



Municipal Planning Commission

March 14, 2024

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	Present
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: City Engineer, Brian Ball; City Development Services Manager, Lacie Blankenhorn; City Law Director, P. Rob. Broeren; Jay Mahan; Mearl & Marilyn Wolf; Jeff Gottke; Cheryl Splain; Adelyn Steinmetz; Rachel Ruth; Olivia Stein; Matthew Teismann; Brady Kaufman; Sabina Hawks; Max Hentosh; Patrick Mackie; John Walsh; Neil McIlvoy; Bryan Hunt; Zachary DiMarco; Barbara Glancy; Simona Moore; Ronald M Sheets; Barbara A Sheets; Tiffany Ward; Darrian Edwards; Jim Stulka

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Feb 8, 2024 4:00 PM

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

MPC ITEMS

- 2024-MPC-03 : Upper Gilchrist RD Parcel #71-00050.000 - Comprehensive Development Plan

Blankenhorn introduced the case.

Mackie of Lemon Development (sworn in) appeared before the MPC to follow up on his previous presentation on February 8, 2024, presenting a Comprehensive Development Plan for a proposed development they would like to name Founders Grove, an age targeted community comprising 156 units. He acknowledged their previous submission lacked certain details required to align with the City's comprehensive development plans. Their newly submitted preliminary plat now encompasses all of the necessary elements.

Mackie addressed concerns that were brought forth at the previous meeting:

Phasing: The project will unfold in 2 phases. The first phase is the planned construction of 19 buildings encompassing 86 of the planned 156 units alongside the development of the community clubhouse.

Sidewalks: in addition to the planned walking path, the planned community will feature a 3 feet striped lane on the asphalt. Noting the concern voiced by City Council Member, James Mahan and City Law Director, Lemon Development believes it is important to emphasize that this design adheres to the ADA guidelines. Their community, unlike a subdivision, does not have private roads, but rather driveways.

Street Name(s): per Knox County Officials, no official roads will be dedicated within the community. The streets are classified as access roads and only one physical address will be assigned.

Property Management: Brookwood Management, Lemon's affiliated organization will take on this roll, as discussed previously. Brookwood will handle general management tasks such as leasing, rent collection, and lease compliance, as well as overseeing property compliance, maintenance and implementing capital improvements.

Trash pickup: similar to Colonial Woods and Gilchrist Village condos south, across the street from this proposed development, this community will have individual trash pickup. The layout of the community is nearly one large loop, making handling individual pickup fairly easy.

Residential Lease Agreements: Brookwood's residential lease agreements cover various matters including prohibited items, such as boats, trailers, and motor vehicles. Violating the terms of the lease agreement may lead to the termination of a lease. Exceptions can be made as demonstrated by a resident at their Danbury Mount Vernon campus. The veteran and retired police officer helps coordinate kayaking and boating excursions for fellow veterans and at times has a small trailer on-site to load and unload his items.

Buffering: The initial site plan included buffering. The revised landscape plan now includes increased buffering. Furthermore, the entire site has been shifted further west, closer to the Rockford project. It is essential to note, there is no intention to remove the substantial buffering that already exists for the residents north and east of the planned community.

Walsh, of GBC design (sworn in) is the civil engineer for the proposed project. He explained the key items that were revised with the plan. The entrance from Upper Gilchrist Road has been shifted south between 50 and 100 feet. It better aligns for sight distance and the improvements to the road that the City has been discussing. Before, the entrance was in the taper between the 2 and 3 lanes. The proposed location of the drive is now in the continuous left turn lane portion of the proposed road improvements, to help traffic. This revision moved the units away from the property owner to the north. Those folks probably have the closest house. The buffering can be increased, with this adjustment. The lower road was moved south, increasing the distance between the upper road and the lower road. This increased the open area in between the units. This will allow grading for more gentle slopes. The walkway and buffer will remain between this planned development and the apartment project to the south. This submittal complies with the preliminary plat checklist.

Salyers said he received 3 questions from the Pido family that live adjacent to this development, to the north. He read: is there any change the main entrance to this development could access Coshocton Road instead of Upper Gilchrist Road? If not, could the developers consider joint access with the established entrance road at the development in progress. The reasoning for this request is the speed of traffic, especially when cresting the hill heading south on Upper Gilchrist, just north of the development's proposed entrance is a safety concern. Is there a plan in place to reduce speed in this area or signage regarding increased traffic in the area ahead. Additionally, regarding previous comments about pine trees, to clarify, these trees should be planted at least 8 to 10 feet in size. We don't want to have to wait 10 years before they row into a natural barrier.

Salyers said he doubt the developer will be able to create an access road to Coshocton Road. Walsh said there is no means for them to be able to do that. He went on to say the likelihood of being able to connect the 2 projects is minimal since they are both really apartment projects and private driveways.

Salyers said you have shifted the entrance. Walsh said the entrance was shifted south, distancing it from the crest mentioned by Pido.

Salyers said there has been much concern voiced about buffering and cutting down light and noise pollution. He asked if they anticipate planting shrubs. Walsh said it would be shrubs, trees, and mounding. Salyers said Pido's concern is that small trees will be planted that will take her lifetime to provide the coverage necessary to provide the buffering. Walsh said a landscape plan was submitted. Sizes are noted. Commonly, a mound is placed at the perimeter with trees on top of the mound to provide a 9 - 10 feet buffer from day one.

Stulka (sworn in) noting the moved entrance, he explained his property is directly south, across the street. He described his neighbor's driveway, that the entrance is directly across from, as probably the most dangerous on that hill, because her driveway is far enough down the hill that you can't see what is coming, but close enough that auto's traveling south cannot see those exiting the private driveway. He questioned if the driveway location had been surveyed. He was seeking solutions to remedy what he perceives as a problem location for the entrance, citing connection with the private property to the south. He proposed connecting to the property to the south. He would like the City to assume the streets. If the roads in the southern development they could be connected. Ball explained there is a private residence in-line with Plymouth Road. Ball said the southern development (Rockford) is private property. Stulka misunderstood that there was a vote whether or not the roads would be dedicated to the City. Broeren said the City cannot require Lemon to interconnect drives to other private properties. Stulka was searching for options to eliminate the proposed entrance from Upper Gilchrist Road. Ball explained the Rockford side to the south is also required to have buffering. Their landscaping has been permitted and construction is active on the site. Stulka said he doesn't care for the entrance; he doesn't care for the development at all. He doesn't want his life effected by the numerous homes coming to the area. He then questioned occupancy rates of the area.

Starr said there is a housing study provided by ADF showing the housing supply is way below need, even prior to the Intel announcement. Stulka is concerned about overdeveloping or developing too quickly. Salyers said that is the developer's financial liability. Stulka closed by saying he is not in favor of this what so ever.

R. Sheets (sworn in) said his main concern is the roadway. There is a pretty good-size embankment on the east side. He would like to know why the road widening has to be taken off on the west side; why can't this developer suffer the burden on the east side, rather than uprooting his trees. There is an issue with drive elevations. There are 11 driveways on the west side and 3 on the north (east). Sheets would like to see the expansion done from the east side, rather than shave off both sides of the road.

Ball said, after the last meeting, formal design has not started. There is a concept plan that was provided to the developer. Ball had a call with the City's contracted designer. They are strongly considering shifting the roadway to the east and doing with the neighbors asked for at the last meeting. Depending on the outcome of this meeting, he will likely set down with the developers and the consulting design team to look at carving out of the east side of the road, more than the west side as requested. The road improvements will be a public project. As real concepts are drawn, there will be public meeting and public input invited. Ball told sheets he is being heard.

Mahan (sworn in) voiced his appreciation to the developers for the accommodations that they seek to make based on citizen input. Noting expressed concerns over the striped pavement as opposed to separated sidewalks and curbs, the developer chose not to address. He said the concept of a driveway probably technically fits, but beyond 19 units and a clubhouse in the first phase, it is a driveway functioning as a street. He encourages the commission to consider that. He further stated he is not against this project. The City has supplied the Complete Streets Plan and the Knox County Active Transportation Plan to the developer. Rather than that floor, the City has higher aspirations for multi-modal transportation, not only in this development, but the City in general. One thing not addressed, what is the plan for multi-modal traffic from this development to Coshocton Avenue. Will the sidewalks, whether proper or a striped lane on asphalt, come all the way to Upper Gilchrist Road.

Ball said for the multi-modal aspect, the plan is to have at least a sidewalk or multi-use trail on the east side. Rockford has already agreed to provide real estate for that facility. It would at least terminate at the south side of the driveway for this proposed project, if developed. That is for the public side, he cannot speak of the private side. Ball said hopefully they will connect.

Blankenhorn read an emailed letter: March 13, 2024 Lacey Blankenhorn Development Services Manager Lacey: As I am unable to attend the meeting tomorrow afternoon, March 14, 2024, I would appreciate it if you would please address the following issues for me. 1. The Beckett farm was annexed into the city from Monroe Township, and as such, we lost the tax revenue from that property. It now appears that the city doesn't want

responsibility. The developer, Lemon & Lemon, can basically do whatever they want; no home owner association to keep property owners in check; for example, keeping properties in good condition, mowing, not allowing trash piled in yards, etc. It also appears that there is no shade tree committee, no oversight on road conditions, maintenance, drainage. Merely "putting a curve or hump" in the road certainly won't provide proper drainage. Does this indicate that the city will not be managing the development? Who will be "on watch" for this project, and future community? 2. How much property is going to be annexed from the residences on Upper Gilchrist Road for the purpose of widening the road? Thank you for your time and consideration. Marsha Kelso 12848 Upper Gilchrist Rd. Mt. Vernon, Ohio 43050

Blankenhorn responded to Ms. Kelso by email, thanking Kelso for the input and assuring her the letter would be read to the Commission at the meeting. The tax distribution for the subject property was attached, showing Monroe Township continues to receive a portion of property tax money, more than the City, as the property was annexed as a Type 2. She asked for clarification about the City not wanting responsibility. Lemon Development cannot 'do whatever they want'. The City's PND zoning requires a Comprehensive Development Plan to be submitted, reviewed, and approved by the Municipal Planning Commission and City Council prior to any development taking place. The meeting tomorrow is a continuation of the review by the MPC, because the first submission did not meet all of the City's requirements. Lemon Development is not proposing a homeowner's association because they will retain ownership of the entire property. There will not be individual homeowners. The management company will be responsible for all maintenance of the entire proposed complex. The City's zoning and property maintenance codes would remain in effect. Stormwater management is a state mandated requirement. The City of Mount Vernon is responsible for ensuring that all regulations are met. The needed improvements to Upper Gilchrist Road are in design. Property does not need to be annexed for widening. Blankenhorn did not hear back from Kelso prior to the meeting.

Broeren noted that immediately south of this proposed development is a private home. If the road alignment is shifted completely east onto the developers, it will take a significantly greater share out of that private home, which will need to be considered in design. Broeren had no further law concerns and said there is nothing preventing the Commission from moving forward with a recommendation.

Ball said, depending on traffic volume, the design may terminate the turn lane south of Plymouth Road to avoid impacts to the neighbor on the east side of Plymouth. The City will be very sensitive to the comment at the last meeting about not being able to park a truck in the driveway after widening. Before any final decisions are made about the roadway, there will be a public meeting. As far as the submittal, all of the required boxes have been checked. Ball does not see any issues with the preliminary water, sewer, or stormwater plans. They have the ability to meet the standards with what have been presented. Further detail will be required for permitting.

Starr mentioned the Shade Tree Commission. Ball explained this project is not a platted subdivision, triggering Shade Tree Jurisdiction. The submitted planting plan meets the intent of Shade Tree regulations. This is not a forested site. It meets the intent of the rules, but is not subject to the rules.

Starr verified with Blankenhorn that this is a recommendation to City Council.

Salyers made a motion to accept the proposal.

RESULT:	RECOMMEND [UNANIMOUS]	Next: 3/25/2024 7:30 PM
MOVER:	Tanner Salyers, Safety Service Director	
SECONDER:	Anne Ellsworth, Member	
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow	
EXCUSED:	Diehl, West	

- 2024-MPC-04 : Heartland Commerce Park Plat Revision with Lot Splits - Sandusky ST, Chestnut ST, Burgess ST

Blankenhorn introduced the case.

DiMarco of Critchfield, Critchfield, and Johnston (sworn in) representing Heartland Commerce Park explained the properties are being marketed and some have been sold, some are active in negotiation or contract. An

interested party has requested to change some of the lot lines. Four plat revisions are requested at this time. The first, furthest to the west of the tracks, to split Lot #5 in-line with Walnut Street to create lots 23 and 24. Secondly, lot 26 (old lot 11) will be expanded from just the tracing of the existing building to include additional area around the building that was part of the common area. The third request is new lot 25 with a very small change to add a very small area outside the building footprint from the common area. Lastly, during survey it was discovered the north west perimeter fence was not located on the property line, but rather approximately 15' in. To avoid any future adverse possession claims due to historical use, the request is to split this area and quit claim deed newly created parcel to the adjoining property owners. There will be 5 pieces split, corresponding to the adjoining owners to the west. The northern most adjoining parcel is owned by the City of Mount Vernon.

There was no further testimony. There were no communications submitted through the Development Services Manager. There were no legal concerns. There were no concerns by the City Engineer.

Salyers made a motion to accept the proposal.

Hawkins noted that he is on the Area Development Foundation Board, therefore he would be recusing himself. Blankenhorn asked the Law Director if the proposed changes are minor or major; major requiring submittal to City Council for review and approval. Broeren recommended to the MPC to amend the motion to further state the changes are minor.

Salyers made a motion to amend the motion to include that this is a minor change to the Comprehensive Development Plan.

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Tanner Salyers, Safety Service Director
SECONDER:	Austin Swallow, Member
AYES:	Salyers, Ellsworth, Starr, Swallow
EXCUSED:	Diehl, West
RECUSED:	Hawkins

- amend motion to include this proposal is a minor change to the PCDD Comprehensive Development Plan

RESULT:	ADOPTED [4 TO 0]
MOVER:	Tanner Salyers, Safety Service Director
SECONDER:	Austin Swallow, Member
AYES:	Salyers, Ellsworth, Starr, Swallow
EXCUSED:	Diehl, West
RECUSED:	Hawkins

- 2024-MPC-05 : Mulberry ST, 206 S. - Condominium Establishment

Blankenhorn introduced the case.

Hunt, legal counsel for S. M. Properties of Mt. Vernon LLC (sworn in) explained they are seeking conversion of an existing office building into a condominium consisting of 3 units. It is believed the building has been in existence since the 1940's. No physical changes to the property are being sought as part of this application. For many years, the building has been used as an office for various healthcare providers. That use is anticipated to continue into the future. Uses will be limited to those permitted in the Central Business District. Swallow asked what initiated this request. Hunt explained by converting the property into a condominium, three separate units can each be transferred out. If one of the uses wants to sell in the future they can. Currently there is a single LLC owner, with multiple members within the LLC, each with an interest. The initial conversion to a condominium will have a single owner. From there, that single owner will be able to sell the

units individually. There could be 3 separate owners in the future.

Swallow asked what arrangements would be made between the potential 3 owners to ensure they are acting in concert with each other instead of 1 owner not necessarily going along with 1 or 2 of the other owners. Hunt said the declaration and bylaws were submitted with the application. The declaration is the restrictions, covenants, and conditions which run with the property, establishing the rules. An association is created, as a matter of law. The bylaws dictate how that runs.

Ball asked if the documents include how issues are shared, such as a sewer clog or water service. Hunt said it depends on where it occurs. The maintenance, repair, and responsibility are different dependent upon whether it's a common element or part of the unit.

There was no further testimony. There were no communications submitted through the Development Services Manager.

Broeren questioned the 3 parcels currently listed on the County Auditor's website. Hunt explained, once the condominium is created, everything merges together. Each unit will become a separate transferable interest. Each unit will be assigned a parcel number, responsible for real estate taxes on the entire property, including the common elements. The existing parcel numbers will cease. New parcel number will be assigned. A new metes and bounds description has been created. The common area will become 66 condo.

Broeren asked if legal descriptions are being created that don't have access to the street. Hunt said no, because all of the units have easement rights across the common elements to the public right of way. Ball explained, essentially all of the existing parcels will be merged, then the 3 units will be assigned a parcel number, then the common area will become condo property. The easements are part of the condominium declaration. The parking lot is part of the common element.

Hawkins made a motion to approve the condominium establishment.

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

ADJOURN

- Adjourn Motion

Salyers made a motion to adjourn the meeting, Ellsworth seconded and the meeting was adjourned at 5:03 PM

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



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 03/14/24 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3952)

DOC ID: 3952

**2024-MPC-03 : UPPER GILCHRIST RD PARCEL #71-00050.000 - COMPREHENSIVE
 DEVELOPMENT PLAN**

Per Codified Ordinance 1163.03 a Comprehensive Development Plan has been submitted for Municipal Planning Commission review and recommendation to City Council.

Description of Request: Lemmon Development proposes to develop Parcel #71-00050.000, a 33.89-acre parcel located on Upper Gilchrist RD. The plan consists of a variety of 2-unit, 4-unit and 6-unit villas and 8-unit apartment buildings, along with open area, a club house, pool and walking trails. The total proposed density is 4.6 units per acre.

3/1/2024 - Revised plans were submitted for review:

- Statement of Development Standards
- Prelim Plat
- Landscape Plan and Details
- Prelim Plat - Fire Truck Study

HISTORY:

02/08/24 Municipal Planning Commission TABLE

Next: 03/14/24

Blankenhorn introduced the case.

Mackie (sworn in) explained his request for approval of a Comprehensive Development Plan for parcel 71-00050.000 on Upper Gilchrist RD. The zoning designation of the property was amended to PND in November 2023. He provided a brief overview of his organization, Lemmon Development. They are proposing to build 156 units spread across 31 residential buildings targeted towards individuals aged 55 and above. The community would offer duplex and quadplex villas, 6-unit villas; and 8-unit single story apartments. Unit sizes range from 700-sf, one-bedroom apartments to 1,300-sf two bedroom villas each equipped with garage access. The projected development's construction cost will fall within the range of 30-32 million dollars, with estimated rents averaging about \$1.75/sf. That equates to a rent range of \$1,000 to \$2,300 per month. The amenities are set to include a clubhouse, walking path, and pickleball court. Brookwood Management, Lemmon's affiliated company would assume the role as property manager. Brookwood currently manages nearly 1,500 multi-family units. All roads within the community would remain private. Their landscaping plans provide for increased buffering for the residents to the east and northwest. Various elevation examples were provided as part of their submittal. The project would likely unfold in 2 phases.

Walsh (sworn in) reviewed the architectural representations of the proposed villas and apartments. Unique to this project, instead of parking garages, they are now able to connect most of the garages with a direct entry into the dwelling unit. There was a representation of the clubhouse. The submitted plan showed a pool, but Walsh said that will be pickleball courts. He reiterated the roads will be private. The utilities will be public. He noted the planned walking trails, greenspace, and buffering around the permitter. The submittal contained a statement addressing the development standards listed in the Code. The lot will remain 1 large lot. The building arrangement provides for open space behind the buildings. Proposed density is 4.5 units/acre, meeting the 5-maximum permitted. This will be a multifamily development. Building heights will be a maximum of 24' with most roof pitches steeper than 4/12 for aesthetics. Minimum square footage requirements will be met with apartment units exceeding 700-sf and villa units exceeding 1,200-sf. Parking requirements will be met with 2-car garages on most of the villa units plus 2 exterior spaces. The apartments have a 1-car garage with 1 exterior space plus additional parking on the north side. 108 villa units and 48 apartments are planned. Walsh said phasing hasn't been determined, but probably at least a 2-phase project. He said traffic patterns and parking are shown on the plan to meet Code requirements. Trash is planned as individual pickups from each unit. There is no plan to have dumpsters. No development incentives are being sought.

Salyers, utilizing the staff report completed by the Development Services Manager, addressed the individual trash pickup, needing more clarification as §1173.15 regulates a refuse collection area for multifamily residential use. Walsh said they would put in dumpsters, though it is not their preference. Starr said some developments have them and some do not, with individual pickup. Walsh said a multistory complex would probably have a trash receptacle. Starr questioned if it would be 1 trash company or multiple. The City allows for different vendors. Walsh said it would be managed by Brookwood Management and they select a single vendor. Salyers asked if an HOA or POA is proposed for the property. Walsh said probably not because they are all rental units. There is no ownership. There will be guidelines and standards as part of the rental agreement.

Salyers said there are community concerns about traffic congestion. A single trash vendor will help with that.

Starr asked whether they have considered the CRA or NCA. The CRA is Community Reinvestment Area which is a tax deferment of property improvements and the NCA is New Community Authority which is another economic development tool that is used and adds millage to that development to pay for infrastructure. Mackie said they have been in contact with Jeff Gottke for both the NCA and tax payment. His understanding is that the process has changed recently. The CRA is no longer guaranteed; it is now negotiable. There is a process for that that they are not familiar with so it wasn't included with the submittal. The conversations are ongoing.

Blankenhorn drew attention to 2 near 90° corners on the north side Road D that don't appear to be conducive to driving patterns. Walsh said they would fill the square corners with a round corner. He said they have a program that will run a fire truck through and show how it tracks to make sure that it is accessible with the fire apparatus.

Starr asked about mail locations, is there individualized mail receptacles or a centralized mail location. Walsh said they don't have a choice anymore with the Post Office. It will be a centralized location. Broeren said the Post Office requires it. Blankenhorn said that is not identified on the plan. Walsh said they would probably add that adjacent to the community center where the parking is.

Salysers asked if the roads would have curb and gutter. Walsh said he doesn't believe so, they will probably be an inverted pavement with a storm sewer going down through the middle. They are private and they will maintain them.

Broeren asked if they will not have a sidewalk. The plans say a 3' asphalt lane that is divided by a line. Walsh said that is correct. He was not certain that they have decided whether it will be asphalt and striped or whether it will be an actual concrete. He said it meets the ADA guidelines as far as providing accessible routes into the buildings. Broeren said there has been an increase in pedestrian/car deaths. He is concerned with having the pedestrians on the same level with the cars without any separation. A yellow line striped on the asphalt is probably not going to provide a lot of protection, especially in a community that is aimed at 55 and older. He wonders if it might be better to do concrete sidewalks to get the people up off the road. Walsh said they would be willing to look at that and see if that will work.

Salysers asked if the plan for no curb and gutter works with the City's stormwater plans for this area. Ball said if they don't intend to turn the streets over to the City, they do not need to meet the City's specifications for asphalt thickness and standards. Typically City streets are crowned and inverted. The only place they need to meet our standards would be at the entrance that connects to the street. Walsh said the entrance could be wrapped with curb returns back in. He asked if the planned improvements to Upper Gilchrist Road include sidewalks. Ball said yes. Walsh said the entrance would be designed to look like a City intersection to make the transition. Ball said sometimes with stormwater if you are not dealing with sidewalks it works to have the stormwater exit the road and go to grass. It actually reduces the need and the size of the stormwater pond. You really want the curb for safety for pedestrians, to have that separation. Walsh said their intent is to have 2 stormwater ponds and they will be designed to City Standards.

Swallow asked if the road will be private and not built to City standards, what is the plan to maintain the roads from deteriorating. Walsh said the roads may be to City standard or not much less than. They are built to handle the burden of construction vehicles and then the garbage and delivery trucks. The pavement thickness will be enough to handle that. Swallow is curious how quickly the road will deteriorate. Walsh said their plans aren't for it to deteriorate any quicker than that standard of what you normally see. Walsh said they build a lot of these communities with private streets and they all last just as long as public streets.

Ball said in other neighborhoods there can be multiple trash trucks. Volumes will be reduced in this community versus a public street. Starr said his subdivision restricts the size of the trash truck that can enter their private drives.

Ball pointed out a similar private development has catch basins in the center of the street; it's a preference. He said ODOT doesn't allow that and the City tends to lean more toward ODOT

standards. ODOT wants catch basins on both sides of the street so public streets could have double the number of catch basins than a private development.

Starr said the street names and the name of the subdivision are not identified, which is required. Mackie said they have a vetting process to come up with names. There are several possibilities in the works. Walsh asked if there is a 9-1-1 requirement, assuming a name can't be duplicated in the City. He asked if that also applies to the County. Salyers said there are duplicate names in the County. Ball said we prefer not to. He said this property is technically in the County and in the City because of the Type-2 annexation. His suggestion is to not duplicate a name.

Starr asked about identifying building setback lines. Walsh said they are on there, but they are probably not called out. The goal is to have a 25' minimum driveway length, from the edge of pavement to the front of the garage. Broeren said 25 TYP is on the noted on the drawing, but the actual setback is not provided. Walsh asked if the City would like them to add that. Blankenhorn said that is one of the items included on the preliminary plat checklist.

Starr asked who did the survey. Walsh said right now it is a survey of record. The legal description of record was used.

