



Municipal Planning Commission
Regular Meeting

Agenda

September 11, 2025
4:00 PM

VIDEO BROADCASTING/RECORDING

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CALL TO ORDER

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Aug 14, 2025 4:00 PM

MPC ITEMS

- 2025-MPC-04 : Liberty Crossing Major Subdivision Phase 1 Final Plat
- 2025-MPC-08 : 601 W Chestnut ST - PD Site Development

ADJOURN



Municipal Planning Commission Meeting: 09/11/25 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 # 4270)

DOC ID: 4270

2025-MPC-04 : LIBERTY CROSSING MAJOR SUBDIVISION PHASE 1 FINAL PLAT

Per Codified Ordinance 1103.10 a request for major subdivision final plat has been submitted for review by the Municipal Planning Commission.

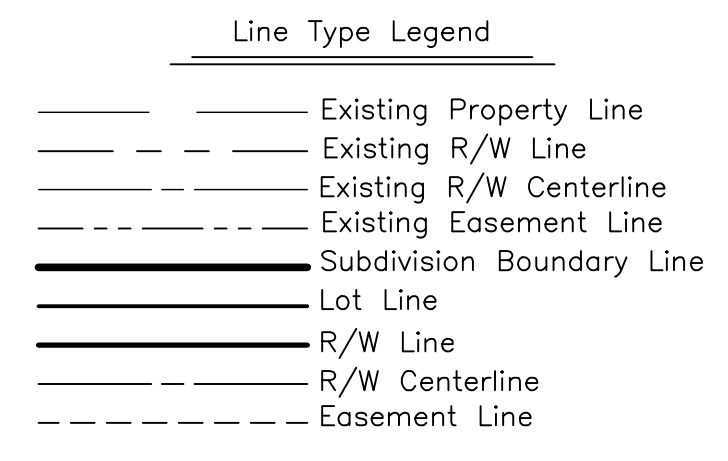
Description of Request: The Final Plat for Liberty Crossing Phase 1 subdivision has been submitted for review and approval.

LIBERTY CROSSING PHASE 1

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	13°01'44"	500.00'	113.70'	N 72°07'17" E	113.45'
C2	4°45'53"	500.00'	41.58'	S 08°58'54" E	41.57'
C3	28°03'21"	500.00'	244.83'	N 20°37'39" W	242.39'
C4	14°14'46"	500.00'	124.32'	S 71°30'46" W	124.00'
C5	16°24'57"	500.00'	143.26'	N 72°35'52" E	142.77'
C6	82°22'24"	500.00'	718.84'	S 58°00'28" E	658.51'
C7	98°47'21"	500.00'	862.10'	S 66°12'56" E	759.21'
C8	3°29'33"	700.00'	42.67'	N 11°08'23" W	42.66'
C9	32°02'18"	400.00'	223.67'	S 00°48'07" E	220.77'
C10	90°31'15"	75.00'	118.49'	N 69°07'57" W	106.55'
C11	13°01'44"	530.00'	120.52'	N 72°07'17" E	120.26'
C12	14°14'46"	470.00'	116.86'	S 71°30'46" W	116.56'
C13	23°31'16"	530.00'	23.63'	N 65°40'01" E	23.63'
C14	5°40'24"	530.00'	52.48'	N 69°46'51" E	52.46'
C15	5°40'24"	530.00'	52.48'	N 75°27'15" E	52.46'
C16	5°40'24"	530.00'	52.48'	N 81°07'39" E	52.46'
C17	5°40'24"	530.00'	52.48'	N 86°48'03" E	52.46'
C18	5°40'24"	530.00'	52.48'	S 87°31'33" E	52.46'
C19	5°40'24"	530.00'	52.48'	S 81°51'09" E	52.46'
C20	5°40'24"	530.00'	52.48'	S 76°10'45" E	52.46'
C21	46°29'01"	530.00'	429.99'	S 50°06'03" E	418.29'
C22	5°40'24"	530.00'	52.48'	S 24°01'20" E	52.46'
C23	4°21'52"	530.00'	40.37'	S 19°00'12" E	40.36'
C24	2°16'17"	430.00'	17.05'	S 15°41'07" E	17.05'
C25	7°22'24"	430.00'	55.34'	S 10°51'47" E	55.30'
C26	22°23'36"	430.00'	168.06'	S 4°01'13" W	166.99'
C27	96°37'51"	20.00'	33.73'	S 56°54'06" W	29.87'
C28	20°54'27"	370.00'	135.02'	S 01°52'03" E	134.27'
C29	4°29'59"	370.00'	29.06'	S 14°34'16" E	29.05'
C30	4°30'54"	470.00'	37.04'	S 19°04'43" E	37.03'
C31	8°11'32"	470.00'	67.20'	S 25°25'56" E	67.14'
C32	8°11'32"	470.00'	67.20'	S 33°37'28" E	67.14'
C33	9°41'20"	470.00'	79.48'	S 42°33'53" E	79.38'
C34	9°19'04"	470.00'	76.43'	S 52°04'05" E	76.35'
C35	8°56'18"	470.00'	73.32'	S 61°11'46" E	73.25'
C36	8°11'32"	470.00'	67.20'	S 69°45'41" E	67.14'
C37	8°11'32"	470.00'	67.20'	S 77°57'12" E	67.14'

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C38	10°44'32"	470.00'	88.12'	S 87°25'14" E	87.99'
C39	96°36'07"	20.00'	33.72'	N 38°54'27" E	29.87'
C40	96°09'25"	20.00'	33.57'	S 57°28'19" E	29.76'
C41	9°45'09"	470.00'	80.00'	N 69°34'24" E	79.90'
C42	0°18'26"	470.00'	2.52'	N 64°32'36" E	2.52'
C43	9°37'58"	530.00'	89.11'	S 71°33'43" W	89.00'
C44	87°44'33"	20.00'	30.63'	N 32°30'26" E	27.72'
C45	4°28'18"	530.00'	41.36'	S 09°07'42" E	41.35'
C46	0°17'34"	530.00'	2.71'	S 06°44'45" E	2.71'
C47	4°30'58"	470.00'	37.05'	N 08°51'27" W	37.04'
C48	7°50'48"	470.00'	64.37'	N 15°02'20" W	64.32'
C49	7°50'48"	470.00'	64.37'	N 22°53'07" W	64.32'
C50	7°50'48"	470.00'	64.37'	N 30°43'55" W	64.32'
C51	5°24'47"	530.00'	50.07'	N 30°10'57" W	50.05'
C52	5°24'47"	530.00'	50.07'	N 24°46'10" W	50.05'
C53	5°24'47"	530.00'	50.07'	N 19°21'24" W	50.05'
C54	5°24'47"	530.00'	50.07'	N 13°56'37" W	50.05'
C55	4°38'15"	530.00'	42.90'	N 08°55'06" W	42.89'
C56	4°45'53"	470.00'	39.08'	S 08°58'54" E	39.07'
C57	90°00'00"	20.00'	31.42'	S 56°21'51" E	28.28'
C58	7°36'12"	470.00'	62.37'	N 74°50'03" E	62.32'
C59	3°29'33"	670.00'	40.84'	N 11°08'23" W	40.83'
C60	1°11'54"	730.00'	15.27'	N 09°59'33" W	15.27'
C61	44°06'47"	147.50'	113.56'	S 52°43'35" E	110.78'
C62	70°14'06"	120.00'	147.10'	N 39°39'56" W	138.06'
C63	89°59'22"	50.00'	78.53'	S 12°56'01" W	70.70'
C64	1°49'04"	410.40'	13.02'	N 34°47'04" W	13.02'
C65	12°59'32"	210.34'	47.70'	S 40°22'18" E	47.59'
C66	2°39'33"	163.39'	78.67'	N 33°04'27" W	77.91'
C67	16°19'32"	313.37'	89.29'	N 11°07'05" W	88.99'
C68	1°06'34"	278.06'	5.38'	S 02°24'01" E	5.38'
C69	2°39'33"	278.06'	12.91'	S 00°30'57" E	12.90'
C70	23°56'49"	37.07'	15.49'	S 11°09'35" E	15.38'
C71	30°59'28"	37.07'	20.05'	S 78°06'38" E	19.81'
C72	5°54'40"	568.17'	58.62'	S 89°20'58" W	58.59'
C73	74°05'23"	60.00'	77.59'	N 55°15'37" E	72.29'

- Ⓐ Δ=1°45'58" R=530.00'
Arc=16.34'
ChBrg=S33°46'20"E
Ch=16.34'
- Ⓑ Δ=5°25'33" R=470.00'
Arc=44.51'
ChBrg=N68°19'11"E
Ch=44.49'
- Ⓒ Δ=89°28'45" R=75.00'
Arc=117.13'
ChBrg=N20°52'03"E
Ch=105.58'
- Ⓓ Δ=90°00'00" R=20.00'
Arc=31.42'
ChBrg=S29°46'59"E
Ch=28.28'



LIBERTY CROSSING MDG LLC
D.B. 2056, P. 769



NOTE "A" - ACREAGE BREAKDOWN:

Total acreage	50.452 Ac.
Acreage in Reserve "A"	31.298 Ac.
Acreage in lots	13.300 Ac.
Acreage in rights-of-way	5.854 Ac.

NOTE "B" - ACREAGE BREAKDOWN: Liberty Crossing Phase I is out of the following Knox County Parcel Number:

6600501000	50.452 Ac.
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NOTE "C": At the time of platting, part of Reserve "A" is within Zone "AE" Floodway, (the channel of the stream plus any adjacent floodplain area that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increase in flood heights) and Zone AE (Area of 1% annual chance flood with Base Flood Elevations determined), parts of Reserve "A" and lots 125 to 135 are within Zone "X"(Shaded) (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) the remainder of Liberty Crossing Phase I is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, Community-Panel Numbers 39083C0326D for Knox County, Ohio and incorporated areas, with an effective date of July 7, 2009.

NOTE "D": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "E": The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflict limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "F" - RESERVE "A": Reserve "A", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in Liberty Crossings subdivisions for the purpose of open space, the maintenance of storm water facilities, and the maintenance of the multi-use paths.

NOTE "G": At the time of platting, electric, cable and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information desired about Liberty Crossing Phase I or any part thereof can be acquired by a competent examination of the then current public records, including those in the Knox County Recorder's Office.

2/24/2024 10:48:00 AM (C:\WORKSPACE\LIBERTY CROSSING PHASE 1\LIBERTY CROSSING PHASE 1 - PLOT PLAN - PHASE 1.DWG) plotted by JIMASTON on 7/30/2024 7:58:34 AM
 User: JIMASTON Job: 2024-048-VS-PLAT-PHS-1-2
 File: 2024-048-VS-PLAT-PHS-1-2.dwg

Attachment: 2024-048-VS-PLAT-PHS-1-2 (4270 : 2025-Mpc-04)

LIBERTY CROSSING

MOUNT VERNON, OHIO

MASTER PROPERTY OWNERS' ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

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Attachment: Liberty Crossing HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

LIBERTY CROSSING

MOUNT VERNON, OHIO

LIBERTY CROSSING MASTER PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Property Owners Association Deed Declaration, Restrictions and Bylaws (the “Declaration”) is made on or as of this ___ day of _____ by MDG Liberty Crossing, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the “Declarant”). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

A. The Declarant has assembled, planned and zoned a residential planned mixed-use community known as “Liberty Crossing” that generally encompasses the geographic area depicted on the attached Exhibit A, located in Mount Vernon, Ohio (“Liberty Crossing”).

B. Liberty Crossing includes and encompasses real property currently owned by the Declarant.

C. The Declarant desires to develop Liberty Crossing into a high-quality, comprehensively planned, mixed-use community to consist of residential subdivisions, including, without limitation, single family home subdivision, multi-family home subdivision and condominium subdivision, and open spaces, and to restrict the use and occupancy of Liberty Crossing for the protection and benefit of all future owners thereof.

D. As provided for herein the Declarant deems it desirable to establish a property owners association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Liberty Crossing, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential, multi-family and condominium regimes created within Liberty Crossing, and for the purposes of addressing conditions and circumstances unique to single-family residential, multi-family and condominium regimes created within Liberty Crossing.

E. To further the residential development of Liberty Crossing and the separate subdivisions and condominium regimes therein, the Declarant hereby declares that the real property described on the attached EXHIBIT A hereto, subject to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

F. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Declaration all others claiming under or through them.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Liberty Crossing described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Declarant reserves the right, but not the obligation, to subject additional Residential Parcels located within or adjacent to Liberty Crossing to this Declaration.

The Declarant hereby declares that all Residential Parcels located in Liberty Crossing encumbered by this Declaration are a “planned community”, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Liberty Crossing encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Master Property Owners Association shall be created solely for all Lots within Liberty Crossing encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization. In or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

Annual Assessment - the amount to be paid to the MPO Association by each Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

A. Architectural Control.

The Architectural Control created, governed and operated as provided in Article V hereof, consisting of the Declarant having the power and authority to establish and enforce development and architectural standards governing the development and architectural details of Liberty Crossing.

B. Assessments.

Collectively referring to Annual Assessments, Parcel Assessments, and Special Assessments.

