



Municipal Planning Commission

December 14, 2023

Regular Meeting

Minutes

4:00 PM

VIDEO BROADCASTING/RECORDING

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

CALL TO ORDER

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

Others in attendance: Lacie Blankenhorn, City Development Services Manager; Brittany Whitney, Assistant City Law Director; Chad VanSickle; Cheryl Splain; Chad VanSickle; Mel Severns; James Mahan;

MINUTES APPROVAL

- Municipal Planning Commission - Special Meeting - Oct 26, 2023 4:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Todd Hawkins, Member
AYES:	Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Salyers, Diehl, West

MPC ITEMS

- 2023-MPC-23 : Bylaws

Mayor Starr called for a motion concerning the proposed bylaws.

Ellsworth made a motion to approve the bylaws.

Discussion: Swallow asked, concerning Article 3 membership, is the municipal corporation the city limits. He then asked about the length of terms and if they are related to calendar dates.

Starr explained that was for the very first commission and we are now pasted that. Terms are now 6 years.

Starr said this was taken directly from the Code and ORC and was worked on by himself, Mr. Broeren and Mrs. Blankenhorn.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Anne Ellsworth, Member
SECONDER:	Austin Swallow, Member
AYES:	Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Salyers, Diehl, West

- 2023-MPC-25 : Gilchrist Estates Phase II Preliminary Plat

Blankenhorn introduced the case.

VanSickle (sworn in) explained he was here to present Phase 2 of Gilchrist Estates residential development. There are 21 lots in Phase 2. This is a continuation of Phase 1. Phase 1 has been built. Phase 2 has about 1,500 feet of additional road that the City will take over along with utilities: water, sanitary sewer, and storm sewer. There are lots on both sides of the road. This is in anticipation of additional phases, phases three and four, to continue the loop around. This is scheduled to start next year, as soon as final permits are issued, likely early spring. There are a couple of retention ponds proposed, that the City will maintain, as they do for Phase 1. Those are in design right now and will then be submitted to the City Engineer for review and approval.

Currently they are seeking permits from Ohio EPA for water and sewer. The stormwater permit will be issued by the City. There is also a small impact on a wetland that requires a permit from the Army Corps of Engineers. Hawkins asked if most of the lots for Phase 1 are sold. VanSickle said he believes so. He knows there are few left that have not sold, but a majority of them are sold or spoken for.

Ball said 2 months ago there were 4 left.

There was no other testimony or submitted comments.

Ball said the signature line label needs to be edited to read Mount instead of Mt. He believes the utilities are pretty well sorted out and he doesn't have any concerns with the proposal.

Tree clearing has already been authorized by Shade Tree and is underway. VanSickle said it is pretty much complete.

Ball said Shade Tree has an agreement established for tree planting and replacements sorted out.

Blankenhorn said the proposal will need to be edited to read Plymouth Road because that is how Phase 1 was recorded with the County. Ball said technically it should be called Plymouth Drive, but since it wasn't caught on the first phase we will continue with Road.

There were no legal concerns.

Hawkins made a motion to approve the proposed preliminary plat with the 2 changes to Mount and Road.

There was no further discussion.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Todd Hawkins, Member
SECONDER:	Anne Ellsworth, Member
AYES:	Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Salyers, Diehl, West

ADJOURN

- Adjourn Motion

Swallow made a motion to adjourn the meeting, Ellsworth seconded and the meeting was adjourned at 4:26 PM

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Anne Ellsworth, Member
AYES:	Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Salyers, Diehl, West



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 12/14/23 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

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

MPC ITEM (ID # 3891)

DOC ID: 3891

2023-MPC-23 : BYLAWS

Consider proposed Bylaws for adoption.

HISTORY:

10/26/23

Municipal Planning Commission TABLE

Next: 12/14/23

Starr said no determinations are needed tonight.

(Hawkins left the meeting. A quorum of 4 remained.)

Starr said the Administration wants each commission and board to have their own independent bylaws. It will help out with recruiting and also with the clarification of roles and so forth.

Salyers moved to table the consideration of the bylaws to the December meeting. Ellsworth seconded; voting was AIF. There will not be a meeting in November.

COMMENTS - Current Meeting:

Mayor Starr called for a motion concerning the proposed bylaws.

Ellsworth made a motion to approve the bylaws.

Discussion: Swallow asked, concerning Article 3 membership, is the municipal corporation the city limits. He then asked about the length of terms and if they are related to calendar dates.

Starr explained that was for the very first commission and we are now pasted that. Terms are now 6 years.