Starr asked Blankenhorn to explain what no profiles or cross sections meant, as noted on her staff report. Blankenhorn said that is part of the preliminary plat checklist that is included in City Code. Profiles and cross sections are required to be provided for the streets, sanitary sewer, and waterlines. Walsh said the water and sewer can be added. He asked the City Engineer if cross sections are more typical for a City street or do you not differentiate. Ball said the sewer can't be private. Water may be public or private. Ball asked if we were doing plat and development plan or just development plan. Blankenhorn said one of the requirements of the Comprehensive Development Plan is a Preliminary Plat conforming to the subdivision regulations and including at least 20% of the total acreage included in the Comprehensive Development Plan. Walsh asked if they do not go through the Preliminary Plan process, it is rolled into the Comprehensive Plan, as a requirement. Ball said there is a plan and a plat. Blankenhorn said they have submitted for a Comprehensive Development Plan. Part of the requirements for that is a Preliminary Plat. There is a checklist for the Preliminary Plat and not all of the items are addressed with the submittal. Walsh said those items can be added.

E. Pido (sworn in) asked if the natural materials mentioned includes vinyl siding and what the roof pitch will be. He asked if there are no sidewalks how are the residents to get to the walking paths or pickleball court. He assumes, bases on the presentation that they will have to walk in the road. That is a safety element. He asked how this development transitions with the other developments that are currently being built. Is there privacy trees or fences or any type of separation or do they just run into all the other developments. Are they partitioned? Are there any ordinances with these rentals with regard to parking on streets including campers, trailers, and trucks. What ordinances will there be for maintaining the property? Walsh said there will be vinyl siding. There will be a mixture of wood, vinyl, and stone or brick. He doesn't know what the roof pitch will be. They are not 4/12. They're probably 6/12 or steeper. Walsh said one side of the street will have a path or sidewalk for pedestrians. Addressing the concern

about campers, trailers, and truck parking, Walsh said that is not a concern in the communities that they manage. Mackie said as far as parking, the plan shows 528 spaces for 156 units, which he thinks is plentiful. Ball asked if there is something in their lease that addresses this. Mackie said that is probably goes community by community depending on what type of community it is.

Salyers continued with reiterating Pido's question about how this property will transition into the other properties. Mackie said they have a landscaping plan that shows some buffering around. There has been some communication with Rockford Homes, but they are set on their development plan and their phasing strategy. The communities will not have a connection aside from landscape buffering. Walsh said if they were public streets and a standard allotment, code would likely require a street access to the neighbors, but since these are private a connection is not required.

Salyers said during the rezoning process a neighbor expressed concern about light pollution. Mackie said the landscaping plans show considerable buffering, specifically for the residents that expressed concern during the rezoning process. There is a lot of space around the perimeters and a stormwater basin was added on the north side. The landscaping plan was displayed. Starr asked Ball if these plans have been submitted to the Shade Tree Commission. Ball said this development is not required to submit plans to the STC because they are not platting a public street or subdividing the land. The plan does have a good number of trees. Without counting the trees, it would probably meet the rules if they were platting a road.

Mahan (sworn in) said ADF has been encouraging people to think about transportation beyond the car. When this plan is submitted to Council, he would like to see the thought for how non-automotive traffic will get across Upper Gilchrist Road, out of the development and possibly on to Coshocton Road, whether it's pedestrian, bicycle, or some other non-automotive traffic. How will this link into what else is going on on Coshocton Road?

Ball said City Council has authorized his office to enter into contract with GPD Group to design a new Upper Gilchrist Road that will include a bike trail on the east side and a sidewalk on the west side. This will most likely include curb and gutter and drainage features. He said the township road probably doesn't meet City standards now. The design contract is partially funded and will likely be fully funded with the passage of the budget, if it is included.

Hillier (sworn in) said trash pickup was discussed earlier. An area township considered having projects built as though they would be in the neighboring village because often times project fall through and the City has to take over, so the streets need to meet City standards. There are a number of items in this proposal that do not meet City standards such as streets and curbs. Is the street design such that emergency vehicles can access with issue. As for the trash, The Eastern Star will utilize dumpsters as will Rockford Homes. There are several apartment complexes in the City that utilize dumpsters. This ensures that trash cans aren't left out along the street. The CRA and NCA was touched upon, though there is no agreement yet. He would like to see that pursued and made a part of this contract. This will ensure that Upper Gilchrist Road is taken care of. There were a lot of probable's discussed so he assumes the proposal will not be approved in this meeting.

Mackie addressed trash pickup saying this will be managed by Brookwood Management. All maintenance is managed by the organization. There will be an onsite property manager. If people don't adhere to their lease agreement there are repercussions. He said the example of Rockford utilizing dumpster is not an equal comparison of dwelling units. Starr said different developments have different options.

Hillier said he understands there will be management. He also understands there are other apartment complexes in the City with management. Management changes. That is something to keep in mind. Rockford Homes was asked exactly what their management was going to do and how it would be written into the lease.

Kelson (sworn in) said, agreeing with Hillier, there have been a lot of maybes discussed today but is any of it written down anywhere. She doesn't understand the private group and not the City working with it. Starr explained this is a site development plan proposal that comes before the MPC. The MPC will make a recommendation to City Council as to the approval or disapproval of the plan. The MPC decision can also be tabled if there are not satisfactory answers to the questions. City Council will have a Public Hearing and likely 3 readings. Kelso added that there is a resident in the other Lemmon development in Mount Vernon, Danbury, that has items stored outside such as a canoe and other items. She voiced other concerns about Upper Gilchrist Road. She asked if the City going to keep an eye on the management and keep it under control. Starr said the roads in the development will be private. Kelso asked about the public road access to this proposed development. Ball said the City is in the design process of a complete reconstruction of Upper Gilchrist Road to the northern most limit of the City. The road will be reconstructed to the northern most point of the Schlabach property located on the west side of Upper Gilchrist Road. North of that is not the City's jurisdiction. The property being discussed today is in the City and the township so the township will be getting real estate tax that can be used to improve the road north of the City limit. The City will rebuild the road using Tax Increment Financing District, TIF, funds and potentially other programs. Kelso asked if the design would be done before this development is started or approved. Ball explained that the design is currently funded through the middle of the year with interim appropriations. If the City budget passes on Monday, the project will be fully funded and the design would most likely be done before this development would be in their permitting phase. If the design project is eliminated from the City budget, then the project will be have an unknown future.

Stulka (sworn in) asked where this developments entrance aligns on Upper Gilchrist Road. The plan image was displayed and zoomed in on the TV display for Stulka to view (drawn to be located across from the shared property line of the Sheets and Lester properties). Ball added that this is a plan, not a permit document. If the plan is approved a detailed drawing will be provided with a detailed location of the entrance, waterlines, sewer lines. This is an approximation. Stulka asked how much this will affect the four houses that have been beaten up by all of the development around them. He does not support the development taking place around his and others homes on Upper Gilchrist Road, describing it as terrible. He doesn't feel as though any of his or his neighbors' words have been heard throughout the meetings involving property development in the area. Stulka said there are stakes in his yard for the

design of the road improvements. 10' to the road is huge to him. He is concerned for the safety of his child with the proximity of the house to the proposed road alignment. He said anything that pertains to this property and the construction of Upper Gilchrist needs to be taken out of Mount Vernon roads. He doesn't think anything in Monroe Township should be touched. He doesn't think he should lose any frontage. He doesn't think he should have to deal with a 3-lane road in front of his house. He is not appreciative of how Mount Vernon has handled any of his and his neighbors' situations. He talked about a discussion in another meeting about a firehouse on an adjacent property. Stulka said he understands the growth is needed. He also thinks everyone could be made happy if it is looked at in a different aspect. He suggested an access road through an adjacent property eliminating access to Upper Gilchrist. He would like to be able to maintain his property and way of life in a similar way as prior to this development.

C. Pido (sworn in) spoke in agreement with Stulka, stating she and her husband purchased their land seeking privacy. She said she understands growth and development and revenue. She asked for consideration to plant a double layer of pine trees along the property lines to reduce noise, instead of shade trees.

Sheets (sworn in) said he is not particularly excited about where the entrance is proposed on the plan. He voiced his concern with how the road is being designed. Expansion will cause loss of trees, Stulka's driveway will be shortened. Sheets asked if the road could be expanded on the developers (east) side, that would really help with the sense of working with the existing township residents. There are utilities that would need to be relocated. He and his neighbors would like to maintain as much rural community as they can.

Ball noted that Rockford Homes offered some of their real estate for the bike path to be built on the side of the road (east) that they are located. There is considerable utility work. The City will definitely consider pushing more to the east along the subject property, similar to the Rockford Homes agreement, though that is a conversation that needs to happen.

Starr asked Ball if he has any other engineering concerns at this time. Ball said they are not offering any variances for stormwater in the Center Run Watershed. All EPA and City standards have to be met. Post construction survey inspection will be conducted, requiring as-builts and certified plans showing the construction meets what is permitted.

Ball explained that City Code requires Shade Tree Commission involvement only with platted subdivisions.

Broeren noted that, as pointed out by Blankenhorn, the submission fails to meet a number of items on the Preliminary Plat checklist. Until those issues are resolved and information provided it is his opinion that Municipal Planning cannot move forward with consideration of the development plan.

Salyers made a motion to table the proposal to the next regular meeting. Hawkins seconded.

Salyers said that he wants the developer to have plenty of time to address and consider the concerns voiced so that when the Commission makes a recommendation to Council everything will be nice and tied up so that Council can answer their questions and the communities' are taken care of.

It was noted that MPC meetings are held the second Thursday of the month at 4 o'clock.

Voting to table was AIF.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

Mackie of Lemon Development (sworn in) appeared before the MPC to follow up on his previous presentation on February 8, 2024, presenting a Comprehensive Development Plan for a proposed development they would like to name Founders Grove, an age targeted community comprising 156 units. He acknowledged their previous submission lacked certain details required to align with the City's comprehensive development plans. Their newly submitted preliminary plat now encompasses all of the necessary elements.

Mackie addressed concerns that were brought forth at the previous meeting:

Phasing: The project will unfold in 2 phases. The first phase is the planned construction of 19 buildings encompassing 86 of the planned 156 units alongside the development of the community clubhouse.

Sidewalks: in addition to the planned walking path, the planned community will feature a 3 feet striped lane on the asphalt. Noting the concern voiced by City Council Member, James Mahan and City Law Director, Lemon Development believes it is important to emphasize that this design adheres to the ADA guidelines. Their community, unlike a subdivision, does not have private roads, but rather driveways.

Street Name(s): per Knox County Officials, no official roads will be dedicated within the community. The streets are classified as access roads and only one physical address will be assigned.

Property Management: Brookwood Management, Lemon's affiliated organization will take on this roll, as discussed previously. Brookwood will handle general management tasks such as leasing, rent collection, and lease compliance, as well as overseeing property compliance, maintenance and implementing capital improvements.

Trash pickup: similar to Colonial Woods and Gilchrist Village condos south, across the street from this proposed development, this community will have individual trash pickup. The layout of the community is nearly one large loop, making handling individual pickup fairly easy.

Residential Lease Agreements: Brookwood's residential lease agreements cover various matters including prohibited items, such as boats, trailers, and motor vehicles. Violating the terms of the lease agreement may lead to the termination of a lease. Exceptions can be made as demonstrated by a resident at their Danbury Mount Vernon campus. The veteran and retired police officer helps coordinate kayaking and boating excursions for fellow veterans and at times has a small trailer on-site to load and unload his items.

Buffering: The initial site plan included buffering. The revised landscape plan now includes increased buffering. Furthermore, the entire site has been shifted further west, closer to the Rockford project. It is essential to note, there is no intention to remove the substantial buffering that already exists for the residents north and east of the planned community.

Walsh, of GBC design (sworn in) is the civil engineer for the proposed project. He explained the key items that were revised with the plan. The entrance from Upper Gilchrist Road has been shifted south between 50 and 100 feet. It better aligns for sight distance and the improvements to the road that the City has been discussing. Before, the entrance was in the taper between the 2 and 3 lanes. The proposed location of the drive is now in the continuous left turn lane portion of the proposed road improvements, to help traffic. This revision moved the units away from the property owner to the north. Those folks probably have the closest house. The buffering can be increased, with this adjustment. The lower road was moved south, increasing the distance between the upper road and the lower road. This increased the open area in between the units. This will allow grading for more gentle slopes. The walkway and buffer will remain between this planned development and the apartment project to the south. This submittal complies with the preliminary plat checklist.

Salyers said he received 3 questions from the Pido family that live adjacent to this development, to the north. He read: is there any change the main entrance to this development could access Coshocton Road instead of Upper Gilchrist Road? If not, could the developers consider joint access with the established entrance road at the development in progress. The reasoning for this request is the speed of traffic, especially when cresting the hill heading south on Upper Gilchrist, just north of the development's proposed entrance is a safety concern. Is there a plan in place to reduce speed in this area or signage regarding increased traffic in the area ahead. Additionally, regarding previous comments about pine trees, to clarify, these trees should be planted at least 8 to 10 feet in size. We don't want to have to wait 10 years before they row into a natural barrier.

Salyers said he doubt the developer will be able to create an access road to Coshocton Road. Walsh said there is no means for them to be able to do that. He went on to say the likelihood of being able to connect the 2 projects is minimal since they are both really apartment projects and private driveways.

Salyers said you have shifted the entrance. Walsh said the entrance was shifted south, distancing it from the crest mentioned by Pido.

Salyers said there has been much concern voiced about buffering and cutting down light and noise pollution. He asked if they anticipate planting shrubs. Walsh said it would be shrubs, trees, and mounding. Salyers said Pido's concern is that small trees will be planted that will take her lifetime to provide the coverage necessary to provide the buffering. Walsh said a landscape plan was submitted. Sizes are noted. Commonly, a mound is placed at the perimeter with trees on top of the mound to provide a 9 - 10 feet buffer from day one.

Stulka (sworn in) noting the moved entrance, he explained his property is directly south, across the street. He described his neighbor's driveway, that the entrance is directly across from, as probably the most dangerous on that hill, because her driveway is far enough down the hill that you can't see what is coming, but close enough that auto's traveling south cannot see those exiting the private driveway. He questioned if the driveway location had been surveyed. He was seeking solutions to remedy what he perceives as a problem location for the entrance, citing connection with the private property to the south. He proposed connecting to the property to the south. He would like the City to assume the streets. If the roads in the southern development they could be connected. Ball explained there is a private residence in-line with Plymouth Road. Ball said the southern development (Rockford) is private property. Stulka misunderstood that there was a vote whether or not the roads would be dedicated to the City. Broeren said the City cannot require Lemon to interconnect drives to other private properties. Stulka was searching for options to eliminate the proposed entrance from Upper Gilchrist Road. Ball explained the Rockford side to the south is also required to have buffering. Their landscaping has been permitted and construction is active on the site. Stulka said he doesn't care for the entrance; he doesn't care for the development at all. He doesn't want his life effected by the numerous homes coming to the area. He then questioned occupancy rates of the area.

Starr said there is a housing study provided by ADF showing the housing supply is way below need, even prior to the Intel announcement. Stulka is concerned about overdeveloping or developing too quickly. Salyers said that is the developer's financial liability. Stulka closed by saying he is not in favor of this what so ever.

R. Sheets (sworn in) said his main concern is the roadway. There is a pretty good-size embankment on the east side. He would like to know why the road widening has to be taken off on the west side; why can't this developer suffer the burden on the east side, rather than uprooting his trees. There is an issue with drive elevations. There are 11 driveways on the west side and 3 on the north (east). Sheets would like to see the expansion done from the east side, rather than shave off both sides of the road.

Ball said, after the last meeting, formal design has not started. There is a concept plan that was provided to the developer. Ball had a call with the City's contracted designer. They are strongly considering shifting the roadway to the east and doing with the neighbors asked for at the last meeting. Depending on the outcome of this meeting, he will likely set down with the developers and the consulting design team to look at carving out of the east side of the road, more than the west side as requested. The road improvements will be a public project. As real concepts are drawn, there will be public meeting and public input invited. Ball told sheets he is being heard.

Mahan (sworn in) voiced his appreciation to the developers for the accommodations that they seek to make based on citizen input. Noting expressed concerns over the striped pavement as opposed to separated sidewalks and curbs, the developer chose not to address. He said the concept of a driveway probably technically fits, but beyond 19 units and a clubhouse in the first phase, it is a driveway functioning as a street. He encourages the commission to consider that. He further stated he is not against this project. The City has supplied the Complete Streets Plan and the Knox County Active Transportation Plan to the developer. Rather than that floor, the City has higher aspirations for multi-modal transportation, not only in this development, but the City in general. One thing not addressed, what is the plan for multi-modal traffic from this development to Coshocton Avenue. Will the sidewalks, whether proper or a striped lane on asphalt, come all the way to Upper Gilchrist Road.

Ball said for the multi-modal aspect, the plan is to have at least a sidewalk or multi-use trail on the east side. Rockford has already agreed to provide real estate for that facility. It would at least terminate at the south side of the driveway for this proposed project, if developed. That is for the public side, he cannot speak of the private side. Ball said hopefully they will connect.

Blankenhorn read an emailed letter: March 13, 2024 Lacey Blankenhorn Development Services Manager Lacey: As I am unable to attend the meeting tomorrow afternoon, March 14, 2024, I would appreciate it if you would please address the following issues for me. 1. The Beckett farm was annexed into the city from Monroe Township, and as such, we lost the tax revenue from that property. It now appears that the city doesn't want responsibility. The developer, Lemon & Lemon, can basically do whatever they want; no home owner association to keep property owners in check; for example, keeping properties in good condition, mowing, not allowing trash piled in yards, etc. It also appears that there is no shade tree committee, no oversight on road conditions, maintenance, drainage. Merely "putting a curve or hump" in the road certainly won't provide proper drainage. Does this indicate that the city will not be managing the development? Who will be "on watch" for this project, and future community? 2. How much property is going to be annexed from the residences on Upper Gilchrist Road for the purpose of widening the road? Thank you for your time and consideration. Marsha Kelso 12848 Upper Gilchrist Rd. Mt. Vernon, Ohio 43050

Blankenhorn responded to Ms. Kelso by email, thanking Kelso for the input and assuring her the letter would be read to the Commission at the meeting. The tax distribution for the subject property was attached, showing Monroe Township continues to receive a portion of property tax money, more than the City, as the property was annexed as a Type 2. She asked for clarification about the City not wanting responsibility. Lemon Development cannot 'do whatever they want'. The City's PND zoning requires a Comprehensive Development Plan to be submitted, reviewed, and approved by the Municipal Planning Commission and City Council prior to any development taking place. The meeting tomorrow is a continuation of the review by the MPC, because the first submission did not meet all of the City's requirements. Lemon Development is not proposing a homeowner's association because they will retain ownership of the entire property. There will not be individual homeowners. The management company will be responsible for all maintenance of the entire proposed complex. The City's zoning and property maintenance codes would remain in effect. Stormwater management is a state mandated requirement. The City of Mount Vernon is responsible for ensuring that all regulations are met. The needed improvements to Upper Gilchrist Road are in design. Property does not need to be annexed for widening. Blankenhorn did not hear back from Kelso prior to the meeting.

Broeren noted that immediately south of this proposed development is a private home. If the road alignment is shifted completely east onto the developers, it will take a significantly greater share out of that private home, which will need to be considered in design. Broeren had not further law concerns and said there is nothing preventing the Commission from moving forward with a recommendation.

Ball said, depending on traffic volume, the design may terminate the turn lane south of Plymouth Road to avoid impacts to the neighbor on the east side of Plymouth. The City will be very sensitive to the comment at the last meeting about not being able to park a truck in the driveway after widening. Before any final decisions are made about the roadway, there will be a public meeting. As far as the submittal, all of the

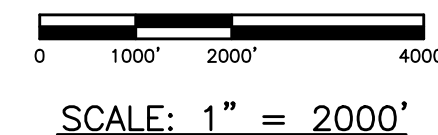
required boxes have been checked. Ball does not see any issues with the preliminary water, sewer, or stormwater plans. They have the ability to meet the standards with what have been presented. Further detail will be required for permitting.

Starr mentioned the Shade Tree Commission. Ball explained this project is not a platted subdivision, triggering Shade Tree Jurisdiction. The submitted planting plan meets the intent of Shade Tree regulations. This is not a forested site. It meets the intent of the rules, but is not subject to the rules.

Starr verified with Blankenhorn that this is a recommendation to City Council.

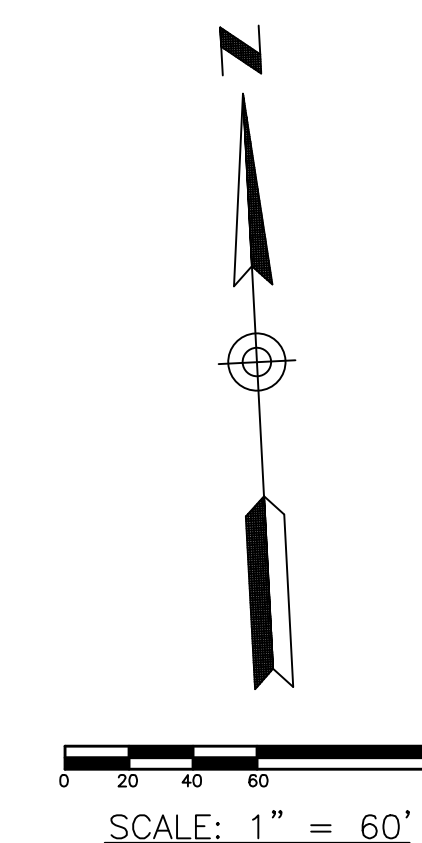
Salyers made a motion to accept the proposal.

RESULT:	RECOMMEND [UNANIMOUS]	Next: 3/25/2024 7:30 PM
MOVER:	Tanner Salyers, Safety Service Director	
SECONDER:	Anne Ellsworth, Member	
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow	
EXCUSED:	Eric Diehl, Jason West	



ZONING DATA			
ZONING (PROPOSED)			
PND PLANNED NEIGHBORHOOD DISTRICT			
CODIFIED ORIGINANCE	CODIFIED ORIGINANCE DESCRIPTION	REQUIRED ORIGINANCE	
BUILDING			
1163.02.a.1	MINIMUM LOT AREA	N/A	
	MINIMUM FRONT YARD DEPTH	N/A	
1163.02.a.2	MINIMUM SIDE YARD DEPTH	N/A	
	MINIMUM REAR YARD DEPTH	N/A	
1163.02.a.3	MAXIMUM DENSITY	5 UNITS/AC.	
1163.02.b.1	MINIMUM BUILDING HEIGHT	35 FT.	

SITE DATA	
TOTAL DEVELOPMENT AREA	33.89 AC.
NET AREA (TOTAL DEVELOPMENT AREA LESS PUBLIC RIGHT-OF-WAY)	33.65 AC.
8 UNIT APARTMENT BUILDING	48
2, 4, & 6 UNIT VILLAS	108
TOTAL NUMBER OF UNITS	156
TOTAL DENSITY	4.6 UNITS/AC
TOTAL LENGTH OF STREET	4,540 LF.
PARKING PROVIDED	
VILLA GARAGE SPACES	216
VILLA DRIVEWAY SPACES	216
APARTMENT GARAGE SPACES	48
APARTMENT DRIVEWAY SPACES	48
TOTAL PARKING SPACES	528



SITUATED IN THE CITY OF MT. VERNON,
COUNTY OF KNOX, STATE OF OHIO, AND
BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 17, TOWNSHIP 7
NORTH, RANGE 12 WEST

OWNER:
CASEY'S WAY LLC
P.O. BOX 45
MOUNT VERNON, OH 43050

DEVELOPER:
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

ENGINEER:
GBC DESIGN, INC.
565 WHITE POND DR.
AKRON, OHIO 44320



GBC DESIGN, INC.

5655 White Pond Dr.
Akron, OH 44320
Phone 330-856-0228
www.gbcdesign.com

LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

UPPER GILCHRIST
MT. VERNON, OHIO
PRELIMINARY PLAT

DRAWN BY:
T.G.W.

DATE:
JAN. 18, 202

PROJECT NO
56066

DRAWING NO

1 OF 1

January 17, 2024

Subject: **Mt Vernon – Upper Gilchrist – Statement of Development Standards**
GBC Project No.: 56066

1163.02 DEVELOPMENT STANDARDS.

(a) Lot Requirements in the Planned Neighborhood District are:

- (1) Lot area: No minimum lot area is required, but an area can be considered a Planned Neighborhood District only if a variety of different types of dwelling units are used.

Response: The project will consist of a variety of 2-unit, 4 unit, and 6-unit villas and 8 unit apartment buildings

- (2) Yards: No yard requirements or distances between buildings are established in order to enable creativity in design. The applicant shall arrange the buildings in such a way that adequate provision is guaranteed for all units to open space, air, light and exposure to sunshine. Zero lot line clusters and variations in building setbacks are encouraged.

Response: The buildings have been arranged to provide an open area behind the buildings. The plan establishes the building separations.

- (3) The maximum density shall not exceed five dwelling units per net acre. Densities can be increased as provided for in Section 1163.02 (3)C. hereof. Public right-of-way shall not be included in the computation of new area.