C. Common Expenses.

All expenses incurred by the MPO Association in connection with its ownership, lease and/or maintenance of the Common Open Space Property, maintenance of property other than Common Open Space Property as provided herein, real estate taxes and assessments, if any, attributable to the Common Open Space Property, utilities for the Common Open Space Property or consumed in furtherance of the MPO Association's duties and obligations, and all costs and expenses incurred by the MPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration.

D. Condominium or Condominium Parcel.

The portions of Residential Parcels designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Condominium Parcel and their respective undivided interests in related common elements are referred to as Units. Condominium and Condominium Parcels shall not include condominium regimes designed solely for condominium ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

E. Condominium Association.

A condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

F. Declarant.

MDG LIBERTY CROSSING, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties, and obligations under this by a written instrument.

G. Directors.

Those natural Persons appointed or elected to the MPO Board of the MPO Association as provided in Article IV Paragraph E hereof and the MPO Bylaws of the MPO Association.

H. Lot.

A discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Liberty Crossing, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel, the Common Open Space Property, and any Property dedicated for public use.

I. Member.

Any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

J. Multi-Family Parcel.

A legally separate tax parcel created or subdivided within Liberty Crossing on which residential apartment units are to be developed and constructed, other than Condominium Units.

K. Operating Fund and Reserve Fund.

Respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the MPO Association and establishing reserves for capital expenditures thereof.

L. Parcel Assessment.

An assessment that the MPO Board may levy against one or more Residential Parcels to reimburse the MPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Architectural Control, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the MPO Board.

M. Person.

A natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

N. Common Open Space Property.

All real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Liberty Crossing to be owned and/or maintained by the MPO Association or an RPO Sub-Association. Common Open Space Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the MPO Association is responsible under the terms of this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the MPO Association is bound.

O. Residential Development Phase.

A subdivided portion of Liberty Crossing, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

P. Residential Parcel.

Means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

Q. Residential Property.

All portions of Liberty Crossing that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels.

R. Residential Property Owner.

The record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

S. Master Property Owners Association or MPO Association.

Liberty Crossing Master Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Common Open Space Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named Liberty Crossing Master Property Owners Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

T. MPO Articles and MPO Articles of Incorporation.

The articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the MPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

U. MPO Board.

The board of directors or another management body of the MPO Association.

V. MPO Bylaws.

The Bylaws of Liberty Crossing Master Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the MPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

W. Residential Property Owner Developer or RPO Developer.

A person or entity to whom a Residential Development Phase has been transferred by the Declarant for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

X. MPO Manager.

A Person retained by the MPO Board to assist in the management of the MPO Association.

Y. MPO Rules.

The rules and regulations governing use, occupancy and appearance of the Residential Property and the Common Open Space Property, as may be established by the RPO Board from time to time.

Z. Master Property Owners Association or MPO Sub-Association.

Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

AA. MPO Turnover Date.

The first to occur of (i) the sale by the Declarant of the last residential Lot owned by the Declarant, or (ii) the waiver by the Declarant of its exclusive right to appoint Directors of the MPO Association.

BB. Special Assessment.

An assessment levied by the MPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

CC. State.

The State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

DD. Unit or Condominium Unit.

A discrete parcel of real property a part of Liberty Crossing identified as a “Unit” in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of “Condominium” herein.

ARTICLE III. GOALS

The restrictions, conditions, covenants, obligations, and charges contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety, and welfare of all Residential Property Owners and residents of the Residential Property portions of Liberty Crossing.
- C. Preservation, beautification, and maintenance of the Residential Property portions of Liberty Crossing; and
- D. Establishment of requirements for the use of the Residential Property portions of Liberty Crossing.
- E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Liberty Crossing.
- F. To provide for mandatory membership of all Residential Property Owners in the MPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

ARTICLE IV. THE MASTER PROPERTY OWNERS ASSOCIATION

A. Creation.

There is hereby created the MPO Association.

B. Membership.

The Declarant and each Residential Property Owner shall have a membership in the MPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the MPO Association. Membership in the MPO Association is a right appurtenant to and inseparable from a Residential Property Owner's fee simple title in a Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the MPO Association as tenants in common.

C. Governance.

Voting and all other matters regarding the governance and operation of the MPO Association shall be set forth in the MPO Association's Articles of Incorporation and MPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership.

The Membership of the MPO Association have the rights and obligations herein described:

a. Residential Property Owner Members.

Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Condominium and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the MPO Association. RPO Sub-Associations created as permitted by Article X hereof and Condominium Associations shall not be Members of the MPO Association. The Members shall not be voting members of the Master Property Owners Association until the MPO Turnover Date, at which time the Declarant of the MPO Association shall no longer have any voting rights in the MPO Association in its role as Declarant of the MPO Association and each Residential Property Owner (including the Declarant, if applicable) shall be entitled to vote on MPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board.

At all times, the MPO Association shall be comprised of three (3) Directors. Until the MPO Turnover Date, all Directors of the MPO Association shall be appointed by the Declarant. On the MPO Turnover Date, all Directors of the MPO Association appointed by the Declarant shall resign and a new MPO Board shall be constituted for the MPO Association at all times consisting of three (3) natural persons who own or represent the Residential Property Owners, one each from the Single Family Subdivision, Condominium and Multi-Family parcel. Each Director of the MPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the Members on the MPO Turnover Date shall be elected to staggered terms with one (1) Director elected from a Multi Family to a one (1) year term, one (1) Director from an owner in Condominium Property elected to a two (2) year term, and one (1) Director from the Single Family Subdivision elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the MPO Turnover Date, the term of one third (1/3) of all Directors of the MPO Association shall expire annually.

F. Bylaws.

The initial MPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE V. ARCHITECTURAL CONTROL

A) Approval Required.

No Improvements or change of any kind, including without limitation any building, construction, placement, or any structure, excavation, alteration of grade, or any other change that in any way alters the exterior appearance of any Lot from its theretofore natural or improved state, shall be commenced or permitted to remain on any Lot unless such Improvement has the prior written approval of the Declarant. No trees shall be removed, excavations made, construction begun, or material stored on any Lot until receipt of written approval from the Declarant. The foregoing notwithstanding, improvements consisting solely of plantings of flowers (annuals or perennials), low growing shrubs, or ornamental trees with a minimum growth height of 10', and the preparation and post-planting care and maintenance of the beds therefore shall not require prior written approval, unless said plantings, care, or maintenance cause an alteration of grade.

SUB AREA A – SINGLE FAMILY DETACHED HOUSING

Sub Area A is (mostly) located in the southwestern portion of the Liberty Crossing site and represents the largest subarea. Total size of this sub area is ± 58.01 net acres, and this includes common open space areas that will be used for parks, and for stormwater management. Uses allowed for this subarea are single family detached housing and accessory uses as outlined herein.

SUB A 1.01 Permitted Uses

A) Single- family detached homes, one principal structure per lot, and accessory uses listed herein.

SUB A 1.02 Density

- A) Sub Area A shall have a maximum of 93 single-family lots.

SUB A 1.03 Accessory Uses

- A) Private garages whether attached or detached from a dwelling.
- B) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- C) Small Garden sheds of 200 square feet or less.
- D) Private decks and patios
- E) Private swimming pools for primary use by occupants of the principal use of the property. Private swimming pools shall be subject to the regulations of the State of Ohio and of the City of Mount Vernon Codified Ordinances.
- F) Small satellite dish antennas provided such device is for sole use by occupants of the principal use of the property on which the device is located.
- G) Home occupations and/or home office provided that such uses do not require signage, regular delivery of goods or materials, or regular customer visitation.

SUB A 1.04 Development Standards

The following standards apply to all homes within Subarea A of the Liberty Crossing Development:

- A) Minimum lot area: 7,150 square feet
- B) Minimum lot width: 55 feet measured at the front yard line
- C) Lot coverage: No more than 45% of any lot may be covered by the footprint of the house.
- D) The maximum height of buildings:
Principal buildings: two (2) stories not to exceed 35 feet.
Accessory buildings: 15 feet.
- E) The minimum yard dimensions and setbacks:
Minimum Setbacks for buildings
Front yard: 25 feet from ROW of internal streets***
Side yard: 5 feet from lot line*
Rear yard: 25 feet from lot line**

* Cantilevered fireplace chases, cantilevered condensing units, window wells, eaves and overhangs shall be permitted to extend a maximum of 2' in the side yards.

** Decks and patios shall be permitted to encroach into the rear yard a maximum of 10'. Decks, Patio's, and accessory structures shall maintain a minimum 15' setback from the rear lot line.

*** In the case of corner lots, a front yard setback shall be established for each portion of the lot adjacent to each street Right-of-Way, equal to the distance established above.

SUB A 1.05 **Special Landscape Requirements**

A) Fencing:

- 1) No fencing is permitted in front of the main elevation of the homes.
- 2) Chain Link fencing is not a permitted fence type anywhere within the Liberty Crossing development.
- 3) Decorative wrought iron (or aluminum with the appearance of wrought iron) fencing will be permitted around in-ground pools to meet code requirements for perimeter fencing and gates surrounding a pool.
- 4) Fences not exceeding 72" in height are permitted along side and rear yard lines behind the rear elevation of the home and may be made of wood, PVC, vinyl, wrought iron or aluminum with the appearance of wrought iron. Black vinyl coated wire mesh may be attached to the lot owner's side of open fences for pet containment purposes.

SUB A 1.06 **Off-Street Parking Requirements**

Except as otherwise provided, the City of Mount Vernon's parking regulations outlined in Section 1174 shall apply in Sub Area A.

- A) The developer is required to provide a minimum of one (1) enclosed garage parking spaces per unit.
- B) Garage parking spaces may be counted towards required off-street parking requirements.
- C) On Street Parking: Parking on one side of the public street shall be permitted only opposite of the side of the street having fire hydrants.

SUB A 1.07 **Architectural Standards**

A) Exterior Appearance Standards

- 1) Exterior Materials: Wood, stone, stone veneer, brick, brick veneer, stucco, cementitious siding, 4" horizontal vinyl siding, 6" beaded horizontal vinyl siding, shake style vinyl siding, and/or vinyl board and batten siding are permitted.
- 2) Color: Only muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted for the primary exterior colors. Red or green may be permitted provided they are in more muted earth tones.

B) Roof

- 1) Pitch: The main architectural roof of a house shall be at least 6/12 and can go to 12/12. Porches shall be 4/12 to 12/12
- 2) Material: Main roof and porch roof material shall be constructed with a 25-year asphalt shingle at a minimum. Other roof materials such as painted standing seam

metal may be approved by the city at time of final development plan provided such materials are consistent with the architectural style.

- C) Lighting Exterior: Lighting may be attached to the unit near the front door, or to either side of the garage, or both. The style of lighting shall be selected to complement the style of home.
- D) Elevation Examples: Representative architecture is shown on Exhibits I. Arrangement, configuration, and changes to the architectural or landscape requirements and addition of other design elements may be approved administratively by the zoning department.

SUB AREA B—PATIO HOMES

Sub Area B is located in the southeastern portion of the Liberty Crossing project and total size of this sub area is ± 16.77 net acres, and this includes parks, and common open space areas that will be used as setbacks and for stormwater management. Uses allowed for this subarea are single family patio homes and accessory uses as outlined herein.

SUB B 1.01 Permitted Uses

- A) Single- family detached homes, one principal structure per lot, and accessory uses listed herein.

SUB B 1.02 Density

- A) Sub-Area B shall have a maximum 42 dwelling units.

SUB B 1.03 Accessory Uses

- A) Attached Garages
- B) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- C) Small satellite dish antennas provided such device is for sole use by occupants of the principal use of the property on which the device is located.
- D) Home occupations and/or home office provided that such uses do not require signage, regular delivery of goods or materials, or regular customer visitation.

SUB B 1.04 Development Standards

The following standards apply to all homes within Sub Area B of the Liberty Crossing Development:

- A) Minimum lot area: 6,500 square feet
- B) Minimum lot width: 52 feet measured at the front yard line
- C) Lot coverage: No more than 50% of any lot may be covered by the footprint of the house.

D) The maximum height of buildings:
Principal buildings: Two (2) stories not to exceed 24 feet.

E) The minimum yard dimensions and setbacks:

Minimum Setbacks for buildings

Interior:

Front yard: 20 feet from ROW of internal streets ***

Side yard: 5 feet from lot line*

Rear yard: 25 feet from lot line**

* Cantilevered fireplace chases, cantilevered condensing units, window wells, eaves and overhangs shall be permitted to extend a maximum of 2' in the side yards.

** Decks and patios shall be permitted to encroach into the rear yard a maximum of 10'. Decks, Patio's, and accessory structures shall maintain a minimum 15' setback from the rear lot line.

*** In the case of corner lots, a front yard setback shall be established for each portion of the lot adjacent to each street Right-of-Way, equal to the distance established above.

SUB B 1.05 Special Landscape Requirements

A) Fencing:

- 1) No fencing is permitted in front of the main elevation of the homes.
- 2) Chain Link fencing is not a permitted fence type anywhere within the Liberty Crossing development.
- 3) Decorative fencing for the purpose of providing privacy, not exceeding 6 feet in height, shall be permitted to be installed around patios located immediately adjacent to dwellings.

SUB B 1.06 Off-Street Parking Requirements:

Except as otherwise provided, the City of Mount Vernon's parking regulations outlined in Section 1174 shall apply in Sub Area B.

