours,



Zachary H. DiMarco  
Attorney at Law

cc: Knox County Land Reutilization Corporation

Attachment: Cover Letter - 7.31.25 (4273 : 2025-Mpc-07)

DAVID R. MILLS, PS  
SURVEYOR #7157

AMY BERNICKEN, PS  
SURVEYOR #8571

**TRACY & MILLS, SURVEYORS**

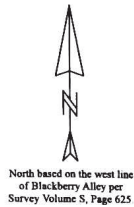
5 Harrison Avenue - P.O. Box 642  
Mount Vernon, Ohio 43050  
Tel.: 740-397-8324  
info@tracyandmills.com

FLOYD W. BARNES, PS  
1921-2018

THOMAS M. TRACY, PS  
1941-2002

**CONDOMINIUM PLAT OF  
18 VINE CONDOMINIUMS**

All of Lots 79 & 80 of the  
Original Plat of Mount Vernon,  
City of Mount Vernon, U.S.M.L.,  
Knox County, Ohio



**LOCATION MAP**  
SCALE: 1" = 1000'

City Planning Commission:

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

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Transferred:

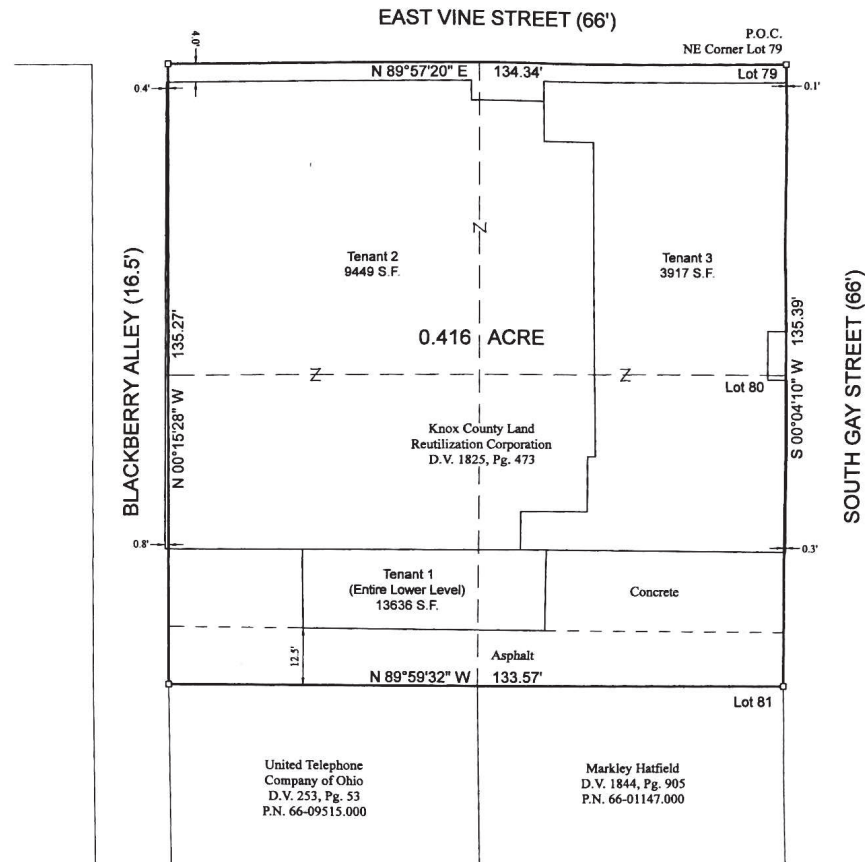
This condominium plat has been transferred  
This \_\_\_ day of \_\_\_\_\_, 20\_\_\_,

Knox County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Recorded:

This condominium plat was received for recording  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_:\_\_\_ am / pm and  
recorded this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_:\_\_\_ am / pm.  
Plat Cabinet \_\_\_, Slot \_\_\_  
Declarations recorded in Deed Volume \_\_\_, Page \_\_\_.

Knox County Recorder \_\_\_\_\_ Date \_\_\_\_\_



PARCEL # 66-05075.000  
66-05076.000  
66-05077.000

Date: July 28, 2025

Scale: 1" = 20'



Magnail Set

Reference Documents:

- Survey Volume U, Page 93
- Survey Volume S, Page 625
- Survey Volume T, Page 48
- Survey Volume R, Page 764
- Survey Volume R, Page 769

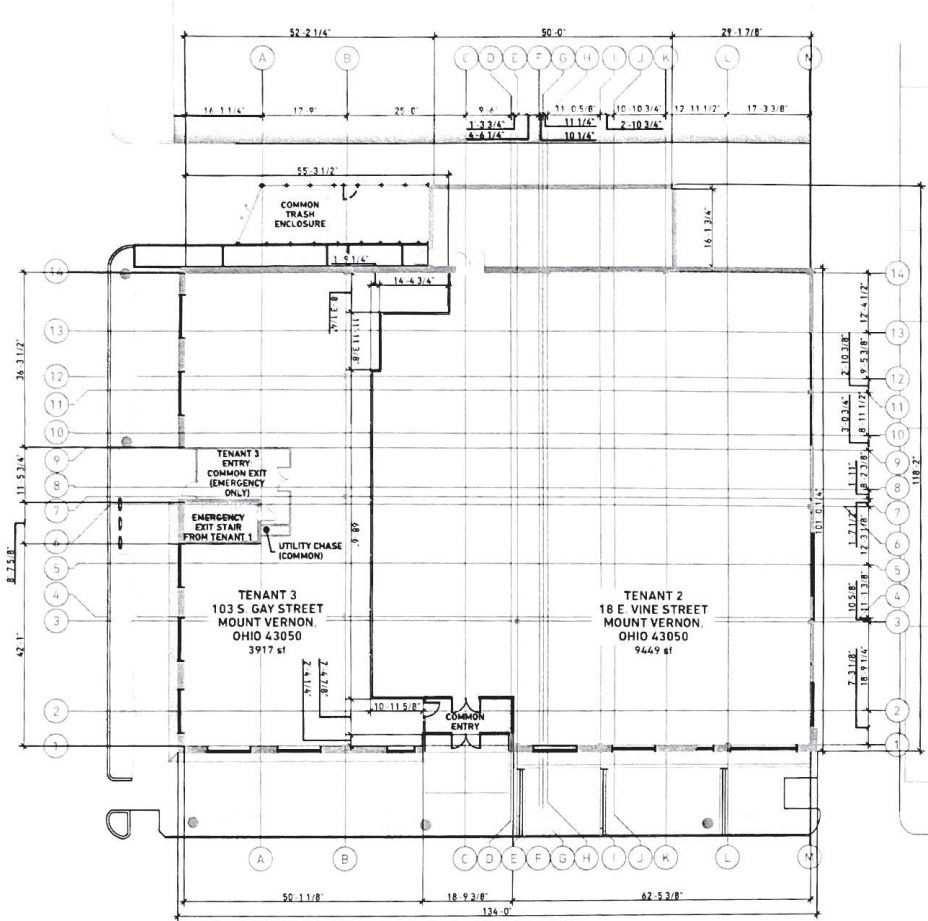
**CERTIFICATION:**

We hereby certify that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code.

*[Signature]*  
Amy Bernicken, Surveyor No. 8571

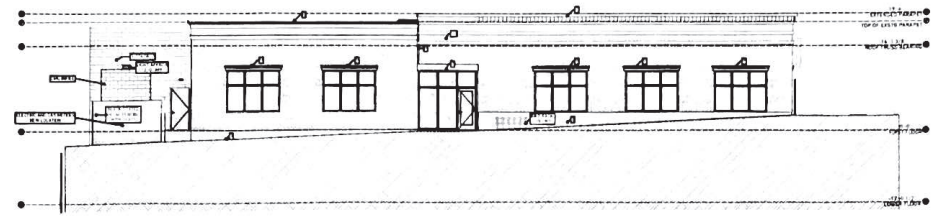


Attachment: 18 Vine Condominiums - Plat (4273 : 2025-Mpc-07)

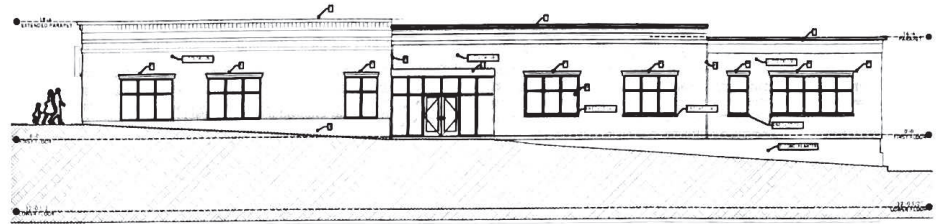


**FIRST FLOOR PLAN**  
SCALE 1" = 20'  
N

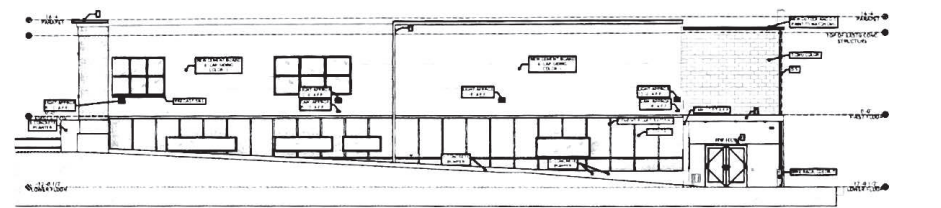
**INTERIOR SQUARE FOOTAGES**  
 TENANT 1 = 13,636 SF  
 TENANT 2 = 9,449 SF  
 TENANT 3 = 3,917 SF  
 COMMON AREA = 434 SF



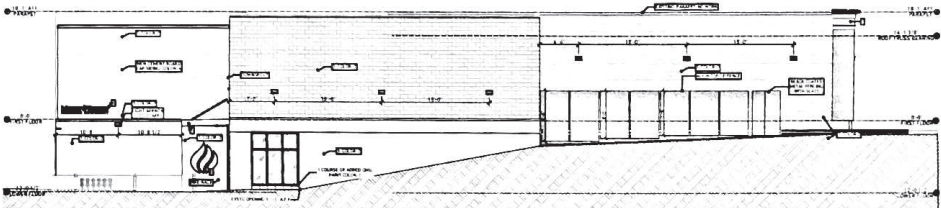
**EAST ELEVATION**



**NORTH ELEVATION**



**WEST ELEVATION**



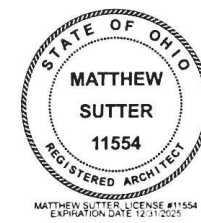
**SOUTH ELEVATION**

Attachment: 18 Vine Condominiums - Plat (4273 : 2025-Mpc-07)

18 VINE CONDOMINIUM ASSOCIATION  
**18 VINE CONDOMINIUMS**  
 18 E. VINE STREET  
 MOUNT VERNON, OHIO, 43050

FIRST FLOOR PLAT PLAN  
 7/24/2025

*Matthew Sutter*  
 7-29-2025





**DECLARATION AND BYLAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
18 VINE CONDOMINIUMS**

**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:** \_\_\_\_\_

**Sarah Thorne, Knox County Auditor**

**By:** \_\_\_\_\_

This instrument was prepared by:  
Zachary DiMarco, Attorney-at-Law  
Critchfield, Critchfield & Johnston, Ltd.  
10 S. Gay Street, PO Box 469  
Mount Vernon, OH 43050  
Telephone: (740) 397-4040  
Email: dimarco@ccj.com

**Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)**

DECLARATION INDEX

ITEM	PAGE
ARTICLE I - DEFINITIONS .....	1
ARTICLE II - THE LAND .....	3
ARTICLE III - NAME.....	3
ARTICLE IV - PURPOSES; RESTRICTIONS .....	3
Section 1. Purposes .....	3
Section 2. Restrictions .....	4
(a) Unit Uses.....	4
(b) Common Elements Uses.....	4
(c) Limited Common Elements Uses .....	4
(d) Visible Areas/Signage.....	5
(e) Nuisances .....	5
(f) Renting and Leasing .....	5
(g) Structural Integrity .....	5
(h) Conveyances .....	5
(i) Discrimination.....	6
(j) Architectural Control .....	6
(k) Arbitration.....	6
(l) Rules and Regulations.....	6
ARTICLE V - IMPROVEMENT DESCRIPTIONS.....	7
Section 1. Commercial-Use Buildings.....	7
Section 2. Other Improvements .....	7
ARTICLE VI - UNITS .....	7
Section 1. Unit Designations, Size and Location.....	7
Section 2. Composition of Units.....	7
Section 3. Relocation of Boundaries of Units and Limited Common Elements. ....	8
ARTICLE VII – COMMON AND LIMITED COMMON ELEMENTS .....	10
Section 1. Common Elements – Description .....	10
Section 2. Limited Common Elements – Description .....	10
Section 3. Undivided Interests .....	10
Section 4. Limited Common Elements - Reallocation .....	10
ARTICLE VIII – UNIT OWNERS' ASSOCIATION.....	11

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

Section 1. Establishment of Association..... 11

Section 2. Membership ..... 11

Section 3. Voting Rights..... 11

Section 4. Board of Directors ..... 11

Section 5. Authority ..... 11

Section 6. Procedures for Enforcement of Violations. .... 13

Section 7. Delegation of Authority; Professional Management ..... 14

ARTICLE IX - AGENT FOR SERVICE ..... 15

ARTICLE X - MAINTENANCE AND REPAIR ..... 15

    Section 1. Association Responsibility ..... 15

    Section 2. Individual Responsibility. .... 15

ARTICLE XI - UTILITY SERVICES..... 16

ARTICLE XII - INSURANCE; LOSSES; BONDS ..... 16

    Section 1. Fire and Extended Coverage Insurance ..... 16

    Section 2. Liability Insurance ..... 18

    Section 3. Fidelity Coverage..... 18

    Section 4. Other Association Insurance ..... 19

    Section 5. Insurance Representative; Power of Attorney ..... 19

    Section 6. Unit Owner's Insurance..... 19

    Section 7. Sufficient Insurance ..... 20

    Section 8. Insufficient Insurance ..... 20

    Section 9. Compliance With Institutional Requirements..... 20

ARTICLE XIII - RESTORATION OF DAMAGE OR DESTRUCTION ..... 20

    Section 1. Obligation to Restore ..... 21

    Section 2. Election Not to Restore..... 21

ARTICLE XIV - CONDEMNATION..... 22

    Section 1. Standing ..... 22

    Section 2. Use of Proceeds ..... 23

    Section 3. Power of Attorney..... 23

    Section 4. Rights of First Mortgagees ..... 24

ARTICLE XV - GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS..... 24

    Section 1. Easements of Enjoyment; Limitations..... 24

    Section 2. Right of Entry for Repair, Maintenance and Restoration ..... 24

    Section 3. Easements for Encroachments ..... 24

Section 4. Easement for Support..... 24

Section 5. Easements for Utilities and Operation of the Condominium Property ..... 24