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RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Anne Ellsworth, Member
SECONDER:	Austin Swallow, Member
AYES:	Anne Ellsworth, Matthew T. Starr, Todd Hawkins, Austin Swallow
EXCUSED:	Tanner Salyers, Eric Diehl, Jason West



BYLAWS OF THE

Municipal Planning Commission for the City of Mount Vernon, Ohio

ARTICLE 1. NAME

The name of the board is *MUNICIPAL PLANNING COMMISSION*.

ARTICLE 2. PURPOSE AND DUTIES

(A) The Planning Commission shall:

- (a) Review proposed amendments to Zoning Districts and/or the Zoning District Map and make recommendations to Council.
- (b) When appropriate, initiate proposed amendments to the Zoning Ordinance and Map.
- (c) Review, approve or disapprove subdivision plats and development plans for Planned District applications, with reference to the provisions of the Zoning Ordinance and the Subdivision Regulations of the City. Upon a request for a modification of an approved subdivision plat or development plan of a Planned District, notice of such request shall be served upon all adjacent property owners by ordinary U.S. mail.
- (d) Carry out all other powers and duties conferred upon it by this Zoning Ordinance or other City Ordinances and the laws of the State of Ohio. (Ord. 2014-08. Passed 4-28-14.)

(B) The planning commission established under section [713.01](#) of the Revised Code shall make plans and maps of the whole or any portion of the municipal corporation, and of any land outside thereof, which, in the opinion of the commission, is related to the planning of the municipal corporation, and make changes in such plans or maps when it deems it advisable. Such maps or plans shall show the commission's recommendations for the general location, character, and extent of streets, alleys, ways, viaducts, bridges, waterways, waterfronts, subways, boulevards, parkways, parks, playgrounds, aviation fields

and other public grounds, ways, and open spaces; the general location of public buildings and other public property; the general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power, and other purposes; and the removal, relocation, widening, narrowing, vacating, abandonment, change of use of or extension of such public ways, grounds, open spaces, buildings, property, utilities, or terminals. With a view to the systematic planning of the municipal corporation, the commission may make recommendations to public officials concerning the general location, character, and extent of any such public ways, grounds, open spaces, buildings, property, utilities, or terminals. As the work of making the whole plan progresses, the commission may from time to time adopt and publish any part thereof, and such part shall cover one or more major sections or divisions of the municipal corporation or one or more of the functional matters to be included in the plan. The commission may from time to time amend, extend, or add to the plan. This section does not confer any powers on the commission with respect to the construction, maintenance, use, or enlargement of improvements by any public utility or railroad on its own property if such utility is owned or operated by an individual, partnership, association, or a corporation for profit.

- (C) The planning commission may accept, receive, and expend funds, grants, and services from the federal government or its agencies, from departments, agencies, and instrumentalities of this state or any adjoining state or from one or more counties of this state or any adjoining state or from any municipal corporation or political subdivision of this or any adjoining state, including county, regional, and municipal planning commissions of this or any adjoining state, or from civic sources, and contract with respect thereto, either separately or jointly or cooperatively, and provide such information and reports as may be necessary to secure such financial aid.
- (D) The commission may control, preserve, and care for historical landmarks; control, in the manner provided by ordinance, the design and location of statutory and other works of art, which are the property of the municipal corporation; control the removal, relocation, and alteration of any such works; and control the design of harbors, bridges, viaducts, street fixtures, and other public structures and appurtenances.
- (E) Public Grounds and Structures.
 - (a) Whenever the commission makes a plan of the municipal corporation, or any portion thereof, no public building or structure, street, boulevard, parkway, park, playground, public ground, canal, river front, harbor, dock, wharf, bridge, viaduct, tunnel, or other public way, ground, works, or utility, whether publicly or privately owned, or a part thereof, shall be constructed or authorized to be constructed in the municipal corporation or planned portion thereof unless the location, character, and extent thereof is

approved by the commission. In case of disapproval the commission shall communicate its reasons therefore to the legislative authority of the municipal corporation and to the head of the department which has control of the construction of the proposed improvement or utility. The legislative authority, by a vote of not less than two-thirds of its members and of such department heads, together may overrule such disapproval.

- (b) If such public way, ground, works, building, structure, or utility is an authorization or financing of which does not, under the law or charter provisions governing it, falls within the province of a municipal legislative authority or other municipal body or official, the submission to the commission shall be by the state, school, county, district, or township official, board, commission, or body having such jurisdiction, and the commission's disapproval may be overruled by such official, board, commission, or body by a vote of not less than two-thirds of its membership.
- (c) The narrowing, ornamentation, vacation, or change in the use of streets and other public ways, grounds, and places shall be subject to similar approval, and disapproval may be similarly overruled. The commission may make recommendations to any public authorities or to any corporations or individuals in such municipal corporations or the territory contiguous thereto, concerning the location of any buildings, structures, or works to be erected or constructed by them.