- A) The developer is required to provide a minimum of one (1) enclosed garage parking spaces per dwelling unit, and one driveway space per dwelling unit.

SUB B 1.07 Architectural Standards

A) Exterior Appearance Standards

- 1) Exterior Materials: Wood, stone, stone veneer, brick, brick veneer, stucco, cementitious siding, 4" horizontal vinyl siding, 6" beaded horizontal vinyl siding, shake style vinyl siding, and/or vinyl board and batten siding are permitted.

- 2) Color: Only muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted for the primary exterior colors. Red or green may be permitted provided they are in more muted earth tones.
- B) Roof
- 1) Pitch: The main architectural roof of a house shall be at least 5/12 and can go to 12/12. Porches shall be 4/12 to 12/12
- 2) Material: Main roof and porch roof material shall be constructed with a 25-year asphalt shingle of weathered wood, pewter, or a similar color at a minimum. Other roof materials such as painted standing seam metal may be approved by the city at time of final development plan provided such materials are consistent with the architectural style.
- C) Lighting Exterior: Lighting may be attached to the unit near the front door, or to either side of the garage, or both. The style of lighting shall be selected to complement the style of home.
- D) Elevations Examples: Representative architecture is shown on Exhibits I. Final Architecture shall be submitted for approval by the city at the time of Final Development Plan.

SUB AREA C – ATTACHED TOWNHOMES -TO BE ADDED IN A FUTURE RECORDING.

Sub Area C is located in the northwestern portion of the project. Total size of this sub area is ± 13.76 acres, and this includes common open space areas that will be used as setbacks and for stormwater management. Uses anticipated for this subarea are attached townhomes.

SUB C 1.01 **Permitted Uses**

Attached townhomes having two or more attached units per building.

SUB C 1.02 **Density**

A maximum of 108 dwelling units will be permitted in Sub Area

C. SUB C 1.03 **Accessory Uses**

- A) Private garages or carports, whether attached or detached from a primary building.
- B) Maintenance building, attached to a garage or free-standing.
- C) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- D) Private Clubhouses and exercise facilities for the use of the residents of the development.
- E) Private swimming pools, pool changing facilities, and tennis courts for primary use by occupants of the principal use of the property. Private swimming pools shall be subject to the regulations of the City of Mount Vernon Codified Ordinances and the State of Ohio.

- F) Small satellite dish antennas provided such device is for sole use by occupants of the principal use of the property on which the device is located.

SUB C 1.04 **Development Standards**

- A) **Minimum Lot Size:** The minimum lot size for individual townhome units shall be 20' x 85'.
- B) **Minimum Floor Area:** Minimum floor area for townhome dwellings shall be:
- 1) 2 & 3 Bedroom – 1100 square feet.
- C) **The maximum height of buildings:**
- 1) Principal buildings: Two (2) stories not to exceed 35 feet.
 - Accessory buildings: 15 feet.
- D) **The minimum yard dimensions and setbacks:**
- 1) Minimum setback for buildings:
 - Front yard: 20 feet from ROW of internal streets.
 - Side yard: 0 feet between attached units / 10 feet from end unit to side lot line*
 - Rear yard: 20 feet from lot line**

*Cantilevered fireplace chases, cantilevered condensing units, window wells, eaves and overhangs shall be permitted to extend a maximum of 2 feet in the side yards.

** Decks and patios shall be permitted to encroach into the setback a maximum of 10 feet.

SUB C 1.05 **Street Requirements**

- A) **Sidewalks:** New streets and parking areas interior to the subarea shall have a 4-foot minimum sidewalk installed on at least one side of the road to provide for residential connectivity to the parking areas and the overall pedestrian network of the Liberty Crossing Development.
- B) **Street Trees:** Deciduous shade trees shall be required along all streets, whether private or public, within the Sub Area. Deciduous trees shall be located an average of 50 feet on center. Trees shall be evenly spaced with exceptions as necessary to accommodate driveways, parking areas, fire hydrants, and streetlights.
- C) **Streetlights:** Any street lighting within the Townhome Sub Area C shall meet the requirements of the City of Mount Vernon Codified Ordinances to control glare and light spillover. Lighting along streets shall not exceed 14 feet in height and shall include cut off style fixtures to prevent light pollution.

SUB C 1.06 **Special Landscape Requirements**

A) Fencing:

- 1) Decorative wrought iron (or aluminum with the appearance of wrought iron) fencing will be permitted around in-ground pools.
- 2) Decorative screening for the purpose of providing privacy, not exceeding 6 feet in height, shall be permitted to be installed around or in-between patios located immediately adjacent to dwellings.

- B) Perimeter Landscaping: A landscape buffer shall be provided along the northern boundary line of Sub Area C to help screen the rear of the townhomes from the existing residents to the north.

SUB C 1.07 **Off-Street Parking Requirements**

Except as otherwise provided below, the City of Mount Vernon's parking regulations outlined in Chapter 1174 shall apply in Sub Area C.

- A) 2.0 parking spaces per dwelling unit (2 bedroom or 3 bedroom).
- B) Parking spaces shall be a minimum of 10'x19' in size.
- C) Parking may be provided in driveways, garages, dedicated parking lots, or any combination thereof.

Sub C 1.08 **Signs Permitted**

In addition to the secondary project identification signs permitted in the General Development Standards outlined above, the following signage shall be permitted in Subarea C. Except as otherwise provided, the City of Mount Vernon's signage regulations outlined in Chapter 1175 of the City of Mount Vernon Code shall apply in Sub Area C.

- A) Project Directional Signs. Developer may also provide appropriate directional signage at ingress/egress access points for street names. On site permanent directional signs, e.g. employee and visitor parking, sales & leasing, etc. will be of a common design, material, and size. Maximum height of directional signage shall be four (4) feet and the maximum copy area type face shall be three (3) square feet. Street signs, and other regulatory signs such as stop signs, shall meet all City of Mount Vernon requirements.
- B) Building/Address Signs. Developer may also use address signs on buildings to aid in navigation by visitors and delivery personnel. Signs are limited to one (1) square foot and should be made of a permanent material that gets mounted appropriately on the façade of buildings.

SUB C 1.09 **Architectural Standards**

A) Exterior Appearance Standards

- 1) Exterior Materials: Wood, stone, stone veneer, brick, brick veneer, stucco, cementitious siding, 4" horizontal vinyl siding, 6" beaded horizontal vinyl siding, shake style vinyl siding, and/or vinyl board and batten siding are permitted.
 - 2) Color: Only muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted for the primary exterior colors. Red or green may be permitted provided they are in more muted earth tones.
- B) Roof
- 1) Pitch: The main architectural roof of a house shall be at least 5/12 and can go to 12/12. Porches shall be 4/12 to 12/12.
 - 2) Material: Main roof and porch roof material shall be constructed with a 25-year asphalt shingle of weathered wood, pewter, or a similar color at a minimum. Other roof materials such as painted standing seam metal may be approved by the city at time of final development plan provided such materials are consistent with the architectural style.
- C) Special Elements: Gables shall be 4/12 to 12/12 pitch.
- D) Lighting Exterior: Lighting may be attached to the unit near the front door, or to either side of the garage, or both. The style of lighting shall be selected to complement the architecture style. Site lighting shall be complimentary to the style of the architecture, shall not exceed 14 feet in height, and shall include cut off type fixtures to prevent light spillover onto adjacent subareas.
- E) Elevations Examples: Representative architecture is shown on Exhibits I. Final Architecture Design shall be submitted for approval by the city with the Final Development Plan approval.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF THE MASTER PROPERTY OWNERS ASSOCIATION

A. Common Open Space Property.

The Declarant may, from time to time, at the Declarant's option, convey to the MPO Association, for the use and benefit of the MPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Common Open Space Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The MPO Association shall accept title to any interest in any real or personal property transferred to it by the Declarant, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Declarant. The MPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the MPO Association, and for the payment of the costs of using and maintaining the same. The MPO Association shall be obligated to keep all Common Open Space Property in good, clean, attractive, and sanitary condition, order, and repair.

B. Personal Property and Real Property for Common Use.

The MPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Declarant, and may separately obligate itself for the maintenance obligations of property not owned by the MPO Association (i.e. the MPO Association may accept maintenance responsibilities for open spaces within Liberty Crossing which are owned by a State, County, or City or Village.

C. Rules and Regulations.

The MPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with this Declaration and the Governing Documents. The MPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments, and (ii) suspension of the right to use the Common Open Space Property. In addition, the MPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the MPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the MPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

D. Implied Rights.

The MPO Association may exercise any other right or privilege given to it expressly by the laws of the State, this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

E. Joint Use and Cost-Sharing Agreements.

The MPO Association may enter into agreements with any other homeowners association, including but not limited to, the RPO Sub-Associations, whereby: (i) the MPO Association, any other homeowners association, and/or Sub-Association agrees to maintain, repair and replace the Common Open Space Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the MPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the MPO Association, any other homeowners association, or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent.

The MPO Association may retain and employ an MPO Manager, which may be the Declarant, a RPO Developer or an independent third-party, and may delegate to the MPO Manager such duties as the MPO Board might otherwise be authorized or obligated to perform. The compensation of the MPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

- a. The MPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Common Open Space Property in an amount as is commonly required by comparable Master Property Owners Association. The cost of said insurance shall be a Common Expense.
- b. The MPO Association may, in the MPO Board's discretion, obtain and maintain the following insurance as a Common Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the MPO Association and all other persons handling or responsible for handling funds of the MPO Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the MPO Association deems necessary.
- c. In the event of damage or destruction of any portion of the Common Open Space Property, the MPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the MPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

H. Condemnation.

The MPO Association shall represent the Residential Property Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Open Space Property, or any portion thereof. Each Residential Property Owner hereby appoints the MPO Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the MPO Association, to be held in trust or used for the benefit of the Residential Property Owners.

I. Books, Records.

Upon reasonable request of any Member, the MPO Association shall be required to make available for inspection all books, records and financial statements of the MPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the MPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the MPO Board.

ARTICLE VII. ASSESSMENTS**A. Operating and Reserve Funds.**

The MPO Association shall establish an Operating Fund for financing the administration, governance and operation of the MPO Association, for paying Administrative Expenses, necessary costs and expenses of operating the MPO Association and replacing, repairing and maintaining the Common Open Space Property. The MPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations.

The Residential Owners shall have no right to waive the annual reserve requirement established by the MPO Board.

B. Types of Assessments.

Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the MPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Open Space Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments.

Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments.

The MPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the MPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the MPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The MPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the MPO Rules. Notwithstanding the foregoing to the contrary, if the Declarant or a RPO Developer (with the consent of the Declarant) owns any Residential Development Phase or any Residential Parcel, the Declarant and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the MPO Association. Such right may be shared with and among the Declarant and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments.

The MPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments.

The MPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the MPO Association for costs incurred on behalf of the specific Residential Parcel

assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the MPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the MPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment. The MPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the MPO Board against any Residential Property Owner who violates the MPO Rules, the Governing Documents, this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such MPO Rules, the Governing Documents or any provisions of this Declaration. Any written notice provided by the MPO Board to a Residential Property Owner that the MPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the MPO Board by delivering to the MPO Board a written notice not later than ten (10) days after receiving a written notice from the MPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the MPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

a. Late Charge; Acceleration.

If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the MPO Board or the MPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the MPO Manager as determined from time to time by the MPO Board.

b. Liability for Unpaid Assessments.

Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Residential Property Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The MPO Board may authorize the MPO Association to institute an action at law on behalf of the MPO Association against the Residential Property Owner(s) personally obligated to pay any delinquent assessment. The MPO Manager shall be authorized to commence such an action only with the advice and consent of the MPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the MPO Association's lien against that property for any delinquent Assessment, nor prohibit the MPO Association from foreclosing such lien.

c. Liens.

All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the MPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the MPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the MPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the MPO Manager) of the MPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the MPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

d. Subordination of Lien.

The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the MPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

e. Contested Lien.

Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the MPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Madison County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, 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 and a refund of an Assessment or portion thereof determined to be unlawful.

f. Notice of Discharge.

The MPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the MPO Association, setting forth whether the Assessments on a specified Residential Parcel have been

paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

g. Evidence of Lien.

The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the MPO Association.

H. Suspension of Vote and Use of Common Elements.

If any Assessment or portion thereof, remains unpaid for ninety (90) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon MPO Association matters and privileges to use the Common Open Space Property, and to vote, as a Member of the MPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments.

The RPO Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE VIII. MAINTENANCE

A. Maintenance by Association.

The MPO Association shall maintain and keep in good repair the Common Open Space Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Open Space Property and all personal property used in connection with the operation of the Common Open Space Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner.

Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Common Open Space Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Open Space Property in accordance with the MPO Rules and the requirements set forth in this Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential

Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Master Property Owners Association to Maintain Property.

If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the MPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Open Space Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Common Open Space Property or to comply with the MPO Rules or the terms of this Declaration, then the MPO Board may authorize its employees or agents or the MPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D hereof at any reasonable time to complete the necessary maintenance and the MPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair.