Section 6. Easements for Services ..... 25

Section 7. Power of Attorney..... 25

Section 8. Easements Reserved to Declarant..... 25

Section 9. General..... 25

ARTICLE XVI - ASSESSMENTS AND ASSESSMENT LIENS ..... 25

    Section 1. Types of Assessments ..... 25

    Section 2. Purpose of Assessments..... 26

    Section 3. Elements; Apportionment; Due Dates ..... 26

    Section 4. Effective Date of Assessment ..... 29

    Section 5. Effect of Nonpayment of Assessments; Remedies of the Association ..... 29

    Section 6. Subordination of the Lien to First Mortgages..... 31

    Section 7. Certificate Regarding Assessments ..... 31

    Section 8. Declarant's Obligations ..... 31

ARTICLE XVII - NOTICES TO LENDING INSTITUTIONS..... 31

ARTICLE XVIII - AMENDMENTS AND CERTAIN ACTIONS ..... 31

    Section 1. Amendments Requiring 66% of Owners ..... 31

    Section 6. Amendments Not Requiring Consent of Owners ..... 33

    Section 7. Method to Amend ..... 34

ARTICLE XIX - CONDOMINIUM INSTRUMENT REQUIREMENTS ..... 34

    Section 1. General..... 34

    Section 2. Association Control ..... 35

    Section 3. Limited Warranty..... 35

    Section 4. Declarant's Obligations ..... 35

ARTICLE XX - GENERAL PROVISIONS ..... 35

    Section 1. Condominium Instruments ..... 35

    Section 2. Covenants Running with the Land..... 35

    Section 3. Enforcement; Arbitration of Certain Disputes..... 35

    Section 4. Severability ..... 36

    Section 5. Gender and Grammar..... 36

    Section 6. Captions ..... 36

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

## DECLARATION OF CONDOMINIUM OWNERSHIP

This is the Declaration of Condominium Ownership made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

WHEREAS, the Knox County Land Reutilization Corporation, an Ohio non-profit corporation, is the Owner in fee simple of real estate.

WHEREAS, the Knox County Land Reutilization Corporation or its successor shall be considered the Developer;

WHEREAS, it is the desire of the Developer and Owner to create on this property a site of individually owned commercial Units and commonly owned areas and facilities and to these ends, to submit the entire 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 context requires otherwise:

"Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating "**18 Vine Condominiums Association**" 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.

"Association," and "18 Vine Condominiums Association," mean 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.

"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.

"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.

"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.

"Condominium" and "18 Vine Condominiums" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

"Condominium Act" means the statutory law of Ohio regulating the creation and operation of condominiums, and is currently contained in Chapter 5311 of the Revised Code of Ohio.

"Condominium Instruments" mean this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, 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.

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

"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.

"Convertible Unit" means a Unit which may be converted into one or more Units and Common Elements, including Limited Common Elements, pursuant to Section 5311.033 of the Ohio Revised Code. The Units are hereby designated as Convertible Units.

"Declarant" and "Developer" means Knox County Land Reutilization Corporation, and its successors and assigns, 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.

"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.

"Director" and "Directors" mean that person or those persons serving at the time pertinent as a Director or Directors of the Association.

"Drawings" mean the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may lawfully be amended from time to time.

"Eligible Holder of a First Mortgage Lien" means the holder of a valid, recorded first mortgage on a Unit, which holder has given written notice to the Association requesting

notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of a First Mortgage Lien.

"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, or the guests or invitees of the Occupants, of such 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.

"Occupant" or "Tenant" means a person or entity lawfully in possession of a Unit, regardless of whether that person is a Unit Owner, and any agents, guests, invitees, customers, officers, or employees of an Occupant or Tenant or assignee or subtenant. The word "Occupant" shall include a Tenant where appropriate or the context requires.

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

"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.

"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 (currently contained in Chapter 1702, Ohio Revised Code).

## **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 "18 Vine Condominiums."

## **ARTICLE IV - PURPOSES; RESTRICTIONS**

**Section 1. Purposes.** This Declaration is being made to establish separate individual units from the Condominium Property to which fee simple interests may be conveyed; 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 well-being of Unit Owners, Occupants, and Tenants; 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.** Except as otherwise specifically provided in this Declaration, the Units shall not be used for any residential purpose, but shall be used exclusively for commercial, office, food/restaurant services, educational/institutional or retail purposes, or uses incidental thereto. In addition to the requirements contained in this Declaration which relate to the Condominium in general, no Unit shall be used for:

(1) indecent or illegal purposes, including, but not limited to, the sale of tobacco or marijuana (or similar substances);

(2) any activity which produces noise or sound that is audible beyond the Unit from which it originates and that is objectionable due to intermittence, beat, frequency, shrillness, or loudness to reasonable persons in other Units or on the Common Elements. To assist in determining reasonableness, any sound less than 85 decibels recorded outside the unit shall be considered reasonable. This clause shall not be interpreted to defeat reasonable business purposes;

(3) any activity which produces obnoxious odors that are perceptible beyond the Unit from which they originate (such as a pet shop);

(4) any activity which causes the cancellation of insurance policies carried by the Association or by the Owners of other Units within the Condominium;

(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; provided, however, that unless expressly provided otherwise in this Declaration, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated in accordance with the provisions of Subsection 2(r) of this Article IV, or by the Board.

(c) **Limited Common Elements Uses.** Except as specifically provided otherwise in this Declaration, 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 in accordance with the provisions of Subsection 2(s) of this Article IV, or by the Board.

(d) **Visible Areas/Signage.** Each Owner shall only erect signage that is in compliance with the zoning and sign code of the City of Mount Vernon, Ohio and all other laws and regulations, subject to approval by the Board in writing upon application by the Owner to the Board.

(e) **Nuisances.** No illegal, noxious, or offensive activity shall be carried on in any Unit, or upon the Common Elements; nor shall any use be permitted which results in the cancellation of the Association's insurance; nor shall any use be permitted which increases the cost of insurance above that which would otherwise be available for normal uses conducted within such Unit, unless the Owner of such Unit responsible for the increase reimburses the Association and any other Unit Owner who experiences such increase; nor shall any Unit or the Common Elements be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(f) **Renting and Leasing.**

(1) Renting and Leasing of Units. Notwithstanding any provision in the Condominium Act to the contrary, the Association shall not exercise any right to evict a tenant of a Unit, nor to terminate the utility or other services of a Unit, without notice and good cause shown to the Owners of the Unit involved.

(2) Subleasing. Subleasing from the original tenants shall not be allowed.

(g) **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.

(h) **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 is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board), written notice of (i) the name, 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:

(1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(2) within thirty (30) days after a change in any of the above described information; and

(3) at any time that the Board requests verification or updating of the above-described information .

In addition, each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(i) **Discrimination.** No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(j) **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, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color, and location in relation to surrounding structures and topography. The Board may, in its sole discretion, approve or disapprove such proposals, and may condition approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary. Such obligation to maintain and repair such improvements shall be memorialized in an agreement prepared at the direction of the Board (but at the expense of the requesting Unit Owner) and recorded in the chain of title so that all successors in title shall have notice that the maintenance and repair of such improvements are not the responsibility of the Association.

(k) **Arbitration.** In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, 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.

(l) **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 sixty-six percent (66%) of the Unit Owners, and to protect and preserve the nature of the Condominium, as a first-class, high-quality, commercial facility.

Copies of all such rules and regulations shall be furnished by the Board to each Unit Owner 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, national origin, or sex.

## ARTICLE V - IMPROVEMENT DESCRIPTIONS

**Section 1. Commercial-Use Buildings** The Condominium Property consists of three (3) Units within one structure, located at 18 E. Vine Street, Mount Vernon, Knox County, Ohio. The principal materials of the buildings are wood, glass, plaster, drywall, structural steel, concrete, concrete block, and brick. The building is located as shown on the Drawings at Exhibit "B."

**Section 2. Other Improvements.** In addition to the building, there are interior and exterior walkways. The Association shall have full responsibility for maintenance and repair of such building, and other improved areas, pursuant to Article X, Section 1 of this Declaration.

## ARTICLE VI - UNITS

**Section 1. Unit Designations, Size and Location.** Each of the Units is designated by a number on the Drawings. Units each have unit designations corresponding to their addresses on Gay and Vine Streets; for example, Unit 1 has the address of \_\_\_\_\_ Street, Mount Vernon, Ohio. The Unit designations for all Units and their respective locations are shown on the Drawings set forth in **EXHIBIT "B"** attached hereto. Developer reserves the right for a period of up to seven (7) years from the filing of this Declaration to add additional property (may add but shall not be required to add) to the Declaration by an amendment, which property may be limited common elements, common elements, or units.

### **Section 2. Composition of Units.**

(a) Unit Composition. Each Unit consists of the space in the respective building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the surface of the floor, and the 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 balcony or loft areas and the unfinished surfaces of floors and walls enclosing such areas, and all improvements within such spaces, all within the building as constructed or as reconstructed in substantial accordance with the original Drawings. Without limiting the generality of the foregoing, each Unit shall include:

- (1) 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;
- (2) all windows, screens, and doors, including storm doors and windows, if any, and including the frames, sashes, and jambs and the space occupied thereby, and the hardware therefor;

(3) 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, furnaces, hot water heaters, heat pumps, air-conditioning units, and components of all the foregoing, if any (even if located outside of the bounds of that Unit), serving only that Unit, and all exterior lights and lighting fixtures serving only that Unit;

(4) 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;

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

(6) 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;

(7) the storage space within and provided for each Unit;

(8) a designated location set aside on the rooftop for independently owned RTUs;

(9) a common trash receptacle.

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

(1) any structural element of the building contained in interior walls; and

(2) 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.

(b) Unit Sizes; Location and Components. The location of each part of each Unit, and the layout, dimensions, and the number of rooms in each Unit are shown graphically on the Drawings. The approximate square footage of each Unit is set forth in **EXHIBITS "B, and C"** attached hereto.

### **Section 3. Relocation of Boundaries of Units and Limited Common Elements.**

(a) Right to Relocate Boundaries of Units and Limited Common Elements. Notwithstanding any provision in this Declaration to the contrary, and to the extent not prohibited

by Ohio law, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(1) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes, and assessments not due and payable.

(2) In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements and proportionate shares of common surplus and common expenses (including the method of dividing the per-unit component of expenses described in subsection 3(a)(2) of Article XVI of this Declaration) allocated to the adjoining Units.

(b) Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements. Unless the Board finds any requested reallocation of the undivided interests in the Common Elements and proportionate shares of common surplus and common expenses to be unreasonable, within thirty (30) days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units making such application, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(1) Identification of the affected Units;

(2) Words of conveyance between the Owners of the Units;

(3) A specification of the undivided interests in the Common Elements, the proportionate shares of common surplus and common expenses (including the method of dividing the per-unit component of expenses described in subsection 3(a)(2) of Article XVI of this Declaration), and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

(c) Recordation of Amendment. At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

(1) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;

(2) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

**ARTICLE VII –  
COMMON AND LIMITED COMMON ELEMENTS**

**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 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 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.

The Declarant or its assignee shall not retain any interest in, or have any other right to, any portion of the Common Elements, except: (i) easements and rights for repairing and completing improvements in the Condominium; (ii) the right to enter upon the Condominium Property to fulfill any warranty obligations to the Association or to Unit Owners; and (iii) as a Unit Owner.

**Section 2. Limited Common Elements – Description.** Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings are Limited Common Elements, which are reserved exclusively for use of a certain Unit or Units to the exclusion of the other Units. The Limited Common Elements shall consist of all areas as displayed in the drawings shown in EXHIBIT "B."

**Section 3. Undivided Interests.** The undivided interest in the Common Elements appurtenant to each Unit is shown on the attached **EXHIBIT C** and, in each case, is based on the "Square Footage" of the Unit.

In calculating undivided interests, the Square Footage of all Units in the Condominium, at any time, will be added together, and the undivided interest of each Unit determined by dividing the Square Footage of each Unit by the total of the Square Footages of all Units, and rounding to tenths of a percent, and as may be further adjusted, in the Declarant's sole discretion, as is necessary so that the total of all undivided interests equals exactly 100.00%.

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 the Common Elements will be void unless the Unit to which such interest is allocated is also conveyed, encumbered, sold, or transferred.

**Section 4. Limited Common Elements - Reallocation.** Notwithstanding any provision of this Declaration to the contrary, and to the extent not prohibited by Ohio law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall at their expense prepare and execute an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.

(b) The Owners of the affected Units shall submit to the Board of Directors of the Unit Owners' Association the amendment, accompanied by the written consents of 66% of all Unit Owners.

(c) The Owners of the affected Units shall pay or reimburse the Association for any costs incurred by the Association in connection with the review, evaluation, revision, and decision on the requested amendment, including, but not limited to, legal fees to examine title and prepare, review, or revise the necessary amendment and exhibits.

(d) The Unit Owners' Association shall, at the expense of the Owners of the affected Units, record with the County Recorder the submitted amendment to the Declaration.

## 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. The Declarant is, at the time of execution and recording of this Declaration, the sole member of the Association.

**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 vote in proportion to the undivided interest of such Unit in the Condominium Property. A Unit Owner holding an undivided fractional fee-simple interest in a Unit shall be entitled to a proportionate part of the vote for that Unit; provided, however, that unless timely challenged by a co-owner of a Unit, any owner of a fee simple interest in a Unit may cast the entire vote with respect to that Unit.

**Section 4. Board of Directors.** The Board of Directors shall consist of one person per each Owner of a Condominium Unit. The original Board of Directors shall consist of no less than three persons selected, and each Owner shall be entitled to one vote per Unit owned.

**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, including, without limitation:

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

(b) 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 or more Unit Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Subject to the restrictions set forth in this Declaration, regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property in accordance with the restrictions set forth herein;

(e) Subject to the restrictions set forth in this Declaration, adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements, when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 2 of Article XIX of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, convey, or otherwise transfer personal property;

(i) Hold in the name of the Unit Owners' Association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

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

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

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and impose, with notice to Unit Owners pursuant to Section 6(c) of this Article VIII, reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Unit Owners' Association, and reasonable charges for damage to the Common Elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;

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

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) Suspend the voting privileges of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty (30) days;

(s) Purchase insurance and fidelity bonds required by this Declaration and/or the Bylaws, or such other insurance and fidelity bonds as the Directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise 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;

(v) Exercise powers that are: (1) conferred by this Declaration or the Bylaws, or the laws of the State of Ohio; (2) necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation; (3) permitted to be exercised in Ohio by a not-for-profit corporation; or (4) necessary and proper for the government and operation of the Association.