Response: The density of the development is 4.6 units/ac. which is less than the 5 units/ac. maximum density.

- (4) Single family developments which do not utilize zero lot line clusters or equally creative site design must conform to the R-1 single family development standards.

Response: N/A as this project is a multi-family project.

(b) Building Requirements in the Planned Neighborhood District are:

- (1) Maximum height: Except as provided in subsection 1163.02 (c)(3) hereof, no multiple family structure shall exceed thirty-five feet in height and single family and two-family structures shall not exceed thirty feet in height.

Response: All proposed structures are single story. The apartment buildings will not exceed 24 feet in height, and the villa units will not exceed 21 feet in height.

A. Minimum floor areas:

1. Single family: 1,200 square feet.
2. Two family: 900 square feet each unit.
3. Multifamily: 700 square feet each unit.

Response: All villa units will exceed 1,200 square feet and all apartment units will exceed 700 square feet.

(c) Site Development Requirements in the Planned Neighborhood District are:

- (1) All applicable subdivision regulations and parking, sign and landscaping regulations of this Zoning Ordinance must be satisfied.

Response: Per Section 1174.05 two parking spaces per unit are required or 312 spaces. The plan provides for a total of 528 spaces as indicated on the plan. Landscaping will be as shown on the preliminary landscape plan.

- (2) A comprehensive development plan must be approved by the Planning Commission which includes all of the following elements:

- A. Location and size of residential uses indicating the location of any types of dwellings, the density for each separate area of land to be developed, the overall number of units to be constructed, and the overall density of the proposed development.

Response: The development includes 108 villa units and 48 apartment units. The total density of the proposed development is 4.6 units/acre.

- B. Location, size and type of nonresidential uses such as open space, parks, playgrounds, community facilities and schools to be located in the land to be developed.

Response: Non-residential uses are shown on the plan. This includes open area, a club house, pool and walking trails.

- C. Proposed phases of development of the land in terms of units, land area, streets, access and uses.

Response: Phasing TBD based on market conditions.

- D. Traffic patterns, streets, bikeways, access, parking areas and pedestrian walkways. Conflict between the movement of pedestrians, bicycles and vehicles shall be minimized.

Response: The traffic patterns, parking areas and pedestrian walkways are as shown on the plan.

- E. Trash collection systems to be used, the location and type of trash containers, and the types of enclosures to be used to screen trash containers from view.

Response: Individual Unit Pickup will be utilized for trash collection.

- F. A preliminary plat conforming to the subdivision regulations and including at least twenty percent (20%) of the total acreage included in the comprehensive development plan.

Response: The preliminary plan includes applicable information from Section 1135.02.

- (3) Development incentives: Development incentives of increased densities and increased building heights may be recommended by the Planning Commission based on the following criteria:

- A. The development is directly adjacent to major thoroughfares as delineated in the Thoroughfare Plan and community services.

Response: N/A as no development incentives are being requested

- B. Building design and site design is of high quality and includes the integration of buildings and structures with natural materials or well defined, and good design.

Response: N/A as no development incentives are being requested

- C. A well-designed open space system is utilized that provides pedestrian and bicycle access to neighborhood facilities, parks, play areas and scenic areas, and the system includes provision for landscaping and outdoor furniture.

Response: N/A as no development incentives are being requested

- D. Land is provided for major community facilities and schools.

Response: N/A as no development incentives are being requested

- E. Total density shall not exceed eight dwelling units per acre. (Ord. 2005-34. Passed 12-12-05.)

Response: N/A as no development incentives are being requested



PLANNING SUBMISSION 01/18/24

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565 White Pond Dr.
Akron, OH 44320
Phone 330-836-0228
www.gbcdesign.com

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RIDGE QUADPLEX ELEVATION A



RIDGE QUADPLEX ELEVATION B



RIDGE QUADPLEX ELEVATION C



JOHN D. ELSEY LICENSE #9492
EXPIRATION DATE 12/31/2025

PLANNING SUBMISSION 01/18/24

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RIDGE QUADPLEX VILLA	
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REVISIONS

Attachment: 56066 renderings (3952 : 2024-Mpc-03)

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ROSE DUPLEX ELEVATION A



ROSE DUPLEX ELEVATION B



ROSE DUPLEX ELEVATION C



JOHN D. ELSEY LICENSE #9492
EXPIRATION DATE 12/31/2025

PLANNING SUBMISSION 01/18/24

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DATE: 01/18/24	
PROJECT NO. 50066	
DRAWING NO. A804	

GBC DESIGN, INC.
565 White Pond Dr.
Phone 330-836-0228
Akron, OH 44320
www.gbcdesign.com

REVISIONS





ROSE (6) UNIT ELEVATION



JOHN D. ELSEY LICENSE #9492
EXPIRATION DATE 12/31/2025

PLANNING SUBMISSION 01/18/24

UPPER GILCHRIST MT. VERNON, OHIO		PPN: -
ROSE (6) UNIT		
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DATE: 01/18/24		
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REVISIONS



APARTMENTS - (8) UNIT END VIEW



APARTMENTS - (8) UNIT SIDE VIEW



JOHN D. ELSEY LICENSE #9492
EXPIRATION DATE 12/31/2025

DRAWING NO.		A807	
PROJECT NO.		56066	
DATE:		01/18/24	
DRAWN BY:		GBC	
UPPER GILCHRIST MT. VERNON, OHIO			
PPIN: -			
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PLANNING SUBMISSION 01/18/24

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Attachment: 56066 renderings (3952 : 2024-Mpc-03)

REVISIONS

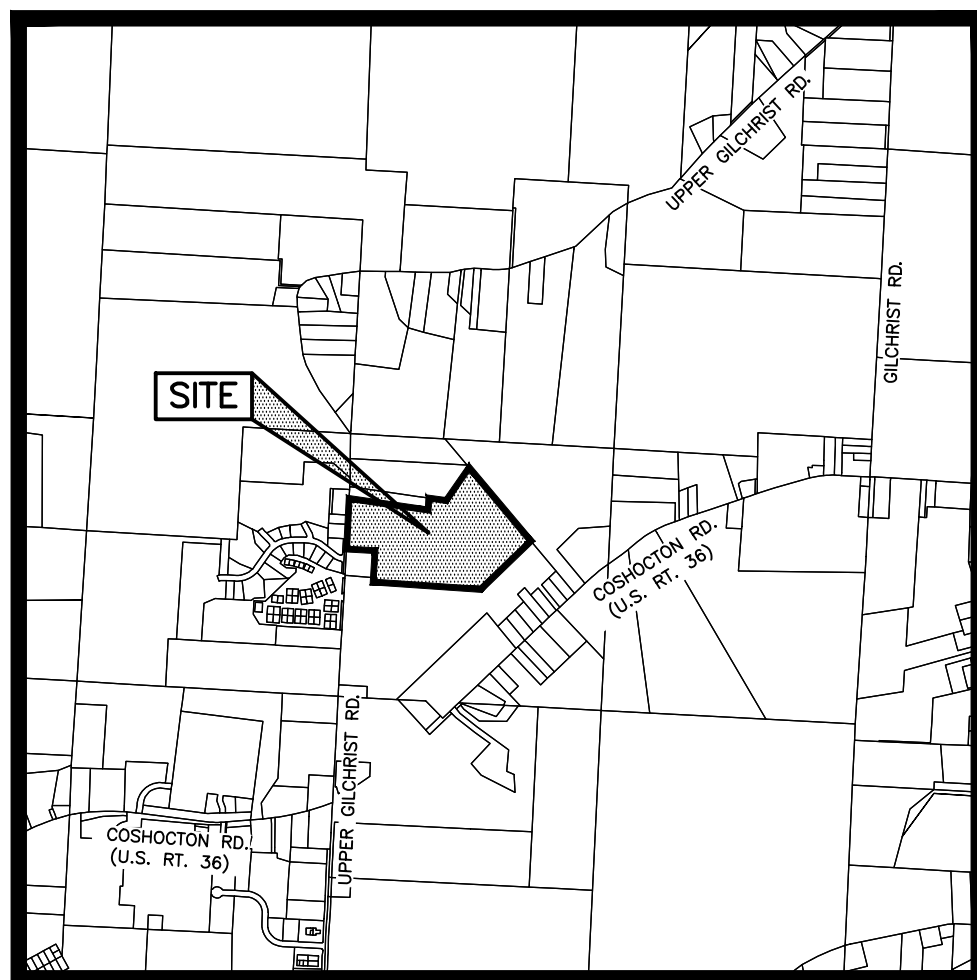
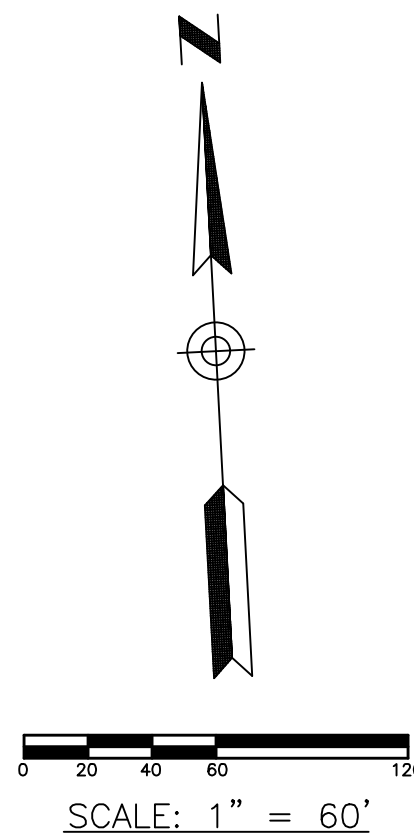
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LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

UPPER GILCHRIST
MT. VERNON, OHIO

EXISTING CONDITIONS

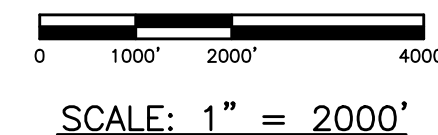
DRAWN BY:
T.G.W.
DATE:
JAN. 18, 2024
PROJECT NO.
56066
DRAWING NO.
1 OF 1



LOCATION MAP

SCALE: 1" = 2000'

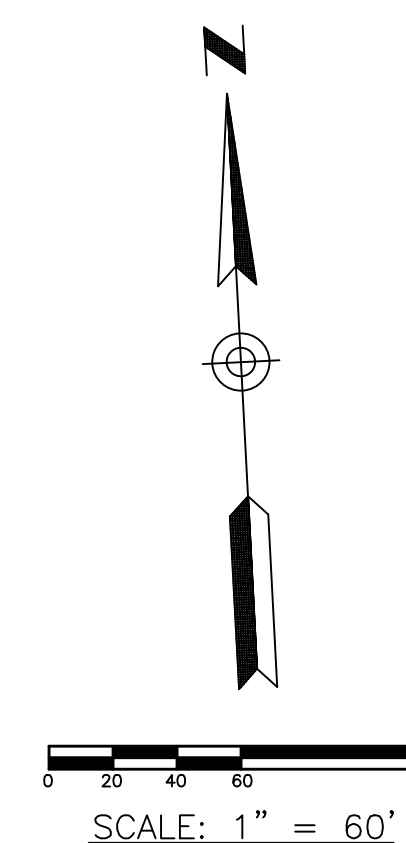




ZONING DATA			
ZONING (PROPOSED)			
PND PLANNED NEIGHBORHOOD DISTRICT			
CODIFIED ORIGINANCE	CODIFIED ORIGINANCE DESCRIPTION	REQUIRED ORIGINANCE	
BUILDING			
1163.02.a.1	MINIMUM LOT AREA	N/A	
	MINIMUM FRONT YARD DEPTH	N/A	
1163.02.a.2	MINIMUM SIDE YARD DEPTH	N/A	
	MINIMUM REAR YARD DEPTH	N/A	
1163.02.a.3	MAXIMUM DENSITY	5 UNITS/AC.	
1163.02.b.1	MINIMUM BUILDING HEIGHT	35 FT.	

SITE DATA	
TOTAL DEVELOPMENT AREA	33.89 AC.
NET AREA (TOTAL DEVELOPMENT AREA LESS PUBLIC RIGHT-OF-WAY)	33.65 AC.
8 UNIT APARTMENT BUILDING	48
2, 4, & 6 UNIT VILLAS	108
TOTAL NUMBER OF UNITS	156
TOTAL DENSITY	4.6 UNITS/AC
TOTAL LENGTH OF STREET	4,540 LF.
PARKING PROVIDED	
VILLA GARAGE SPACES	216
VILLA DRIVEWAY SPACES	216
APARTMENT GARAGE SPACES	48
APARTMENT DRIVEWAY SPACES	48
TOTAL PARKING SPACES	528

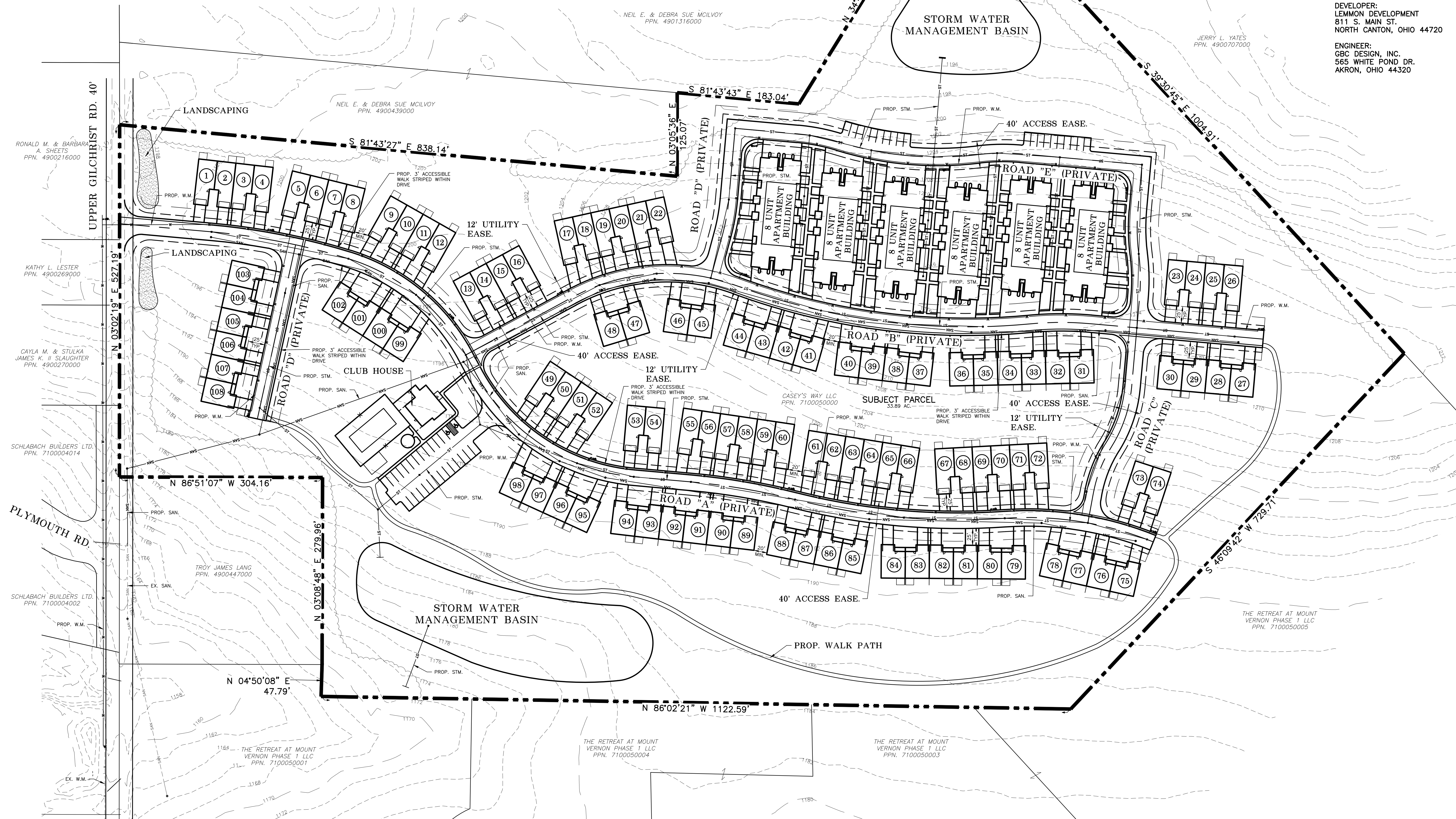
SITUATED IN THE CITY OF MT. VERNON,
COUNTY OF KNOX, STATE OF OHIO, AND
BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 17, TOWNSHIP 7
NORTH, RANGE 12 WEST



OWNER:
CASEY'S WAY LLC
P.O. BOX 45
MOUNT VERNON, OH 43050

DEVELOPER:
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

ENGINEER:
GBC DESIGN, INC.
565 WHITE POND DR.
AKRON, OHIO 44320



GBC DESIGN, INC.

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Akron, OH 44320
Phone 330-836-0228
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UPPER GILCHRIST
MT. VERNON, OHIO

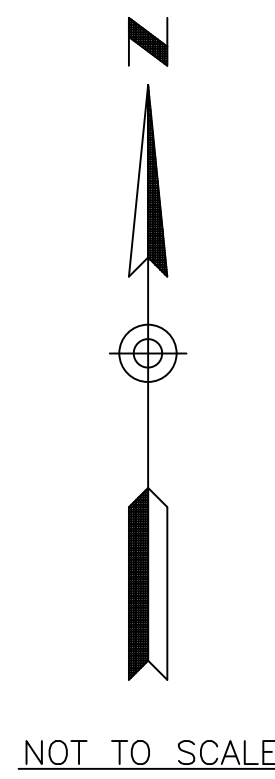
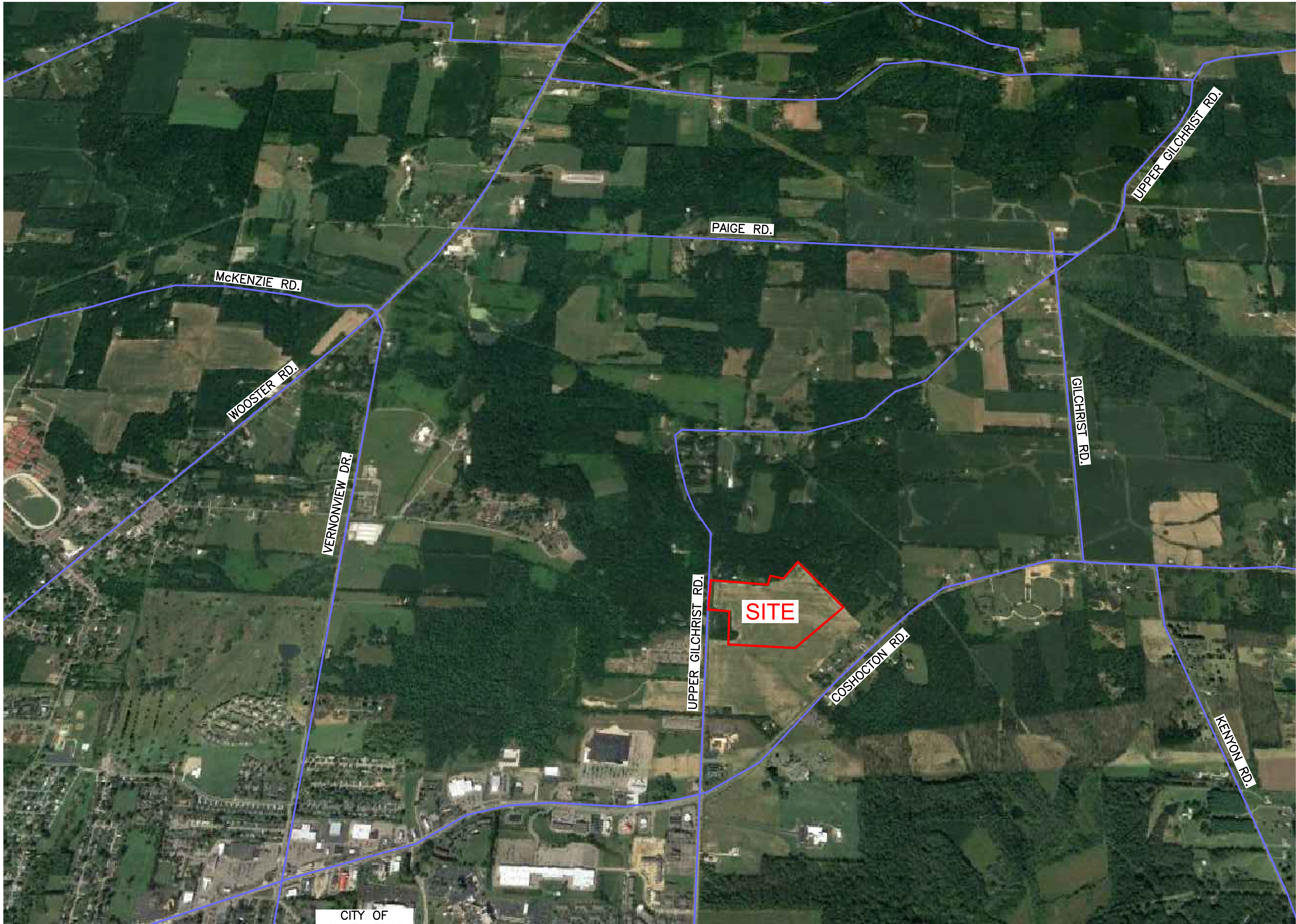
PRELIMINARY PLAT

DRAWN BY:
T.G.W.