The duly authorized employees, officers, agents and contractors of (i) the MPO Association and (ii) the MPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Condominium Parcels and Multi-Family Parcels, for the purpose of performing the MPO Association's rights or obligations set forth in this Declaration. The MPO Association and the MPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the MPO Rules, or to maintain, repair, and replace the Common Open Space Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Common Open Space Property By Owner or Occupant.

If the Common Open Space Property is damaged by any Residential Property Owner or occupant, his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association is hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Common Open Space Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

ARTICLE IX. COMMON OPEN SPACE PROPERTY

A. Ownership Operation of Common Property.

All Common Open Space Property as delineated on any subdivision plat of the Residential Property shall be and remain Common Open Space Property in perpetuity and shall not be developed or used for any purpose other than as Common Open Space Property for the benefit of all Residential Property Owners, and the MPO Association and in the case of Common Open Space Property owned by the public at large; provided, however, that any Common Open Space Property located on discrete and distinct Residential Development Phases owned by the MPO Association or an RPO Sub-Association and designated as Common Open Space Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Common Open Space Property.

The MPO Association may convey any fee interest or any security interest in any portion of the Common Open Space Property, unless such Common Open Space Property constitutes a “limited common element” under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas.

RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations.

All RPO Sub-Associations shall be subject and subordinate to this Declaration and at all times shall comply with all terms and conditions of this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents.

All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Declarant prior to the MPO Turnover Date, and after the MPO Turnover Date, shall be subject to review and approval by the MPO Board. Such approvals shall be for the sole purpose of establishing compliance with this Declaration, and the development standards of Liberty Crossing and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations.

RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub- Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments.

As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the MPO Board.

ARTICLE XI. MISCELLANEOUS

A. Term.

This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the MPO Association to terminate this Declaration.

B. Enforcement; Waiver.

This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Declarant (if occurring prior to the MPO Turnover Date), any Residential Property Owner, the MPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the MPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the MPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the MPO Rules.

C. Amendments.

The Declarant may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Declarant for the orderly development of Liberty Crossing; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the MPO Turnover Date, the MPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Declaration shall not require the joinder or consent of any RPO Developer, the MPO Association, the MPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant prior to the MPO Turnover Date, and thereafter by the MPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Declaration and the attached MPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the MPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Knox County, Ohio.

D. Mortgage Rights.

A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the MPO Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

- a. any amendment of this Declaration or the MPO Bylaws;
- b. any termination of the MPO Association; and
- c. any default under this Declaration which gives rise to a cause of action by the MPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the MPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification.

The MPO Association shall indemnify every MPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the MPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The MPO Board members, officers, and trustees of the MPO Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The MPO Board members, officers and trustees of the MPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the MPO Association (except to the extent that such MPO Board members, officers or trustees may also be Members of the MPO Association), and the MPO Association shall indemnify and forever hold its MPO Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any MPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

F. Severability.

If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

G. Captions.

The caption of each Article, section, and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

H. Notices.

Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage

prepaid, to the address of the Residential Property Owner of the property as shown by the records of the MPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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Signature page to follow.

IN WITNESS WHEREOF, MDG Liberty Crossing, LLC, as Declarant and Declarant, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

MDG Liberty Crossing, LLC, an Ohio limited liability company

By: _____
Trent McDaniel

Its: Managing Member

STATE OF OHIO)
COUNTY OF FRANKLIN)SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20_, by Trent McDaniel, member and the manager of MDG LIBERTY CROSSING, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

Notary Public

Attachment: Liberty Crossing HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

LIST OF EXHIBITS

EXHIBIT A	Survey of Property
EXHIBIT B	Bubble Plan
EXHIBIT C	Bylaws of Master Property Owners Association

Attachment: Liberty Crossingl HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

EXHIBIT A

Attachment: Liberty Crossingl HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

EXHIBIT B
Liberty Crossing Bubble Plan

Attachment: Liberty Crossing HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

**EXHIBIT C
BYLAWS
(code of regulations)
OF
LIBERTY CROSSING MASTER PROPERTY OWNERS ASSOCIATION, INC.**

SECTION I. NAME AND LOCATION

The name of the Association is Liberty Crossing Master Property Owners Association, Inc. (the “MPO Association”), which as a nonprofit corporation, is created by MDG Liberty Crossing, LLC, an Ohio limited liability company (“Declarant”), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312 (to the extent applicable) as the Association for a planned community known as “Liberty Crossing” (“Liberty Crossing”).

The principal office of the Association shall be as set forth in its Articles of Incorporation (the “Articles”) filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Association (the “Board”) shall be as set forth herein.

SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Declaration, Restrictions and Bylaws (the “Declaration”), recorded simultaneously with these Bylaws with the Recorder of Knox County, Ohio, as required by Ohio Revised Code Chapter 5312.

SECTION III. ASSOCIATION

1. Membership in Association. The Declarant and Residential Property Owner shall have membership in MPO Association, as further defined and provided in Article VII, Paragraph C of the Declaration, who shall collectively be referred to herein as the “Members”.
2. Organization of Association. The MPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.
3. Declarant Control. Declarant shall control the Association as a Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Member of the last subarea by Declarant for Liberty Crossing (whether or not developed), or (ii) the waiver by the Declarant, as Member, of its exclusive voting rights (the “Declarant Control Turnover Date”). Until the Declarant Control Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the Board.
4. Association. The MPO Association and the Board shall exercise all power and authority of the Association. On the Declarant Control Turnover Date, the Board shall be elected by the Members as further defined in Article IV. Paragraph E of the Declaration, excluding the Declarant as Member but including the Declarant as an Owner Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board.

5. Annual Meetings of the Association. Except prior to the Declarant Control Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within the Village of Mount Vernon, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.
6. Special Meetings of the Association. Special meetings of the MPO Association may be called at a location within the Village of Mount Vernon, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the MPO Association.
7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the MPO Association or (b) last supplied by that Member to the MPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.
8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Association shall preside over the same, unless otherwise directed by the Board.
9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Association, shall constitute a sufficient quorum for that meeting.
10. Voting Rights. There shall be separate classes of Membership in the MPO Association for a Residential Lot Owner, Unit Owner in a Condominium and Multi-Family Parcel Owners. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Multi-Family Parcel Owner, shall be a Member of the Association. The number of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner shall be established, and may be amended from time to time, by the Board; provided, however, that each Lot Owner shall have the same number of votes as all other Lot Owners and each Unit Owner shall have the same number of votes as all other Unit Owners. Multi-Family Parcel Owners' voting rights may vary based upon the size, location and use of their respective Parcels as determined by the Board. Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any Owner of a fee simple interest of a Parcel may cast the entire vote with respect to that Parcel on any given matter, unless that vote is contested by a co-owner of that Parcel. If the Owners of the fee simple interest in a Parcel are unable to agree among themselves as to the vote to be cast with respect to that

Lot on a particular matter, no vote shall be cast with respect to that Parcel on that particular matter. The Board may temporarily suspend a Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the Board may temporarily suspend a Parcel's vote if that Parcel's occupants or Members have failed to observe any term of the MPO Declaration, these Bylaws, or rules and regulations duly adopted by the Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the MPO Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.
12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the MPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.
13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Liberty Crossing Planned Community in these instances:
 - a. A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the MPO Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or
 - b. for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Association's best interests; provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.
14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and Bylaws or by law.

SECTION IV. BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Association to the elected Directors.

2. Successor Directors. On or about the Declarant Control Turnover Date, the MPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors, one each from the Single-Family Subdivision, Condominium, and Multi-Family Parcel (at which time control of the MPO Association shall be considered to be “turned over to the Members”). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one (1) of the Directors will expire and successors be elected at each annual meeting of the MPO Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms as further defined in Article IV; Paragraph E of the Declaration. (By way of example, at this meeting one Director could be given a one-year term, one (1) Director a two-year term, and one (1) Director a three-year term. As a result, at every annual meeting (1) new Director(s) will be elected.

3. Removal. Accepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director’s successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the Declarant Control Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant- selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Association or be an adverse party to the Association, its Board, or any member of the Board (in that member’s capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.
6. Election. Unless there are no more nominees than vacancies, election to the Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions of hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.
7. Compensation. Unless otherwise determined by the Members 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 actual and reasonable expenses incurred in the performance of duties as a Director.
8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.
9. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.
10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond to every other member of the Board, shall constitute a quorum for such meeting.
11. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.
12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and Bylaws or by law, vote of a simple majority 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.

13. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.
14. 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. Any written vote or approval shall be filed with the minutes of the meetings of the Board.
15. Powers, Duties and Authority. The Board may act in all instances on behalf of the Association unless otherwise provided in the Declaration and Bylaws or in Ohio Revised Code Chapter 5312, 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 or to cause compliance with all requirements of law and the Declaration and Bylaws;
 - b. obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Declaration;
 - c. enforce the covenants, conditions, and restrictions set forth in the Declaration;
 - d. repair, maintain, and improve the Common Property;
 - e. establish, enforce, levy, and collect: assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
 - f. adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their guests on the same;
 - g. suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Declaration and Bylaws);
 - h. declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
 - i. subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation: management agreements, purchase agreements, and loan documents, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;
 - j. cause excess funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
 - k. borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
 - l. do all things and take all actions permitted to be taken by the Association by law or the Declaration and these Bylaws not specifically reserved to others.
16. Duties. It shall be the duty of the Board, on behalf of the Association, to:

- a. cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;
 - b. present the latest available financial statement of the Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;
 - c. supervise all officers, agents, and employees of the Association and verify that their duties are properly performed;
 - d. prepare or cause an estimated annual budget to be prepared;
 - e. as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;
 - f. issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;
 - g. procure and maintain insurance and bonds, as provided in the Declaration and as the Board deems advisable;
 - h. maintain the Liberty Crossing Planned Community property, subject to the Association's jurisdiction, within the scope of authority provided in the Declaration;
 - i. cause the restrictions created by the Declaration to be enforced; and
 - j. take all other actions required to comply with all requirements of law and the Declaration and Bylaws.
17. Delegation of Authority; Management; Contracts. 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 shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the MPO Association is vested in Owners other than Declarant, the contract must give the MPO Association the right to terminate it without cause and without penalty at any time after control of the MPO Association has been transferred to or assumed by the Owners other than Declarant.
18. Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Owners. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the

Association by Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V. OFFICERS

1. Enumeration of Officers. The officers of this MPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the MPO Association. The same person may hold more than one office.
2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the MPO Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.
3. Special Appointments. The Board may appoint any other officers as the affairs of the MPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.
4. 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 when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.
5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:
 - a. President. The President shall preside at all meetings of the Board, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the MPO Association.
 - b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the MPO Association together with their addresses.
 - c. Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI. COMMITTEES

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

SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the Association, including current copies of the Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, 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; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII. FISCAL YEAR

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

SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the Association incurs in the administration, governance, and maintenance of the Liberty Crossing Community are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.
2. Allocation. The Common Expense liability of each Parcel shall be allocated by the Board as further provided in Article IX, Paragraph B of the Declaration.
3. Assessment. The Board shall estimate the Common Expenses it expects the Association to incur and shall assess each Owner of Parcel Assessments as further provided in Article IX, Paragraph B of the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

SECTION X. ASSESSMENTS

1. The Association may assess each Parcel Owner all Assessments set forth in Article IX of the Declaration, including, but not limited to:
 - a. Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the Board incurs in collecting those Assessments;
 - b. Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an Owner or occupant of a Parcel or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;
 - c. Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;
 - d. All other costs or charges the Declaration or Bylaws permit.

2. The Association shall credit any amount it receives from a Parcel Owner pursuant to this Section in the following order:
 - a. To interest owed to the Association;
 - b. To administrative late fees or enforcement assessments owed to the Association;
 - c. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;
 - d. To the oldest principal amounts the Parcel Owner owes to the Association for the Common Expenses chargeable against the Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the Board shall give the Parcel Owner a written notice that includes all of the following:
 - a. A description of the property damage or violation;
 - b. The amount of the proposed charge or Assessment;
 - c. A statement that the Parcel Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
 - d. A statement setting forth the procedures to request a hearing;
 - e. A reasonable date by which the Parcel Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request
 - a. To request a hearing, the Parcel Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice this division requires. If the Parcel Owner fails to make a timely request for a hearing, the right to that

- hearing is waived, and the Board immediately may impose a charge for damages or an enforcement Assessment pursuant to this section.
- b. If a Parcel Owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Parcel Owner with a written notice that includes the date, time, and location of the hearing.
 - c. The Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.
 - d. Within thirty days following a hearing at which the Board imposes a charge or Assessment, the Association shall deliver a written notice of the charge or assessment to the Parcel Owner.
 - e. Any written notice that this section requires shall be delivered to the Parcel Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI. LIENS ON PROPERTY

1. The Association has a lien upon the estate or interest in any Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Parcel and that remain unpaid ten (10) days after any portion has become due and payable.
2. All of the following apply to a lien charged against a Parcel pursuant to this Section XI:
 - a. The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Knox County, Ohio, pursuant to authorization by the Board of the Association. The certificate shall contain a description of the Parcel, the name of the record Owner of the Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the Board or other designated representative of the Association.
 - b. The lien is a continuing lien upon the Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.
 - c. The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.
 - d. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.
3. In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall

be applied first to the payment of the portion of the Common Expenses chargeable to the Parcel during the foreclosure action.

4. Following any foreclosure action, the Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale.
5. A mortgage on a Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Parcel upon which the mortgagee holds the mortgage.