#### **Section 6. Procedures for Enforcement of Violations.**

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Board shall give the Owners of the subject Unit a written notice containing the following information:

- (1) A description of the property damaged or the violation;
- (2) The amount of the proposed charge or assessment;

(3) A statement that the Owners of the subject Unit have the right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing pursuant to Section 6(b) below; and

(5) A reasonable date by which the Owners of the subject Unit must cure the violation to avoid the proposed charge or assessment.

(b) Hearing. The Owners of a subject Unit may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Section 6(a) above. If the Owners of a subject Unit fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided pursuant to Section 6(a) above, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If the Owners of a subject Unit request a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Owners of a subject Unit with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Owners of the subject Unit.

(c) Manner of Notice. Any notice required under this Section to be served:

(1) upon a Unit Owner or Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternate address;

(2) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association, or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

**Section 7. 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; provided however, that any agreement for professional management: (i) shall be terminable by the Association for cause on thirty (30) days' written notice; (ii) shall be terminable by either party, without penalty, on ninety (90) days' written notice; (iii) shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and (iv) shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

## ARTICLE IX - AGENT FOR SERVICE

The name of the initial entity to receive service of process for the Association and that agent's place of business is:

C C & J Agents, Inc.  
P.O. Box 469  
Mount Vernon, Ohio 43050

In the event this entity for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the successor so registered shall be the person to receive service of process for the Association.

## ARTICLE X - MAINTENANCE AND REPAIR

**Section 1. Association Responsibility.** Management of the property and financial affairs of the Condominium, and the allocation of funds therefor, shall be the responsibility of the Association, which shall maintain and repair the Common Elements (including, and not limited to, Limited Common Elements, but not including maintenance and repair obligations for specified Limited Common Elements that are allocated to Unit Owners in Section 2 of this Article X below), and also including, but not limited to, utility facilities serving more than one Unit, utility lines in the Common Elements, shrubs, trees, walkways, driveways, and access ways, the parking spots, and all buildings which are a part of the Common Elements; provided, however, that the Unit Owners shall be responsible for routine upkeep and cleaning of their appurtenant Limited Common Elements, and further provided that, to the extent not prohibited by law or covered by hazard insurance maintained by the Association, damage done to any portion of the Common Elements by the negligent or intentional act of the Owners or Occupants of a Unit, or by the guests or invitees of Owners or Occupants of a Unit, shall be charged to the Owners of the Unit in question as a Special Individual Unit Assessment. To the extent that the Association receives any insurance proceeds allocable to damage or loss of any portion of a Unit or the personal property of a Unit Owner, such proceeds, after deductibles, shall be made available to the Unit Owner and the Unit Owner's first mortgagee, subject to such reasonable requirements as the Board may impose for repair and replacement of the Unit. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to Common Elements that exceed the time periods for the Declarant's warranty under Section 5311.25(E)(1) and (2) of the Ohio Revised Code.

### **Section 2. Individual Responsibility.**

(a) General. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and shall provide routine upkeep and cleaning of any Limited Common Elements appurtenant to such Owner's 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. All maintenance and repair responsibilities of Unit Owners under this Declaration shall

be made at the cost of the Unit Owner, except where such maintenance or repair is the result of a matter covered by the Association's insurance, in which event the Association shall hold insurance proceeds for the benefit of the Unit Owners and their mortgagees, as their interests may appear, and shall make the insurance proceeds, after deductibles, available to the Unit Owner and the Unit Owner's first mortgagee to reimburse the Unit Owner for the cost of such maintenance and repair. 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. Owners of Units shall pay all costs directly related to the commercial space, such as renovation of retail space.

(b) Failure to Maintain. In the event a Unit Owner shall fail to make any such repair or perform such maintenance as is required under this Declaration, 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, or any guests or invitees of the Owners or Occupants, or is a result of the failure of any Unit Owner or his, her, or its predecessors in title to timely pursue to a conclusion a claim under any warranty (express, implied, or imposed by law), then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by or paid to the credit of the Association, the costs not recovered by the Association 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.

## ARTICLE XI - UTILITY SERVICES

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

## ARTICLE XII - INSURANCE; LOSSES; BONDS

**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" 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, with a guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-

insurance provision, with agreed amount endorsement, and with a deductible not greater than five percent (5%) of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment whether located outside or within Units; all items affixed or attached to the structure in such a manner as to be considered "real estate" and be encumbered by the lien of a Unit Owner's mortgage; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be part of Units; and any other items of personal property for which coverage which may be required;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer, guarantor, or servicer, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage. The insurance carrier's charter, bylaws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any Unit Owner or any holder, insurer, guarantor, or servicer of a first mortgage on a Unit from collecting insurance proceeds;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio, which has a current rating of Class A/VIII, or better, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating;

(d) shall provide that the Board's coverage is primary (even if a Unit Owner has other insurance that covers the same loss) and shall be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor, or servicer (or their respective successors and assigns) of first mortgages on Units, which (i) must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or material modification of, the policy; and (ii) must be endorsed to provide that any proceeds shall be paid to the Association (or its insurance trustee) as a trustee for each Unit Owner and each such Unit Owner's mortgagee, as their interests may appear;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect

pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association;

(g) shall contain provisions recognizing any Insurance Trust and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, if applicable (at not less than the lesser of \$6,000,000 or the insurable value of the building(s) housing the boiler or machinery, per accident per location); and

(h) shall provide coverage to rebuild the building or buildings to their original structure as defined by the architectural design and specifications.

This amount shall be determined annually by the Board. The costs of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued by the Association to each Unit Owner and mortgagee upon request.

**Section 2. Liability Insurance.** The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements, commercial spaces, public ways, and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, or (b) two million dollars (\$2,000,000) for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, 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, and shall include such additional coverages as are commonly required by private mortgage investors for developments similar in construction, location and uses, including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party without at least ten (10) days prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

**Section 3. Fidelity Coverage.** The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months' worth of assessments plus the Association's reserves. In connection with such

coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor, or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

**Section 4. Other Association Insurance.** In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law (including, without limitation, workers' compensation, flood insurance. All such insurance shall be obtained from generally accepted insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XII, obtained by the Association, shall be paid by the Association as a common expense.

**Section 5. Insurance Representative; Power of Attorney.** Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, 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, or such successor, 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 the Condominium, and such power runs with the land, is coupled with an interest and is irrevocable.

**Section 6. Unit Owner's Insurance.** Any Unit Owner and Occupant must, at their own expense, carry and maintain appropriate insurance, including, but not limited to, property and liability 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 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, and shall name the HOA as an additional insured.

To be specific, the Unit Owner shall be responsible to insure the interior of the unit from the walls in. Owners of Units must, at their sole expense, carry and maintain appropriate commercial insurance coverage, including, but not limited to, property and liability insurance, as required by any national, institutional holder, purchaser, guarantor, insurer, or servicer of a first mortgage secured by a Unit in the Condominium. The said insurance coverage shall name the HOA as an additional insured.

Tenants of all Units must, at their expense, carry and maintain appropriate renter's insurance.

**Section 7. 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 unless otherwise agreed to.

**Section 8. 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 9. Compliance With Institutional Requirements.** Notwithstanding any provision to the contrary contained in this Declaration, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer, or servicer of a first mortgage secured by a Unit in the Condominium.

### ARTICLE XIII - RESTORATION OF DAMAGE OR DESTRUCTION

**Section 1. Obligation to Restore.** In the event of damage to or destruction of all or any part of a building, structures, or fixtures constituting a part of the Condominium Property, or the taking of all or any part of a building, structures, or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the Association shall promptly restore or replace the same, unless an election is made, in accordance with the provisions of this Article, not to do so.

**Section 2. Election Not to Restore.** The Association may, with the consent (obtained within sixty (60) days after such damage or destruction) of Unit Owners entitled to exercise not less than sixty-six percent (66%) of the voting power of Unit Owners determine not to repair or restore such damage, destruction, or taking. In the event of such election not to restore such damage, destruction, or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction, or taking to be repaired or restored.

(a) **Dissolution of Condominium and Partition Sale.** Upon an election not to repair or restore all damage, destruction, or taking pursuant to Section 2 of this Article, Owners of Units exercising sixty-six percent (66%) of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the Common Elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released, or discharged.

(b) **No Partition Sale/Dissolution.** Upon an election not to repair or restore all damage, destruction, or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall, after payment to damaged Unit Owners in accordance with the balance of this subsection (b), be added to the Association's reserves, to be used by the Association for future capital improvements, repairs, or replacements.

In the event that part of the building, structures, and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her, or its respective first mortgagee, as their interests may appear, either:

(1) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction, or taking; no Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and

assessments of political subdivisions not then due and payable) are paid, released, or discharged); or

(2) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction, or taking. In this event, upon such distribution, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit 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. To illustrate, upon a Unit being divested from the Condominium: (a) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association; and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such damage, destruction, or taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

Each Unit Owner and such Owner's 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.

(c) Rights of First Mortgagees. Notwithstanding anything to the contrary contained in any of the Condominium Organizational Documents or Condominium Instruments, no provision or provisions in any of said condominium project documents gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/ or Common Elements.

#### 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, in trust, 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 usability thereof, nor diminishes any way 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 sixty-six percent (66%) 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 whose 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. To illustrate, upon a Unit being divested from the Condominium: (a) the voting right of that Unit will be divided among all other Units in proportion to the respective percentage of voting power of the other Units; and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests 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.

**Section 4. Rights of First Mortgagees.** Notwithstanding anything to the contrary contained in any of the Condominium Organizational Documents or Condominium Instruments, no provision or provisions in any of said condominium project documents gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a tallying of Units and/or Common Elements.

**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, and a right and easement for utilities serving that 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 (in accordance with the provisions of Subsection 2(r) of Article IV of this Declaration) concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Areas.

**Section 2. Right of Entry for Repair, Maintenance and Restoration.** The Association shall have a right of necessary 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. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four (24) hours' advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

**Section 3. Easements for Encroachments.** Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or 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 and Operation of the Condominium Property.** 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, communication lines, electricity, security systems, master television antennas, and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits, or other facilities, appurtenances, and improvements on, above, across, and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, facilities, appurtenances, and improvements 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. In addition, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Board shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses, and concessions on, over, above, across, and under the Common Elements for utilities, roads, and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

**Section 6. Easements for Services.** A non-exclusive perpetual easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, 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 and the Association 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, 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. Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements: (a) for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available; (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties.

**Section 9. 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 to 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 any time prior to the closing by Declarant of the transfer of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and allocate among the Units in the manner set forth below, the common expenses of the Association, consisting of the following:

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

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

C. the estimated next fiscal year's costs for utility services not separately metered;

D. the estimated amount required to be collected to maintain a working capital reserve to assure availability of funds for normal operations of the Association, in an amount not less than three (3) months' estimated common expenses for each Unit. The initial contribution to such working capital reserve fund shall be collected at the closing of each Unit, but not later than the date that control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VIII of this Declaration, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contributions shall be completed at the time that election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits.

E. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements, and periodic maintenance, repair, and replacement of improvements, and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss; provided that the amount set aside annually for such reserve 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 sixty-six percent (66%) of the voting power of the Association;

F. 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 determine which of the expenses are either: (a) expenses that arise out of the administration, operation, maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, landscaping, and grounds care; or (b) legal, accounting, and management expenses. 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.

(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 by the Board 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 (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefore, if the cost thereof in any twelve consecutive month period would exceed an amount equal to

five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than sixty-six percent (66%) of the voting power of all Unit Owners (including the consent of Owners other than the Declarant who hold sixty-six percent (66%) of the voting power of Units owned by Owners other than the Declarant)

(2) Any such assessment shall be allocated 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)(l)(E) 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; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning and removing debris from the Unit Owner's Limited Common Elements where, in the opinion of the Board, the Owner has allowed the same to become unsightly; penalties and charges imposed pursuant to the Rules and Regulations of the Board for violations of the Declaration, Bylaws, and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, Bylaws, Rules and Regulations). 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 share 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.

(d) **Rules for Levying Fines and Assessments for Violations.** The Board of Directors may levy fines and/or assessments under a written policy adopted by the Board and given or made available to each Unit Owner, for the purposes of enforcing the Declaration, Bylaws, or Rules and Regulations as determined by the Board. Such fines and/or assessments may include, without limitation, interest and late charges for the late payment of assessments, returned check charges, and reasonable enforcement assessments for violations of this Declaration, the Bylaws, and the Rules and Regulations 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, or similar successor statute.

**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. Notwithstanding the foregoing, if the notice is not sent when required, it will nevertheless be due within ten (10) days after such later date that the notice is actually sent, including all amounts that would have been due had such notice been given in a timely manner. 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) Interest, Fees and Costs. If any assessment, or any installment or portion of any assessment, is not paid within ten (10) days after the same has become due, the entire unpaid balance of the assessment shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand may charge additional amounts for any or all of the following: (i) reasonable, uniform administrative late fees as determined by the Board from time to time; (ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency; (iii) interest on the entire unpaid balance of assessments, and upon the amount of costs incurred by the Association in connection with such collection, at the rate of eighteen percent (18%) per annum or at such other rate as the Board may from time to time determine; (iv) any other charges authorized by the Declaration, Bylaws, or the Rules and Regulations promulgated by the Board; all to the extent not prohibited by Ohio law. All of the foregoing are collectively referred to herein as the "Interest, Fees and Costs."

(b) Application of Payments. Payments made by a Unit Owner for assessments shall be applied as follows:

(1) First, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on the costs incurred by the Association in connection with such collection, at the rate of eighteen percent (18%) per annum or at such other rate as the Board may from time to time have otherwise determined;

(2) Second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

(3) Third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the Association in connection with the delinquency;

(4) Fourth, to the payment of the delinquent installments or portions of assessments which remain unpaid.

(c) **Creation of Lien; Certificate of Lien.** Annual operating and both types of special assessments, together with Interest, Fees and Costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an assessment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) 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, with Interest, Fees and Costs, may be filed with the Recorder of Knox County, Ohio, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, 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 with Interest, Fees and Costs, and shall be signed by the president or other chief officer of the Association.

(d) **Expiration of Lien.** 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) **Action to Discharge Lien.** 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) **Personal Obligation of Unit Owners.** Each such assessment together with Interest, Fees, 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, with Interest, Fees, and Costs, shall not be the personal obligation of that Unit 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, with Interest, Fees, and Costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) **Legal Actions.** In addition to the lien permitted by this Section 5, the Association, as authorized by the Board, may 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 other action permitted by law. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rentals. Rentals collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. In any legal action, interest and the costs of such action (including but not limited to attorney and paralegal fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law. The Association shall be entitled to become a purchaser at any foreclosure sale

(h) No Waiver. 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.