DATE:
JAN. 18, 2024

PROJECT NO.
56066

DRAWING NO.
1 OF 1



UPPER GILCHRIST
MT. VERNON, OHIO
REGIONAL MAP

LEMMON DEVELOPMENT
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T.G.W.
DATE:
JAN. 18, 2024
PROJECT NO.
56066
DRAWING NO.
1 OF 1

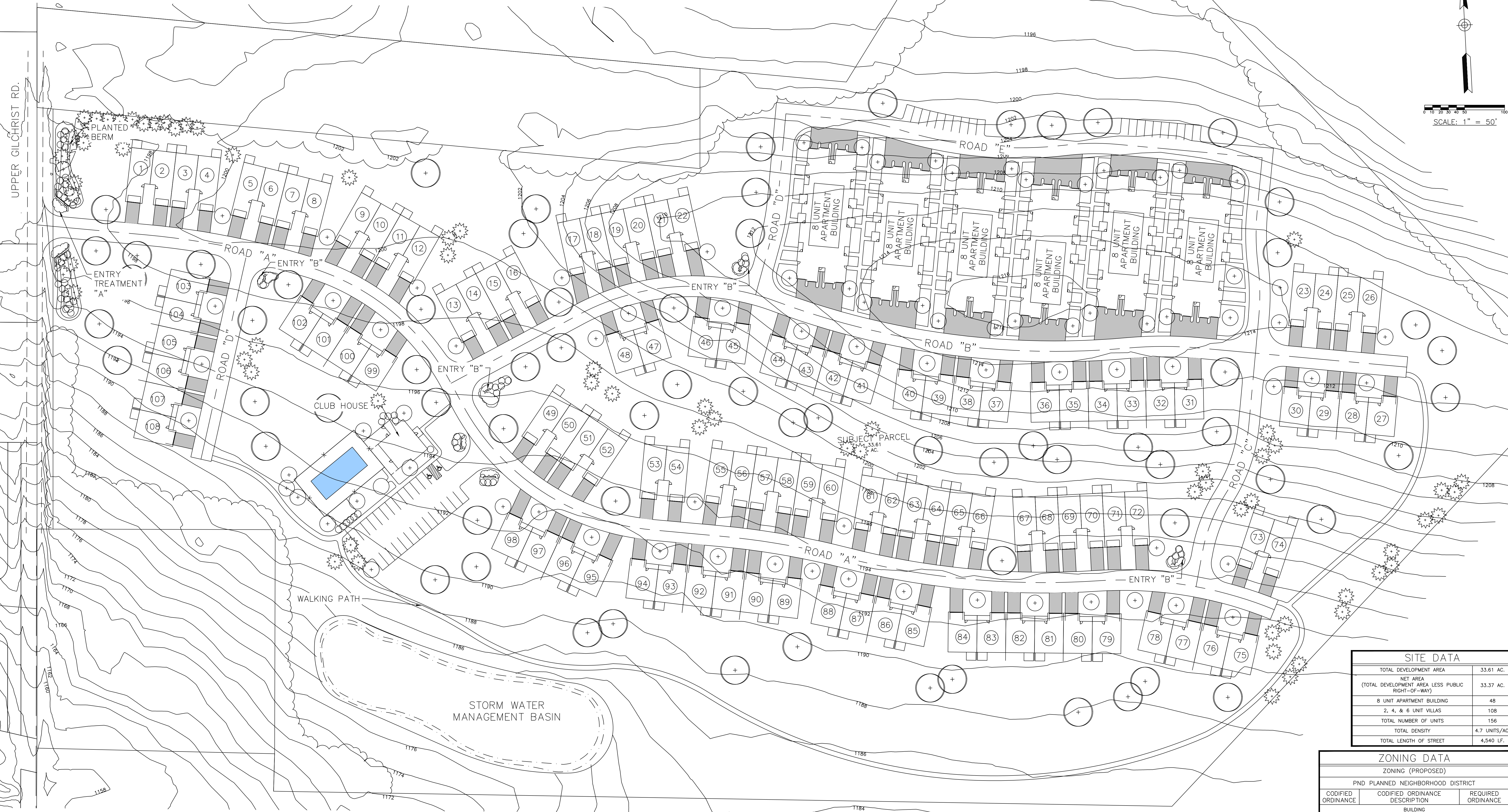
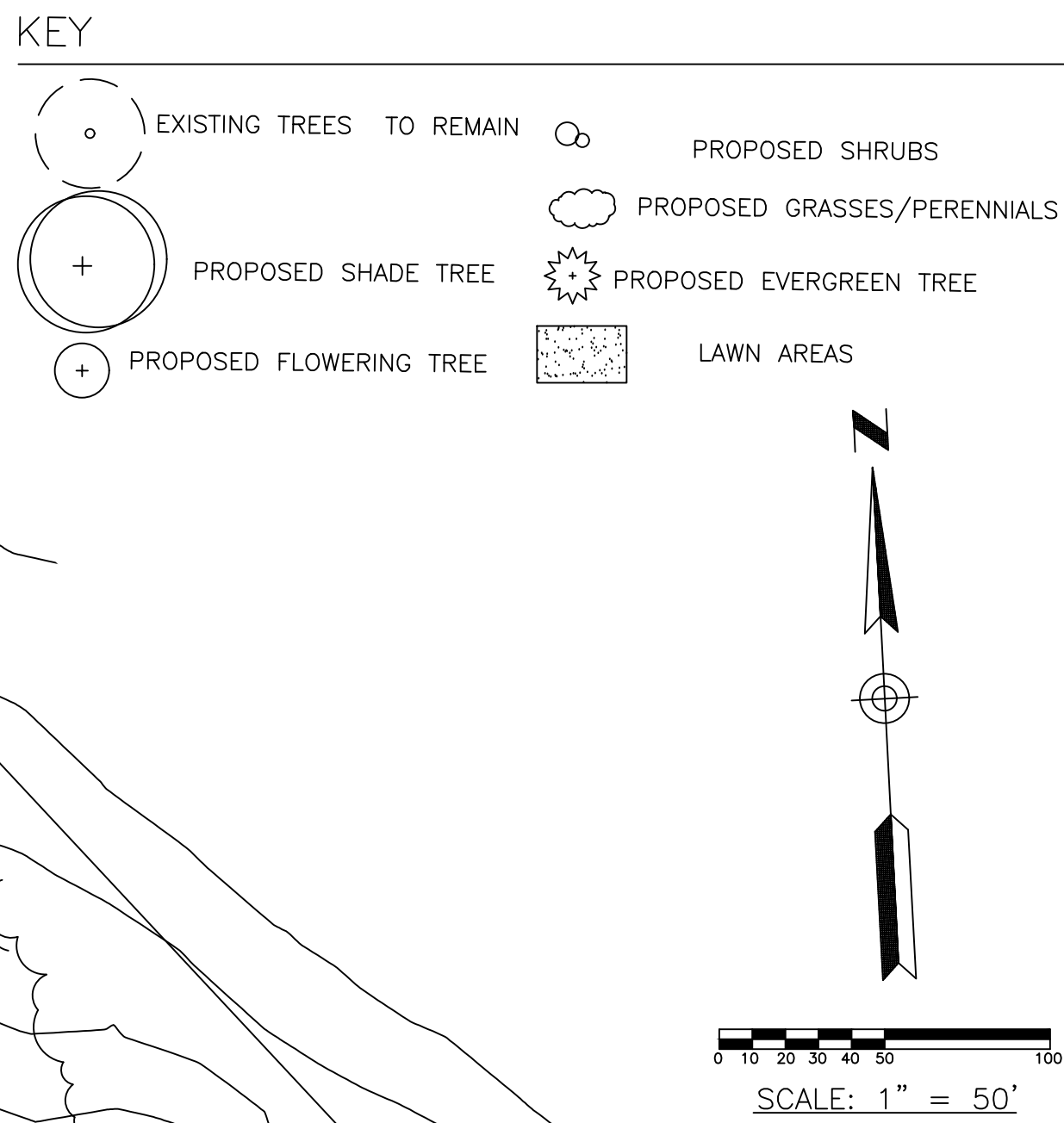
PA	Evergreen Trees			
PG	Picea abies / Norway Spruce	6' Ht.	B&B	12' O.C.
PG	Picea glauca / White Spruce	7' Ht.	B&B	12' O.C.
PS	Pinus strobus / White Pine	6' Ht.	B&B	12' O.C.
TP	Thuja plicata / Western Cedar	7' Ht.	B&B	12' O.C.
	Shrubs			
BV	Buxus 'Vardar Valley' / Boxwood	12"	No. 3	3' O.C.
CA	Clethra alnifolia 'Hummingbird' / Summersweet Clethra	15"	No. 2	3' O.C.
CA	Cornus alba sericea 'Cardinal' / Red Stem Dogwood	24"	B&B	5' O.C.
EAC	Euonymus alata 'Compacts' / Dwarf Winged Euonymus	24"	No. 3	3' O.C.
HA	Hydrangea 'Annabelle' / Annabelle Hydrangea	24"	No. 3	3' O.C.
HQ	Hydrangea quercifolia / Oakleaf Hydrangea	18"	No. 3	4' O.C.
JUG	Juniperus virginiana 'Grey Owl' / Medium Juniper	18"	No. 3	3' O.C.
MP	Myrica pennsylvanica / Northern Bayberry	24"	No. 3	3' O.C.
RAGL	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	18"	No. 3	3' O.C.
	Grasses			
CA	Calamagrostis acutifolia 'Karl Foerster' / Feather Reed Grass	Clump	No. 2	See Plan
H5	Helictotrichon sempervirens / Blue Oat Grass		No. 2	24" O.C.

[illegible]

PROPOSED SHRUBS

PROPOSED GRASSES/PERENNIALS

PROPOSED EVERGREEN TREE



SITE DATA	
TOTAL DEVELOPMENT AREA	33.61 AC.
NET AREA (TOTAL DEVELOPMENT AREA LESS PUBLIC RIGHT-OF-WAY)	33.37 AC.
8 UNIT APARTMENT BUILDING	48
2, 4, & 6 UNIT VILLAS	108
TOTAL NUMBER OF UNITS	156
TOTAL DENSITY	4.7 UNITS/AC.
TOTAL LENGTH OF STREET	4,540 LF.

ZONING DATA		
ZONING (PROPOSED)		
PND PLANNED NEIGHBORHOOD DISTRICT		
CODIFIED ORDINANCE	CODIFIED ORDINANCE DESCRIPTION	REQUIRED ORDINANCE
BUILDING		
1163.02.a.1	MINIMUM LOT AREA	N/A
1163.02.a.2	MINIMUM FRONT YARD DEPTH	N/A
	MINIMUM SIDE YARD DEPTH	N/A
	MINIMUM REAR YARD DEPTH	N/A
1163.02.a.3	MAXIMUM DENSITY	5 UNITS/AC.
1163.02.b.1	MINIMUM BUILDING HEIGHT	35 FT.

LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

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Phone 330-836-0228
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REVISIONS

MT. VERNON
KNOX COUNTY, OHIO

PRELIMINARY LANDSCAPE PLAN

DRAWN BY:
J.S.M.

DATE:
JAN. 16, 2024

PROJECT NO.
56066

DRAWING NO.
L I.O



DATE: February 29, 2024
TO: City of Mount Vernon
FROM: Patrick Mackie
RE: Mt. Vernon Upper Gilchrist

1163.02 DEVELOPMENT STANDARDS.

(a) Lot Requirements in the Planned Neighborhood District are:

- (1) Lot area: No minimum lot area is required, but an area can be considered a Planned Neighborhood District only if a variety of different types of dwelling units are used.

Response: The project will consist of a variety of 2-unit, 4 unit, and 6-unit villas and 8 unit apartment buildings

- (2) Yards: No yard requirements or distances between buildings are established in order to enable creativity in design. The applicant shall arrange the buildings in such a way that adequate provision is guaranteed for all units to open space, air, light and exposure to sunshine. Zero lot line clusters and variations in building setbacks are encouraged.

Response: The buildings have been arranged to provide an open area behind the buildings. The plan establishes the building separations.

- (3) The maximum density shall not exceed five dwelling units per net acre. Densities can be increased as provided for in Section 1163.02 (3)C. hereof. Public right-of-way shall not be included in the computation of new area.

Response: The density of the development is 4.6 units/ac. which is less than the 5 units/ac. maximum density.

- (4) Single family developments which do not utilize zero lot line clusters or equally creative site design must conform to the R-1 single family development standards.

Response: N/A as this project is a multi-family project.

(b) Building Requirements in the Planned Neighborhood District are:

- (1) Maximum height: Except as provided in subsection 1163.02 (c)(3) hereof, no multiple family structure shall exceed thirty-five feet in height and single family and two-family structures shall not exceed thirty feet in height.

Response: All proposed structures are single story. The apartment buildings will not exceed 24 feet in height, and the villa units will not exceed 21 feet in height.

A. Minimum floor areas:

1. Single family: 1,200 square feet.
2. Two family: 900 square feet each unit.
3. Multifamily: 700 square feet each unit.

Response: All villa units will exceed 1,200 square feet and all apartment units will exceed 700 square feet.

(c) Site Development Requirements in the Planned Neighborhood District are:

- (1) All applicable subdivision regulations and parking, sign and landscaping regulations of this Zoning Ordinance must be satisfied.

Response: Per Section 1174.05 two parking spaces per unit are required or 312 spaces. The plan provides for a total of 528 spaces as indicated on the plan. Landscaping will be as shown on the preliminary landscape plan.

- (2) A comprehensive development plan must be approved by the Planning Commission which includes all of the following elements:

- A. Location and size of residential uses indicating the location of any types of dwellings, the density for each separate area of land to be developed, the overall number of units to be constructed, and the overall density of the proposed development.

Response: The development includes 108 villa units and 48 apartment units. The total density of the proposed development is 4.6 units/acre.

- B. Location, size and type of nonresidential uses such as open space, parks, playgrounds, community facilities and schools to be located in the land to be developed.

Response: Non-residential uses are shown on the plan. This includes open area, a club house, pickleball, and walking trails.

- C. Proposed phases of development of the land in terms of units, land area, streets, access and uses.

Response: The project is planned to be phased as shown on the plans.

- D. Traffic patterns, streets, bikeways, access, parking areas and pedestrian walkways. Conflict between the movement of pedestrians, bicycles and vehicles shall be minimized.

Response: The traffic patterns, parking areas and pedestrian walkways are as shown on the plan.

- E. Trash collection systems to be used, the location and type of trash containers, and the types of enclosures to be used to screen trash containers from view.

Response: Individual Unit Pickup will be utilized for trash collection.

- F. A preliminary plat conforming to the subdivision regulations and including at least twenty percent (20%) of the total acreage included in the comprehensive development plan.

Response: The Preliminary Plan includes applicable information from Section 1135.02.

- (3) Development incentives: Development incentives of increased densities and increased building heights may be recommended by the Planning Commission based on the following criteria:

- A. The development is directly adjacent to major thoroughfares as delineated in the Thoroughfare Plan and community services.

Response: N/A as no development incentives are being requested.

- B. Building design and site design is of high quality and includes the integration of buildings and structures with natural materials or well defined, and good design.
Response: N/A as no development incentives are being requested.
- C. A well-designed open space system is utilized that provides pedestrian and bicycle access to neighborhood facilities, parks, play areas and scenic areas, and the system includes provision for landscaping and outdoor furniture.
Response: N/A as no development incentives are being requested.
- D. Land is provided for major community facilities and schools.
Response: N/A as no development incentives are being requested.
- E. Total density shall not exceed eight dwelling units per acre. (Ord. 2005-34. Passed 12-12-05.)
Response: N/A as no development incentives are being requested.



LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
EXISTING CONDITIONS

DRAWN BY:
T.G.W.

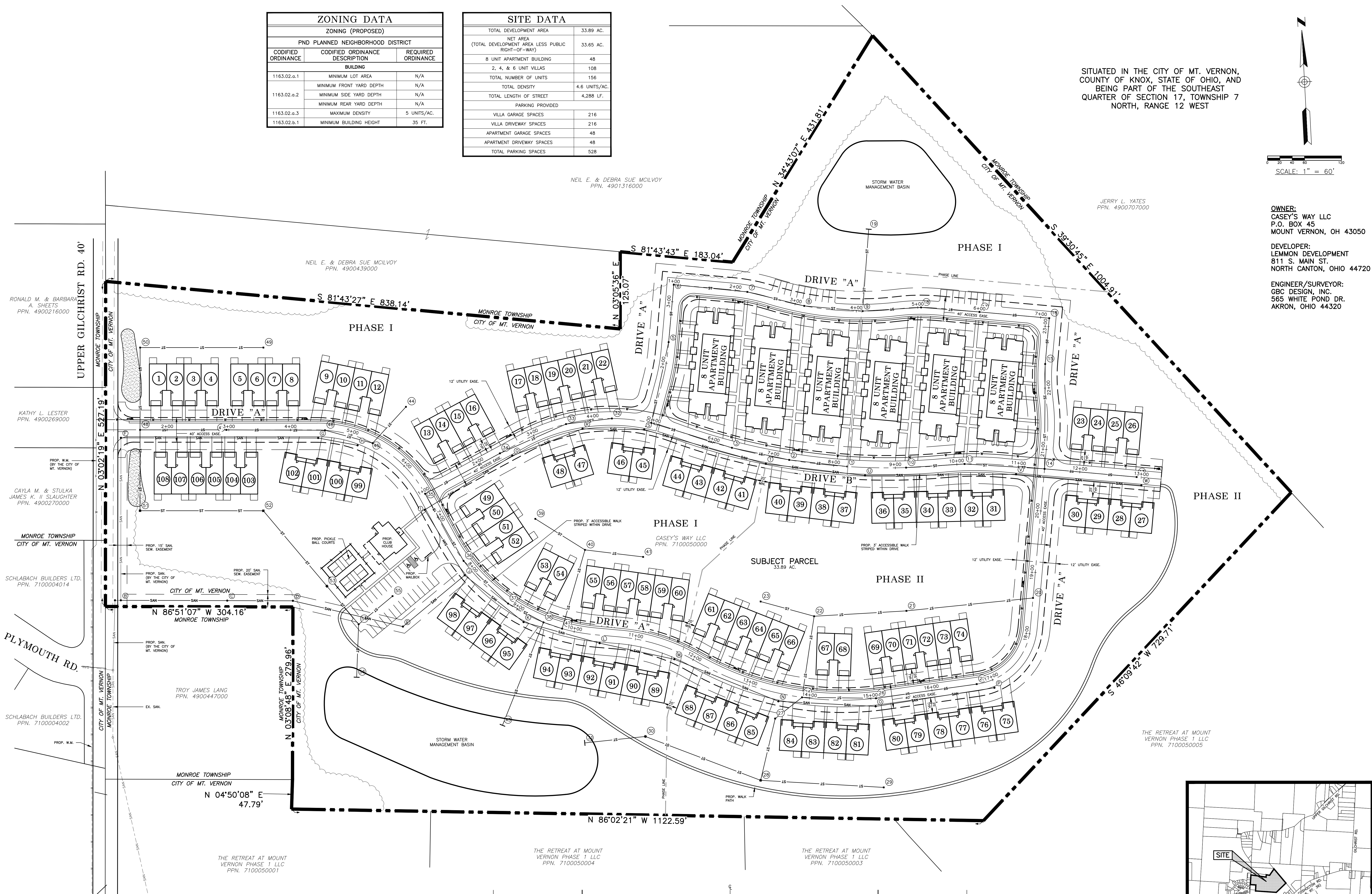
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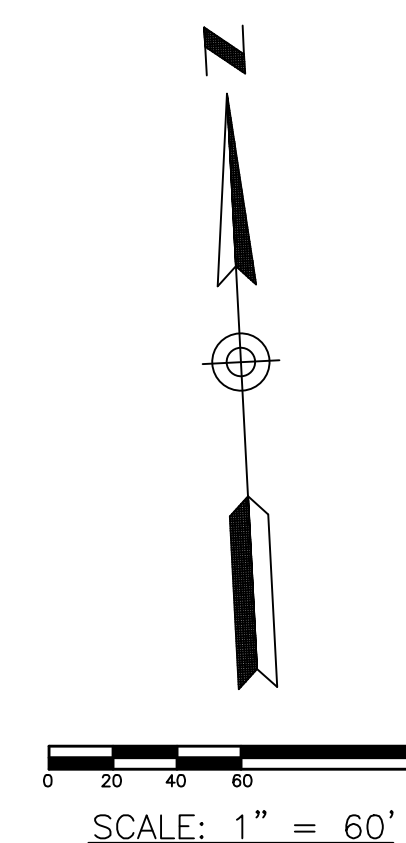
PROJECT NO.
56066

DRAWING NO.
SD1.00

ZONING DATA		
ZONING (PROPOSED)		
PND PLANNED NEIGHBORHOOD DISTRICT		
CODIFIED ORDINANCE	CODIFIED ORDINANCE DESCRIPTION	REQUIRED ORDINANCE
BUILDING		
1163.02.a.1	MINIMUM LOT AREA	N/A
	MINIMUM FRONT YARD DEPTH	N/A
1163.02.a.2	MINIMUM SIDE YARD DEPTH	N/A
	MINIMUM REAR YARD DEPTH	N/A
1163.02.a.3	MAXIMUM DENSITY	5 UNITS/AC.
1163.02.b.1	MINIMUM BUILDING HEIGHT	35 FT.

SITE DATA	
TOTAL DEVELOPMENT AREA	33.89 AC.
NET AREA	
(TOTAL DEVELOPMENT AREA LESS PUBLIC RIGHT-OF-WAY)	33.65 AC.
8 UNIT APARTMENT BUILDING	48
2, 4, & 6 UNIT VILLAS	108
TOTAL NUMBER OF UNITS	156
TOTAL DENSITY	4.6 UNITS/AC.
TOTAL LENGTH OF STREET	4,288 LF.
PARKING PROVIDED	
VILLA GARAGE SPACES	216
VILLA DRIVEWAY SPACES	216
APARTMENT GARAGE SPACES	48
APARTMENT DRIVEWAY SPACES	48
TOTAL PARKING SPACES	528





SITUATED IN THE CITY OF MT. VERNON,
COUNTY OF KNOX, STATE OF OHIO, AND
BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 17, TOWNSHIP 7
NORTH, RANGE 12 WEST

OWNER:
CASEY'S WAY LLC
P.O. BOX 45
MOUNT VERNON, OH 43050

DEVELOPER:
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

ENGINEER/SURVEYOR:
GBC DESIGN, INC.
565 WHITE POND DR.
AKRON, OHIO 44320

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Phone 330-836-0228
www.gbcdesign.com

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NORTH CANTON, OHIO 44720

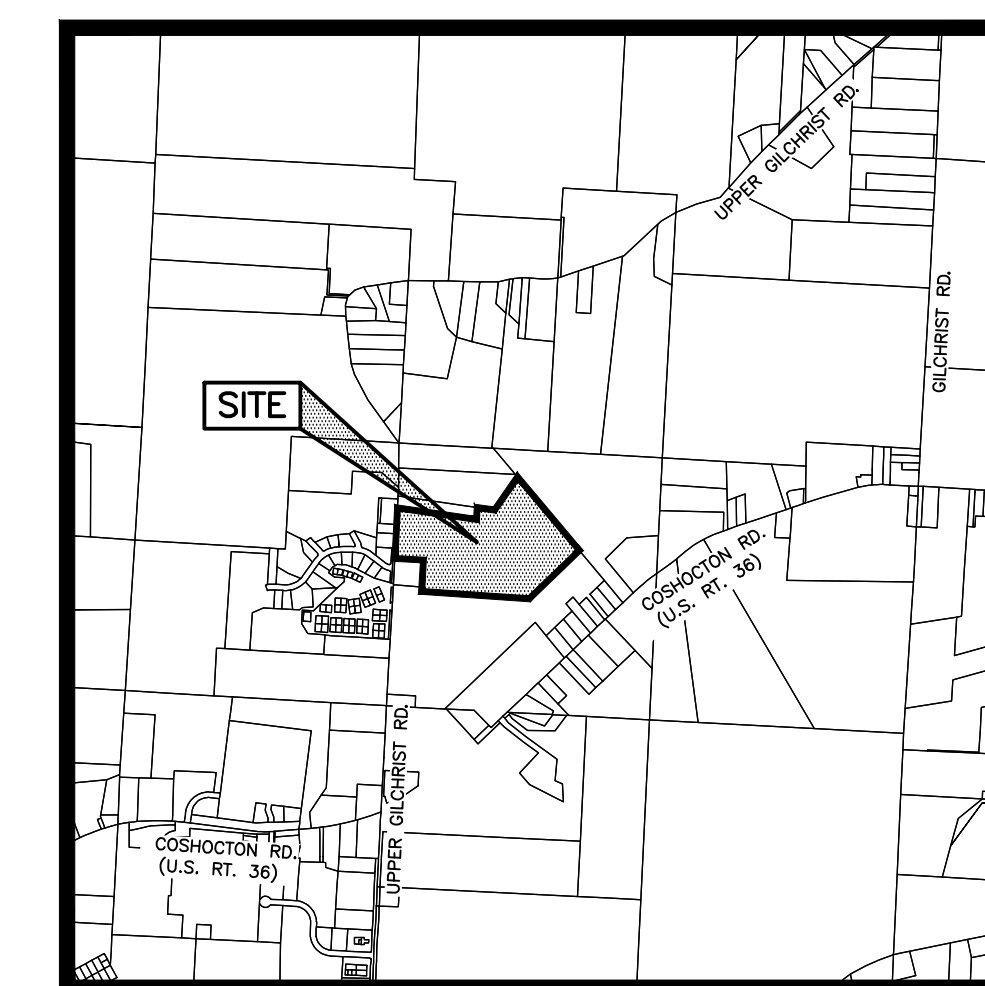
FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
SITE PLAN

DRAWN BY:
T.G.W.