ARTICLE 3. MEMBERSHIP

- (A) The legislative authority of each city may establish a commission of five members, consisting of the mayor, the director of public service, two citizens of the municipal corporation, and one public member who shall serve without compensation and shall be appointed by the mayor for a term of six years, except that the term of one of the members of the first commission shall be for four years and one for two years.
- (B) The Mayor shall also appoint two alternate members, with the approval of City Council, who may be called upon to hear matters before the Municipal Planning Commission if a member is unavailable or has a conflict of interest. Each appointed member shall serve until his or her successor is appointed and qualified. (ORC 713.01)
- (C) The Mayor shall fill any vacancies in the Municipal Planning Commission by appointing a new member to the unexpired term of the previous member.
- (D) The public members appointed under this section need not be residents of the

municipal corporation but shall be residents of the county in which the municipal corporation is located or a township that is adjacent to the county. For purposes of this section, all members of a planning commission are subject to section [2921.42](#) of the Revised Code.

- (E) Whenever a planning commission is appointed under this section, it shall have all the powers conferred in section [735.15](#) of the Revised Code.
- (F) Members of the Municipal Planning Commission shall serve without pay. (Ord. 1990-11. Passed 4-16-90.)
- (G) An individual board member may not act in an official capacity except through the action of the board.
- (H) Members are expected to let the City Clerk know if there are any conflicts of interest regarding the business set forth on the agenda or that may arise in a meeting.
- (I) Attendance - members are expected to let the City Clerk know if they are not able to attend the meetings.
- (J) The chair, or in his absence the vice-chair, shall advise Council by letter if any Municipal Planning Commission member has absented himself from all meetings held during any period of ninety consecutive days or who has absented himself from a total of one-fourth of the regular meetings during a calendar year. Council shall consider removing such a member.
- (K) A member who seeks to resign from the Commission shall submit a written resignation to their appointing authority. If possible, the resignation should allow for a thirty day notice so the appointing authority can appoint a replacement.

ARTICLE 4. OFFICERS

- (A) The officers of the board shall consist of the Mayor as chair and the Safety-Service Director as vice-chair.

ARTICLE 5. DUTIES OF OFFICERS

- (A) The chair shall preside at board meetings.
- (B) In the absence of the chair, the vice-chair shall perform all duties of the chair.

ARTICLE 6. AGENDAS

- (A) Upon receipt of application, the Zoning Enforcement Officer or his designee shall place the application on the agenda for the Municipal Planning Commission at its next regular meeting following ten days from the date the application is filed. The Zoning Enforcement Officer (or designee) shall further cause to be published in a newspaper of general circulation in the City, a public notice of the scheduled hearing of the application together with a general description of the nature of the application. The applicant shall be notified by mail of the date of the hearing.
- (B) Agendas are published on the City's website.

ARTICLE 7. MEETINGS

- (A) The Commission meetings shall comply with the Ohio Open Meetings Act (ORC 121.22).
- (B) Commission meetings shall be governed by Robert's Rules of Order.
- (C) The Commission may not conduct an executive session without the approval of the Law Director.
- (D) The Commission shall meet monthly on the second Thursday of the month at 4:00 p.m. in Council Chambers (40 Public Square) or when it is required to meet in order to comply with a legal deadline. At times, the Municipal Planning Commission may meet immediately following the Historical Review Commission which is scheduled at the same time and location.
- (E) No later than December of each year, the board shall adopt a schedule of the meetings for the upcoming year, including makeup meeting dates for the holidays and canceled meetings.
- (F) The chair may call a special meeting, and the chair shall call a special meeting if requested by two or more members. The call shall state the purpose of the meeting.
- (G) Three members constitute a quorum.

- (H) If a quorum for a meeting does not convene within twenty (20) minutes of the posted time for the meeting, then the meeting may not be held.
- (I) To be effective, a board action must be adopted by an affirmative vote of the majority of the members present.
- (J) The Municipal Planning Commission may allow time for public comments during the meeting. The Chair may limit the length of time of any individual speaker.
- (K) The Zoning Enforcement Officer (or designee) shall prepare the Commission minutes. The minutes of each Commission meeting must include the vote of each member on each item before the Commission and indicate whether a member is absent or failed to vote on an item.
- (L) The city shall retain documents of the Municipal Planning Commission pursuant to its written records retention policy as approved by the Ohio History Connection.
- (M) Each person and Commission member attending a Commission meeting should act appropriately and professionally.