**Section 6. Subordination of the Lien to First Mortgages.** The lien of the assessments provided for herein shall be superior in priority to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and the liens of first mortgages that have been filed for record

**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.

**Section 8. Declarant's Obligations.** Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet transferred if any, including the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time as common expenses are first charged with respect to any Unit.

## ARTICLE XVII - NOTICES TO LENDING INSTITUTIONS

Any holder, insurer, guarantor, or servicer of a first mortgage on a Unit, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor, or servicer, and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members of the Association and entitled to all rights granted by the Ohio Revised Code.

## ARTICLE XVIII - AMENDMENTS AND CERTAIN ACTIONS

**Section 1. Amendments Requiring 66% of Owners.** Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require the written consent of sixty-six percent (66%) of Unit Owners:

- (a) the boundaries of any Unit or the convertibility of Units into Common Elements or vice versa;
- (b) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

- (c) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto, or the right to use Common Elements and Limited Common Elements;
- (d) terminate the Condominium; or
- (e) impose additional restrictions on the leasing of Units, or to change the provisions of this Section 1.
- (f) a change to any of the provisions governing voting rights;
- (g) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;
- (h) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;
- (i) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
- (j) a change to any of the provisions governing: (a) the method of expansion or contraction of the project; or (b) the method of addition, annexation, or withdrawal of land to or from the project;
- (k) a change to any of the provisions governing hazard, fidelity or other insurance requirements;
- (l) a change to any of the provisions governing restrictions affecting the sale of a Unit;
- (m) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;
- (n) a change to any of the provisions governing restoration or repair of improvements in the Condominium;
- (o) a change to any of the provisions which provision is for the express benefit of mortgagees;
- (p) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements on Units;
- (q) a change to any of the provisions governing the rights of any specific class of members;

- (r) a change to any of the provisions governing dissolution of the Association, except pursuant to a consolidation or merger;
- (s) a change to any of the provisions governing the conveyance of any or all of the Common Elements;
- (t) any other amendment to any of the Condominium Organizational Documents; and
- (u) a reduction in reserves for maintenance, repair, or replacement of Common Element improvements;
- (v) the imposition of any new restrictions affecting the sale of a Unit;
- (w) the decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
- (x) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements on Units; or

**Section 6. Amendments Not Requiring Consent of Owners** . Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or Bylaws shall not require the consent of the Unit Owners, provided that such amendment does not involve changes of a material adverse nature to mortgagees:

(a) Statutorily Authorized Amendments Affecting Unit Boundaries, Limited Common Elements, and Undivided Interests in Common Elements. Amendments to the Declaration or Bylaws which are authorized pursuant to the following provisions of this Declaration shall require only the approvals required under those respective sections dealing with such amendments:

- (1) Section 4 of Article VI, dealing with the relocation of boundaries of Units and Limited Common Elements; and
- (2) Section 4 of Article VII, dealing with the reallocation of Limited Common Elements.

(b) Amendments by Declarant to Address Compliance and Other Issues. The 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 seven (7) years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents for the following purposes: (i) to the extent necessary to conform to the requirements of the Condominium Act or any other federal, state, or local law; (ii) to correct any scrivener's errors, typographical errors, or factual errors or omissions, the correction of which would not impair the interest of any Unit Owner or mortgagee; or (iii) to amend or change the

name of the Condominium; 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;

(c) Amendments by Board Pursuant to Statutory Authority. The Board may, without a vote of the Unit Owners, amend the Declaration in any manner necessary for any of the following purposes:

- (1) to meet the requirements of institutional mortgagees, guarantors, insurers, and servicers of first mortgage loans;
- (2) to meet the requirements of insurance underwriters;
- (3) to bring the Declaration into compliance with Chapter 5311, Ohio Revised Code, as the same may be amended from time to time;
- (4) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
- (5) 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; or
- (6) 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.

**Section 7. Method to Amend.** An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided, shall be in a writing executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it under the Declaration shall be in a writing duly executed by it with the same formalities as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested by the Declaration in the Declarant or any duly empowered successor Declarant. Any amendment duly adopted and executed 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 XIX - CONDOMINIUM INSTRUMENT REQUIREMENTS

**Section 1. General.** The Condominium act requires that certain information be provided in the Condominium Instruments. Much of this information 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. Association Control.** The Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements, except: (i) easements and rights for repairing and completing improvements in the Condominium; (ii) the right to enter upon the Condominium Property to fulfill any warranty obligations to the Association or to Unit Owners; and (iii) as a Unit Owner of Units not transferred. The Owners of Units that have been transferred 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 sixty-six percent (66%) 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 3. Limited Warranty.** The Declarant is gifting the Units. It supplies no limited warranties except that it will assign its rights to the transferees all applicable warranties.

**Section 4. Declarant's Obligations.** Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet transferred, 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 or transferee 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 XX - 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; Arbitration of Certain Disputes.** 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. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including but not limited to the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to binding arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (currently Chapter 2711 of the Ohio Revised Code), by a single independent arbitrator selected by the Board.

**Section 4. Severability.** Invalidation 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. Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, limited liability companies, other types of business entities, men or women, shall in all cases be assumed as though in such case fully expressed.

**Section 6. Captions.** The captions of the various provisions of this Declaration are not part of the content thereof, but are merely labels to assist in locating the various provisions hereof.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration by its duly authorized Managing Member this \_\_\_\_th day of \_\_\_\_\_, 2025.

KNOX COUNTY LAND REUTILIZATION CORPORATION

By: \_\_\_\_\_  
Sam Filkins, President

STATE OF OHIO     )  
                                  ) ss:  
KNOX COUNTY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Sam Filkins, as President of Knox County Land Reutilization Corporation, an Ohio non-profit corporation on behalf of said non-profit corporation.

\_\_\_\_\_  
Notary Public

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

Exhibits:

Exhibit "A"	Legal Description of Condominium Property
Exhibit "B"	Drawings
Exhibit "C"	Allocation of Common Elements Interests Among Condominium Units
Exhibit "D"	By-Laws

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

**EXHIBIT "A"****LEGAL DESCRIPTION FOR:**

18 Vine Condominiums

0.416 ACRE

July, 2025

The following real estate being all of Lots 79 & 80 of the Original Plat of Mount Vernon, City of Mount Vernon, U.S.M.L., Knox County, Ohio, and being described as follows:

Commencing at a Magnail set at the northeast corner of Lot 79 at the intersection of the south right of way line of East Vine Street (66') with the west right of way line of South Gay Street (66') and being the northeast corner and Point of Beginning for the tract herein described;

Thence along the east lines of Lots 79 and 80, and the west right of way line of South Gay Street, South 00° 04' 10" West, 135.39 feet to a Magnail set at the southeast corner of Lot 80, the northeast corner of Lot 81, and the northeast corner of Parcel Number 66-01147.000 (Markley Hatfield, D.V. 1844, Pg. 905);

Thence along the line between Lots 80 and 81, and the north lines of said Parcel Number 66-01147.000 and Parcel Number 66-09515.000 (United Telephone Company of Ohio, D.V. 253, Pg. 53), North 89° 59' 32" West, 133.57 feet to a Magnail set at the southwest corner of Lot 80 and the northwest corner of Lot 81 in the east right of way line of Blackberry Alley (16.5');

Thence along the west lines of Lots 80 and 79, and the east right of way line of Blackberry Alley, North 00° 15' 28" West, 135.27 feet to a Magnail set at the northwest corner of Lot 79 in the south right of way line of East Vine Street;

Thence along the north line of Lot 79 and the south right of way line of East Vine Street, North 89° 57' 20" East, 134.34 feet to the Point of Beginning, containing 0.416 acre, as surveyed in July, 2025 by Tracy & Mills, Surveyors, 5 Harrison Avenue, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571.

North based on the west line of Blackberry Alley per Survey Volume S, Page 625.

Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.

All of Parcel Numbers 66-05075.000, 66-05076.000, and 66-05077.000

Deed Volume 1825, Page 473.

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Amy Bernicken, Surveyor No. 8571

Date: July 28, 2025

# EXHIBIT "B"

## Drawings

**DAVID R. MILLS, PS**  
SURVEYOR #7157

**AMY BERNICKEN, PS**  
SURVEYOR #8571

**TRACY & MILLS, SURVEYORS**  
5 Harrison Avenue - P.O. Box 642  
Mount Vernon, Ohio 43050  
Tel.: 740-397-8324  
info@tracyandmills.com

**FLOYD W. BARNES, PS**  
1921-2018

**THOMAS M. TRACY, PS**  
1941-2002

**CONDOMINIUM PLAT OF  
18 VINE CONDOMINIUMS**

All of Lots 79 & 80 of the  
Original Plat of Mount Vernon,  
City of Mount Vernon, U.S.M.L.,  
Knox County, Ohio

**LOCATION MAP**  
SCALE: 1" = 1000'

North based on the east line  
of Blackberry Alley per  
Survey Volume S, Page 625.

**City Planning Commission**

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

Chairman \_\_\_\_\_ Date \_\_\_\_\_

**Transferred:**

This condominium plat has been transferred  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Knox County Auditor \_\_\_\_\_ Date \_\_\_\_\_

**Recorded:**

This condominium plat was received for recording  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_ am/pm and  
recorded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_ am/pm.  
Flat Cabinet \_\_\_\_\_, Slot \_\_\_\_\_  
Declarations recorded in Deed Volume \_\_\_\_\_, Page \_\_\_\_\_.

Knox County Recorder \_\_\_\_\_ Date \_\_\_\_\_

**0.416 ACRE**

PARCEL # 66-05075.000  
66-05076.000  
66-05077.000

Date: July 26, 2025

Scale: 1" = 20'

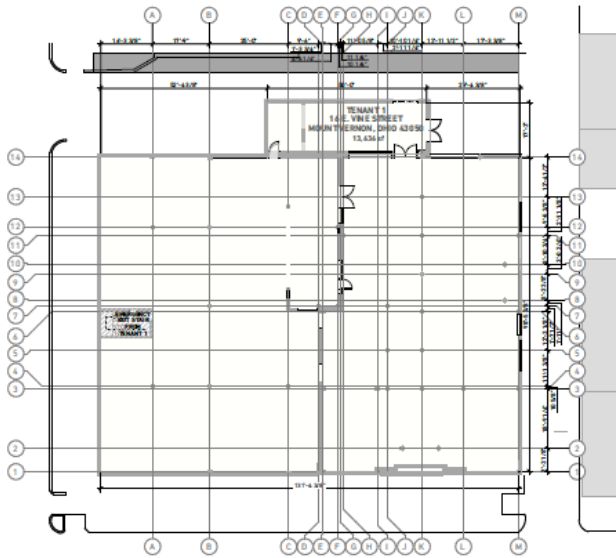
Magrail Set

**Reference Documents:**  
Survey Volume U, Page 61  
Survey Volume S, Page 625  
Survey Volume I, Page 48  
Survey Volume R, Page 764  
Survey Volume R, Page 769

**CERTIFICATION:**  
We hereby certify that the foregoing survey was  
prepared from actual field measurements, in accordance  
with Chapter 4753-37, Ohio Administrative Code.

*[Signature]*  
Amy Bernicken, Surveyor No. 8571

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)



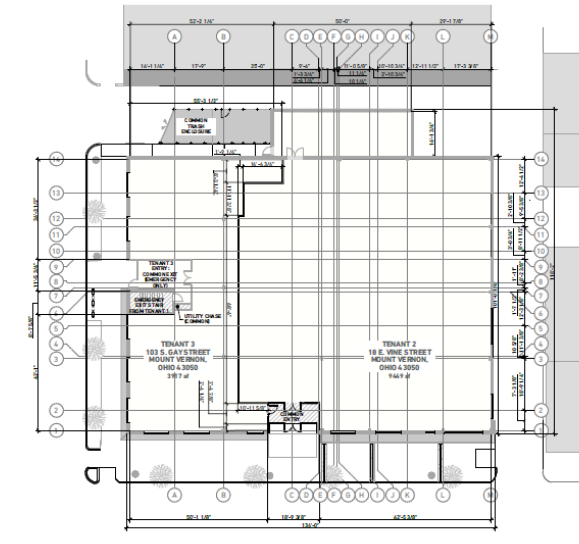
LOWER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

18 VINE CONDOMINIUM ASSOCIATION  
18 VINE CONDOMINIUMS  
18 E VINE STREET  
MOUNT VERNON, OHIO, 43050

LOWER LEVEL PLAT FLOOR PLAN  
7/24/2025



Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

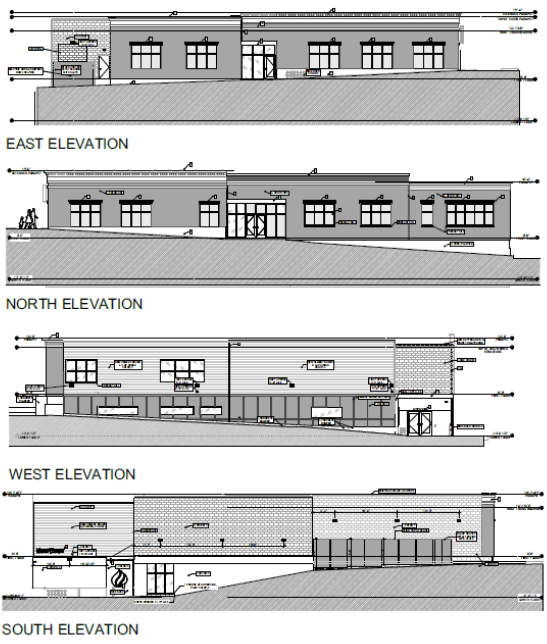


**FIRST FLOOR PLAN**  
SCALE: 1" = 20'

**INTERIOR SQUARE FOOTAGES**  
 TENANT 1 = 13,253 SF  
 TENANT 2 = 9,449 SF  
 TENANT 3 = 2,917 SF  
 COMMON AREA = 434 SF

18 VINE CONDOMINIUM ASSOCIATION  
**18 VINE CONDOMINIUMS**  
 18 E. VINE STREET  
 MOUNT VERNON, OHIO, 43050

FIRST FLOOR PLAT PLAN  
 7/24/2025



Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

**EXHIBIT “C”**

**Allocation of Common Elements Interests Among Condominium Units**

<b>Unit</b>	<b>Address</b>	<b>Floor Area</b>	<b>Percentage of Common Elements</b>
Tenant 1	16 E. Vine Street, Mount Vernon, Ohio 43050	13,636 SF	50.5%
Tenant 2	18 E Vine Street, Mount Vernon, Ohio 43050	9,449 SF	35.0%
Tenant 3	103 S. Gay Street, Mount Vernon, Ohio 43050	3,917 SF	14.5%
<b>Total</b>		<b>27,002 SF</b>	<b>100%</b>

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)

**EXHIBIT “D”**

**BY-LAWS**  
**(Code of Regulations)**

**OF**

**18 VINE CONDOMINIUMS ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the Association is 18 Vine Condominiums Association ("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 18 Vine Condominiums. 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 18 Vine Condominiums ("the Declaration"), recorded simultaneously with the Recorder of Knox County, Ohio.