SECTION XII. INDEMNIFICATION

1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.
2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.
3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the Association only as

authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Association.
5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.
6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.
7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain all of the following to the extent reasonably available and applicable:
 - a. Property insurance on the Common Property;
 - b. Liability insurance pertaining to the Common Property;
 - c. Directors and officers liability insurance.

The Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the

Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XIII. 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 in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Knox County, Ohio Recorder and the Knox County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Association, has caused these Bylaws to be duly adopted on or as of the ___day of _____, 20__.

MDG Liberty Crossing, LLC
an Ohio limited liability company

By: Trent McDaniel

Its: Managing Member

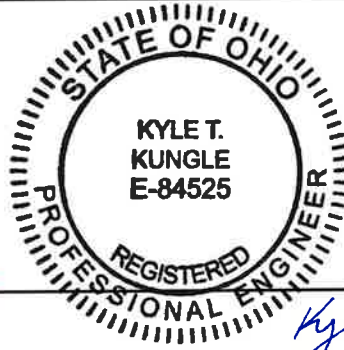
Attachment: Liberty Crossing HOA - Subareas A, B, and C - Single-family, Patio, & Townhomes 07132025 (4270 : 2025-Mpc-04)

**ENGINEERS COST ESTIMATE
 FOR
 LIBERTY CROSSING SINGLE FAMILY - PHASE 1
 MOUNT VERNON, KNOX COUNTY, OHIO
 SUBDIVISION PLAN
 8/29/2025
 LIBERTY CROSSING MDG LLC
 TRENT MCDANIEL
 943 ADAMS STREET
 MARION, OHIO 43302
 740-361-3451
TRENT@MCDANIELXF.COM**

Ref	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
		STREET				
1	301	3" Asphalt Concrete Base PG 64-22	37	CY	\$ 170.00	\$ 6,290.00
2	301	4.5" Asphalt Concrete Base PG 64-22	636	CY	\$ 170.00	\$ 108,120.00
3	304	4" Aggregate Base	117	CY	\$ 60.00	\$ 7,020.00
4	304	6" Aggregate Base	922	CY	\$ 60.00	\$ 55,320.00
5	407	Tack Coat (Applied at 0.075 GAL/SY)	415	GAL	\$ 5.00	\$ 2,075.00
6	407	Tack Coat (Applied at 0.04 GAL/SY)	221	GAL	\$ 5.00	\$ 1,105.00
7	441	1 1/4" Asphalt Concrete, Surface Course PG 64-22	192	CY	\$ 200.00	\$ 38,400.00
8	441	1-3/4" Asphalt Concrete Intermediate Course, Type II (448), PG 64-22	269	CY	\$ 190.00	\$ 51,110.00
9	SPEC	Asphalt Multi-Use Path, Complete	1840	LF	\$ 18.00	\$ 33,120.00
10	605	4" Pipe Underdrain	3610	LF	\$ 8.00	\$ 28,880.00
11	608	4" Concrete Sidewalk	9466	SF	\$ 8.00	\$ 75,728.00
12	608	Curb Ramps (with Detectable Warnings)	14	Each	\$ 900.00	\$ 12,600.00
13	609	Concrete Combined Curb & Gutter	3610	LF	\$ 14.00	\$ 50,540.00
14	SPEC	8'x4' Precast Reinforced Concrete Box Culvert w/Headwalls and Wingwalls	Lump	Sum	\$ 53,000.00	\$ 53,000.00
15	630	Street Name Signs, Complete	4	Each	\$ 200.00	\$ 800.00
16	630	Ground Mounted Supported, 2" Square Post	60	LF	\$ 25.00	\$ 1,500.00
17	630	Ground Mounted Supported, 2 1/4" Square Foundation	18	LF	\$ 30.00	\$ 540.00
18	630	Sign, Flat Sheet	37	SF	\$ 25.00	\$ 925.00
19	644	Stop Line	54	LF	\$ 9.00	\$ 486.00
20	644	Crosswalk Line	65	LF	\$ 4.50	\$ 292.50
STREET SUBTOTAL=						\$527,851.50

* Statements of probable construction cost and detailed cost estimates prepared by the Engineer represents his or her best judgement as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions, accordingly, the Engineer cannot and does not guarantee

TOTAL = \$527,851.50



PREPARED BY: KTK
 CHECKED BY: JC
 CHECKED DATE: 08/28/2025

Kyle Kungle

Link: [2025-08-28 Liberty Crossing Phase 1 Bond Estimate Cost.xlsx](#)

Attachment: Liberty Crossing Phase 1 Estimate 2025-08-29 (4270 : 2025-Mpc-04)



Municipal Planning Commission Meeting: 09/11/25 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 # 4287)

DOC ID: 4287

2025-MPC-08 : 601 W CHESTNUT ST - PD SITE DEVELOPMENT

Per Codified Ordinance 1107.03 a change to a Planned Development District has been submitted for review by the Municipal Planning Commission.

Description of Request: The AMVETS propose to develop parcel 66-01281.000, located at 601 West Chestnut Street and a part of the Heartland Commerce Park Planned Development District, with a new facility.

NEW AMVETS BUILDING 601 WEST CHESTNUT ST. MT. VERNON, OH

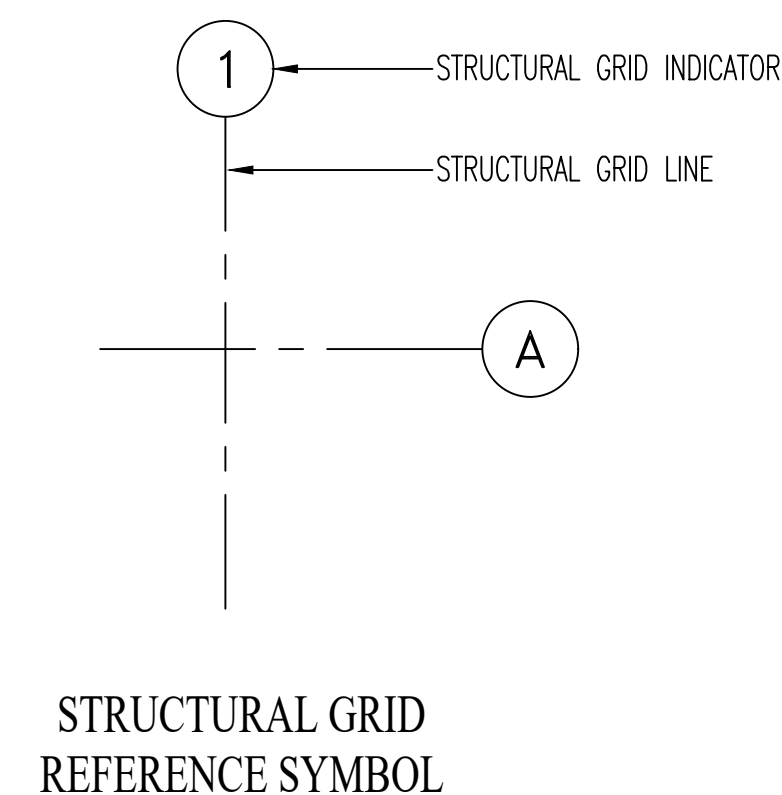
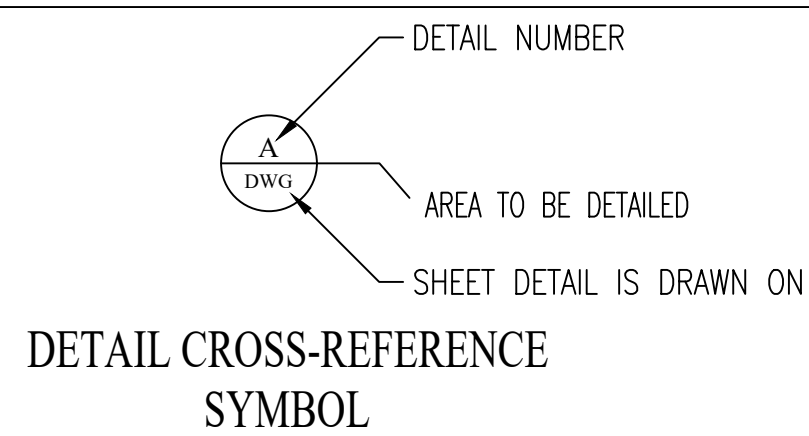
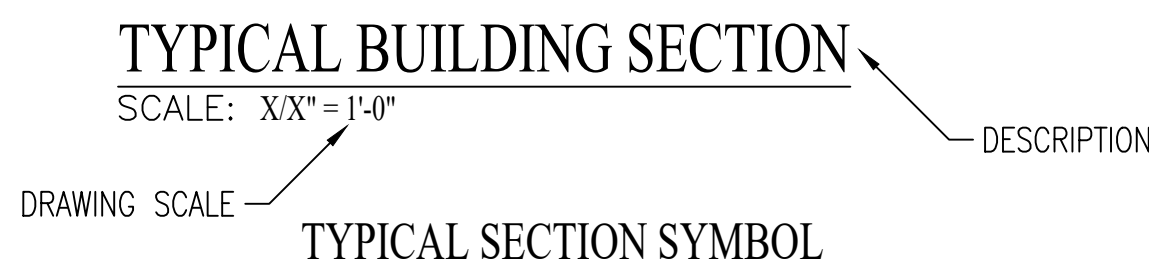
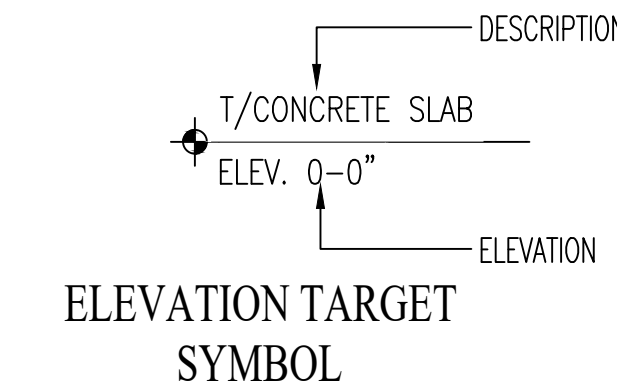
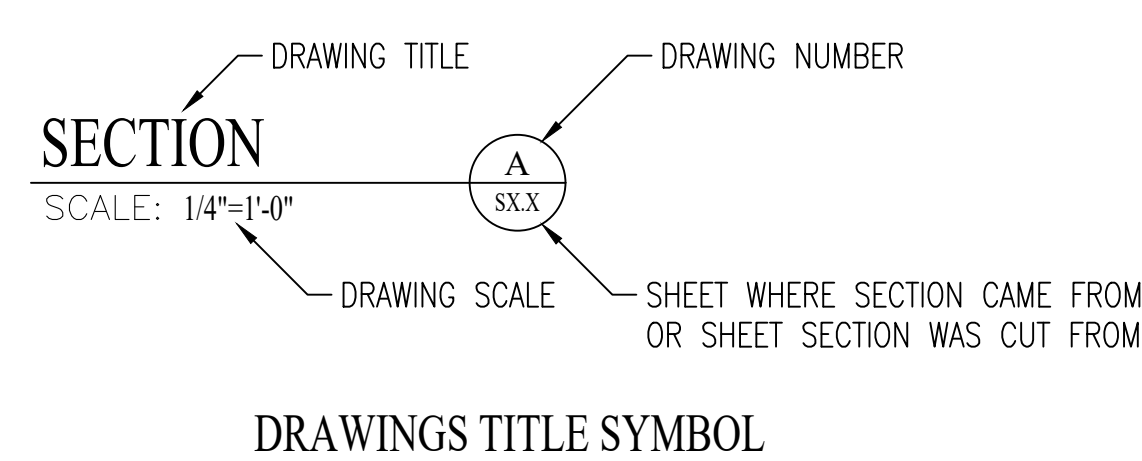
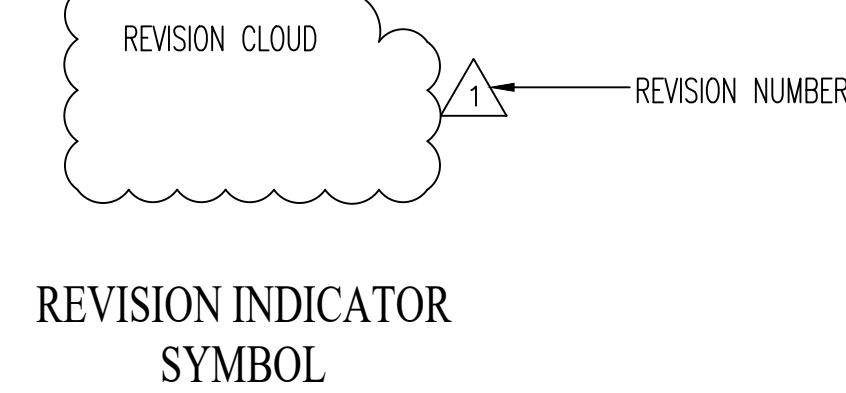
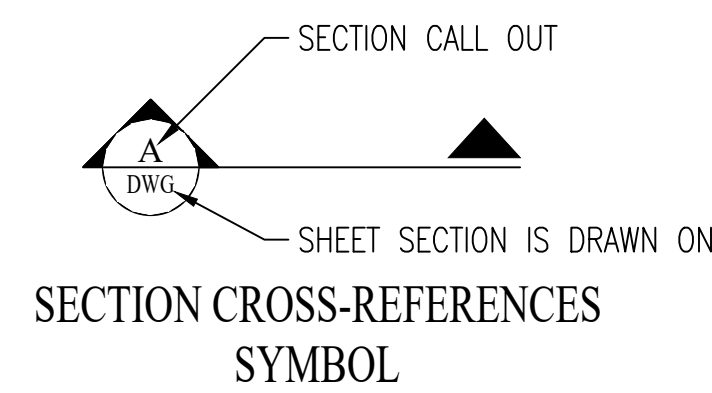
DESIGN DATA:

GROUND SNOW LOAD:	20PSF
ROOF LIVE LOAD:	20PSF
ROOF SNOW LOAD:	20PSF
ROOF DEAD LOAD:	15PSF
ULTIMATE WIND DESIGN:	115 MPH
SEISMIC DESIGN CATEGORY:	B
SEISMIC SITE CLASS:	B
FROST DEPTH:	36"

DATE: XX-XX-2025

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2025

STRUCTURAL GRAPHICS SYMBOLS



ABBREVIATIONS

TYPE	DESCRIPTION	TYPE	DESCRIPTION
A.B.	ANCHOR BOLT	L	LENGTH
ALT.	ALTERNATE	L.L.H.	LONG LEG HORIZONTAL
ARCH.	ARCHITECTURAL	L.L.V.	LONG LEG VERTICAL
AVG.	AVERAGE	L.P.	LOW POINT
BCDL	BOTTOM CHORD DEAD LOAD	MAX.	MAXIMUM
BCLL	BOTTOM CHORD LIVE LOAD	MECH.	MECHANICAL
BFF.	BELOW FINISH FLOOR	MEZZ.	MEZZANINE
BLDG.	BUILDING	MFR.	MANUFACTURER
BM.	BEAM	MIN.	MINIMUM
B.O.	BOTTOM OF	MISC.	MISCELLANEOUS
BOT.	BOTTOM	MWFRS	MAIN WIND FORCE RESISTING SYSTEM
BRG.	BEARING	M.O.	MASONRY OPENING
C.J.	CONTROL JOINT	N.S.	NEAR SIDE
CLR.	CLEAR	O.C.	ON CENTER
C.M.U.	CONCRETE MASONRY UNIT	O.D.	OUTSIDE DIAMETER
CONC.	CONCRETE	O.H.	OVER HEAD
CONST. JT.	CONSTRUCTION JOINT	O/O	OUT TO OUT
CONT.	CONTINUOUS	P.S.F.	POUNDS PER SQUARE FOOT
D	DEPTH	P.S.I.	POUNDS PER SQUARE INCH
DET.	DETAIL	R.	RADIUS
DIA.	DIAMETER	REINF.	REINFORCEMENT
ELEV.	ELEVATION	SIM.	SIMILAR
EQ.	EQUAL	T&B	TOP AND BOTTOM
E.W.	EACH WAY	TCDL	TOP CHORD DEAD LOAD
EXIST.	EXISTING	TCLL	TOP CHORD LIVE LOAD
FIN.	FINISH	T.O.	TOP OF
FLR.	FLOOR	T.O.S.	TOP OF STEEL
FND.	FOUNDATION	TYP.	TYPICAL
F.S.	FAR SIDE	U.N.O.	UNLESS NOTED OTHERWISE
FTG.	FOOTING	VERT.	VERTICAL
GA.	GAUGE	V.I.F.	VERIFY IN FIELD
HORIZ.	HORIZONTAL	W.W.F.	WELDED WIRE FABRIC
H.P.	HIGH POINT	W	WIDTH
INSUL.	INSULATION	W/	WITH
I.L.O.	IN LIEU OF		

STRUCTURAL DRAWING LIST:

- S0.1 COVER SHEET
- S0.2 GENERAL & STRUCTURAL NOTES
- C1.0 SITE PLAN
- S1.0 FLOOR PLAN
- S2.0 ELEVATIONS
- S2.1 ELEVATIONS

BUILDING INFORMATION

BUILDING SIZE: 72'x126'x12'
 UNDER ROOF: 9,072SF
 UNCOVERED PATIO: 3,906SF
 COVERED PORCH: 1,240SF
 CARPORT CANOPY: 500SF
 TOTAL UNDER ROOF: 10,812SF

COMPLIANT CODES:

GROUP: A-2
 CONSTRUCTION TYPE: III
 PARKING SPACE: 91

OCCUPANCY LOAD CALCULATION			
SPACE	AREA (ft ²)	FACTOR (ft ² /person)	OCCUPANTS (rounded up)
CONFERENCE ROOM	759	15	51
COMMERCIAL KITCHEN	733	200	4
CLUB ROOM	3,3136	15	210
OFFICES	268	150	2
RESTROOMS	880	50	18
RECREATION ROOM	2,363	50	48
TOTAL:			333

No. 25-254

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REVISION

NO.	DATE	DESCRIPTION

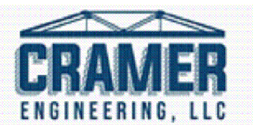
START DATE: 08/06/2025 DRAWN BY: P. CONNER
 REVIEW DATE: MM-DD-YYYY REVIEW BY: K. RICHARDSON
 APPROVAL DATE: MM-DD-YYYY APPROVED BY: J. CRAMER

VERIFY ALL DIMENSIONS IN FIELD

COVER SHEET

S0.1

NOT FOR CONSTRUCTION



STRUCTURAL ENGINEERING
1640 AKRON-PENINSULA ROAD
BUILDING #1-SUITE 202
AKRON, OH 44313
Phone (440) 655-1348
email: jason@cramerengineering.com
www.cramerengineering.com

DATE: XX-XX-2025

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CRAMER ENGINEERING, LLC
2025

NEW AMVETS BUILDING
601 W. CHESTNUT ST.
MT. VERNON, OH

No. 25-254

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REVISION
REASON
DATE

START DATE: 08/05/2025 DRAWN BY: P. CONNER
REVIEW DATE: MM-DD-YYYY REVIEW BY: K. RICHARDSON
APPROVAL DATE: MM-DD-YYYY APPROVED BY: J. CRAMER
VERIFY ALL DIMENSIONS IN FIELD

GENERAL &
STRUCTURAL NOTES

S0.2

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND TO CROSS-CHECK DETAILS AND DIMENSIONS ON THE STRUCTURAL DRAWINGS WITH RELATED REQUIREMENTS ON THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS. FLOOR AND WALL OPENINGS, SLEEVES AND OTHER ARCHITECTURAL, MECHANICAL AND ELECTRICAL REQUIREMENTS MUST BE COORDINATED BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
- ALL ENGINEERING DESIGN, CONSTRUCTION AND TESTING SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE LATEST EDITION (HEREIN REFERRED TO AS "THE CODE").
- THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION, AND COMPLIANCE WITH LOCAL REGULATIONS REGARDING SAFETY IS, AND SHALL BE, THE CONTRACTOR'S RESPONSIBILITY.
- REFER TO THE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
- ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.

EXCAVATION AND INSTALLATION:

- WHEN EXCAVATING FOR NEW FOUNDATIONS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROPER SHORING CONFORMING TO ALL FEDERAL, STATE AND LOCAL CODES AND LAWS AS REQUIRED.
- DURING ANY EXCAVATION OR CONSTRUCTION, FIELD PERSONNEL SHALL TAKE PRECAUTION NOT TO DISTURB OR CUT EXISTING CONDUIT OR UTILITIES. LOCATION OF UTILITY LINES SHOWN ARE APPROXIMATE ONLY.
- COMPACTED FILL SHALL BE PLACED IN 6 INCH LOOSE LAYERS FOR USING HAND OPERATED TAMPERS, AND 8 INCH LOOSE LAYERS FOR USING VIBRATORY ROLLERS. ADJUST MOISTURE CONTENT OF FILL MATERIAL TO THE ASTM D-698 OPTIMUM ± 2%. COMPACT FILL SHALL BE 97% OF MAXIMUM DENSITY, DETERMINED BY USING STANDARD PROCTOR ASTM D-698. THE EXCAVATION CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND SERVICE UTILITIES PRIOR TO BEGINNING CONSTRUCTION WORK.
- NON-EXPANSIVE COMPACTED GRANULAR FILL SHALL BE DEPOSITED IN DEPTHS OF 8" BELOW ALL CONCRETE MATS, SLABS, AND PITS, AND 18" BEHIND ALL CONCRETE WALLS, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING BUILDING FOUNDATIONS AND EQUIPMENT FROM VERTICAL AND LATERAL MOVEMENT DURING AND AFTER EXCAVATION AND INSTALLATION OF FOUNDATIONS. THE MEANS AND DESIGN OF PROTECTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- INSTALLATION SHALL BE PER THE LATEST APPLICABLE LOCAL CODES AND LAWS.
- FOR FOUNDATIONS WHERE THE SUB-BASE MEETS REQUIREMENTS, BUT GROUND WATER IS PRESENT AND CANNOT BE CONTROLLED BY DRAINING OR SUMP PUMPS, A MUD MAT MAY BE USED. THE MUD MAT SHALL CONSIST OF 2000 PSI CONCRETE AND SHALL BE A MINIMUM OF 2" THICK.
- ASSUMED ALLOWABLE SOIL BEARING PRESSURE ON FOOTINGS IS 1,500 LBS PER SQ FT (PSF).
- GENERAL CONTRACTOR SHALL INSTALL FOUNDATION ON VIRGIN SOIL. IT IS RECOMMENDED THAT THE GENERAL CONTRACTOR HAVE A LICENSED GEOTECHNICAL ENGINEER CONDUCT A SOIL TEST AND SUBMIT A WRITTEN REPORT PRIOR TO STARTING THE FOUNDATION.

FOUNDATION NOTES:

- ALL FOOTINGS SHALL BE ESTABLISHED ON PROPERLY UNDISTURBED SOIL OR PROPERLY COMPACTED ENGINEERED FILL IN ACCORDANCE WITH CHAPTER 18 OF THE CODE.
- ALL FOUNDATION BEARING AND FILL MATERIALS SHALL BE INSPECTED AND APPROVED BY THE BUILDING INSPECTOR PRIOR TO PLACING CONCRETE.
- EXCAVATION, GRADING AND FILL/BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 1803 OF THE CODE. ALL FILL AND BACKFILL MATERIALS SHALL BE NON COHESIVE SOILS COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D 1557 METHOD. THE UPPER 6" OF SUB GRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED AND COMPACTED.
- ASSUMED ALLOWABLE SOIL BEARING CAPACITY OF 1,500PSF WAS USE FOR THE DESIGN OF THE FOUNDATION WITH SOIL IMPROVEMENTS IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION AND REPORT.
- ALL ORGANIC TOP SOILS SHALL BE STRIPPED FROM THE AREA UPON WHICH THE PROPOSED STRUCTURE IS TO BE LOCATED.
- ALL EXCAVATION FOR STRUCTURES SHALL BE KEPT DEWATERED UNTIL BACKFILL IS IN PLACE. EXCAVATION FOR STRUCTURES SHALL INCLUDE ALL NECESSARY SHEETING AND SHORING.
- WHERE THE FOUNDATION IS OVER EXCAVATED, REMOVE ALL DISTURBED FOUNDATION SOIL AND REPLACE WITH GRANULAR MATERIAL PROPERLY COMPACTED AS DIRECTED.

ANCHOR RODS & BOLTS:

- ALL ANCHOR BOLTS SHALL BE ASTM F1554 GRADE "A" WITH ASTM A-563 GRADE "A" HEAVY HEX NUTS AND ASTM F-436 HARDENED FLAT STEEL WASHERS. ANCHOR PLATES SHALL BE ASTM A36 STEEL, UNLESS NOTED OTHERWISE.
- ALL ANCHOR BOLTS MUST BE SET WITH A TEMPLATE. INSTALLATION OF ANCHOR BOLTS AND EMBEDDED ITEMS SHALL BE IN STRICT ACCORDANCE WITH A.I.S.C. CODE OF STANDARD PRACTICE.
- SLEEVES MAY BE USED AT CONTRACTOR'S OPTION. IF USED, CONTRACTOR MUST PROTECT CONCRETE FROM CRACKING DUE TO WATER FREEZING IN THE SLEEVE OPENINGS.
- ANCHOR RODS SHALL BE "HILTI HIT HY 150" INJECTION ADHESIVE SYSTEM WITH "HAS" STANDARD BOLTS OR ASTM F1554, GR. 36 THREADED RODS. SIZE, EMBEDMENT AND PROJECTION AS INDICATED ON DESIGN DRAWINGS.
- ANCHOR RODS/BOLTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
- FOR DRILLED IN DOWELS, USE BASF-THE CHEMICAL COMPANY'S "CONCRETE 1090 LIQUID".