ARTICLE 8. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order shall govern the board in all cases to which they are applicable, except when inconsistent with these bylaws.

ARTICLE 9. AMENDMENT OF BYLAWS

A bylaw amendment is not effective unless approved by a majority of the Municipal Planning Commission. Amendments may not apply to those provisions within the bylaws that carry state statutory requirements as outlined in the ORC.

The Municipal Planning Commission bylaws were approved by the Municipal Planning Commission meeting held on _____ (date/time) at CITY HALL, 40 PUBLIC SQUARE, MOUNT VERNON, OHIO (location) .

(Signature of Municipal Planning Commission Chair)

Municipal Planning Commission members present:



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 12/14/23 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

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

MPC ITEM (ID # 3911)

DOC ID: 3911

2023-MPC-25 : GILCHRIST ESTATES PHASE II PRELIMINARY PLAT

Per Codified Ordinance Chapter 1135 a preliminary plat has been submitted for review by the Municipal Planning Commission.

Description of Request: Diversified Engineering for Schlabach Builders submits for review, the preliminary plat of Gilchrist Estates Phase II. Parcels 71-00001.046 and 71-00001.000.

The Municipal Planning Commission shall approve or disapprove the plat or approve it subject to modifications.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

VanSickle (sworn in) explained he was here to present Phase 2 of Gilchrist Estates residential development. There are 21 lots in Phase 2. This is a continuation of Phase 1. Phase 1 has been built. Phase 2 has about 1,500 feet of additional road that the City will take over along with utilities: water, sanitary sewer, and storm sewer. There are lots on both sides of the road. This is in anticipation of additional phases, phases three and four, to continue the loop around. This is scheduled to start next year, as soon as final permits are issued, likely early spring. There are a couple of retention ponds proposed, that the City will maintain, as they do for Phase 1. Those are in design right now and will then be submitted to the City Engineer for review and approval.

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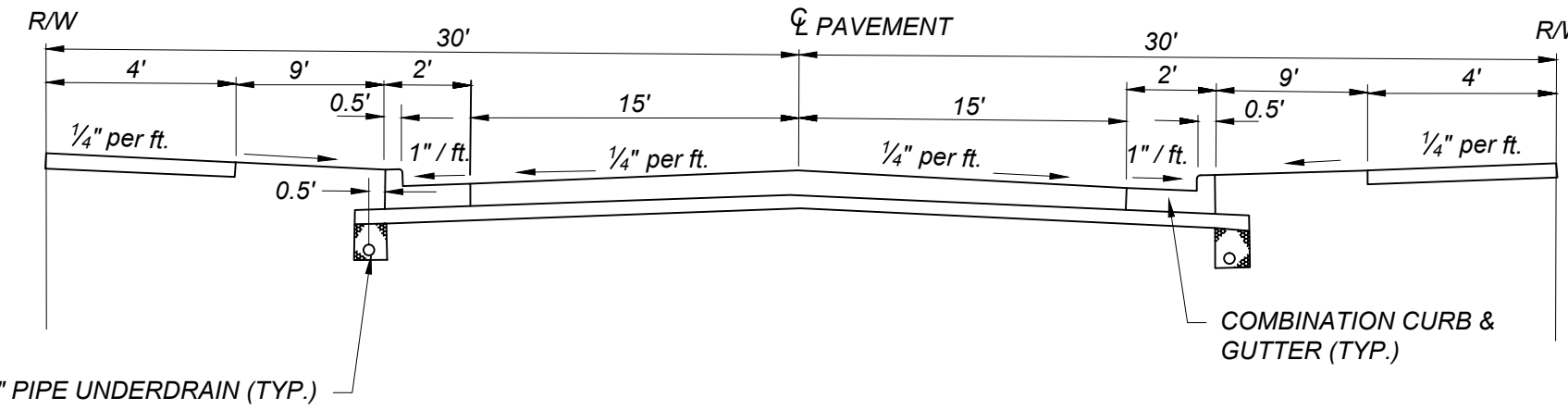
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There was no further discussion.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Todd Hawkins, Member
SECONDER:	Anne Ellsworth, Member
AYES:	Anne Ellsworth, Matthew T. Starr, Todd Hawkins, Austin Swallow
EXCUSED:	Tanner Salyers, Eric Diehl, Jason West



TYPICAL SECTION
Not to Scale

ENGINEER:
THIS PLATTING AND THE REQUIRED IMPROVEMENTS COMPLETED AND/OR PROPOSED, ARE HEREBY APPROVED

MT. VERNON CITY

DATE

CITY PLANNING COMMISSION:
THE PLANNING COMMISSION OF THE CITY OF MOUNT VERNON, OHIO HEREBY APPROVES THIS PLATTING AS SHOWN HEREON

CHAIRMAN

DATE

REFERENCE:
PROPOSED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF GILCHRIST ESTATE SUBDIVISION PROVIDED BY SCHLABACH BUILDERS, LTD.