**ARTICLE III**  
**UNIT OWNERS (MEMBERS)**

Section 1. Composition. Each Unit Owner, as defined by 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 two-thirds (2/3) 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 Unit Owners (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 seven (7) 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. Where a special meeting is called to approve any of the actions listed in Article XVIII of the Declaration, not less than twenty-five (25) days' notice shall be required, and notice of such special meeting shall contain a summary of any material amendments or extraordinary actions proposed, along with a copy of a proxy that can be used in lieu of attendance at the special meeting. Attendance by a Unit Owner at any meeting of the Unit Owners, 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 presence at any duly called and noticed meeting, in person or by proxy, of Unit Owners entitled to cast at least sixty-six (66%) of the voting power of the members shall constitute a quorum for such meeting. Unit Owners entitled to exercise sixty-six percent (66%) 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, sixty-six percent (66%) 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 or 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 sixty-six percent (66%) 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. Directors. The Board of Directors shall consist of The Board of Directors shall consist of one person per each Owner of a Condominium Unit. The original Board of Directors

shall consist of no less than three persons selected, and each Owner shall be entitled to one vote per Unit owned.

Section 2. Reserved

Section 3. Reserved

Section 4. Reserved

Section 5. Reserved.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, 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/Budget Meeting/Annual Meetings. Regular meetings of the Board shall be held no less than semi-annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board. The annual budget meeting shall be held in December of each year where the Board will approve a budget for the next year. The annual meeting shall be held in the first quarter of each year.

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. Quorum. The presence at a duly called and noticed meeting, in person or by proxy, of Directors entitled to cast sixty-six percent (66%) of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Director shall be entitled to one (1) vote. Except as otherwise provided in the Condominium Organizational Documents, or by law, the vote of sixty-six percent (66%) of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close its meetings to all non-Board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. 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 (in the case of telephonic) or view written versions of all communication (in the case of other electronic methods), participate, and respond to every other member of the Board.

Section 12. 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 13. 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:
  - (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
  - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;
  - (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or Bylaws; and
  - (iv) establishing 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) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the Condominium Property, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board may determine (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

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

(j) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan, including, without limitation, the pledge of the Association's right to future assessments and to levy assessments upon the members; and

(k) 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.

Section 14. 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;

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:

fix the amount of assessment against each Unit;

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;

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.

## **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. The same person may hold more than one 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:

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.

Treasurer. The Treasurer shall assume responsibility for the receipt and deposit of all monies of the Association in such bank accounts, and investment of funds in such vehicles, as the Board directs, 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 may appoint committees as it deems appropriate in carrying out its purposes.

## **ARTICLE VII BOOKS AND RECORDS**

The Association shall keep correct and complete books, records, and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, Bylaws, and Articles, and any amendments thereto); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and of the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners, etc.).

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender, or the holder, insurer, guarantor, or servicer of a first mortgage on a Unit, may examine and copy any of the foregoing books, records, and financial statements, pursuant to reasonable standards established in the Declaration, these Bylaws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (a) information that pertains to Condominium Property-related personnel matters;
- (b) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (c) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) information that relates to the enforcement of the Declaration, Bylaws, or rules and regulations of the Association against Unit Owners; or

- (e) information the disclosure of which is prohibited by state or federal law.

**ARTICLE VIII  
AUDIT/REVIEW**

The Board shall determine if it desires an audited or reviewed statement. It shall cause the preparation and furnishing of the financial statement by a certified public accountant for the immediately preceding fiscal year within a reasonable time following the request (provided that such time shall be no later than 60 days after the end of the Association's fiscal year, in the following circumstances:

- (a) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising sixty-six percent (66%) of the voting power of Unit Owners; and
- (b) upon the request of a holder, insurer, guarantor, or servicer of any first mortgage on a Unit.

**ARTICLE IX  
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 X  
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 \_\_\_\_\_, 2025.

**18 VINE CONDOMINIUMS**

**By: Knox County Land Reutilization Corporation, Developer**

By: \_\_\_\_\_  
**Sam Filkins, President**

4831-8680-2073, v. 11

Attachment: Condo Covenants - Declaration - 18 Vine Condominiums (4273 : 2025-Mpc-07)



**Municipal Planning Commission** Meeting: 08/14/25 4:00 PM  
**40 Public Square Dept: Municipal Planning Commission**  
**Mount Vernon, OH 43050**

**SCHEDULED**

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

**MPC ITEM (ID # 4271)**

**DOC ID: 4271**

**2025-MPC-05 : PARCEL #66-07961.000 - PRE-APPLICATION MEETING FOR MAJOR  
 SUBDIVISION**

Per Codified Ordinance 1103.10(1) a pre-application meeting will be held with the Municipal Planning Commission for a proposed Major Subdivision involving parcel 66-09761.000 located on Vernonview Drive (State Route 768) between Upland Terrace and Woodside Drive.

**COMMENTS - Current Meeting:**

Marvin introduced the case.

There was no one present at the beginning of the meeting to present the case. The case was delayed.

Marvin re-introduced the case. Starr reminded the audience that this is a preapplication meeting and that public comment is not being accepted. No decisions will be made.

Wallace (sworn in) legal counsel for the developer, said the site engineer was not able to attend. Starr explained Public Meetings do not allow participation via electronic means, only in person. Development plans have been submitted for the R-1 parcel. The plan is to build 101 single family residences. Phase 1 would build lots 1-72 and phase 2 would build lots 73-101.

Broeren noted the presentation is not up for approval today. This is a required meeting between the property owner and developer and the Municipal Planning Commission to gather comments prior to being submitted for approval.

Swallow asked if there is only 1 entrance and exit being proposed. Wallace said it is currently designed with only 1 entrance and exit to the development.

Swallow asked if the developer will be responsible for any road improvements within the development. Wallace said they have talked with Sam Filkins (ADF) and have been put in touch with the City's legal counsel to talk about a possible TIF and NCA to fund some of the road work and infrastructure improvements needed for the site. They anticipate pursuing some of those available incentives to fund some of the infrastructure improvements necessary for the site.

Swallow noted the lot sizes are permissible within the R-1 zoning. He asked about the anticipated house sizes that they are thinking about building. Wallace said he believes they are in the neighborhood of 1,500 to 2,000 square feet homes. The developer would be able to answer that later. Swallow asked if the homes would be owner occupied or rentals. Wallace said they are to be owner occupied.

Salyers said questions have come in from the public and they have been organized by who is

responsible and ranked by the number of times they were asked. Salyers asked if this will be HUD housing, to which Wallace said it is not. There is no anticipation of pursuing HUD funding. Salyers asked if the homes will be stick-built, modular, or pre-fab manufactured trailers, noting Zoning regulates part of this. Wallace said they plan to build stick-built homes. There are no particular designs in mind. There has been some communication with some local builders. Swallow asked if the housing quality will match the surrounding neighborhoods. Wallace said yes, we have every intent to do that.

Swallow asked about the anticipated price point. Wallace said that is best for Clint to respond. He thought \$300,000 to \$350,000 to \$400,000 was where they were at.

Salyers asked how this project would ensure that it doesn't lower surrounding property values. Wallace said, as stated, they have every intent in partnering with a local builder to build quality homes that will enhance the quality of the neighborhood and do nothing to detract from the quality of the neighborhood and surrounding home values.

Swallow asked if a traffic impact study been completed for the east side of Mount Vernon including this and other developments. Ball asked Wallace if his team did a traffic study. Wallace said he couldn't remember. Ball said they may have done some traffic counts. Ball said, in he believed 2018, Carpenter Marty conducted a pass-through study. ODOT does regular counts on State Route 768/Vernonview Drive. Knowing the density and probability of travel, we would solve out what the incremental increase in traffic would be.

Salyers said a one way in to a 101-unit development is not acceptable. Starr added, it does not match the City's transportation plan. He went on to say we will need to find ways to connect to Coshocton Avenue and to the east where it will connect with the other development that is being built with expectations that it will connect to alleviate in both directions. Salyers went on to explain service and safety access needs for the community.

Swallow asked how congestion at Coshocton, Beech Street and Kroger's be addressed. Ball said the Mayor has the authority to have a transportation plan. There is a transportation plan, that has not been taken to Council, developed by the previous Mayor. It is not new. The people who sold the property had a copy of it, the purchaser had a property of it. It requires a minimum of 3 exits from this site. One exit is not acceptable. Schlabach's phase 3 has a rear exit that would connect to the future connector road that will go from Upper Gilchrist Road to State Route 768 and connect to US 36.

Salyers said there was a question submitted asking why a zoning change is being considered from R-1 despite resident opposition. He said it is not; the zoning is staying R-1. The plan proposed is compliant with R-1. There are other components that need to be considered such as transportation, safety, and stormwater. The lot size and building materials meet R-1 regulations.

Broeren said there are other parts of the zoning code that this impacts that have not been taken into account. As mentioned before, there are specific screening requirements, which this plan doesn't address at all.

Starr said it looks like a lot of trees will be removed for this plan. Before coming back to the

Municipal Planning Commission, the Shade Tree and Beautification Commission will need to sign off on the tree replacement schedule that will be needed, along with a tree inventory.

Swallow asked if the plan aligns with zoning code 1105.01 on density and congestion. Salyers said he cannot see how it doesn't align. Broeren said it clearly meets with the density and lot size, to the limit. He went on to say there are other parts of the zoning code that is likely does not comply with that they will have to bring into compliance with prior to any successful approval by this Board, and then further by Council.

Salyers posed another question, does the City have the capacity to provide water and sewer, to which he said yes, they do. Capacity to provide electric and gas, to which Salyers said the City does not provide electric and gas. Stormwater service: Ball said the site is currently served by the City stormwater system. It will continue to be. As is told to every other developer, the City does not accept variances, all City and EPA rules have to be followed. The Center Run watershed is at capacity. You can't discharge water above the rules. The retention/detention requirements will have to be met, which is possible. On some sites, they are seeing improvement post construction versus a cornfield.

Starr asked if there would be an HOA. Wallace didn't think there was any discussion of an HOA at this time.

Hawkins asked who would be responsible for the green space and ponds. Broeren said this development will require a private stormwater system. He asked Wallace what plans the developer has for the maintenance and upkeep of that. Wallace said that would best be answered by the site engineer. Ball advised him to look up 920.24.

Salyers asked if the development would include parks, trails, and green space. Wallace said yes, as it is currently drawn, there is some open green space planned along with tree lined streets. Starr noted sidewalks are indicated.

Salyers asked if the streets and sidewalks would be public or private. Wallace said public.

Salyers asked if the project would be built in phases or all at once. Wallace said he believes it will be built in 2 phases as indicated - lots 1-72 in phase 1, then lots 73-101 in phase 2.

Ball noted 2 stormwater ponds in phase 1 and 1 stormwater pond in phase 2, while a different drawing showed a different number of ponds. Wallace said the latest version has 3 ponds.

Starr asked about the expected population of school age children. Wallace said they anticipate with 101 homes, somewhere in the neighborhood of 1.5 - 2 children per residence.

Swallow asked if this is projected to be multi-generational housing, or senior housing, or starter housing. Wallace views it as starter homes.

Swallow said he assumes the cost of the site work, sidewalks, and green space will be covered by the Developer. Wallace said that is correct.

Starr asked how this project will be different from this developer's project in Crestline. Wallace said he was not involved with that project. Clint would be able to speak more to that issue.

Ball asked if the Commission had any comments on the street names. Broeren said depending

on how the connections are made to other roads, those existing roads may dictate the naming. Starr said there is a critical user in the area that has been begging for another mode of egress from their business.

Ellsworth questioned the difference in drawings submitted, one showing 2 ponds and green space whereas the other drawing shows 3 ponds and no green space. The iteration with 2 ponds and green space was replaced with the version with 3 ponds. The green space was moved from between the lots separated by the phase line to the south side property line and noted as open space.

Salyers posed two additional questions, who will pay for necessary utility upgrades and how will police, fire, EMS, and KCH handle increased demand. Salyers said while KCH is their own entity, the City is in constant contact with their leadership to keep them aware of development, in addition to Knox Public Health. Police, fire, and EMS departments have been growing as needed to meet the demands of the service area. With regard to utility upgrades, growth pays for growth. A TIF and NCA are tools for funding the growth and not burdening the taxpayer. Salyers went on to say, a private stormwater utility will be required if there isn't going to be an HOA. Exercising these tools keeps the cost of housing down and it does not put a burden on the existing tax base.

Salyers said a question was posed about the delay of Intel and if there is still an urgency to build now. Every recent development has had demand for housing before it is completed. Wallace said this development does not depend on Intel. Central Ohio is still behind on housing starts. There is still a tremendous demand for housing in Central Ohio and is expected to continue with or without Intel.

Salyers mentioned housing prices are driven by supply and demand, urging everyone to keep that in mind when starter homes are \$400,000.

Ellsworth asked if the lots would be sold with or without a house built on it first. Wallace said the plan is to sell the lots to the builder and likely not to the home owner.