CONCRETE NOTES:

- ALL READY MIX CONCRETE SHALL CONFORM TO ASTM C 94.
- ALL REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE LATEST EDITION OF "THE MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION", PUBLISHED BY C.R.S.I.
- ALL REINFORCING BARS, DOWELS, ANCHOR BOLTS AND OTHER INSERTS SHALL BE SECURED IN POSITION PRIOR TO PLACING OF CONCRETE.
- ALL HORIZONTAL BARS IN CONCRETE, WALLS AND GRADE BEAMS SHALL BE CONTINUOUS AND BENT AT ALL CORNERS AND INTERSECTIONS. PRE-BENT "CORNER" BARS SUBSTITUTED FOR CONTINUOUS BENT BARS SHALL BE OF SAME SPACING AS HORIZONTAL BARS AND SHALL BE OF SUFFICIENT LENGTH TO PROVIDE REQUIRED LAP SPlice LENGTHS.
- DETAILING, BENDING AND PLACING OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE ACI CODE.
- ALL CONCRETE FORM WORK SHALL BE ADEQUATELY TIED TOGETHER AND BRACED TO FORM TRUE LINES, SQUARE CORNERS AND PLUMB WALLS.
- ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO CHAPTER 19 OF THE CODE.
- MIX DESIGN SHALL BE BASED ON PERFORMANCE TEST AND SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND GENERAL CONTRACTOR.
- USE AIR-ENTRAINED CONCRETE FOR ALL AREAS EXPOSED TO WEATHER.
- ALL CONCRETE SHALL DEVELOP THE FOLLOWING COMPRESSIVE STRENGTHS AT 28 DAYS (U.N.O.):
CONCRETE FOUNDATION AND WALLS = 4000 PSI
CONCRETE SLABS = 4000 PSI
- NO CONCRETE SHALL BE POURED SUBJECT TO FREEZING CONDITIONS OR ON FROZEN GROUND.
- LOCATE ALL SLEEVES, OPENINGS, EMBEDDED ITEMS, ETC., WHICH ARE INDICATED ON ALL DESIGN DRAWINGS. CHECK WITH OTHER TRADES TO VERIFY THAT ALL SLEEVES, OPENINGS AND EMBEDDED ITEMS ARE IN PLACE AND LOCATED CORRECTLY PRIOR TO PLACING OF CONCRETE.
- REFER TO ARCHITECTURAL DRAWINGS FOR MOLDS, GROOVES, ORNAMENTS OR ACCESSORIES REQUIRED TO BE CAST IN CONCRETE AND FOR LOCATIONS OF FLOOR FINISHES AND SLAB DEPRESSIONS.
- FOOTINGS SHALL BE LOCATED ON THE CENTER LINE OF WALLS, PIERS, OR COLUMNS, UNLESS NOTED OTHERWISE.
- PROCEDURES FOR PLACEMENT OF CONCRETE SHALL BE IN STRICT CONFORMANCE WITH ACI 304, "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE."
- BEAMS AND SLABS SHALL BE POURED MONOLITHICALLY, SO THAT NO HORIZONTAL CONSTRUCTION JOINTS ARE PROVIDED.
- PIPE MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES, BUT SHALL NOT BE EMBEDDED THEREIN. SLEEVES SHALL BE WRAPPED WITH EXPANSION JOINT FILLER MATERIAL TO ALLOW CONCRETE TO CURE WITHOUT RESTRAINT. PIPES OR CONDUITS EXCEEDING ONE THIRD THE SLAB OR WALL THICKNESS SHALL NOT BE IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. SEE MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR LOCATIONS OF SLEEVES, ACCESSORIES, ETC.
- CONCRETE SLABS ON GRADE SHALL BE POURED ON COMPACTED SUBGRADE OR UNDISTURBED SOIL. SLAB SURFACES SHALL BE SMOOTH AND LEVEL OR SHALL HAVE SMOOTH EVEN SLOPE. CONCRETE FINISH SHALL BE SMOOTH FOR INTERIOR FLOOR SLABS AND BROOMED FOR EXTERIOR WALKS.
- THE SURFACE OF ALL CONSTRUCTION JOINTS SHALL BE CLEANED TO REMOVE ALL DUST, CHIPS OR OTHER FOREIGN MATTER PRIOR TO PLACING THE ADJACENT CONCRETE.
- SLAB CONTROL JOINTS SHALL BE INSTALLED WITH JOINT FORMERS WHEN THE SLAB IS POURED, OR SAWCUT AS SOON AS THE CONCRETE WILL ALLOW WITHOUT DAMAGE.
- ALL REINFORCING STEEL TO BE GRADE FY=60KSI.

WOOD:

- ALL WOOD CONSTRUCTION SHALL BE DESIGNED, FURNISHED, AND ERECTED IN ACCORDANCE WITH N.D.S. AND THE LATEST EDITION OF THE AITC TIMBER CONSTRUCTION MANUAL.
- ALL LUMBER SHALL BE MINIMUM NO.1 / NO.2 SPF UNLESS INDICATED OTHERWISE.
- ALL WOOD IN CONTACT WITH CONCRETE, MASONRY OR GROUND SHALL BE SOUTHERN PINE, PRESSURE TREATED FOR DECAY AS FOLLOWS:
0.60 FOR IN-GROUND USE
0.40 FOR ABOVE GROUND AND IN CONTACT W/GROUND
0.40 FOR WOOD IN CONTACT WITH CONCRETE RETENTION SHALL BE PER MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR USE.
- ALL FASTENERS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE GALVANIZED WITH A MINIMUM G185 COATING.
- ALL PLYWOOD DESIGNATED ON THE STRUCTURAL DRAWINGS SHALL BE DOUGLAS FIR, CONFORMING TO THE LATEST NATIONAL BUREAU OF STANDARDS "U.S. PRODUCT STANDARDS PS 1". PLYWOOD SHALL BE GRADE STAMPED CDX WITH EXTERIOR GLUE AND PANEL INDEX 24/16, UNLESS NOTED OTHERWISE.
- STRUCTURAL PLYWOOD SHALL CONFORM TO U.S. PRODUCT STANDARD PS 1-83. STRUCTURAL USE PANELS SHALL CONFORM TO NER-108 (APA PRP-108). A.P.A. GRADE STAMP SHALL BE PROVIDED ON ALL SHEATHING. ROOF AND FLOOR SHEATHING AND SHEAR WALL PANELS SHALL BE IN PLACE AND INSPECTED BY THE BUILDING OFFICIAL PRIOR TO COVERING. INSTALL WITH FACE GRAIN ACROSS SUPPORTS EXCEPT WHERE NOTED ON PLANS OR DETAILS. PROVIDE GAPS AT ALL EDGES AS SPECIFIED BY A.P.A.
- PLYWOOD SHALL BE A.P.A. PERFORMANCE STAMPED, AS SPECIFIED ABOVE, GRADE STAMPED C-D, EXPOSURE.
- ALL GLUE LAMINATED MEMBERS AS SHOWN ON PLANS SHALL BE IN ACCORDANCE WITH A.N.S.I. A190.1, A.I.T.C. OR A.P.A. INSPECTION CERTIFICATES SHALL BE FURNISHED WITH EACH BEAM. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. GLUE LAMINATED MEMBERS SHALL BE OF INDUSTRIAL APPEARANCE WITH EXTERIOR GLUE.
- NO WOOD MEMBER SHALL BE CUT, NOTCHED OR BORED, EXCEPT AS DETAILED OR PERMITTED BY THIS CODE.
- ALL TOPS OF COLUMNS AND WALLS SHALL BE ADEQUATELY BRACED UNTIL THE ROOF SHEATHING IS COMPLETELY NAILED IN PLACE.
- MAXIMUM STUD HEIGHT AND SPACING PER TABLE 2308.9.1 OF THE CODE. MAXIMUM CEILING JOIST SPANS SHALL BE PER OBC SPAN TABLES. PROVIDE BLOCKING AT 8'-0" O.C.
- BUILDING DEPARTMENT INSPECTION OF THE ROOF AND FLOOR SYSTEMS IS REQUIRED PRIOR TO PLACING ANY MATERIAL ON OR SUSPENDING ANY LOADS FROM THE ROOF OR FLOOR SYSTEMS.
- FRAMING HARDWARE SHALL BE "SIMPSON STRONG-TIE" OR EQUAL. SUBSTITUTIONS SHALL BEAR I.C.B.O. APPROVAL. ALL FLUSH WOOD TO WOOD CONNECTORS SHALL BE MADE WITH "SIMPSON" METAL HANGERS AS FOLLOWS, UNLESS NOTED OTHERWISE:
2x4, 6 AND 8 MEMBERS = "U" SERIES
2x10, 12, 14, & 16 MEMBERS= "HU" SERIES
4x4 AND LARGER = "HUTF" SERIES
POST TO BEAM MEMBERS = "PC" SERIES
- FASTENING - UNLESS NOTED OTHERWISE ON THE DRAWINGS, THE QUANTITY AND SIZE OF FASTENERS CONNECTING WOOD FRAME MEMBERS TOGETHER AND SHEATHING MATERIALS TO WOOD FRAME MEMBERS SHALL NOT BE LESS THAN THAT SPECIFIED IN TABLE 2304.9.1 OF THE CODE AND PER MANUFACTURERS SPECIFICATIONS.
a. ALL NAILS EXPOSED TO THE WEATHER SHALL BE GALVANIZED.
b. TOE NAILS SHALL BE DRIVEN AT AN ANGLE OF 30 DEGREES TO THE PIECE SURFACE AND BE STARTED AT 1/2 THE LENGTH OF THE NAIL FROM THE EDGE OF THE PIECE.
- WOOD SCREWS SHALL BE IN CONFORMANCE WITH A.N.S.I. B18.6.1.
- BOLTS AND LAG SCREWS SHALL CONFORM TO A.N.S.I. B18.2.1. ALL BOLTS THROUGH WOOD SHALL HAVE STANDARD CUT WASHERS EXCEPT WHERE METAL SIDE PLATES ARE SPECIFIED. BOLT HOLES SHALL BE BORED 1/32" TO 1/16" LARGER THAN THE BOLT DIAMETER, UNLESS NOTED OTHERWISE. ALL BOLTS SHALL BE RETIGHTENED PRIOR TO APPLICATION OF PLASTER, PLYWOOD, ETC.

STRUCTURAL STEEL NOTES:

- ALL STRUCTURAL STEEL SHALL BE CONFORM TO THE LATEST EDITION "STEEL CONSTRUCTION MANUAL" OF THE AISC.
- UNLESS OTHERWISE NOTED (UNO), ALL MATERIAL SHALL BE IN ACCORDANCE WITH THE FOLLOWING ASTM SPECIFICATIONS:
ASTM A 992, WIDE FLANGE
ASTM A 500, GRADE B, HSS HOLLOW STRUCTURAL SHAPE
ASTM A 36, PLATES, BARS, RODS, AND ANGLES
ASTM A 501, PIPE
ASTM A 3125, GR A325 OR A409 FOR HIGH STRENGTH BOLTS.
ASTM F 1554 GRADE ANCHOR BOLTS.
ASTM A 307, GRADE A, ANCHOR BOLTS.
ASTM A 563, HEAVY HEX NUTS.
ASTM A 436, HARDENED STEEL WASHERS.
ASTM B193 B7, THREADED ROD.
- ALL CONNECTIONS SHALL BE SHEAR TYPE CONNECTIONS AND DESIGNED BY THE FABRICATOR FOR THE FACTORED SHEAR FORCES INDICATED ON PLAN IN ACCORDANCE TO FACTOR DESIGN. MINIMUM BOLT DIAMETER SHALL BE 3/4" UNO. ALL BOLTS SHALL BE SHEAR/BEARING TYPE BOLTS AND "SNUG TIGHT".
- ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 USING E70XX ELECTRODES UNO. PROVIDE CONTINUOUS MINIMUM SIZED FILLET WELD PER AISC REQUIREMENTS. ALL FILLER MATERIAL SHALL HAVE MINIMUM YIELD STRENGTH OF 58KSI.
- WHERE "CONTINUOUS CHORD" ANGLES ARE INDICATED, PROVIDE A CONTINUOUS BUTT WELD OR FULL PENETRATION WELD AT THE SPLICE POINTS. THE STEEL FABRICATOR MAY SUBMIT AN ALTERNATE BOLTS CONNECTION DETAILS FOR APPROVAL.
- ALL MOMENT CONNECTIONS ARE NOTED THUS () ON PLAN. SEE TYPICAL DETAILS.
- WHERE STEEL BEAMS BEAR ACROSS BUILDING EXPANSION JOINTS OR AT WALL CONTROL JOINTS, PROVIDE A "SLIP" CONNECTION PER TYPICAL DETAIL.
- HOLES IN STEEL SHALL BE DRILLED OR PUNCHED. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IS NOT PERMITTED.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL STEEL PERMANENTLY EXPOSED TO VIEW SHALL BE SHOP PRIMED WITH ONE COAT OF SSPC 15-68, TYPE 1 (RED OXIDE) PAINT.
- THE STRUCTURAL STEEL ERECTOR SHALL PROVIDE ALL TEMPORARY GUYING AND BRACING.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL STEEL PERMANENTLY EXPOSED TO THE WEATHER, INCLUDING ALL BRICK SHELF ANGLE SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A-153 OR ASTM A123/A123M.

STRUCTURAL STEEL FABRICATION NOTES:

SHOP FABRICATION DETAILS ARE TO BE MADE FROM "ISSUED FOR CONSTRUCTION" DESIGN DRAWINGS ONLY.