OWNER / DEVELOPER:

Schlabach Builders
6678 State Route 241
Millersburg, Ohio 44654

TOTAL NUMBER OF LOTS IN SUBDIVISION = 109 LOTS
TOTAL LENGTH OF STREET IN SUBDIVISION = 7,577 L.F.

ZONED = PND

NO UNDERGROUND MINING OPERATIONS.

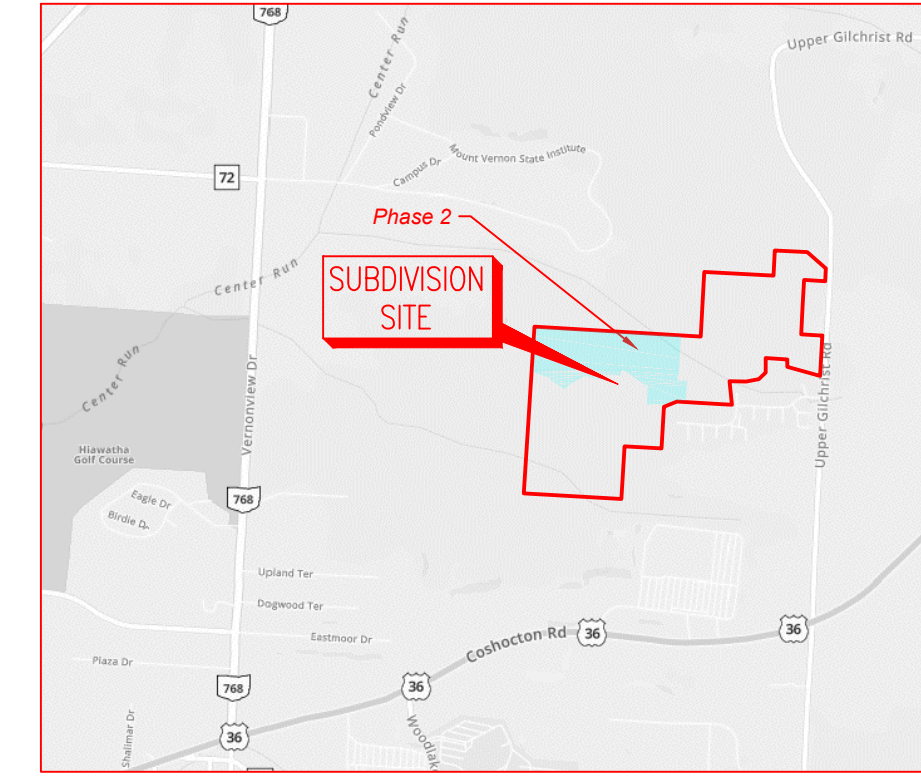
NOT IN FLOOD ZONE.

TRASH COLLECTION SYSTEMS:

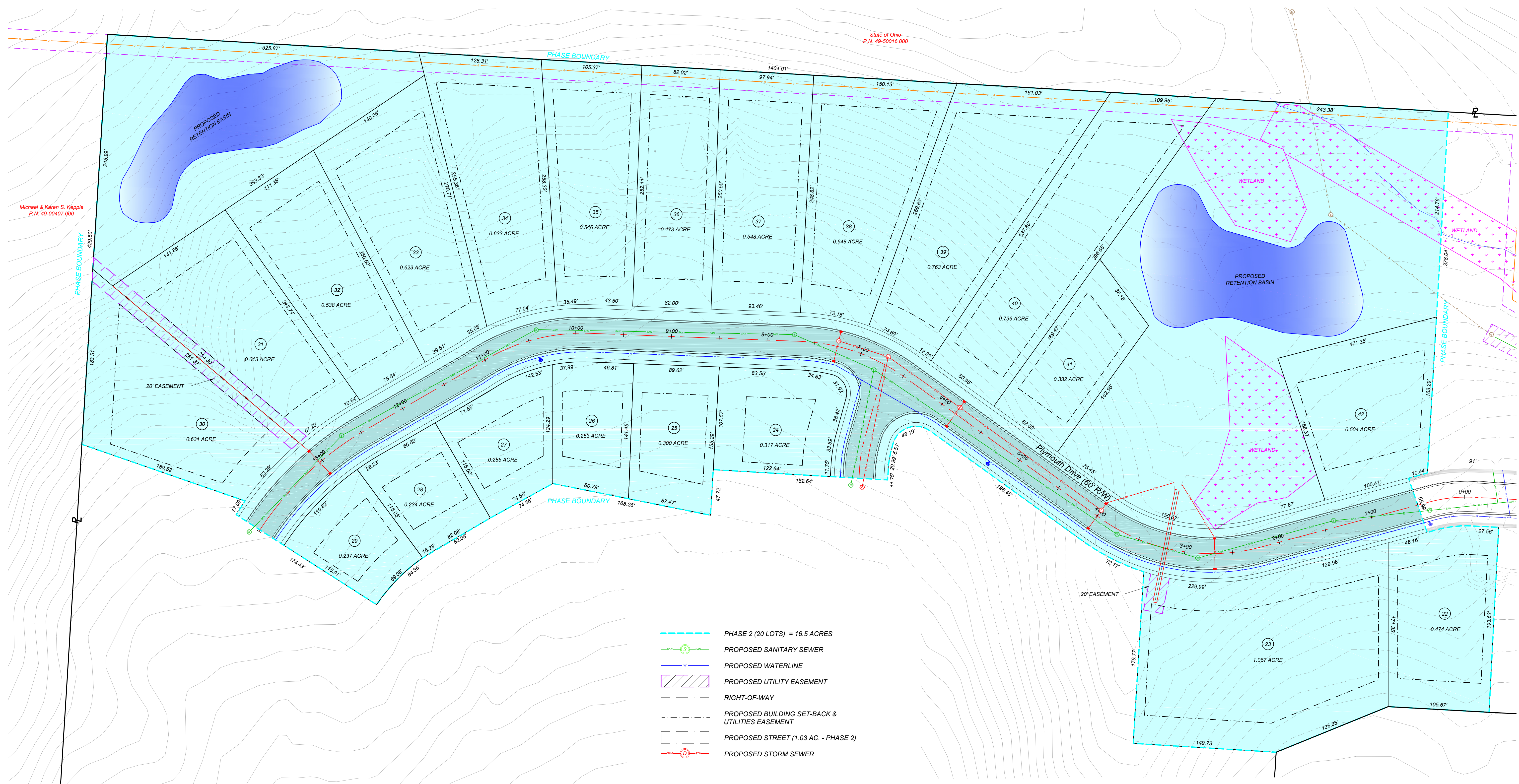
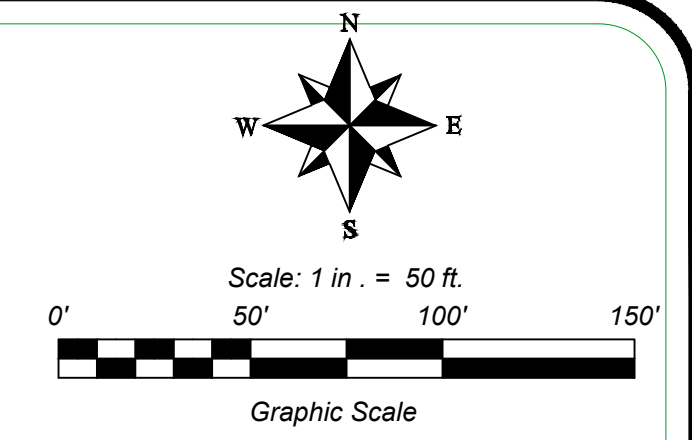
- 1) RESIDENTIAL SINGLE FAMILY HOMES / CONDOMINIUM DEVELOPMENT AREA
 - INDIVIDUAL WASTE COLLECTION CONTAINERS
 - HOMEOWNERS RESPONSIBILITY

MINIMUM SIDE YARD SETBACK: TEN FEET FOR PRINCIPAL BUILDINGS AND FIVE FEET FOR DETACHED ACCESSORY BUILDINGS.
MINIMUM REAR YARD SETBACK: THIRTY FEET, PROVIDED HOWEVER, THAT THE MINIMUM REAR YARD SHALL BE TWENTY-FIVE FEET FOR LOTS AFFECTED BY THE RADIUS OF CUL-DE-SAC TURNAROUND, AND SHALL BE FIVE FEET FOR ACCESSORY BUILDINGS.