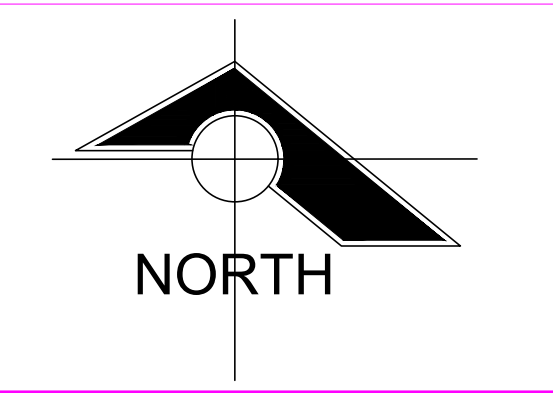
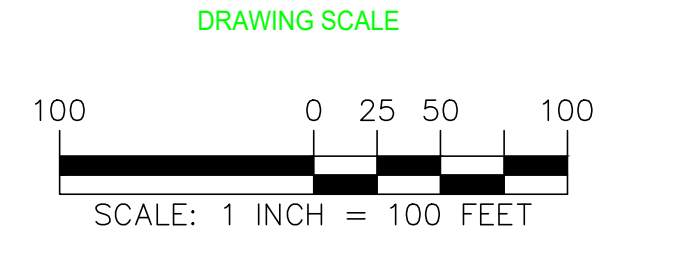
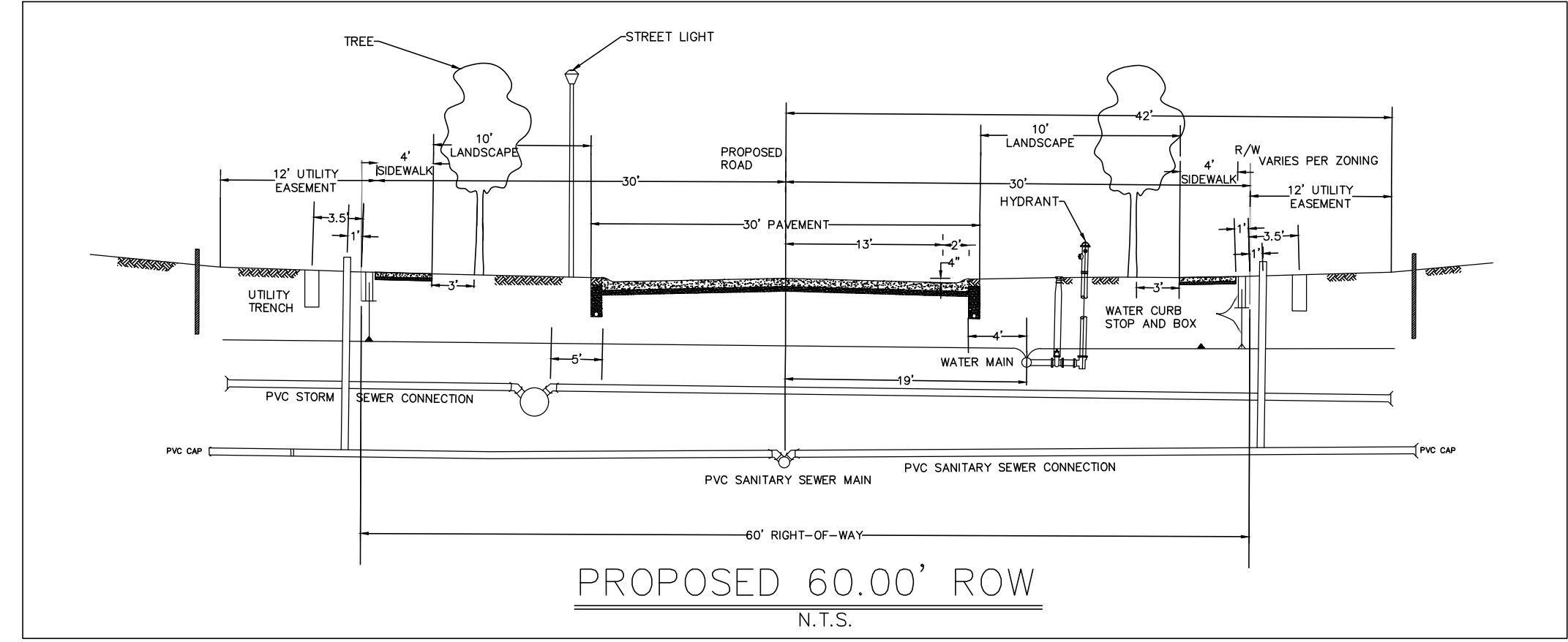
Starr recapped items that need to be addressed: trees, stormwater, stormwater assessment, transportation plan, screening.

Ball asked, what is the next step. Starr said once those outlined items are corrected the application for a major subdivision will be presented to the MPC during a public hearing which will include public comment. Clarification is needed whether the MPC will provide a recommendation to City Council or the MPC has final approval.

Wallace said his team would work with the engineer to address those concerns and questions.

**SITE DATA TABLE**

<b>SITE AREA</b>	
TOTAL SITE AREA:	1738732 SQ.FT (39.92 AC)
DEVELOPMENT AREA:	1581462 SQ.FT (36.31 AC)
<b>FLOOD_ZONE</b>	
ZONE X:	FEMA MAP 39083C0189D REV 07/07/2029
<b>ZONING</b>	
R-1	
<b>FUTURE LAND USE</b>	
SINGLE FAMILY USE	
<b>EXISTING USE</b>	
VACANT	
<b>BUILDINGS</b>	
SINGLE FAMILY:	107 UNITS



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER PREPARING THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

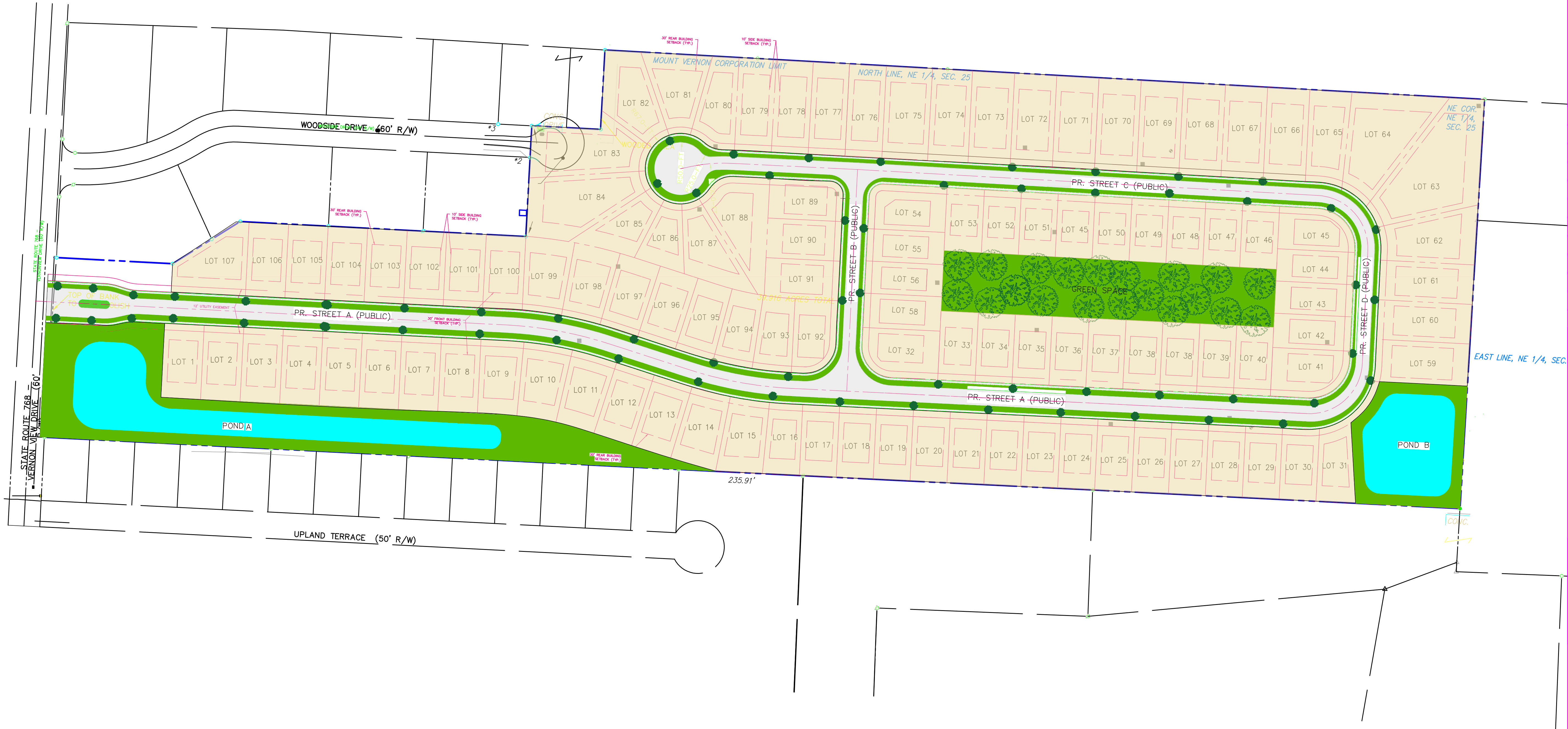
REVISIONS		
Date	Description	No.

CLIENT  
**ARISTA VILLAS MOUNT VERNON, LLC**

PROJECT  
**ARISTA VILLAS**

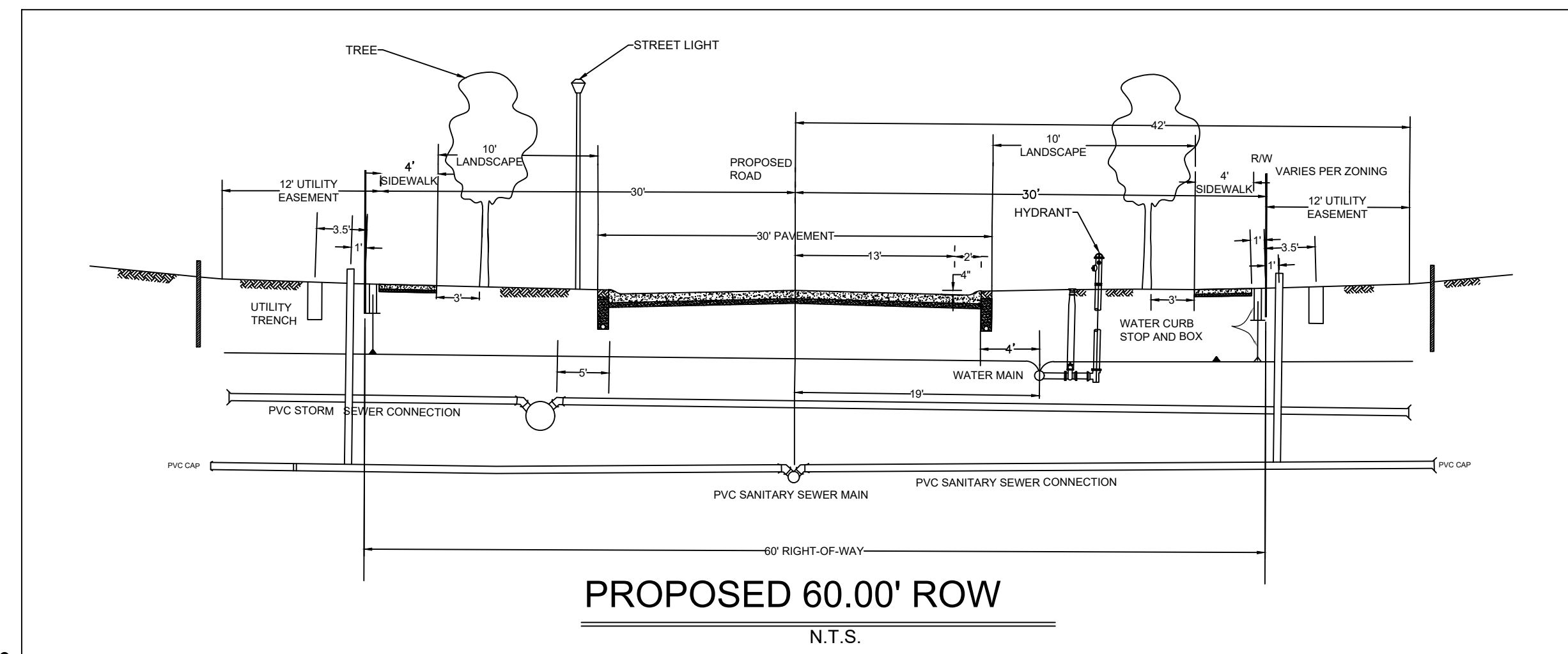
MOUNT VERNON, OHIO  
VERNONVIEW DRIVE  
SHEET TITLE  
**CONCEPTUAL SITE PLAN**

PROJECT NO. 230031	SHEET NO. <b>CP01</b>
DATE	
Drawn By	
Checked By	



**LEGENDS**

- PROPERTY LINE
- ROW LINE
- EASTMENT LINE
- BUILDING SET BACK
- TREE
- STANDARD DUTY ASPHALT
- CONCRETE SIDE WALK



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**REVISIONS**

Date	Description	No.