- FABRICATOR IS RESPONSIBLE FOR:
 - CHECKED SHOP DETAILS.
 - CONNECTIONS NOT SHOWN ON THE DESIGN DRAWINGS.
 - PROVIDING FINISHED SHIPPING WEIGHTS (EITHER UNDER THE PIECE OR IN THE BILL OF MATERIAL).
 - FIELD BOLT LIST FOR STRUCTURAL STEEL TO STRUCTURAL STEEL FIELD CONNECTIONS, INCLUDING BOLT SUMMARY.
 - CHECKING BEAM WEBS WITH DEEP COPE CUTS FOR WEB SHEAR, AND PROVIDING NECESSARY REINFORCEMENT, IF REQUIRED.
 - PAINTING CONSISTENT WITH FABRICATION SPECIFICATION. FIELD PAINTING TO BE MINIMIZED WHILE NOT AFFECTING DESIGN OF BOLTED CONNECTIONS.
 - COORDINATING OF DETAILING WITH SUBCONTRACTOR'S APPROVAL PACKAGE SUBMITTALS

NOT FOR CONSTRUCTION

DATE: XX-XX-2025

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NEW AMVETS BUILDING
601 W. CHESTNUT ST.
MT. VERNON, OH

No. 25-254
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LLC.

REVISION	DATE	DESCRIPTION

START DATE: 08/06/2025 DRAWN BY: P. CORNER
REVIEW DATE: MM-DD-YYYY REVIEW BY: K. RICHARDSON
APPROVAL DATE: MM-DD-YYYY APPROVED BY: J. CRAMER
VERIFY ALL DIMENSIONS IN FIELD

SITE PLAN

C1.0

Utility Service Providers
for this location

Electric Provider:

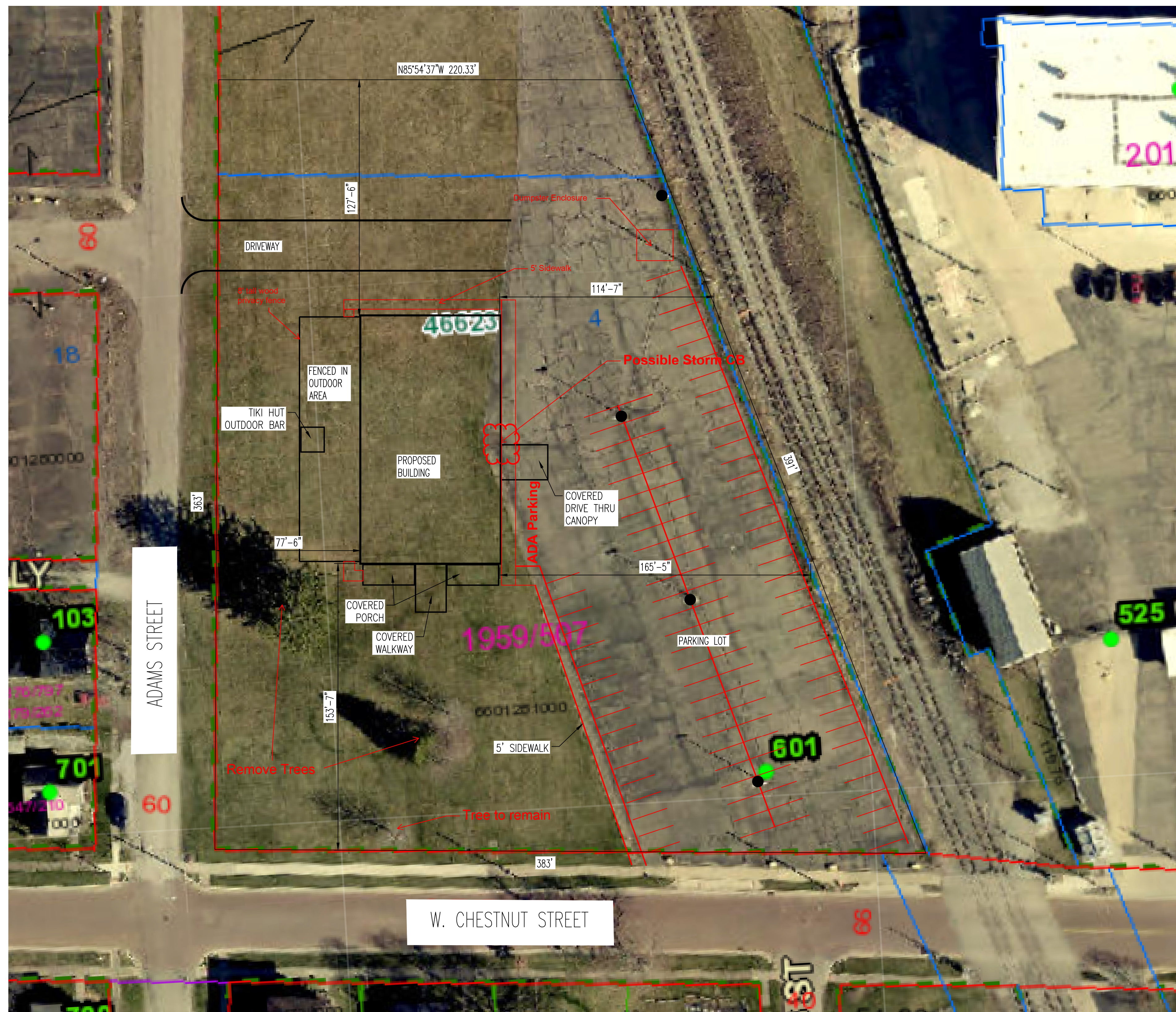
Company Name: AEP Ohio

Telecom Provider:

Company Name: (UTO) Brightspeed

Additional Notes:

Municipal utilities are not included in search results. Water provider results only appear if there is a private water company servicing the area.

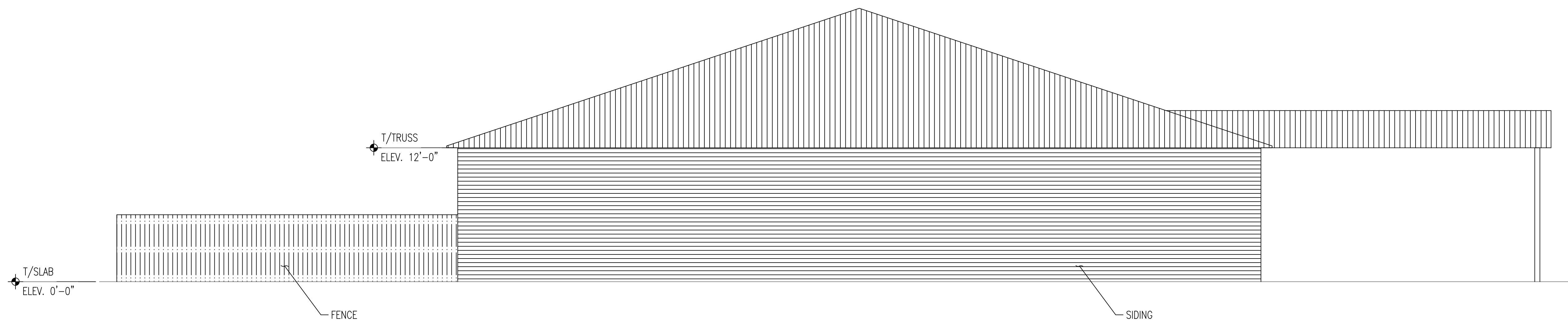


SITE PLAN
SCALE: 1/32" = 1'-0"

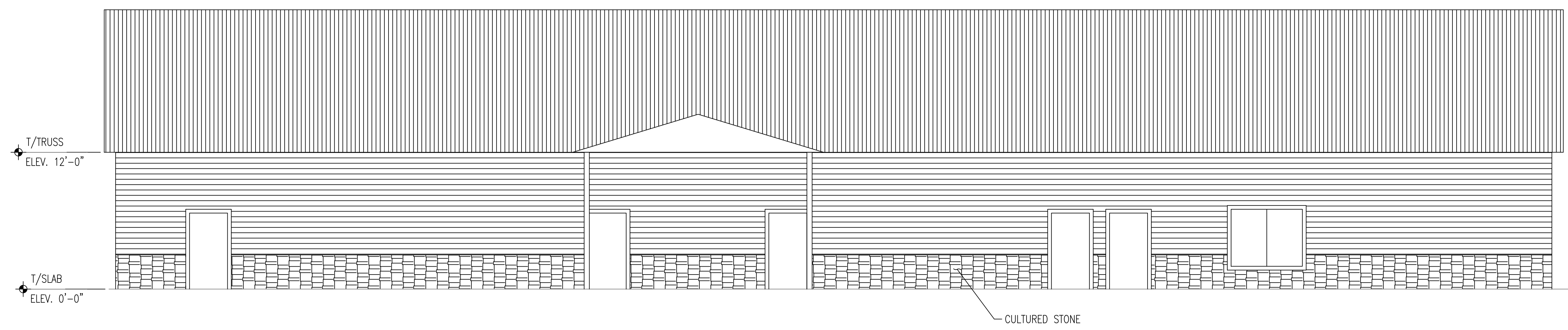
SYMBOL LEGEND

● LIGHT POLE

NOT FOR CONSTRUCTION



REAR ELEVATION
 SCALE: 3/16" = 1'-0"



RIGHT ELEVATION
 SCALE: 3/8" = 1'-0"

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NOT FOR CONSTRUCTION

ELEVATIONS

S2.0

DATE: XX-XX-2025

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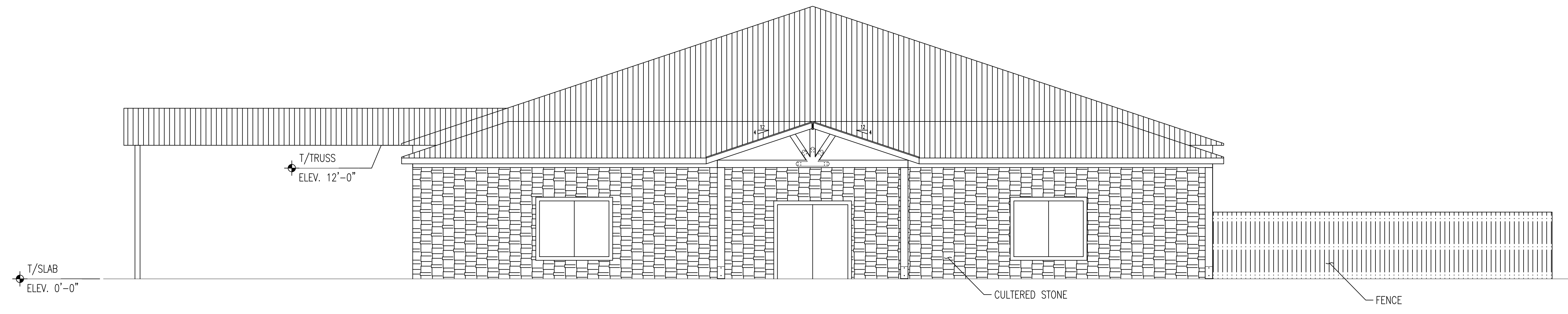
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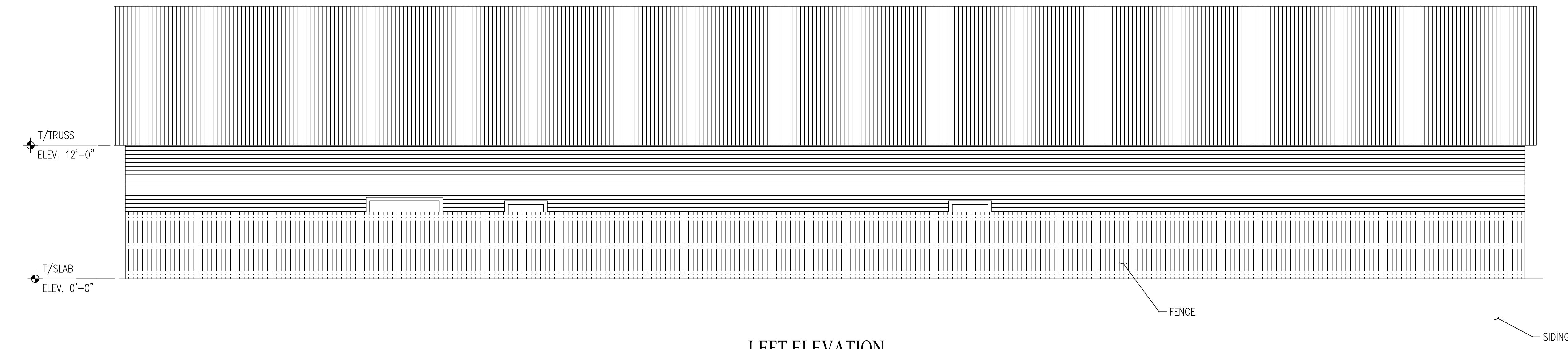
VERIFY ALL DIMENSIONS IN FIELD

ELEVATIONS

S2.1



FRONT ELEVATION
SCALE: 3/16" = 1'-0"



LEFT ELEVATION
SCALE: 3/8" = 1'-0"

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