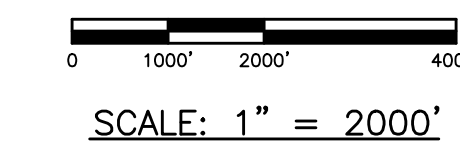
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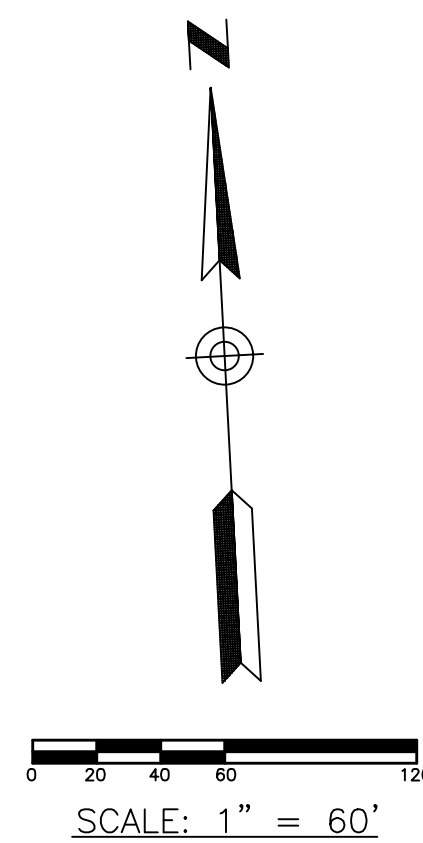
PROJECT NO.
56066

DRAWING NO.
SD3.01



LOCATION MAP



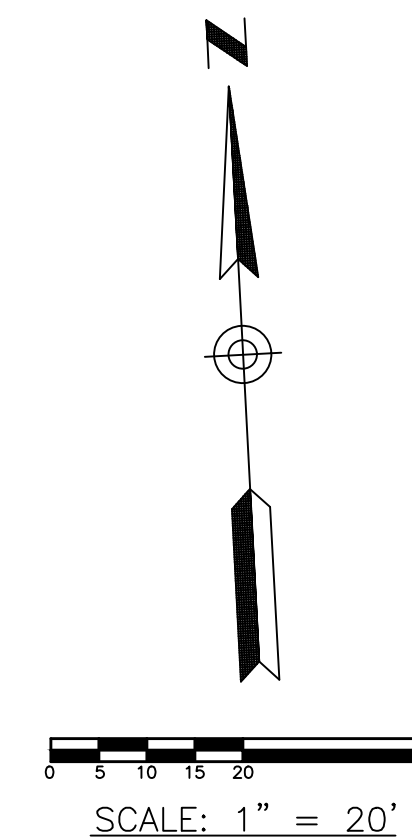


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DATE:
MARCH 1, 2024

PROJECT NO.
56066

DRAWING NO.
SD3.00

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NORTH CANTON, OHIO 44720

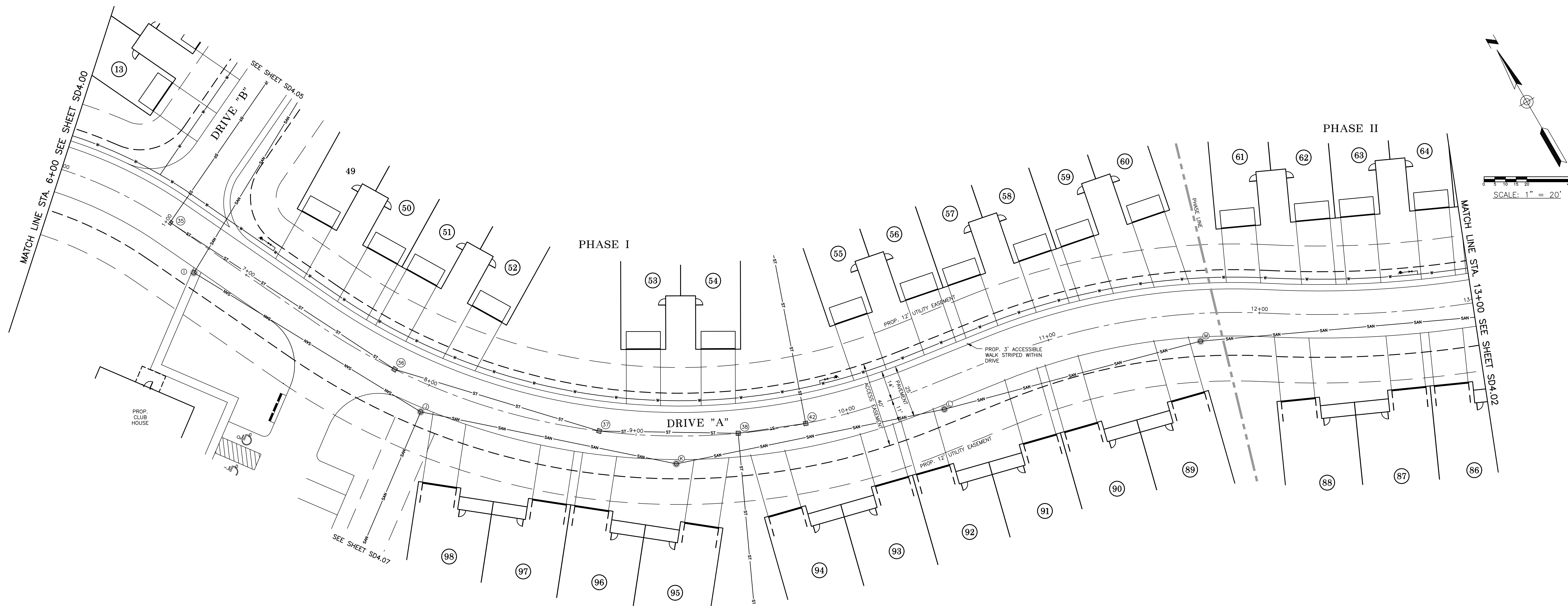
FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
PLAN & PROFILE

DRAWN BY:
T.G.W.

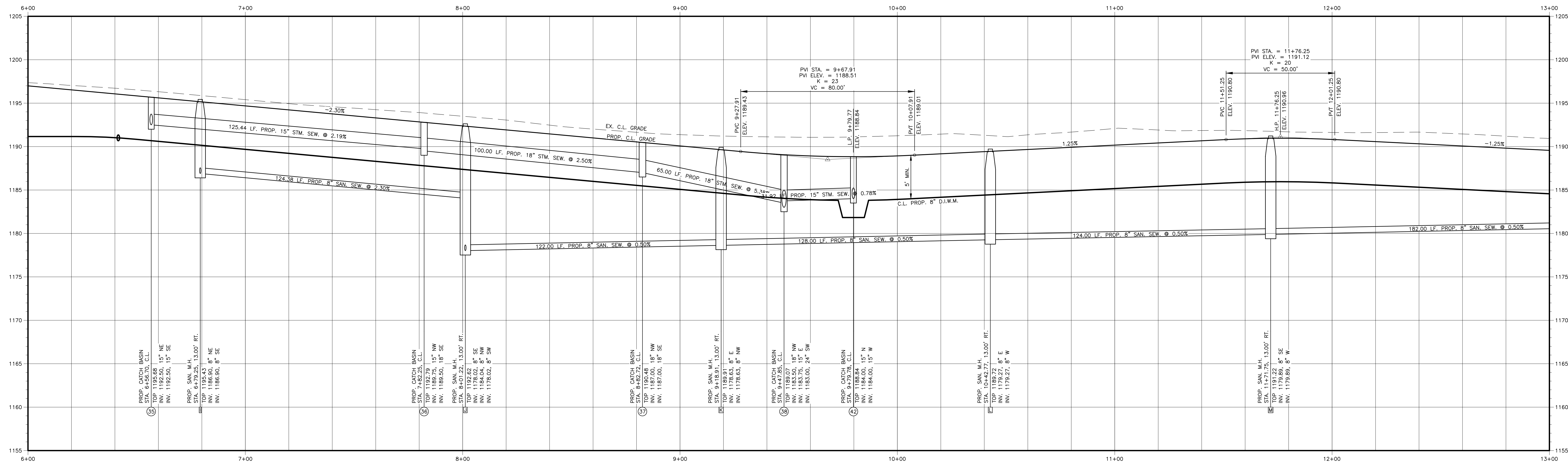
DATE:
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PROJECT NO.
56066

DRAWING NO.
SD4.00



ROAD A (STA. 6+00 TO 13+00)



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FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
PLAN & PROFILE

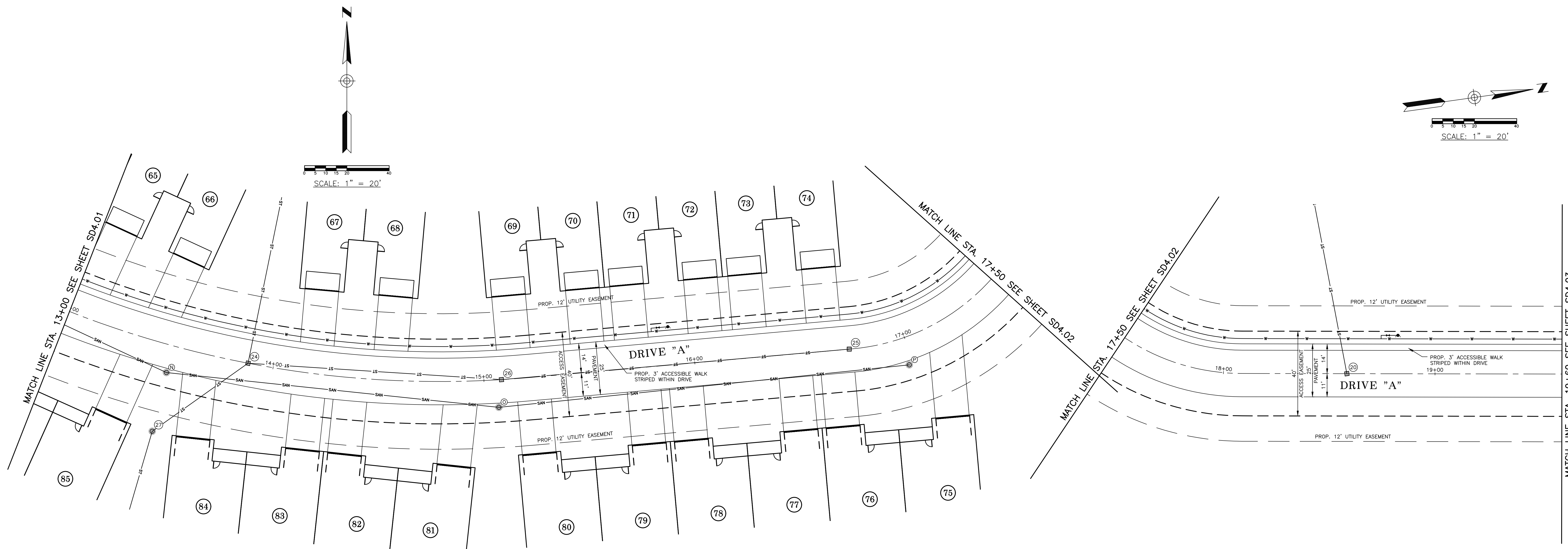
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DATE:
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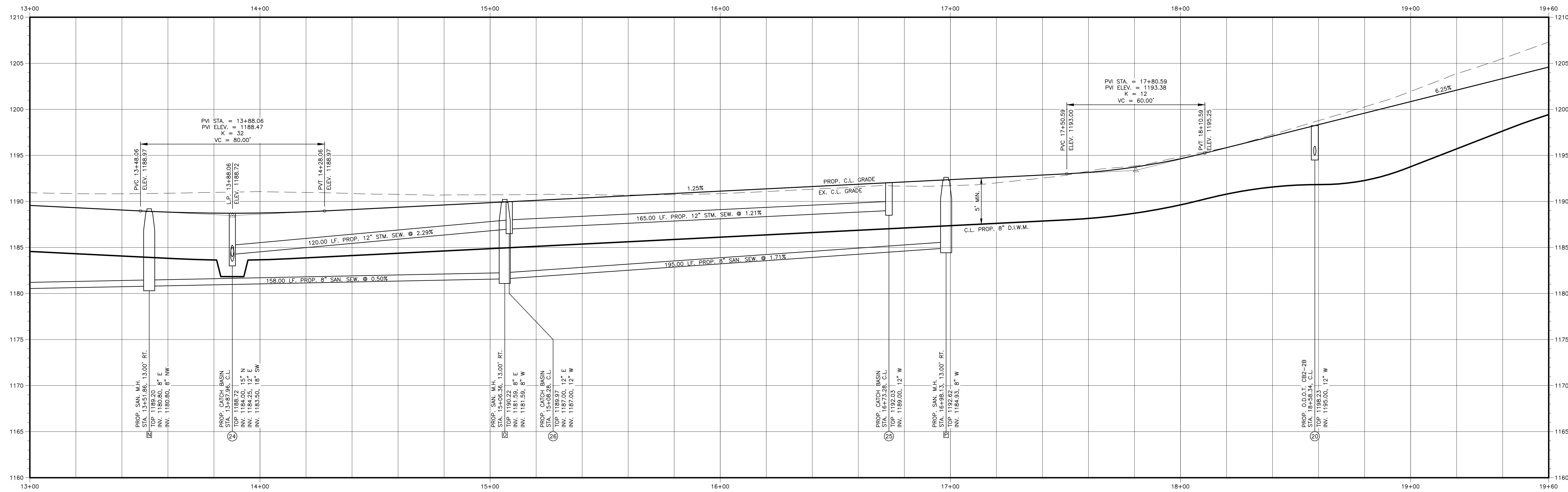
PROJECT NO.
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DRAWING NO.
SD4.01

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ROAD A (STA. 13+00 TO 19+60)

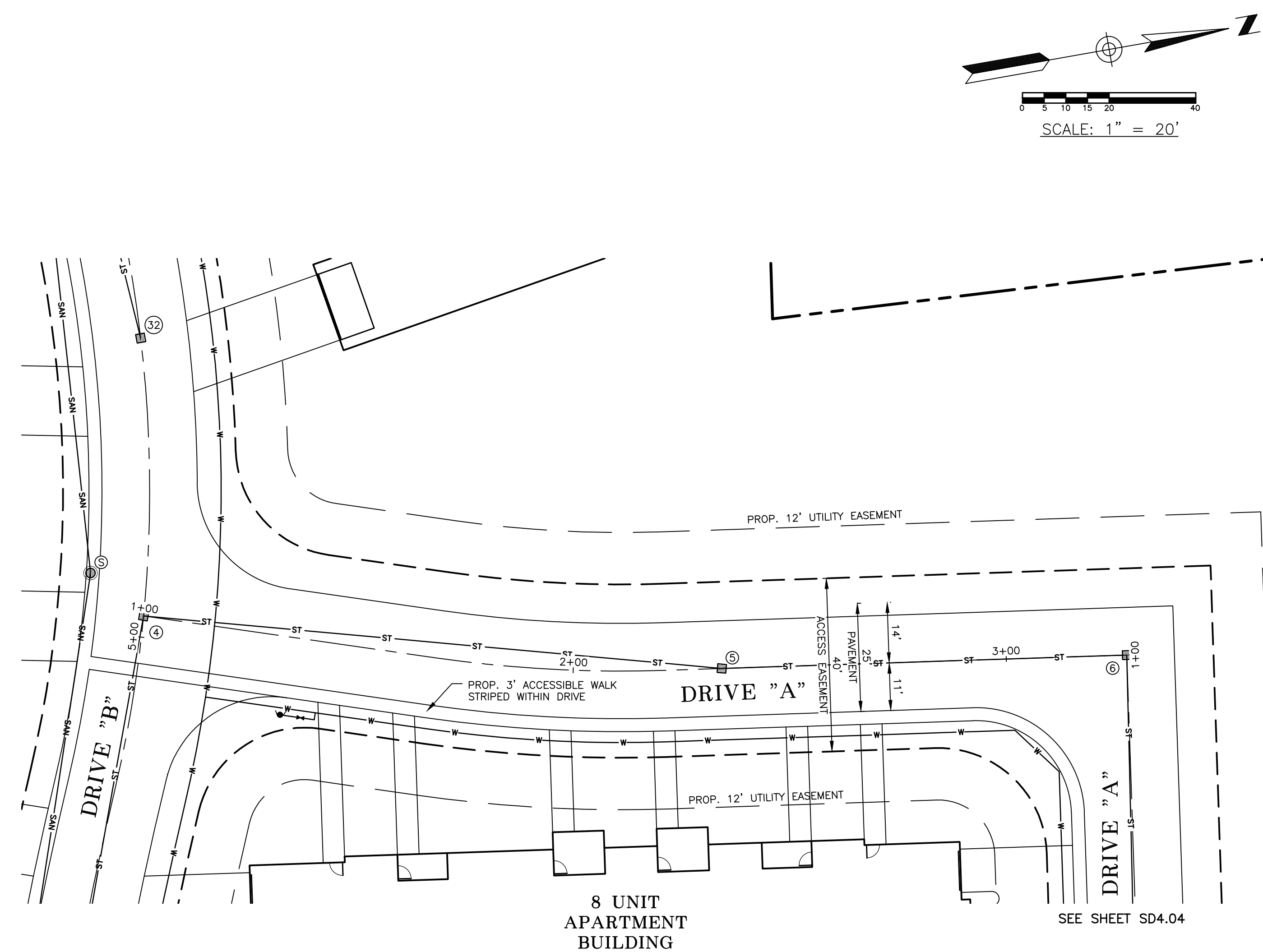
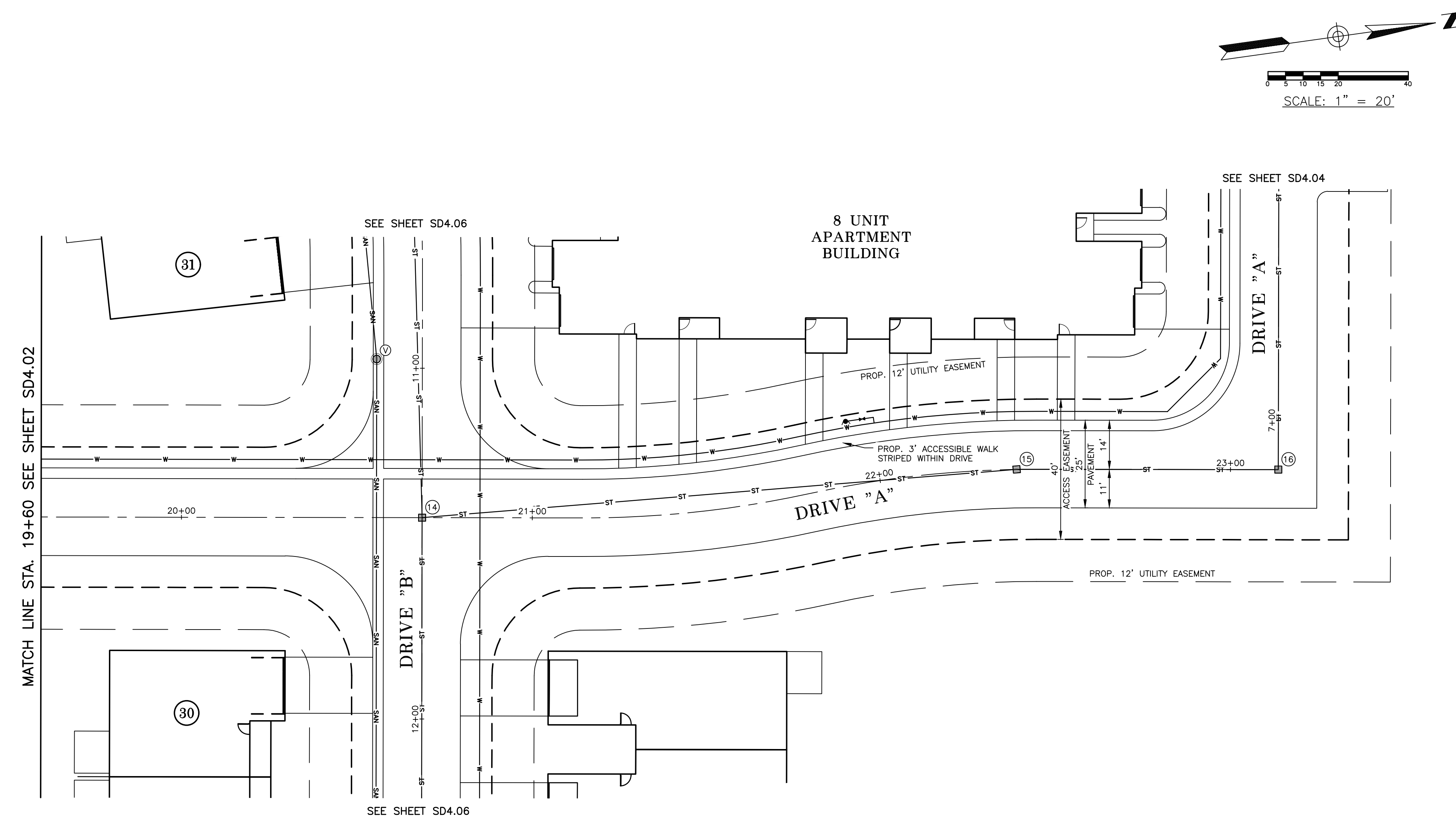


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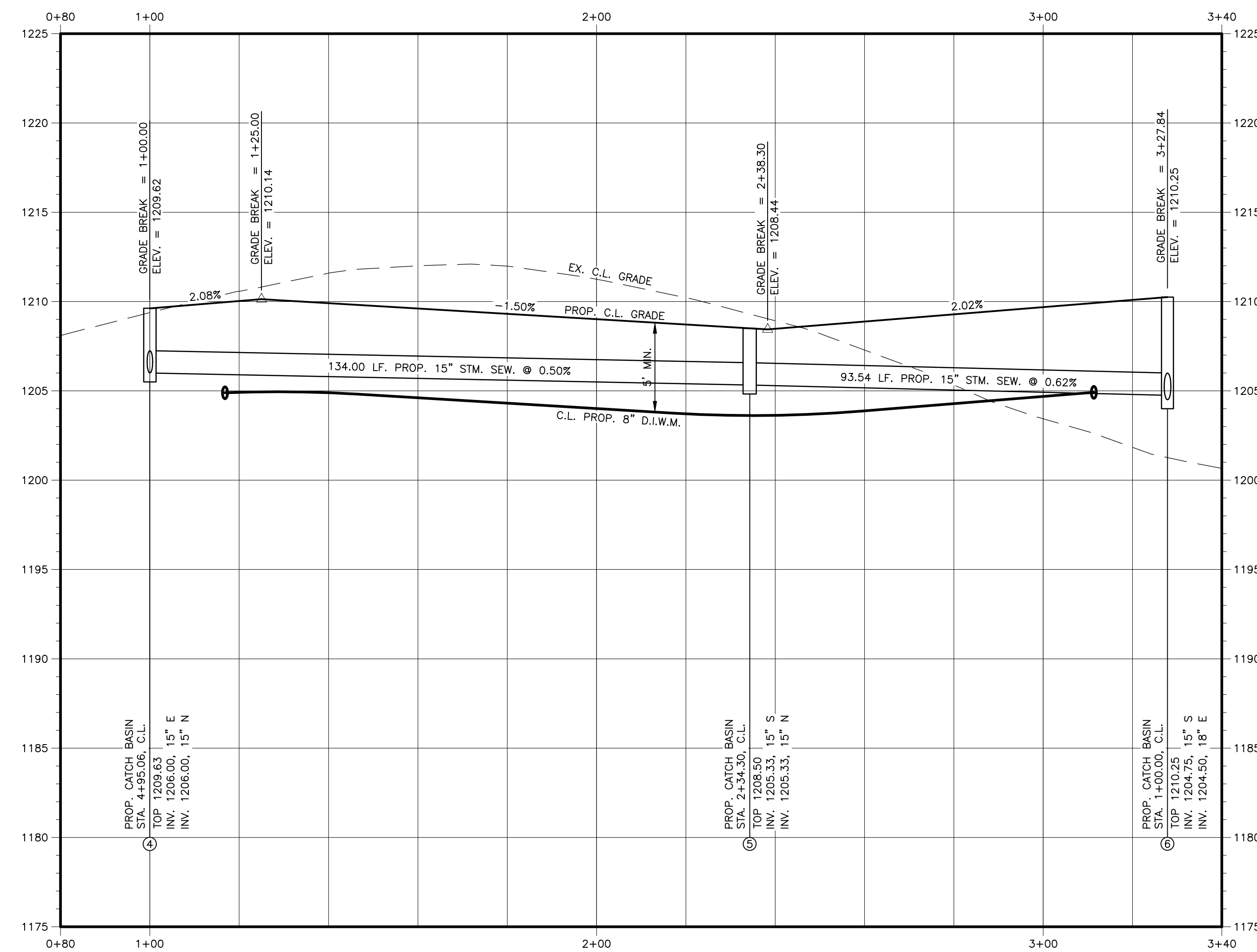
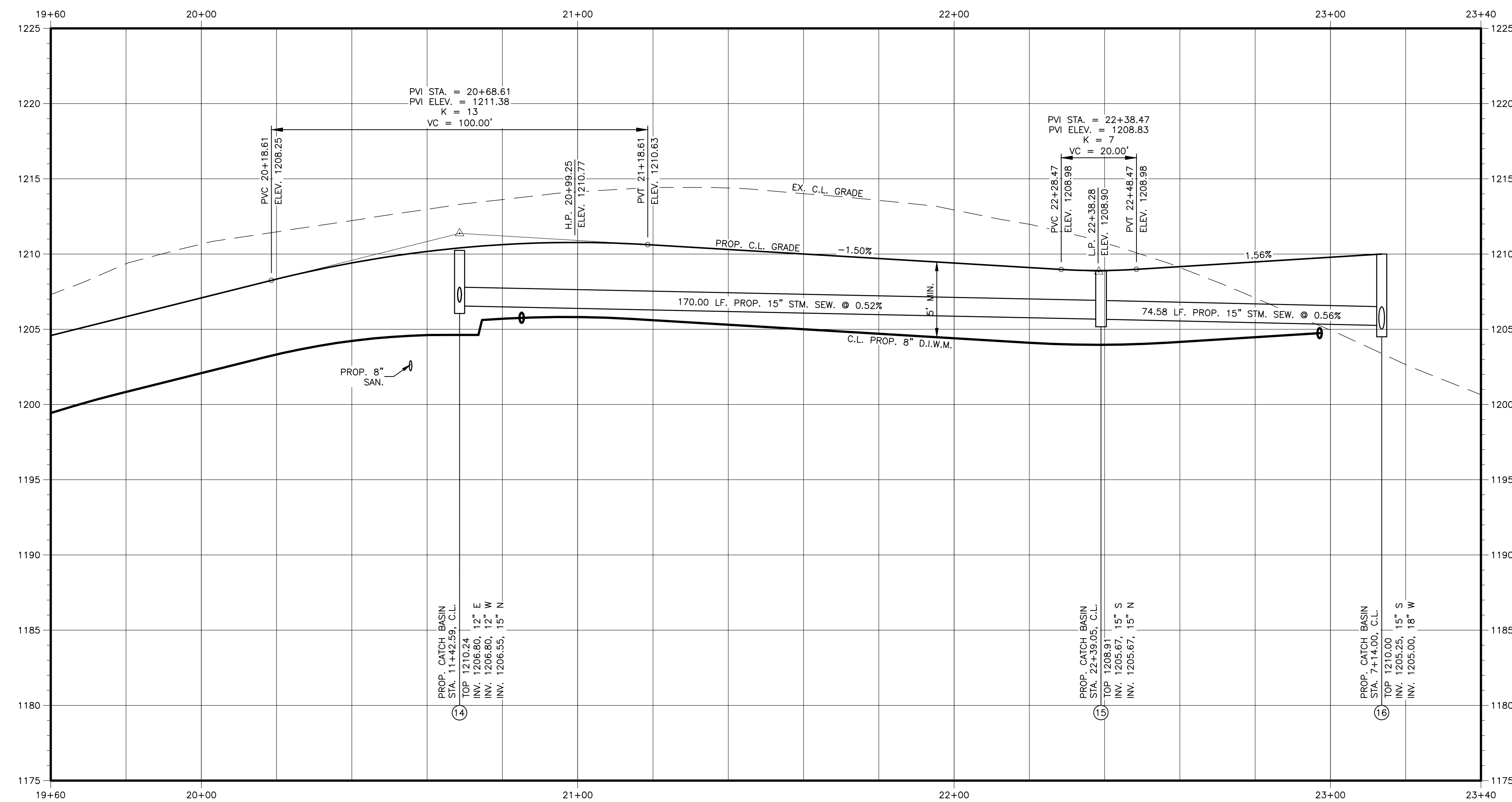
LEMMON DEVELOPMENT
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 NORTH CANTON, OHIO 44720