**CLIENT**

**ARISTA VILLAS MOUNT VERNON, LLC**

**PROJECT**

**ARISTA VILLAS**

**PHASE LINE**

WOODEN AREA TO BE DEMOLISH

**ARISTA VILLAS MOUNT VERNON, LLC**

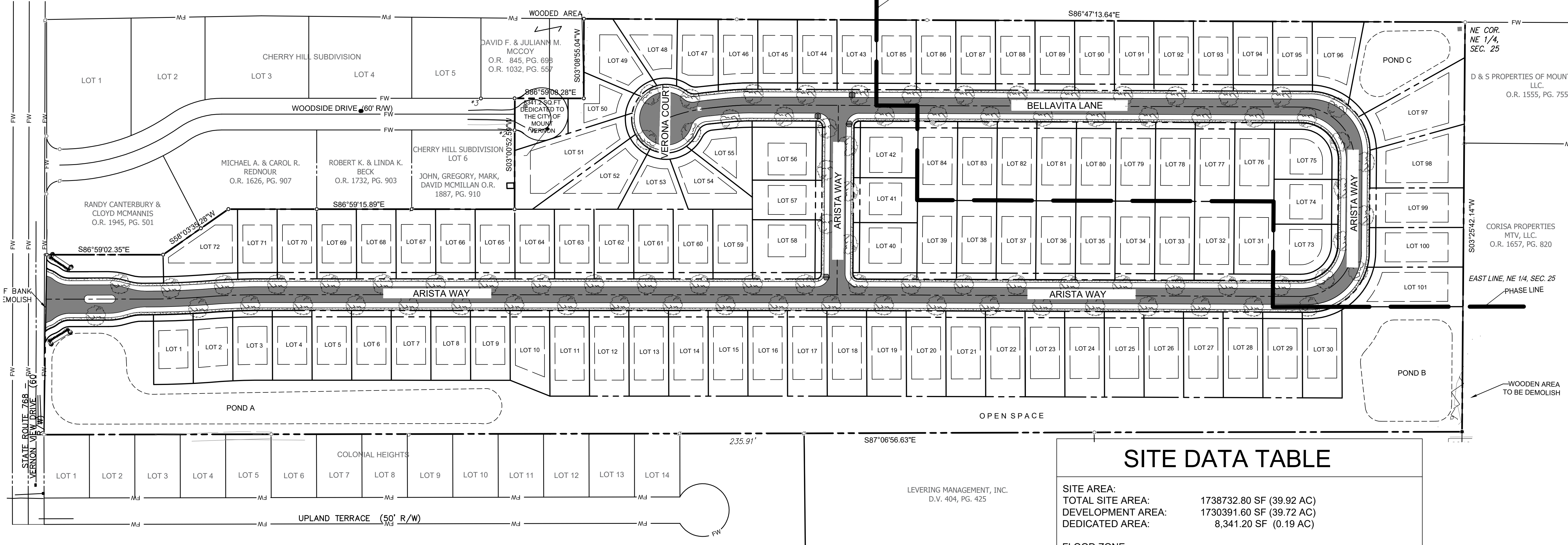
VERNONVIEW DRIVE OHIO

**PRELIMINARY PLAT-OVERALL SITE PLAN**

PROJECT NO.	SHEET NO.
DATE	CP01
2025-07-24	
Drawn By	
Checked By	

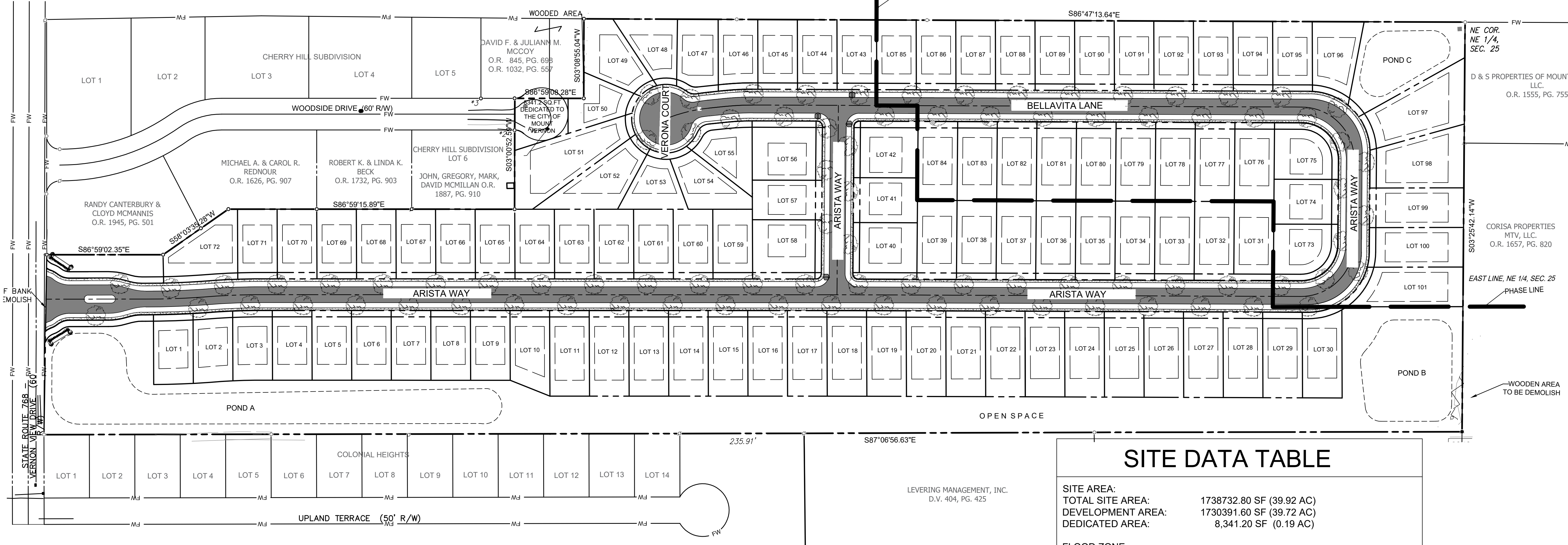
**SITE DATA TABLE**

SITE AREA:	
TOTAL SITE AREA:	1738732.80 SF (39.92 AC)
DEVELOPMENT AREA:	1730391.60 SF (39.72 AC)
DEDICATED AREA:	8,341.20 SF (0.19 AC)
FLOOD ZONE:	
ZONE X- FEMA MAP 39083C0189D REV. 07/07/2009	
ZONING:	
R-1	
FUTURE LAND USE:	
SINGLE FAMILY USE	
EXISTING USE:	
VACANT	
PHASE 1- 72 UNITS	
LOT 1 - LOT 72	
PHASE 2- 29 UNITS	
LOT 73- LOT 101	
SINGLE- FAMILY LOT CRITERIA:	
MINIMUM DEPTH:	120'
MINIMUM FRONTAL WIDTH:	75'
MINIMUM FRONTAL WIDTH FOR CURB	40'
SETBACKS	
FRONT	30'
REAR	30'
SIDE	10'
UTILITY EASEMENT	12'
ROAD RIGHT OF WAY	60'
PAVEMENT	30'
SIDE WALK	4'
LANDSCAPE	10'



**LEGENDS**

- PROPERTY LINE
- ROW LINE
- EASTMENT LINE
- BUILDING SET BACK
- TREE
- STANDARD DUTY ASPHALT
- CONCRETE SIDE WALK



**CLIENT**

**ARISTA VILLAS MOUNT VERNON, LLC**

**PROJECT**

**ARISTA VILLAS**

VERNONVIEW DRIVE OHIO

**PRELIMINARY PLAT-OVERALL SITE PLAN**

PROJECT NO.	SHEET NO.
DATE	CP01
2025-07-24	
Drawn By	
Checked By	



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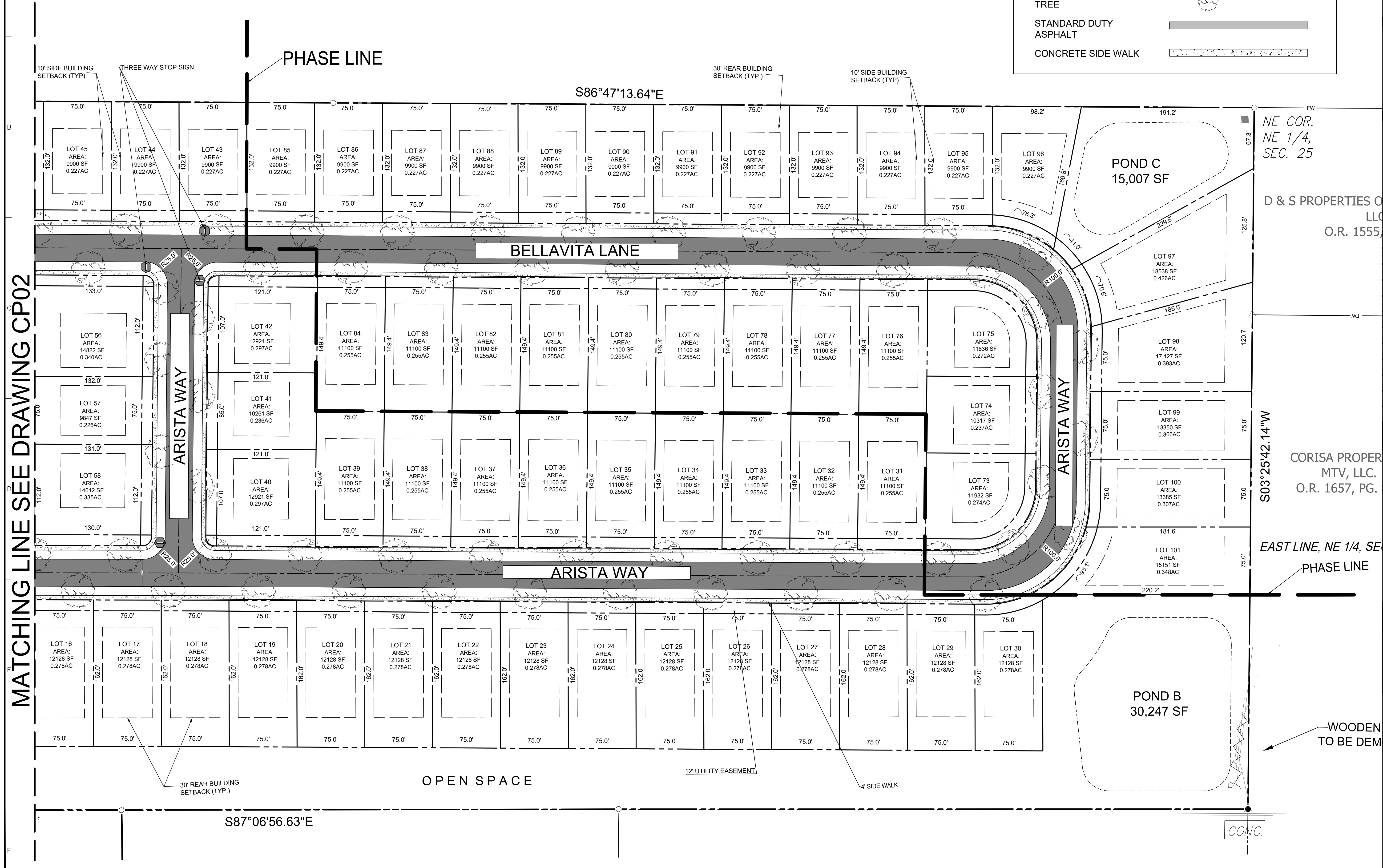
50 0 25 50  
SCALE: 1 INCH = 50 FEET

DRAWING SCALE

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### LEGENDS

- PROPERTY LINE
- ROW LINE
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- TREE
- STANDARD DUTY ASPHALT
- CONCRETE SIDE WALK



SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
PROFESSIONAL STATE LIC. No. \_\_\_\_\_

REVISIONS

Date	Description	No.

CLIENT  
**ARISTA VILLAS MOUNT VERNON, LLC**

PROJECT  
**ARISTA VILLAS**  
VERNONVIEW DRIVE OHIO

SHEET TITLE  
**PRELIMINARY PLAT-OVERALL SITE PLAN**

PROJECT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

DATE  
2025-07-24

Drawn By \_\_\_\_\_

Checked By \_\_\_\_\_

**CP03**

MATCHING LINE SEE DRAWING CP02

Attachment: ARISTA VILLA PROJECT- PRELIM PLAT SUBMITTAL (4271 - 2025-Mpc-05)

SCALE: 1 INCH = 100 FEET  
DRAWING SCALE

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SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
PROFESSIONAL STATE LIC. No. \_\_\_\_\_

REVISIONS		
Date	Description	No.

CLIENT  
**ARISTA VILLAS  
MOUNT VERNON, LLC**

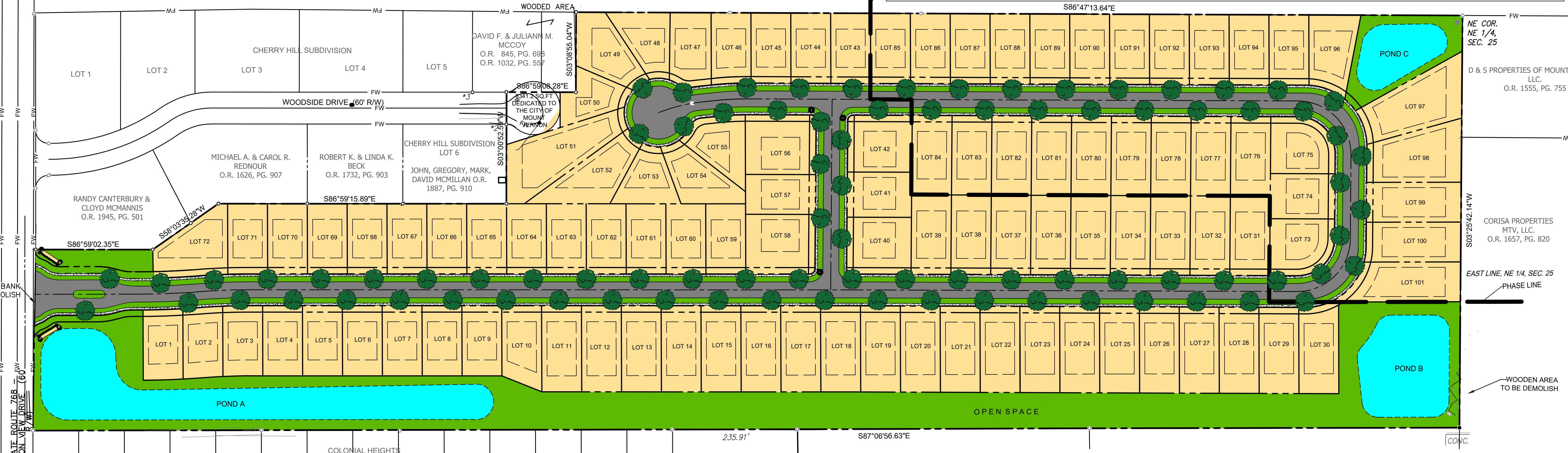
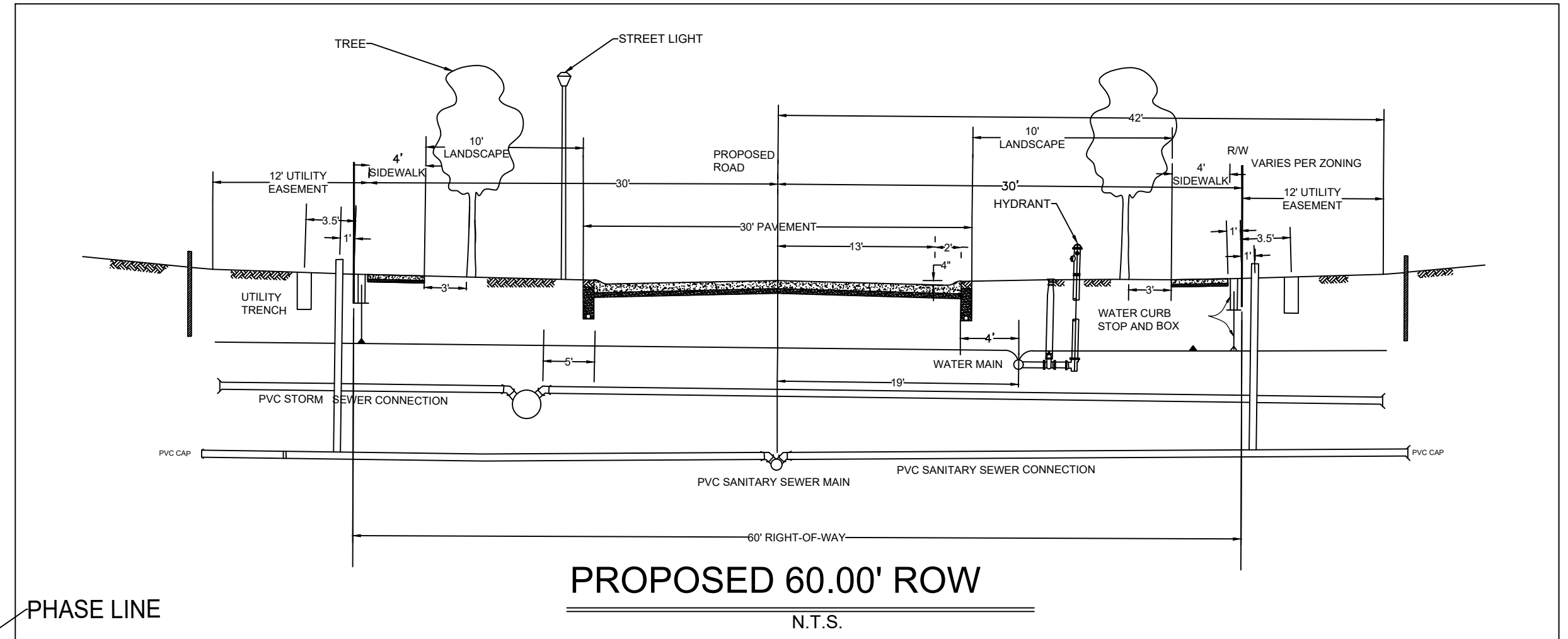
PROJECT  
**ARISTA VILLAS**  
MOUNT VERNON VERNONVIEW DRIVE OHIO