LOCATED IN SECTION 17, QUARTER TOWNSHIP 3,
TOWNSHIP 7, RANGE 12, UNITED STATES MILITARY LANDS,
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO



VICINITY MAP
Not to Scale



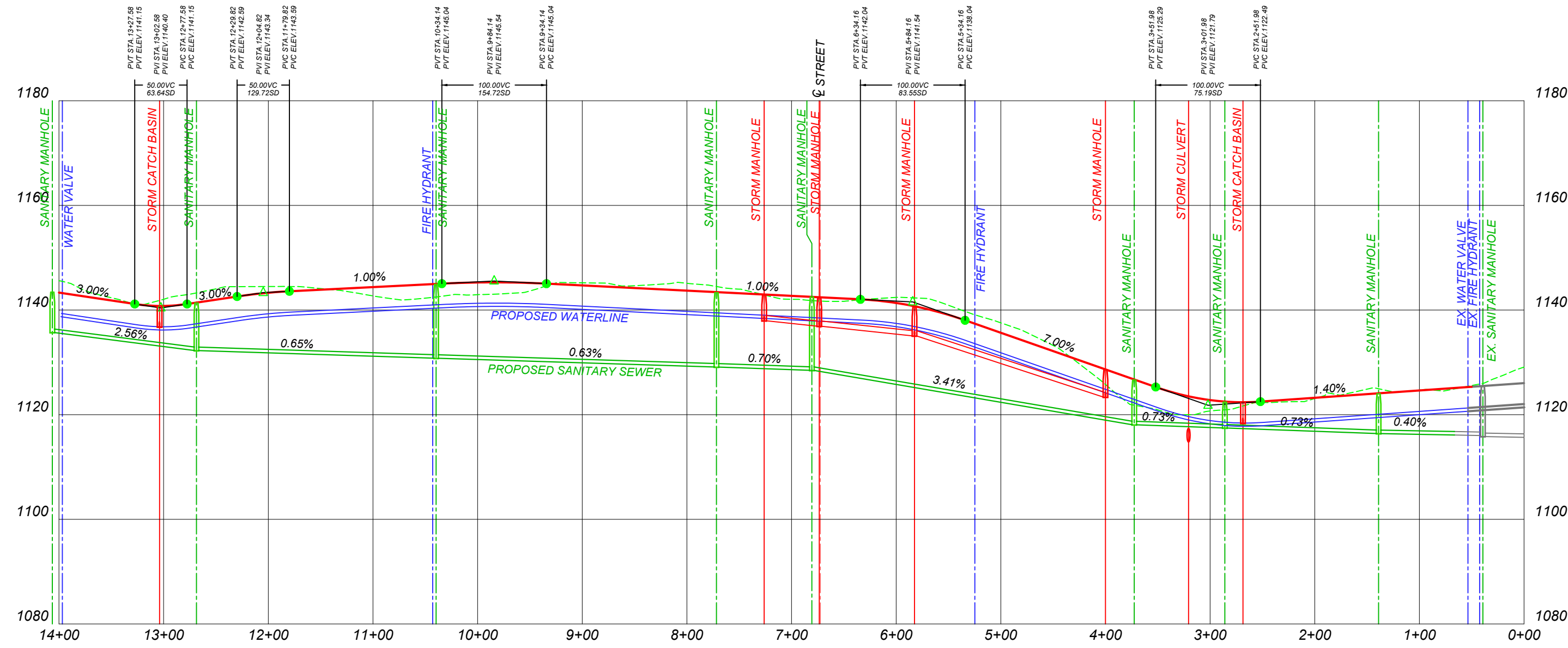
- PHASE 2 (20 LOTS) = 16.5 ACRES
- PROPOSED SANITARY SEWER
- PROPOSED WATERLINE
- PROPOSED UTILITY EASEMENT
- RIGHT-OF-WAY
- PROPOSED BUILDING SET-BACK & UTILITIES EASEMENT
- PROPOSED STREET (1.03 AC. - PHASE 2)
- PROPOSED STORM SEWER

ISSUE DATE	10/27/2023	SCALE	1" = 50'	CTR. INT.	2"
SURVEYED BY	DEJ	CHECKED BY	ARC		
DRAWN BY	PJO	APPROVED BY	CCV		
REV	DATE	DESCRIPTION	DWN BY	DES BY	CHK BY
					APP BY