FOUNDERS GROVE
 UPPER GILCHRIST RD.
 MT. VERNON, OHIO
 PRELIMINARY PLAT
 PLAN & PROFILE

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 T.G.W.
 DATE:
 MARCH 1, 2024
 PROJECT NO.
 56066
 DRAWING NO.
 SD4.02



ROAD A (STA. 19+60 TO 23+40)

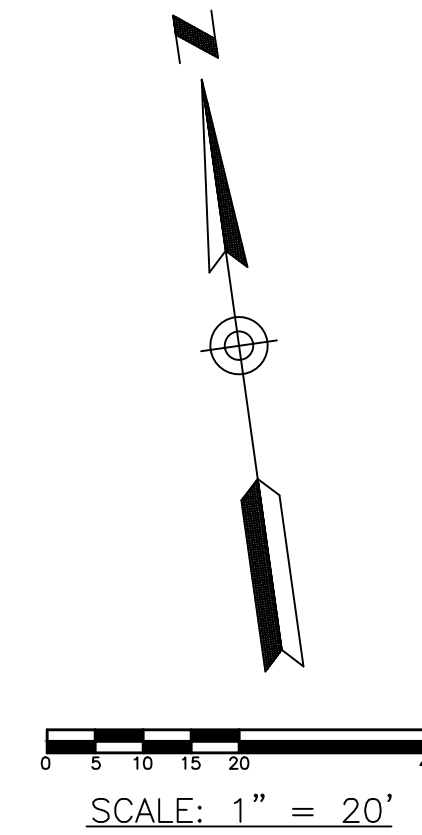


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NORTH CANTON, OHIO 44720

FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
PLAN & PROFILE

DRAWN BY:
T.G.W.
DATE:
MARCH 1, 2024
PROJECT NO.
56066
DRAWING NO.
SD4.03

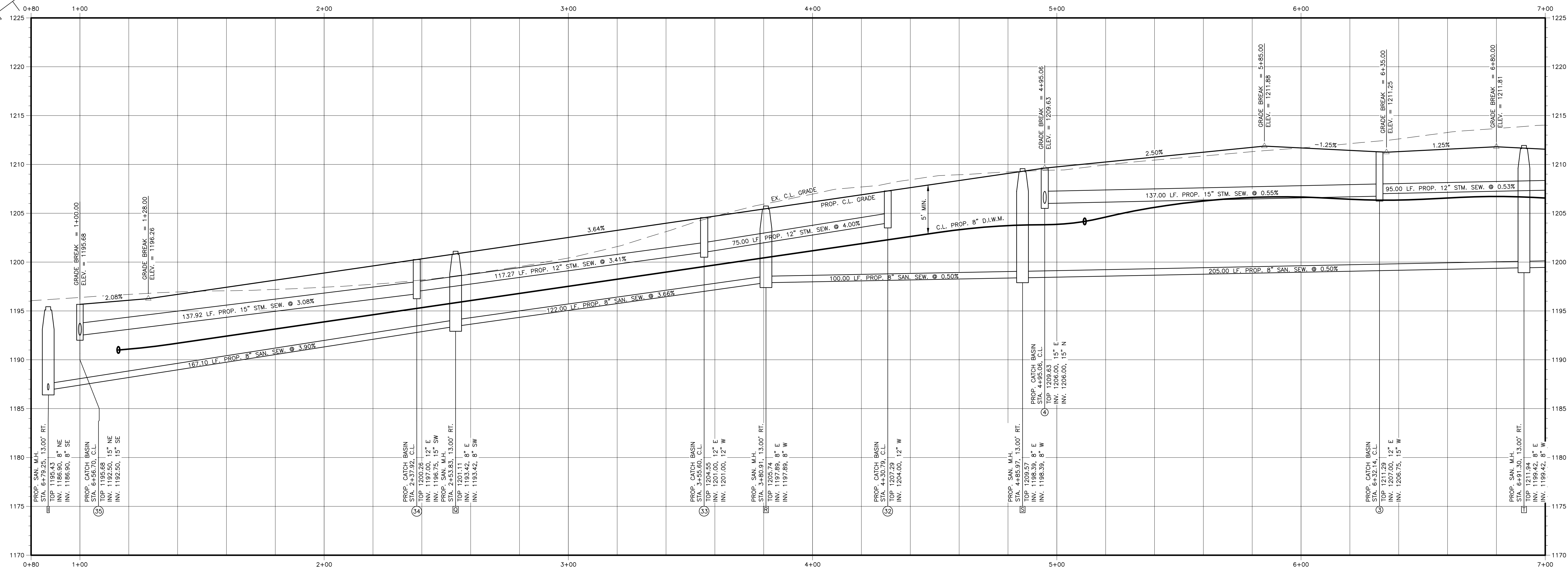
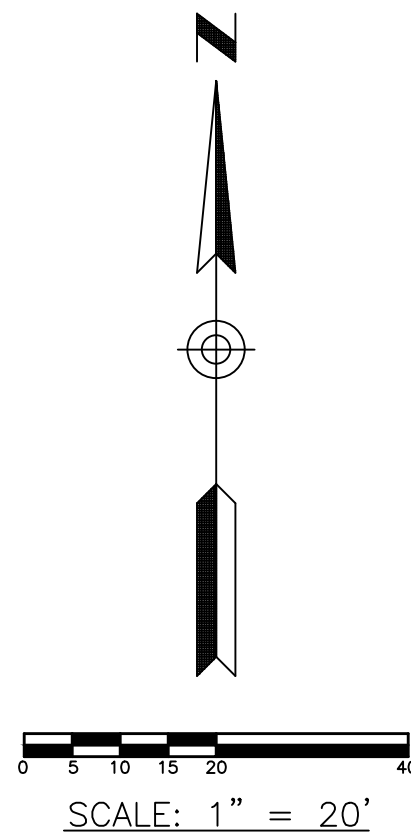
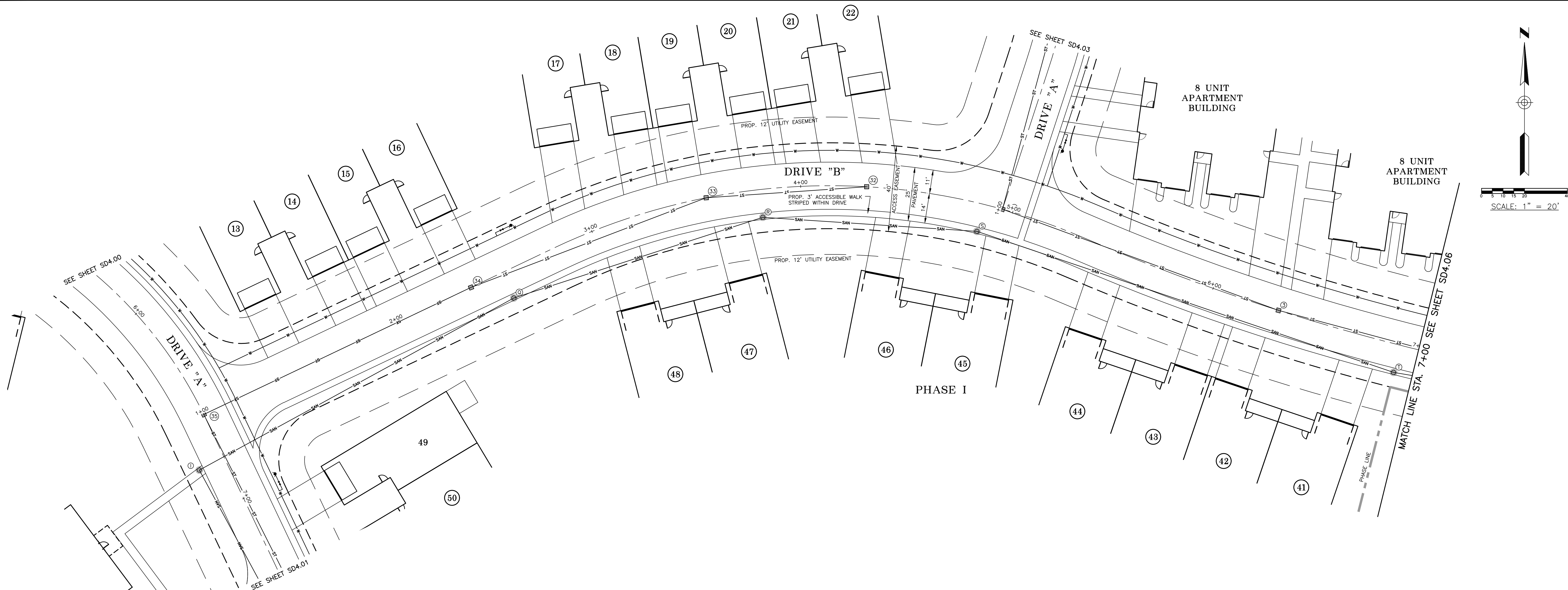


DRAWN BY:
T.G.W.

DATE:
MARCH 1, 2024

PROJECT NO.
56066

DRAWING NO.
SD4.04

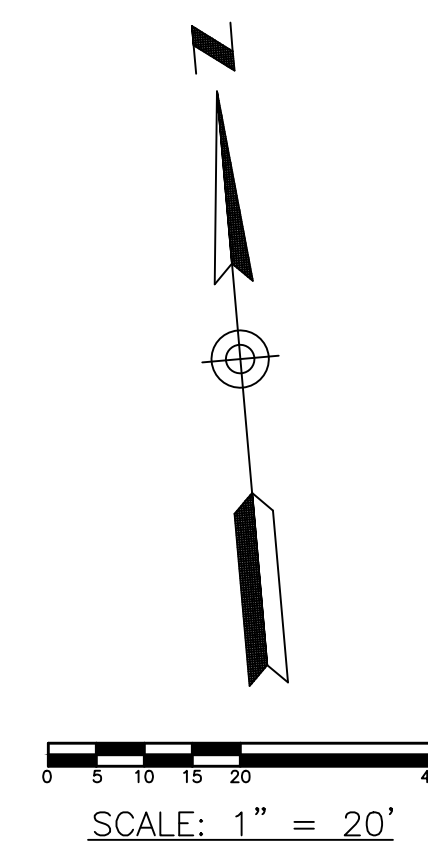


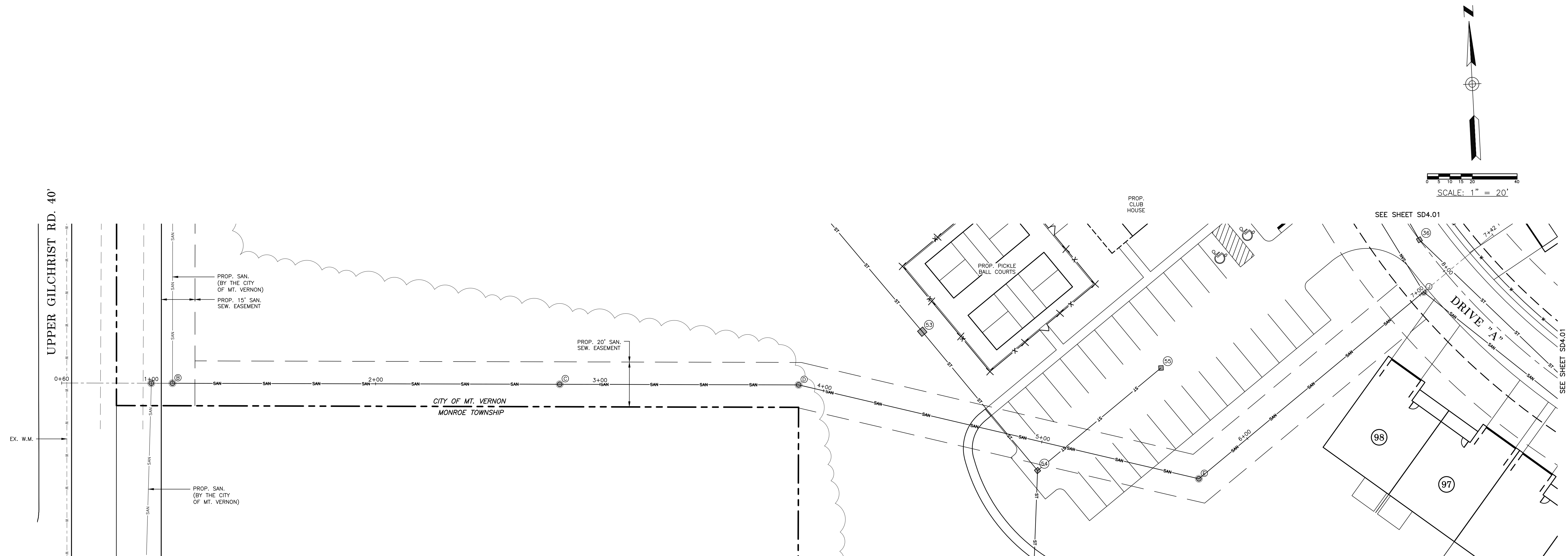
LEMMON DEVELOPMENT
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NORTH CANTON, OHIO 44720

FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAN
PLAN & PROFILE

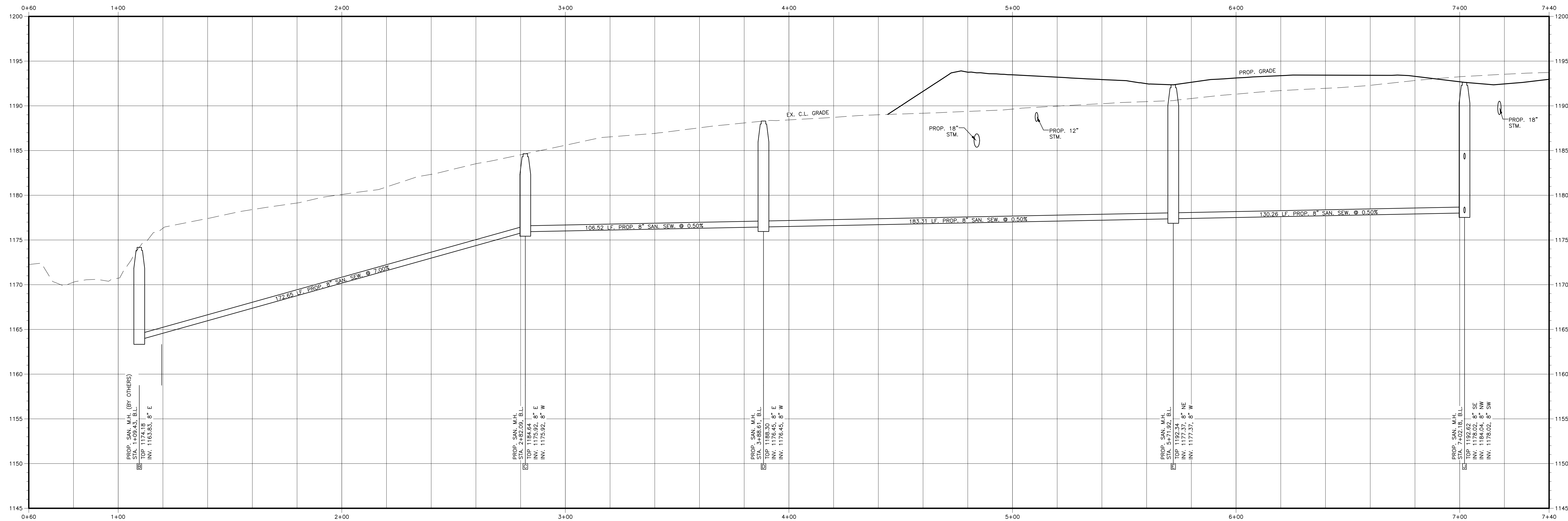
DRAWN BY:
T.G.W.
DATE:
MARCH 1, 2024
PROJECT NO.
56066
DRAWING NO.
SD4.05

GBC DESIGN, INC.
565 White Road Dr.
Akron, OH 44320
Phone 330-584-0238
www.gbc-design.com





SANITARY BASELINE A (STA. 0+60 TO 7+40)



GBC DESIGN, INC.
565 White Road Dr.
Akron, OH 44320
Phone 330-582-0238
www.gbcdesign.com

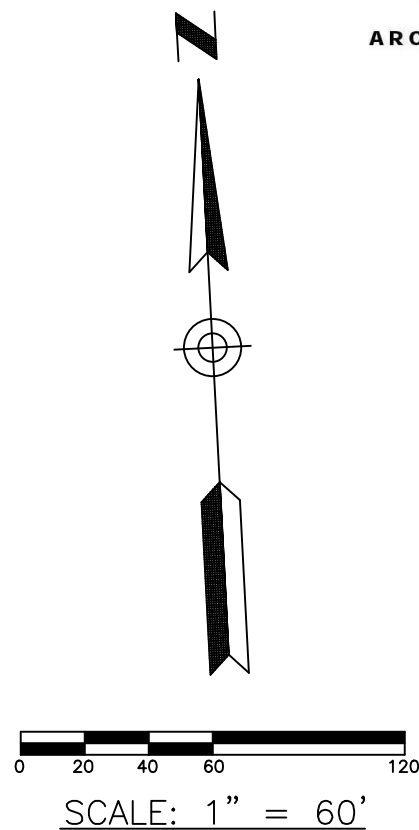
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
PLAN & PROFILE

DRAWN BY:
T.G.W.
DATE:
MARCH 1, 2024
PROJECT NO.
56066
DRAWING NO.
SD4.07

Plant Schedule				
Key	Botanical / Common Name	Size	Cond.	Spacing
Shade Trees				
ARR	Acer rubrum 'Red Sunset' / Red Maple	2 1/2" Cal.	B&B	30' O.C.
BN	Betula nigra / River Birch	12" Clump	B&B	12' O.C.
GT	Gleditsia triacanthos inermis 'Skyline' / Skyline Honeylocust	2 1/2" Cal.	B&B	
GD	Gymnocladus dioica / Kentucky Coffeetree	2"	B&B	
NS	Nyssa sylvatica / Blackgum	2" Cal.	B&B	
PO	Platanus occidentalis / American Sycamore	2 1/2" Cal.	B&B	
QB	Quercus bicolor / Swamp Oak	2 1/2" Cal.	B&B	
QP	Quercus palustris / Pin Oak	2 1/2" Cal.	B&B	
TD	Taxodium distichum / Baldcypress	3 1/2" Cal.	B&B	
TCC	Tilia cordata 'Corinthian' / Littleleaf Linden	3" Cal.	B&B	
Flowering Trees				
AC	Amelanchier canadensis / Serviceberry	7" Clump	B&B	
CC	Cercis canadensis / Redbud	2" Cal.	B&B	
CP	Craeteagus pheanopyrum / Washington Hawthorn	8"	B&B	
MHG	Malus 'Harvest Gold' / Crabapple	2" Cal.	B&B	
Evergreen Trees				
PA	Picea abies / Norway Spruce	6' Ht.	B&B	12' O.C.
PG	Picea glauca / White Spruce	7" Ht.	B&B	12' O.C.
PS	Pinus strobus / White Pine	6' Ht.	B&B	12' O.C.
TP	Thuja plicata / Western Cedar	7" Ht.	B&B	12' O.C.
Shrubs				
BVV	Buxus 'Vardar Valley' / Boxwood	12"	No. 3	3' O.C.
CA	Clethra alnifolia 'Hummingbird' / Summersweet Clethra	15"	No. 2	3' O.C.
CA	Cornus alba siberica 'Cardinal' / Red Stem Dogwood	24"	B&B	5' O.C.

EAC	Euonymus alata 'Compacta' / Dwarf Winged Euonymus	24"	No. 3	3' O.C.
HA	Hydrangea 'Annabelle' / Annabelle Hydrangea	24"	No. 3	3' O.C.
HQ	Hydrangea quercifolia / Oakleaf Hydrangea	18"	No. 3	4' O.C.
JVG	Juniperus virginiana 'Grey Owl' / Medium Juniper	18"	No. 3	3' O.C.
MP	Myrica pennsylvanica / Northern Bayberry	24"	No. 3	3' O.C.
RAGL	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	18"	No. 3	3' O.C.
Grasses				
CA	Calamagrostis acutifolia 'Karl Foerster' / Feather Reed Grass	Clump	No. 2	See Plan
HS	Helictotrichon sempervirens / Blue Oat Grass		No. 2	24" O.C.
PV	Panicum virgatum 'Shenandoah' / Red Switch Grass		No. 2	24" O.C.
PENH	Pennisetum alopecuroides 'Hamelii' / Fountain Grass		No. 2	24" O.C.
Perennials				
CM	Coreopsis grandiflora 'Early Sunrise' / Early Sunrise Coreopsis	Clump	No. 2	24" O.C.
ECH	Echinacea purpurea 'Magnus' / Purple Coneflower		No. 2	24" O.C.
GRA	Geranium x 'Rozanne' / Rozanne Geranium		No. 2	24" O.C.
NEP	Nepeta faassenii 'Dropanne' / Catmint		No. 2	18" O.C.
RF	Rudbeckia f. speciosa 'Goldsturm' / Black-Eyed Susan		No. 2	24" O.C.
Seed all disturbed areas for Lawn				



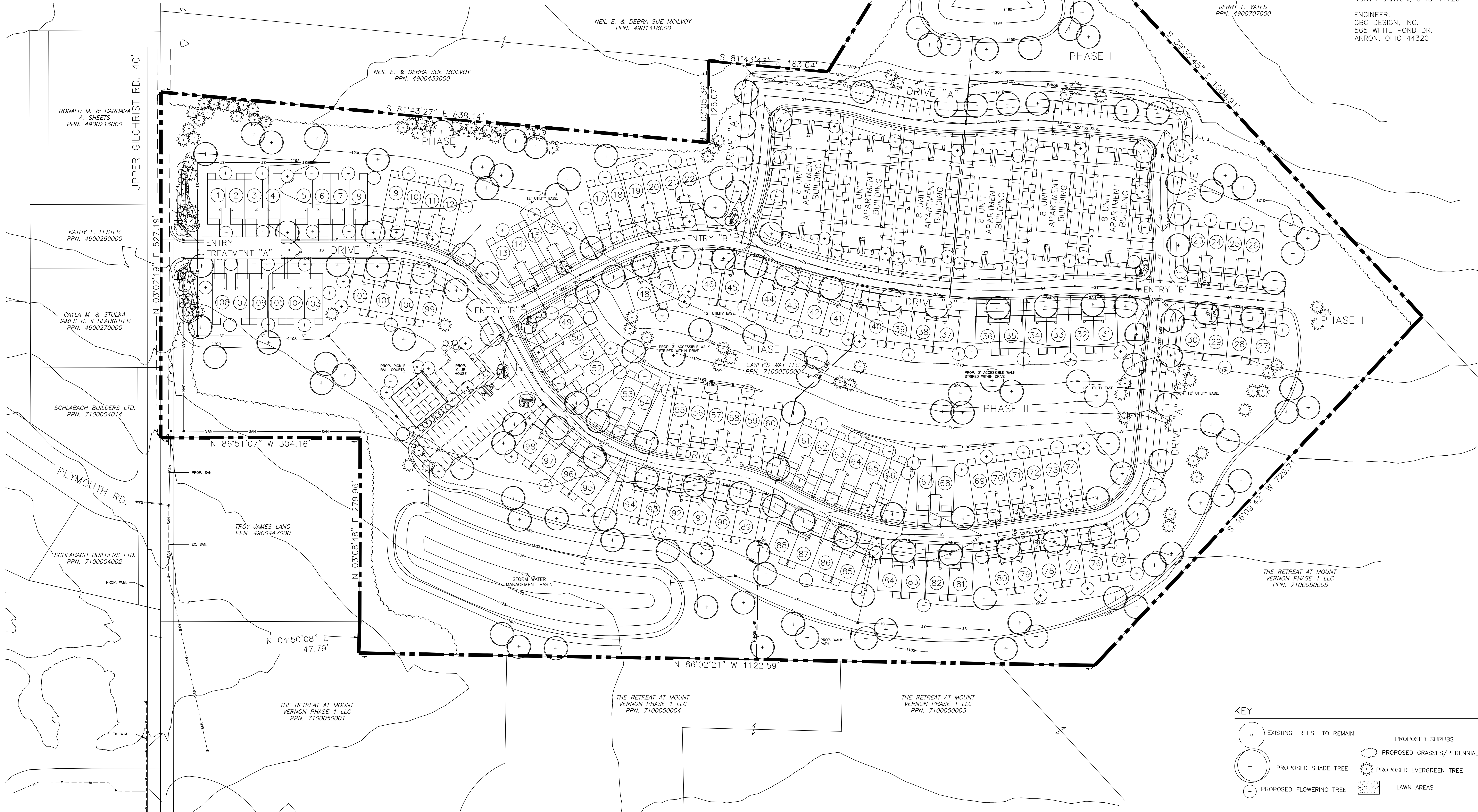
JAMES S. McKnight, LA 8300504
EXPIRATION DATE 12/31/2024