SHEET TITLE  
**PRELIMINARY PLAT-  
OVERALL SITE PLAN**

PROJECT NO.	SHEET NO.
DATE 2025-07-24	<b>CP04</b>
Drawn By	
Checked By	

# LEGENDS

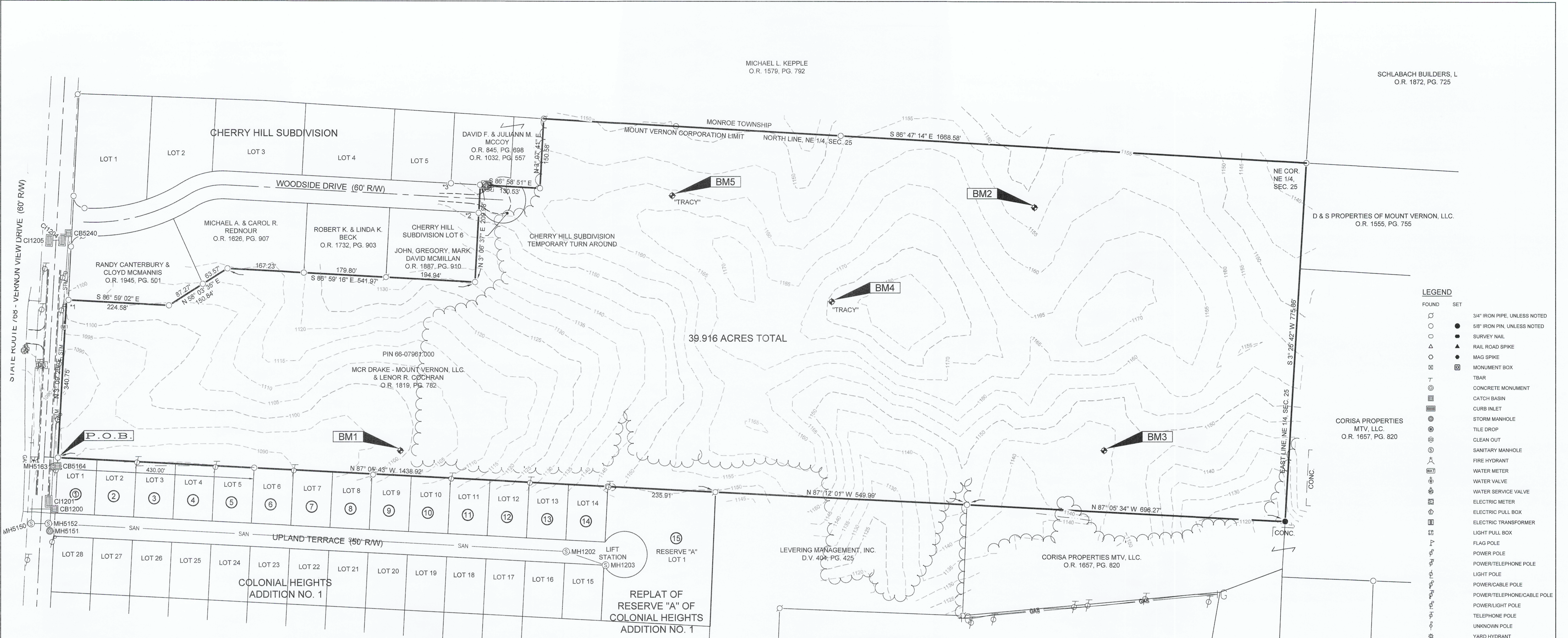
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MINIMUM FRONTAL WIDTH FOR CURB	40'	SIDE WALK	4'
SETBACKS		LANDSCAPE	10'
FRONT	30'		
REAR	30'		
SIDE	10'		
UTILITY EASEMENT	12'		

Attachment: ARISTA VILLA PROJECT- PRELIM PLAT SUBMITTAL (4271 - 2025-Mpc-05)



**LEGEND**

FOUND	SET	DESCRIPTION
○	○	3/4" IRON PIPE, UNLESS NOTED
○	●	5/8" IRON PIN, UNLESS NOTED
○	○	SURVEY NAIL
△	▲	RAIL ROAD SPIKE
○	●	MAG SPIKE
□	□	MONUMENT BOX
T	T	TBAR
⊙	⊙	CONCRETE MONUMENT
⊙	⊙	CATCH BASIN
⊙	⊙	CURB INLET
⊙	⊙	STORM MANHOLE
⊙	⊙	TILE DROP
⊙	⊙	CLEAN OUT
⊙	⊙	SANITARY MANHOLE
⊙	⊙	FIRE HYDRANT
⊙	⊙	WATER METER
⊙	⊙	WATER VALVE
⊙	⊙	WATER SERVICE VALVE
⊙	⊙	ELECTRIC METER
⊙	⊙	ELECTRIC PULL BOX
⊙	⊙	ELECTRIC TRANSFORMER
⊙	⊙	LIGHT PULL BOX
⊙	⊙	FLAG POLE
⊙	⊙	POWER POLE
⊙	⊙	POWER/TELEPHONE POLE
⊙	⊙	LIGHT POLE
⊙	⊙	POWER/CABLE POLE
⊙	⊙	POWER/TELEPHONE/CABLE POLE
⊙	⊙	POWER/LIGHT POLE
⊙	⊙	TELEPHONE POLE
⊙	⊙	UNKNOWN POLE
⊙	⊙	YARD HYDRANT
⊙	⊙	GUY WIRE
⊙	⊙	SIGN
⊙	⊙	CABLE BOX
⊙	⊙	TELEPHONE BOX
⊙	⊙	TELEPHONE LINE MARKER
⊙	⊙	GAS METER
⊙	⊙	GAS MARKER
⊙	⊙	GAS VALVE
⊙	⊙	GAS SERVICE VALVE
⊙	⊙	MAIL BOX
⊙	⊙	TREE
⊙	⊙	EVERGREEN TREE
⊙	⊙	SHRUB
⊙	⊙	STUMP
— SAN —	— SAN —	SANITARY SEWER
— STM —	— STM —	STORM SEWER
— E —	— E —	ELECTRIC LINE
— W —	— W —	WATER LINE
— T —	— T —	TELEPHONE LINE
— CTV —	— CTV —	CABLE TV LINE
— GAS —	— GAS —	GAS LINE
— X —	— X —	FENCE
~~~~~	~~~~~	TREE LINE

OWNERS	OWNERS	EXISTING STORM INVERTS
1 JENNIFER L. CLINE O.R. 1138, PG. 424	10 MARC E. SLESSINGER TRUSTEE O.R. 1058, PG. 540	CB1200 T.C. 1079.380 INV. 4" RCP = 1077.58 (N) INV. 12" RCP = 1075.23 (W)
2 DOUGLAS J. & LISA L. VAN NEST O.R. 1583, PG. 49	11 RONALD C. & SUSAN M. HOMAN O.R. 1669, PG. 478	CI1201 T.C. 1080.935 INV. 12" RCP = 1075.73 (E)
3 PAUL D. & MARCELLA E. PHILLIPS O.R. 1372, PG. 137	12 PATESHA T. MCCORD O.R. 1503, PG. 616	CI1204 T.C. 1089.148 INV. 8" RCP = 1086.44 (NE) INV. 12" RCP = 1088.14 (W)
4 ROBERT A. HIGGINS O.R. 1626, PG. 641	13 DONALD J. & SHARON R. MATOLYAK D.V. 439, PG. 701	CI1205 T.C. 1089.142 INV. 12" RCP = 1086.34 (E)
5 ARTHUR E. & KAY J. HENRY O.R. 1193, PG. 717	14 TIM J. & VICKIE L. WILLIAMS D.V. 489, PG. 215	MH5151 T.C. 1077.550 INV. 20" RCP = 1072.05 (E) INV. 24" RCP = 1071.55 (N) INV. 30" RCP = 1071.35 (S)
6 NINA J. DOLICK O.R. 363, PG. 433	15 SUSAN M. TURNER TRUSTEE O.R. 1795, PG. 602	MH5163 T.C. 1084.983 INV. 24" RCP = 1076.98 (E) INV. 24" RCP = 1076.83 (N) INV. 24" RCP = 1076.83 (S)
7 ANDREW D. & DANA J. ENGELL O.R. 1654, PG. 478		
8 JAMES P. CRESQUILLO TRUSTEE O.R. 1637, PG. 442		
9 CARMEN S. DIXON O.R. 1629, PG. 645		

**BENCHMARKS**

BENCHMARK #1 - TOP OF 1/2" IRON PIN SET WITH YELLOW PLASTIC CAP.  
N-268890.11  
E-1981358.99  
ELEV. 1098.59

BENCHMARK #2 - TOP OF 1/2" IRON PIN SET WITH YELLOW PLASTIC CAP.  
N-269416.50  
E-1982743.89  
ELEV. 1152.67

BENCHMARK #3 - TOP OF 1/2" IRON PIN SET WITH YELLOW PLASTIC CAP.  
N-268892.52  
E-1982895.85  
ELEV. 1144.34

BENCHMARK #4 - TOP OF PIN FOUND WITH YELLOW CAP MARKED "TRACY".  
N-269441.80  
E-1982301.05  
ELEV. 1176.68

BENCHMARK #5 - TOP OF PIN FOUND WITH YELLOW CAP MARKED "TRACY".  
N-269441.80  
E-1981952.60  
ELEV. 1161.96

**REFERENCES**

\*1 S 86°59'02" E ~ 4.37'  
\*2 S 39°03'31" W ~ 0.54'  
\*3 S 40°15'15" W ~ 0.22'

**EXISTING SANITARY INVERTS**

MH1202  
T.C. 1138.676  
INV. 10" CLAY = 1130.27 (E)  
INV. 10" CLAY = 1130.07 (W)

MH1203  
LIFT STATION  
T.C. 1140.017

MH5150  
T.C. 1079.532  
INV. 10" CLAY = 1071.13 (E)  
INV. 10" CLAY = 1070.93 (N)

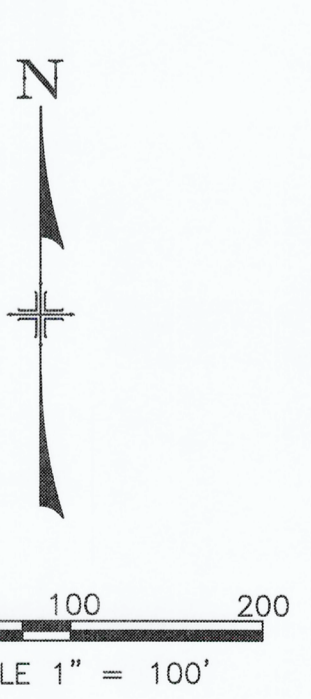
MH5152  
T.C. 1078.577  
INV. 10" CLAY = 1069.87 (W)  
INV. 10" CLAY = 1068.07 (E)  
INV. 10" CLAY = 1067.77 (S)

**SURVEY REFERENCES**

CHERRY HILL SUB-DIVISION  
COLONIAL HEIGHTS ADDITION  
PLAT CAB. C, SLIDE 127

SURVEYS:

F-306	S-117
U-719	U-813
F-445	U-719
D-322	V-318
K-278	V-198
W-050	W-050
I-676	MTVERN-053
M-667	MTVERN-054
M-669	MTVERN-060
O-039	MONROE-103



**NOTES**

- ALL IRON PINS SET ARE 5/8" x 30" LONG REINFORCING RODS WITH YELLOW PLASTIC CAPS STAMPED "MAKEEVER & ASSOC." UNLESS OTHERWISE NOTED.
- BEARINGS SHOWN HEREON ARE BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, (NAD83 2011).
- THE PROPERTY SHOWN HEREON THIS PLAT OF SURVEY IS SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD. THIS SURVEY IS NOT INTENDED TO SHOW EASEMENTS AFFECTING THE PROPERTY.
- ELEVATIONS SHOWN HEREON ARE BASED UPON THE OHIO DEPARTMENT OF TRANSPORTATION VRS - VIRTUAL REFERENCE SYSTEM, (NAV88 GEIOD18A)
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON O.U.P.S. MARKINGS AND EXISTING CONSTRUCTION PLANS. ALL UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED FOR EXTENTS AND ACCURACY. OUPS REFERENCE NUMBER A304-602-903, A304-700-984, A304-701-101

ISAAC L. KING, P.S.  
PROFESSIONAL SURVEYOR NO. 8318  
DATE: 3-27-2023

EASEMENT REFERENCE			REVISIONS			
City's No.	County Recorder Volume Page	Grantor	No.	Description	Approval	Date
				AS BUILT		

Plans Prepared By:

**DESCRIPTION**

BEING PART OF THE NORTHEAST QUARTER, SECTION 25, QUARTER 3, TOWNSHIP 7 NORTH, RANGE 12 WEST, OF THE US MILITARY LANDS, CITY OF MOUNT VERNON, KNOX COUNTY, OHIO.

ENG. FILE NO. \_\_\_\_\_  
IMP. ACCT. NO. \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_  
COMPLETION DATE \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_

**TOPOGRAPHIC SURVEY FOR:**  
**THE BROOKES GROUP**  
**MT. VERNON, KNOX COUNTY, OHIO**

Scale : Horiz. = 1" = 100'  
Vert. = NONE  
Original Sheet Size = 24"x36"  
Date : 3-1-2023

Sheet No. : 1 OF 2  
S:\2022\226  
Dwg. No. : 2022-226 Topo Ground