Diversified Engineering Inc.
CONSULTING ENGINEERS & SURVEYORS
175 RAY AVENUE, N.E.
NEW PHILADELPHIA, OH 44663
Phone: (330) 364-1831
email: info@div-eng.com
Web: www.div-eng.com

GILCHRIST ESTATES SUBDIVISION
PROJECT: GILCHRIST ESTATES - PHASE II
SHEET TITLE: CIVIL CONSTRUCTION PLANS
PHASE 2 PRELIMINARY PLAT

SHEET NO:
1
2
JOB NO:
ENG-1715



CENTERLINE OF PLYMOUTH DRIVE PROFILE PHASE 2
Scale: 1" = 100 ft. Horizontal
1" = 20 ft. Vertical

ISSUE DATE	10/27/2023	SCALE	AS NOTED	CTR. INT.	---
SURVEYED BY	DEJ	CHECKED BY	ARC		
DRAWN BY	PRO	APPROVED BY	CCV		
REV	DATE	DESCRIPTION	OWN BY	DES BY	CHK BY
					APP BY

Diversified Engineering Inc.

CONSULTING ENGINEERS & SURVEYORS

175 RAY AVENUE, N.E.

NEW PHILADELPHIA, OH 44663

Phone: (330) 364-1831

email: info@div-eng.com

Web: www.div-eng.com

GILCHRIST ESTATES SUBDIVISION

PROJECT:

GILCHRIST ESTATES - PHASE II

SHEET TITLE:

PHASE 2 PRELIMINARY PLAT

CIVIL CONSTRUCTION PLANS

SHEET NO:

2 / 2

JOB NO:

ENG-1715

Attachment: ENG-1715 Gilchrist Estates Phase II - Preliminary Plat - 2023-11-01 (3911 : 2023-Mpc-25)

Packet Pg. 15

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

GILCHRIST ESTATES SUBDIVISION – PHASE I

Declaration of Covenants, Conditions & Restrictions

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

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

ARTICLE I DEFINITIONS

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

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

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

Attachment: Declaration 2022-04-07 (3911 : 2023-Mpc-25)

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

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

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

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

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

ARTICLE II ARCHITECTURAL CONTROL

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

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

ARTICLE III ARCHITECTURAL AND SITE CONTROL

Section 1. Residential Use; Size and Commencement Restrictions.

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

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

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

Lot dimensions, four sides;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV RESIDENTIAL AREA COVENANTS

Attachment: Declaration 2022-04-07 (3911 : 2023-Mpc-25)

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHLABACH BUILDERS, LTD.

By: _____
Roy A. Schlabach
Its Authorized Member

STATE OF OHIO, COUNTY OF HOLMES, SS:

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

Notary Public

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

Attachment: Declaration 2022-04-07 (3911 : 2023-Mpc-25)

APPENDIX I

PRELIMINARY PLAT CHECK LIST

Name of Subdivision Gilchrist Estates – Phase 2

Location Upper Gilchrist Road, Mount Vernon Zoning District PND

Owner Schlabach Builders Address 6678 State Route 241 Millersburg, OH. 44654
Tel. 330-674-9386

Surveyor or Engineer Diversified Engineering, Inc

Address 175 Ray Ave. NE. New Philadelphia, OH. 44663 Tel. 330-364-1631

Date submitted for preliminary plat approval 11/01/2023

Check List

- X Copies submitted ten days prior to hearing.
 - X Notification of hearing to subdivider and adjoining property owners.
 - 1 Copies sent to City (or County) Engineer Health Commissioner for recommendations, if applicable.
 - 1 Copies of private deed restrictions, if any.
 - X Map (drawn to scale of not less than one-inch equals 100 feet) contents:
 - X Name and location of subdivision
 - X Name of owner and surveyor
 - X Names of adjoining owners and/or subdivisions
 - X Date, north point and graphic scale
 - X Acreage of land to be subdivided
 - X Boundary lines of tract to be subdivided
 - X Proposed lot lines and lot numbers
 - X Contours at not more than five-foot intervals
 - X Location of platted streets and easements, within and adjacent to the tract, watercourses, existing sewers, water mains and culverts
 - X Profiles (one-inch equals twenty feet) with grades indicated if required
 - X Cross-section (pavement width, sidewalks)
 - X Street names
 - X Plans and profile of proposed sanitary sewerage system
 - X Plans and profile of proposed water system
 - X Building set-back lines
 - X Public dedications and reservations of land, if any
- Approved _____ to proceed to final plat. Subject to the following modifications:

Variances granted:

Disapproved: _____ for the following reasons: _____

(Ord. 2005-34. Passed 12-12-05.)