SITUATED IN THE CITY OF MT. VERNON,
COUNTY OF KNOX, STATE OF OHIO, AND
BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 17, TOWNSHIP 7
NORTH, RANGE 12 WEST

OWNER:
CASEY'S WAY LLC
P.O. BOX 45
MOUNT VERNON, OH 43050

DEVELOPER:
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

ENGINEER:
GBC DESIGN, INC.
565 WHITE POND DR.
AKRON, OHIO 44320



GBC DESIGN, INC.
565 White Pond Dr. Akron, OH 44320
Phone 330-836-0228 www.gbc-design.com

LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

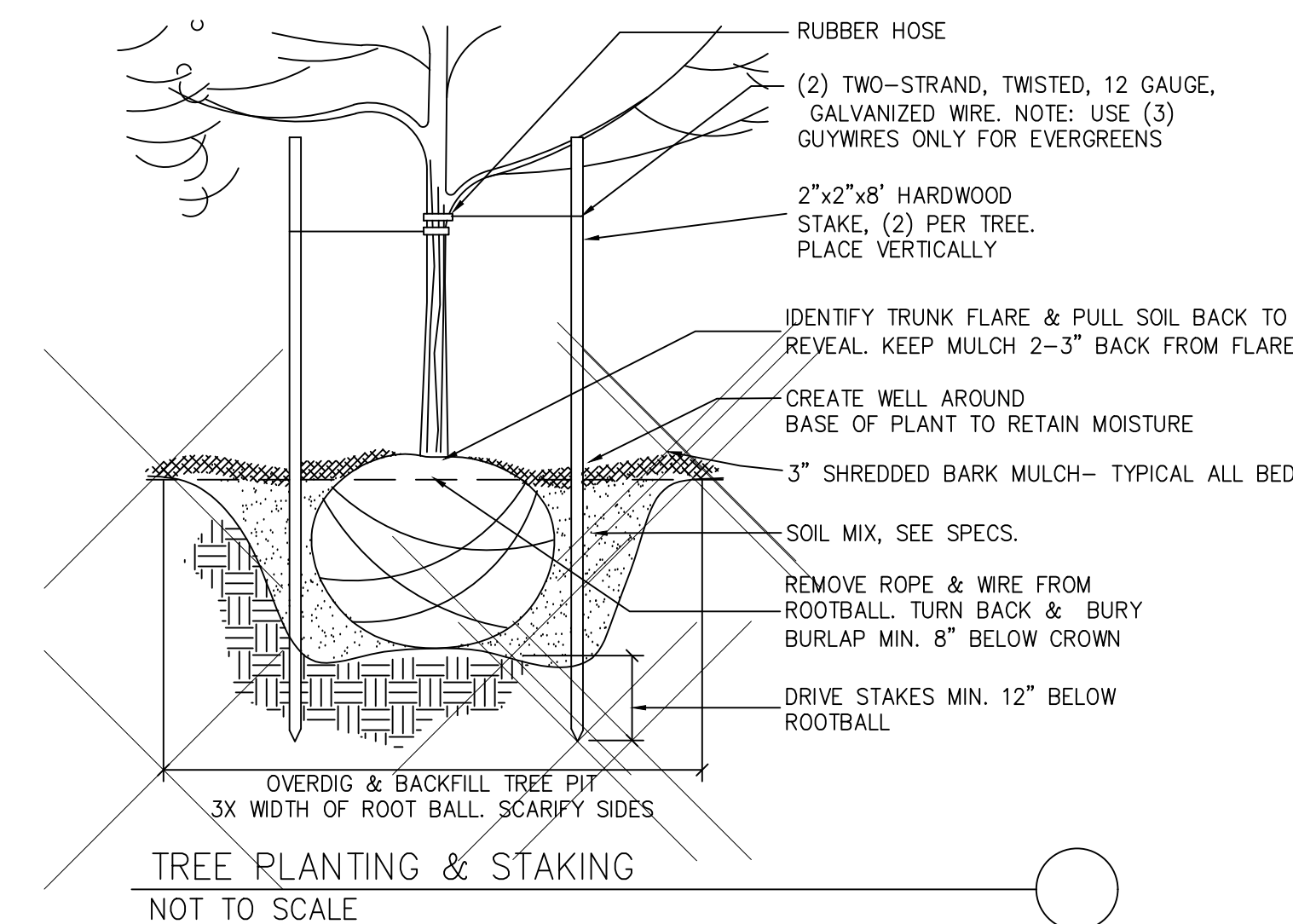
FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAN
LANDSCAPE PLAN

DRAWN BY:
J.S.M.
DATE:
MARCH 1, 2024
PROJECT NO.
56066
DRAWING NO.
L1 OF 2

James S. McKnight
LANDSCAPE
ARCHITECTURE
P.O. Box 14158
Cleveland, Ohio 44114
(216) 952 2408
jsm@mcknightla.com

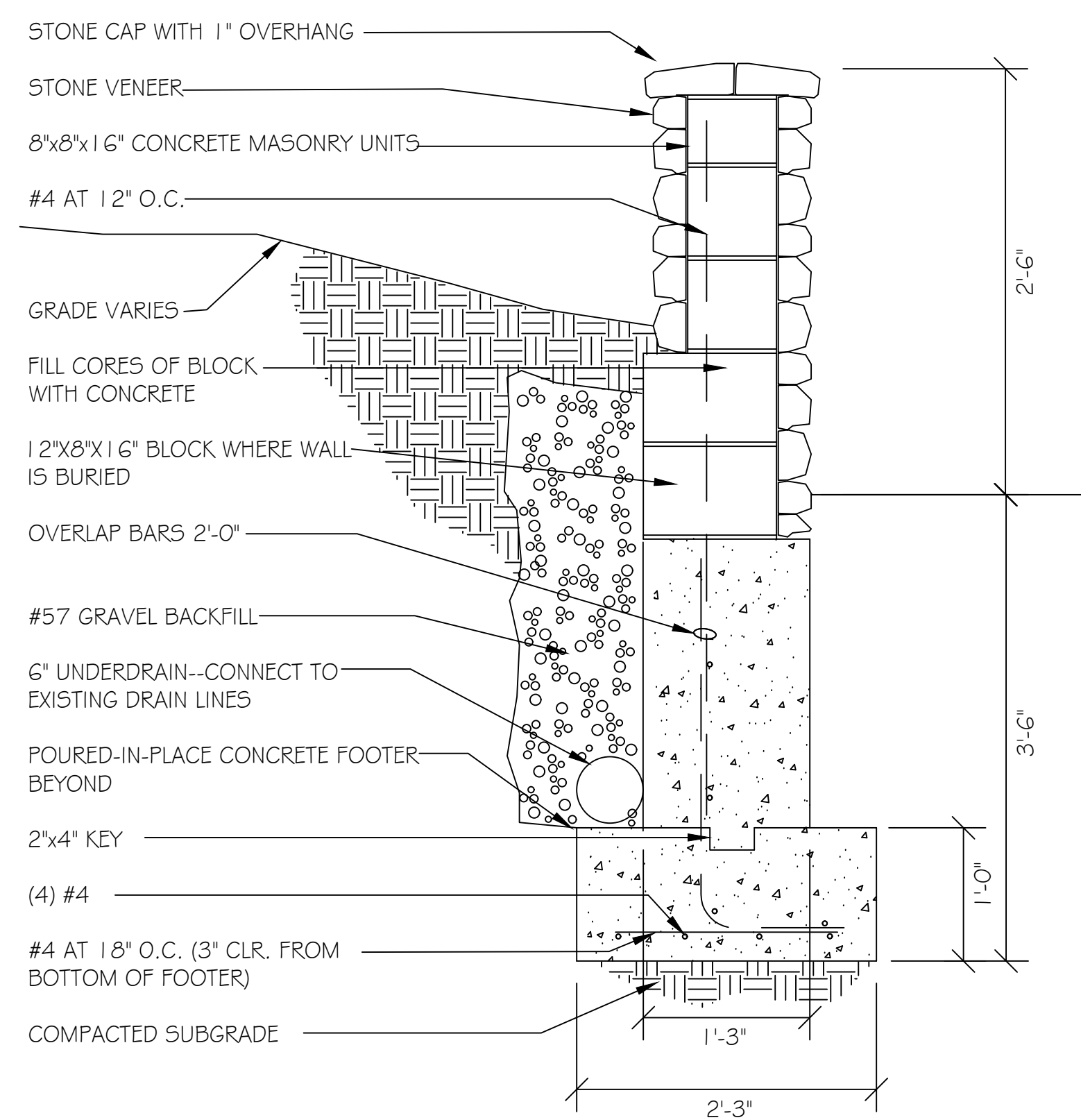


JAMES S. MCKNIGHT, LA 8300504
EXPIRATION DATE 12/31/2024

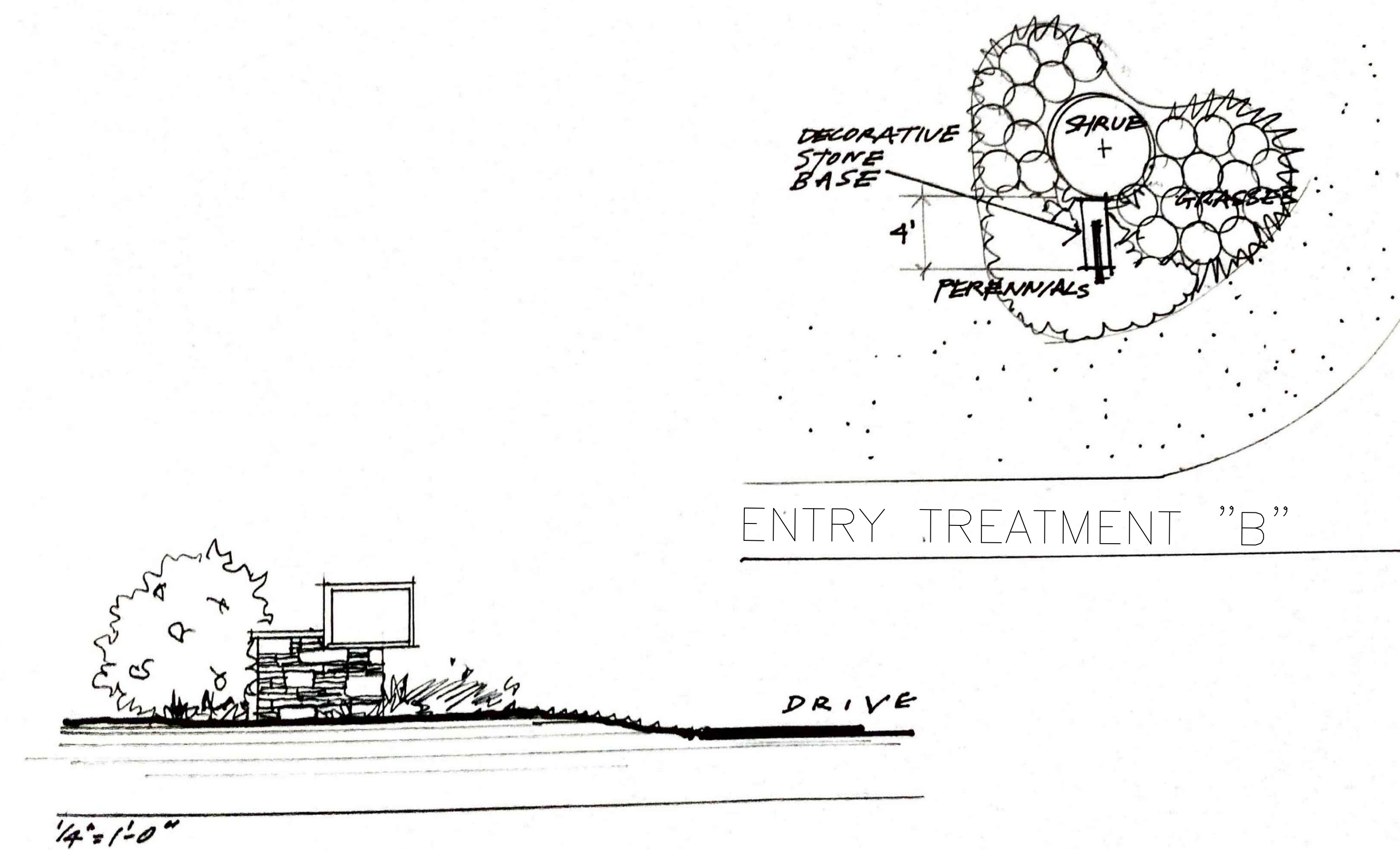
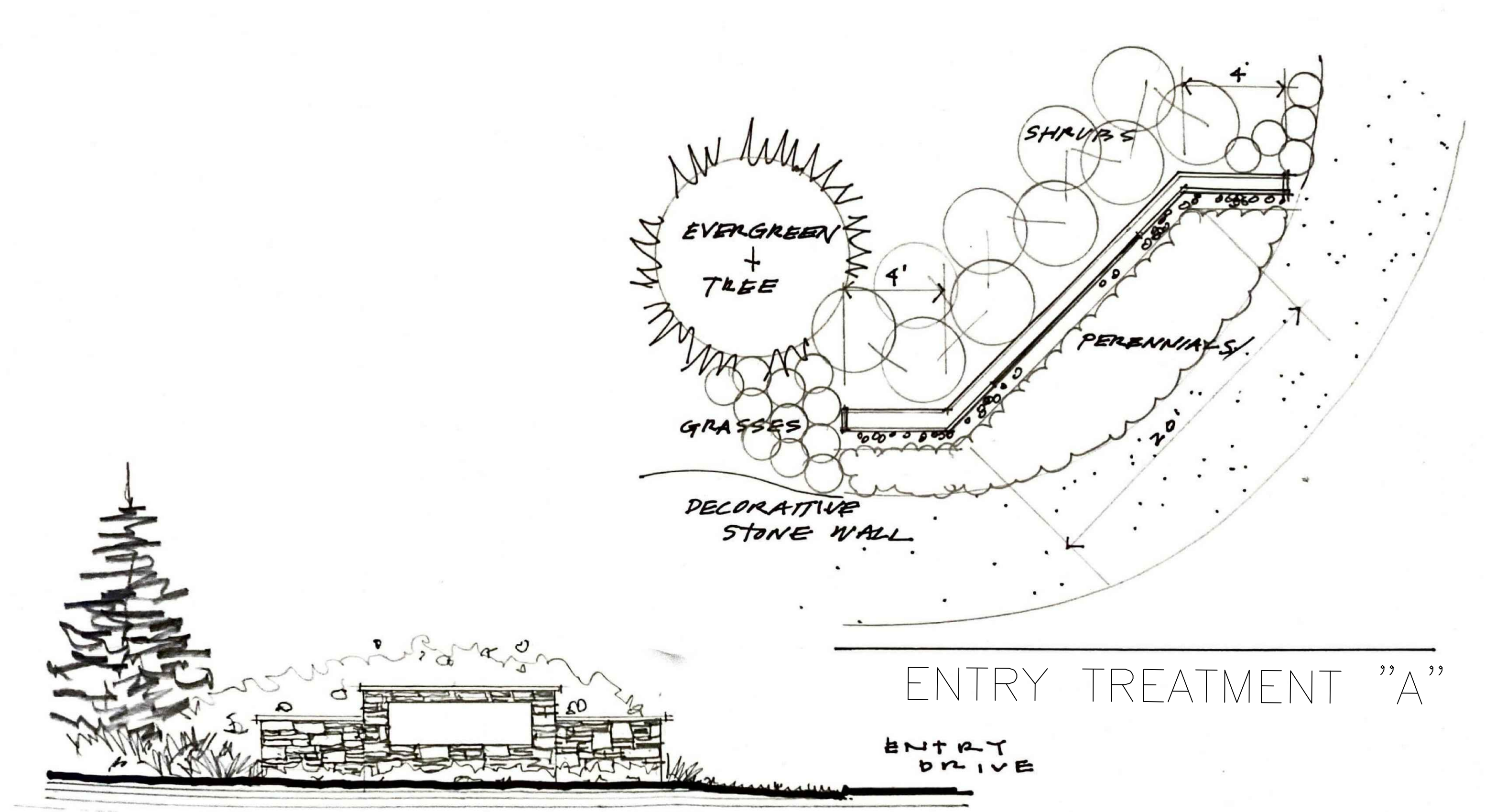


KEY

- | | | | |
|--|--------------------------|--|-----------------------------|
| | EXISTING TREES TO REMAIN | | PROPOSED SHRUBS |
| | PROPOSED SHADE TREE | | PROPOSED GRASSES/PERENNIALS |
| | PROPOSED FLOWERING TREE | | PROPOSED EVERGREEN TREE |
| | | | LAWN AREAS |



STONE WALL SECTION
SCALE: 3/4"=1'-0"



GBC DESIGN, INC.
565 White Pond Dr.
Akron, OH 44320
Phone 330-836-0228
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LEMMON DEVELOPMENT
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NORTH CANTON, OHIO 44720

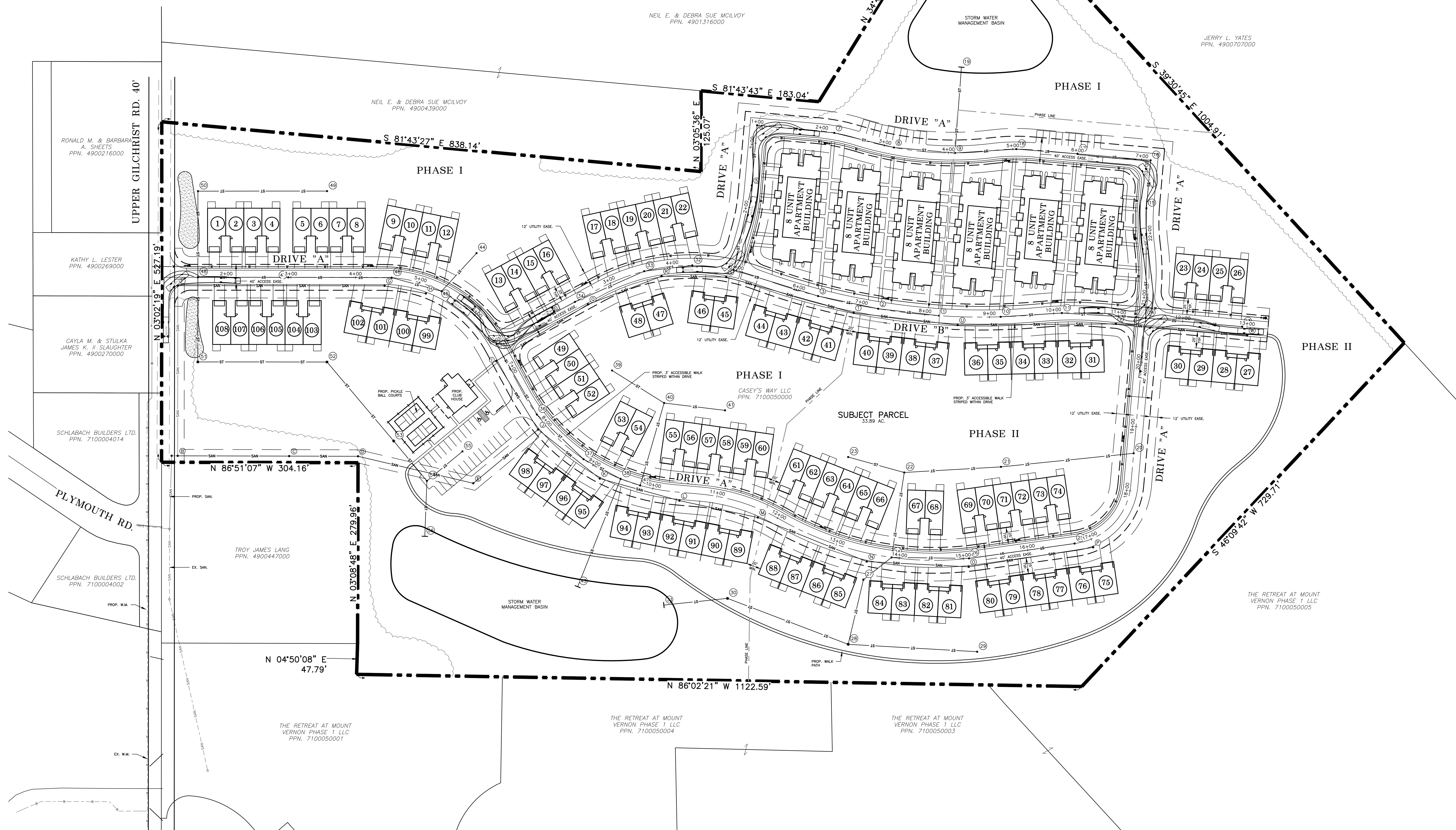
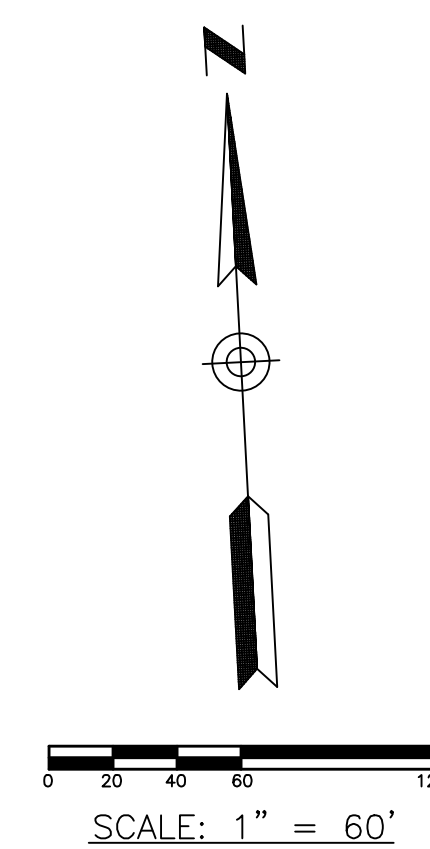
FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
LANDSCAPE DETAILS

DRAWN BY:
J.S.M.

DATE:
MARCH 1, 2024

PROJECT NO.
56066

DRAWING NO.
L2 OF 2



GBC DESIGN, INC.
565 White Road Dr.
Akron, OH 44320
Phone 330-594-0238
www.gbcdesign.com

LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
FIRE TRUCK STUDY

DRAWN BY:
T.G.W.

DATE:
MARCH 1, 2024

PROJECT NO.
56066

DRAWING NO.
1 OF 1



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 03/14/24 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3978)

DOC ID: 3978

**2024-MPC-04 : HEARTLAND COMMERCE PARK PLAT REVISION WITH LOT SPLITS -
 SANDUSKY ST, CHESTNUT ST, BURGESS ST**

Per Codified Ordinance 1135 a request for Plat revision has been submitted for review by the Municipal Planning Commission.

Description of Request: The Knox County Land Reutilization Corporation (the "Land Bank") requests to amend the Plat of Heartland Commerce Park including lot splits.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

DiMarco of Critchfield, Critchfield, and Johnston (sworn in) representing Heartland Commerce Park explained the properties are being marketed and some have been sold, some are active in negotiation or contract. An interested party has requested to change some of the lot lines. Four plat revisions are requested at this time. The first, furthest to the west of the tracks, to split Lot #5 in-line with Walnut Street to create lots 23 and 24. Secondly, lot 26 (old lot 11) will be expanded from just the tracing of the existing building to include additional area around the building that was part of the common area. The third request is new lot 25 with a very small change to add a very small area outside the building footprint from the common area. Lastly, during survey it was discovered the north west perimeter fence was not located on the property line, but rather approximately 15' in. To avoid any future adverse possession claims due to historical use, the request is to split this area and quit claim deed newly created parcel to the adjoining property owners. There will be 5 pieces split, corresponding to the adjoining owners to the west. The northern most adjoining parcel is owned by the City of Mount Vernon.

There was no further testimony. There were no communications submitted through the Development Services Manager. There were no legal concerns. There were no concerns by the City Engineer.

Salyers made a motion to accept the proposal.

Hawkins noted that he is on the Area Development Foundation Board, therefore he would be recusing himself.

Blankenhorn asked the Law Director if the proposed changes are minor or major; major requiring submittal to City Council for review and approval. Broeren recommended to the MPC to amend the motion to further state the changes are minor.

Salyers made a motion to amend the motion to include that this is a minor change to the Comprehensive Development Plan.

RESULT: **ACCEPTED [4 TO 0]**

MOVER: Tanner Salyers, Safety Service Director

SECONDER: Austin Swallow, Member

AYES: Tanner Salyers, Anne Ellsworth, Matthew T. Starr, Austin Swallow

EXCUSED: Eric Diehl, Jason West

RECUSED: Todd Hawkins

CRITCHFIELD

Attorneys at Law

February 22, 2024

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

RE: Amendment to Plat of Heartland Commerce Park
Heartland Commerce Park #2

Dear Municipal Planning Commission:

The Knox County Land Reutilization Corporation (the "Land Bank") desires to amend the Plat of Heartland Commerce Park as is currently recorded in Plat Book C, Page 174-181. As you know, the land within Heartland Commerce Park was rezoned by the City to Planned Commercial Development District in 2022. Thereafter, the City approved the Plat of Heartland Commerce Park as presented by the Land Bank or approval.

This requested amendment involves 4 changes to the current Plat as it relates to lot sizes on lots owned by the Land Bank:

1. Parcel #66-01281.001 (currently Lot 5) to be subdivided into two new parcels of 3.172 acres (Proposed Lot 24) and 1.290 acres (Proposed Lot 23);
2. Parcel #66-01294.011 (currently Lot 11 – 2.415 acres) to be expanded to include a total of 5.177 acre (Proposed Lot 26) which eliminates Lot 15, Lot 16 and will have an overall effect of reducing the total common area by including parking lot area around the existing building into the new legal description
3. Parcel #66-01294.002 (currently Lot 7 – 2.668 acres) to be expanded to include a total of 2.704 acre (Proposed Lot 25)
4. Parcel #66-01283.000 be subdivided to transfer ownership of an approximate 15 foot strip of land to the adjoining 5 property owners so as to eliminate any claims of adverse possession due to the historical location of a chain link fence which was not installed on the property line. Note: one of the adjoining landowners is the City of Mount Vernon.

Zachary H. DiMarco
dimarco@ccj.com

10 S. Gay Street
Mount Vernon, OH 43050

P: 740.397.4040
F: 740.397.6775

www.ccj.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

The Land Bank received approval of its comprehensive development plan for Heartland Commerce Park by the Municipal Planning Commission on September 8, 2022. This Plat amendment involves minor changes to lot lines for the purposes of meeting prospective purchaser's requests for additional space adjoining a building and eliminates potential legal challenges which may exist due to the location and use of property along a fence.

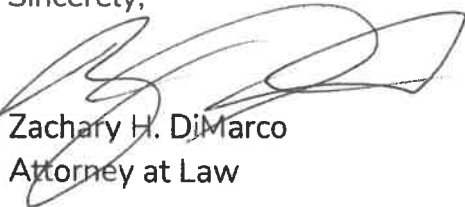
The Land Bank seeks the Municipal Planning Commission's approval of this amended plat known as Heartland Commerce Park #2 to allow the Land Bank to continue its development of Heartland Commerce Park in accordance with the comprehensive development plan approved by the Municipal Planning Commission to deliver a multi-user commercial, manufacturing, and industrial campus for the benefit of the community. Said modifications to the Plat are minor and do not increase the overall density of the site or change the essential character of the approved plan in accordance with §1185.04.

Submitted with this application you will find:

1. One original amended Plat with the signatures of Jeffrey S. Gottke, President of the Land Bank, Zachary Green, Knox County Health Commissioner, and Justin Smith, Knox County Engineer's/Tax Map Office;
2. Six copies of the original plat;
3. Emailed PDF of the amended Plat to dsm@mountvernonohio.org;
4. Color-coded Plat which illustrates the requested lot line revisions;
5. Review fee of: \$305, including \$150.00 plus \$5.00 per lot (31 lots);
6. Copy of survey to transfer land to adjoining landowners out of Parcel #66-01283.000 due to the location of a fence and historical use of the properties.

The Land Bank appreciates your time and consideration of the submitted materials for approval of the Heartland Commerce Park #2 Plat.

Sincerely,



Zachary H. DiMarco
Attorney at Law

cc: Knox County Land Reutilization Corporation

Attachment: HCP APP (3978 : 2024-Mpc-04)

HEARTLAND COMMERCE PARK #2
PLANNED COMMUNITY PROPERTY #2

BEING A REPLATTING AND RENUMBERING OF LOTS 5, 7, 11, 15, 18 &
17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED
IN BOOK C, PAGE 174-181 OF KNOX COUNTY PLAT RECORDS
SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED
STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

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

LOT 23 = 1.290 AC.
LOT 24 = 3.172 AC.
LOT 24 = 2.704 AC.
LOT 26 = 5.177 AC.
LOT 27 = 13.479 AC.
LOT 28 = 1.620 AC.
TOTAL SITE AREA = 27.442 AC.

COMMON AREA = 12.248 AC.
LIMITED COMMON AREA = 1.231 AC.
LOT 27 = 13.479 AC.



LOCATION MAP

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

By: Mark E. Purdy Date: 1-31-24
Mark E. Purdy, P.S. #7307

**SHAFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.**
Consulting Engineers & Surveyors
3477 Commerce Parkway, Suite C
Windsor, Ohio 44093
TEL (330) 345-6377 FAX (330) 345-6725 EMAIL ej@shj-inc.com

DWG NO: **SW-59568-BASE** JOB NO: **SW-59568** SHEET **1** OF **6**

DATE: 01/24/2024
SCALE: 1" = 100'

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

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

Witness our hands this ____ day of _____, 20____.
OWNERS: KNOX COUNTY LAND REUTILIZATION CORPORATION

Sign: _____
Print: _____
Title: _____

STATE OF _____ SS: _____
COUNTY OF _____

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

this ____ day of _____, 20____.

Notary Public _____ My Commission Expires _____

Approved: _____
this ____ day of _____, 20____. Mount Vernon City Engineer

Approved: _____
this ____ day of _____, 20____. Mount Vernon Planning Commission

Approved: _____
this ____ day of _____, 20____. Knox County Health Commissioner

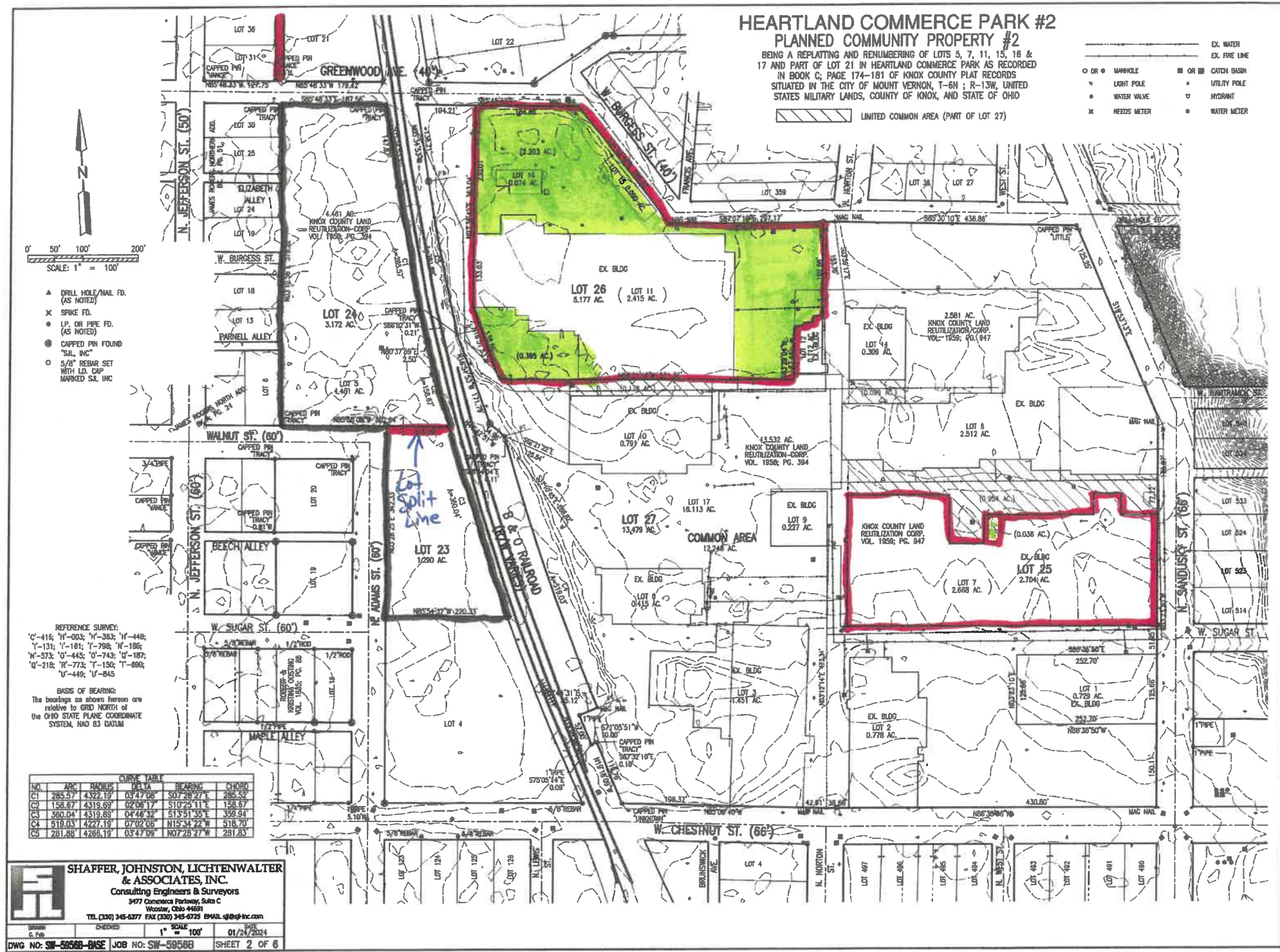
Approved for Recording: _____
this ____ day of _____, 20____. Knox County Map Office

Transferred: _____
this ____ day of _____, 20____. Knox County Auditor's Office

Filed for Record: _____
this ____ day of _____, 20____. Knox County Recorder's Office

____ @ ____ in Vol. _____, Pg. _____

Attachment: HCP APP (3978 : 2024-Mpc-04)



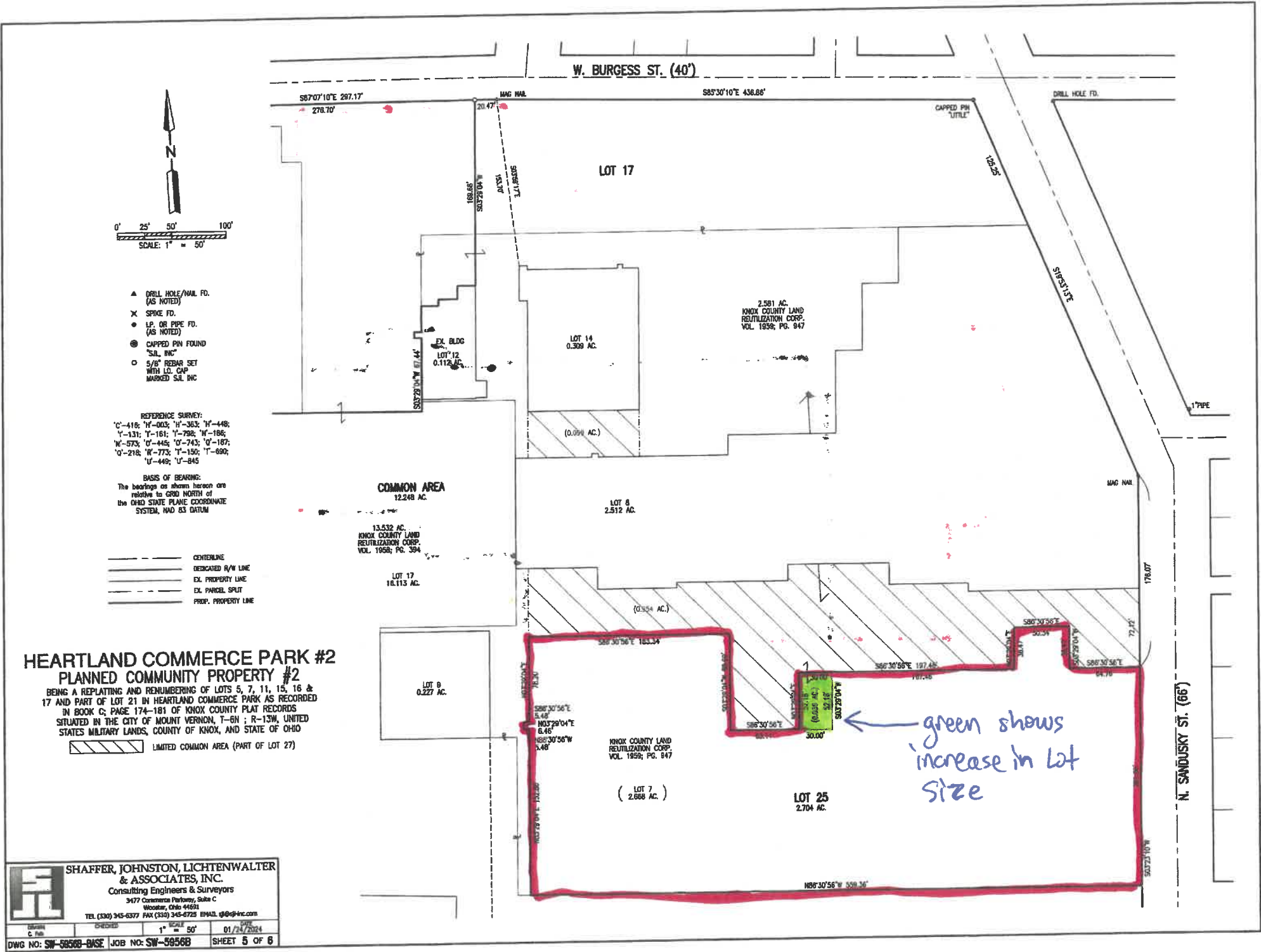




Green show
increase
in lot size

Parcel #
66-01294.011

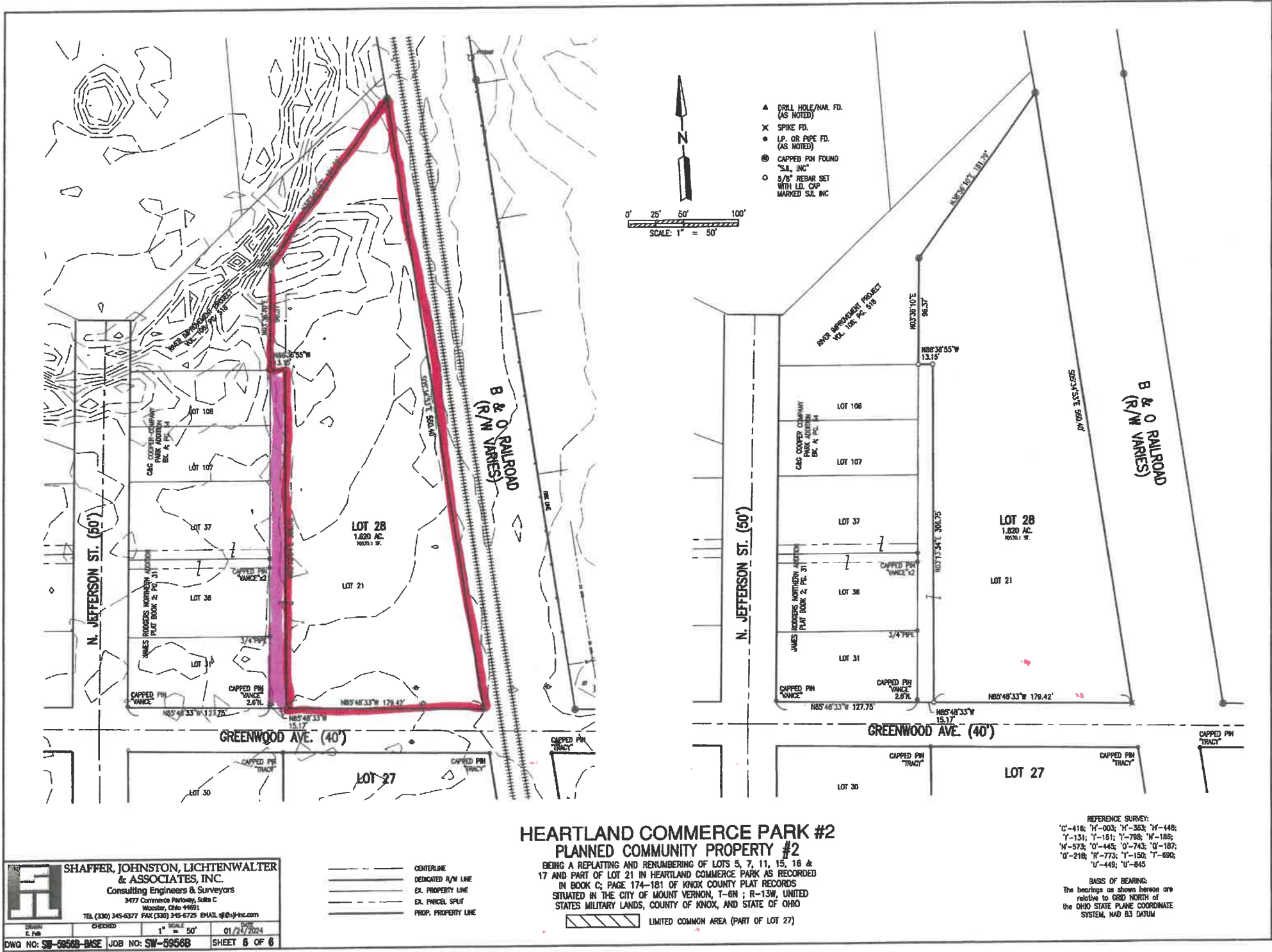
Attachment: HCP APP (3978 : 2024-Mpc-04)



Attachment: HCP APP (3978 : 2024-Mpc-04)

Pink: shows area to be removed from Plat

Parcel # 06-01283.000



MAP OF SURVEY
CITY OF MOUNT VERNON
T-6N ; R13W
UNITED STATES MILITARY LANDS
COUNTY OF KNOX
STATE OF OHIO

Pink depicts land
to be removed from
Plat

- CENTERLINE
- +++++ C/L TRACKS
- ===== DEDICATED R/W LINE
- EX. PROPERTY LINE
- EX. PARCEL SPLIT
- ===== PROP. PROPERTY LINE



0' 25' 50' 100'
SCALE: 1" = 50'

- × SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- CAPPED PIN FOUND "S.J.L. INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED S.J.L. INC

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186; 'N'-573;
'O'-445; 'O'-743; 'O'-187; 'Q'-218;
'R'-773; 'T'-150; 'T'-690; 'U'-449;
'U'-845

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

Parcel # 66-01283.000

THESE PARCELS CREATED HEREIN
ARE FOR TRANSFER TO ADJOINERS
AND ARE NOT INTENDED AS
INDEPENDENT BUILDING SITES.

N. JEFFERSON ST. (50')

GREENWOOD AVE. (40')

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



By: Mark E. Purdy 1-31-24 Date



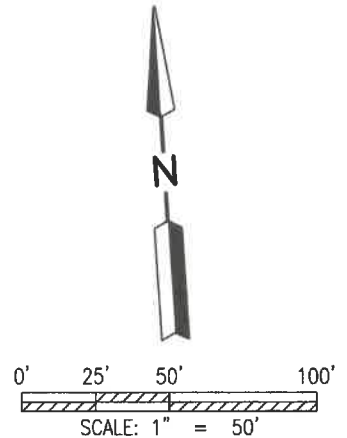
SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
Consulting Engineers & Surveyors
3477 Commerce Parkway, Suite C
Wooster, Ohio 44691
TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com

DRAWN C. Feb	CHECKED	1" SCALE = 40'	DATE 01/24/2024
DWG NO: SW-5956B-BASE	JOB NO: SW-5956B	SHEET 1 OF 1	

Attachment: HCP APP (3978 : 2024-Mpc-04)

MAP OF SURVEY
CITY OF MOUNT VERNON
T-6N ; R13W
UNITED STATES MILITARY LANDS
COUNTY OF KNOX
STATE OF OHIO

--- CENTERLINE
++++ C/L TRACKS
===== DEDICATED R/W LINE
- - - EX. PROPERTY LINE
- - - EX. PARCEL SPLIT
- - - PROP. PROPERTY LINE



- ✕ SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- ⊙ CAPPED PIN FOUND "SJL, INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED SJL INC

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'I'-131; 'I'-161; 'I'-798; 'N'-186; 'N'-573;
'O'-445; 'O'-743; 'Q'-187; 'Q'-218;
'R'-773; 'T'-150; 'T'-690; 'U'-449;
'U'-845

BASIS OF BEARING:
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Attachment: HCP APP (3978 : 2024-Mpc-04)

N. JEFFERSON ST. (50')

GREENWOOD AVE. (40')

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By: Mark E. Purdy 1-31-24
Mark E. Purdy, P.S. #7307 Date

		SHAFFER, JOHNSTON, LICHTENWAL & ASSOCIATES, INC. Consulting Engineers & Surveyors 3477 Commerce Parkway, Suite C Wooster, Ohio 44691 TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com	
DRAWN C. Falb	CHECKED	1" SCALE = 40'	DATE 01/24/2024
DWG NO: SW-5956B-BASE		JOB NO: SW-5956B	
Packet Pg. 61			

Auditor-Map Department Correlation Slip
* Slip must be attached to deed for transfer

☐	All Of	☐	Combine	☒	Split
☐	Land Locked	☐	Needs RPC Approval	☒	Needs City Planning Approval

Name Knox County Land Reutilization Acreage change per survey Purdy
or deed

Tax District	T	R	Q	Description	Part Of	Acreage
MT. Vernon				66-01283.000	1.72	.024 Ac.
New Desc.				Pt of Lot 21 Heartland Commerce Park		

QUIT-CLAIM DEED

Knox County Land Reutilization Corporation, an Ohio non-profit corporation (the “Grantor”), for valuable consideration paid, grants to Carlyn Straight, whose tax mailing address is 502 Jefferson St. Mount Vernon, Ohio 43050 (the “Grantee”), all right, title and interest in and to the real property described on EXHIBIT A (the “Real Property”):

NOTE: THE PARTIES ACKNOWLEDGE THAT PURSUANT TO THEIR REQUEST THIS DEED WAS PREPARED WITHOUT ANY TITLE SEARCH BEING PERFORMED TO ASCERTAIN ANY APPLICABLE LIENS, LEASES, EASEMENTS, OR OTHER MATTERS OF PUBLIC RECORD ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

Prior Instrument Reference: Knox County Official Records Volume 1909, Page 275
Part of Parcel Number: 66-01283.000

Executed this ____ day of _____, 2024.

Knox County Land Reutilization Corporation,
An Ohio non-profit corporation

By: Jeff Gottke, President

State of Ohio)
County of Knox)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Knox County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of the corporation.

(SEAL)

Notary Public

This Instrument Prepared by:
Zachary DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay St., P.O. Box 469
Mount Vernon, Ohio 43050

Attachment: HCP APP (3978 : 2024-Mpc-04)

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 0.024 ACRE PARCEL

SW-5956B

Situated in the City of Mount Vernon, T-6N ; R-13W, United States Military Lands, County of Knox, and State of Ohio:

Known as being a part of Lot 21 in Heartland Commerce Park in Book C; Page 174 – 181 of Knox County Plat Records (PPN: 66-01283.000) and further bounded and described as follows;

Commencing at a 5/8" rebar with I.D. cap marked "SJL, INC" found at the northwest corner of Lot 21;

Thence S 03° 36' 10" W, 267.12 feet along the west line of said Lot 21 to a capped pin with I.D. cap marked "VANCE" found at the northeast corner of Lot 36 in James Rogers Northern Addition as recorded in Book 2; Page 31 of Knox County Plat Records and being the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. **S 86° 36' 51" E, 14.28** feet along a new division line, being the extension of the north line of said Lot 36, to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
2. **S 03° 13' 34" W, 70.64** feet along a new division line to a point ~ witnessed by a 5/8" rebar with I.D. cap marked "SJL, INC" set N 03° 13' 34" E, 1.00 feet;
3. **N 86° 36' 35" W, 14.74** feet along a new division line, being the extension of the south line of said Lot 36, to a 3/4" pipe found at the southeast corner of said Lot 36;
4. **N 03° 36' 10" E, 70.64** feet along the east line of said Lot 36 to the place of beginning and containing within said bounds **0.024** acres of land, more or less, and subject to all legal highways and easements of record.

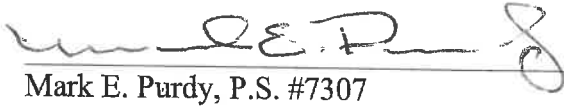
Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Page 2 (Description 0.024 ac.)

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2024.

Basis of bearing: The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.


Mark E. Purdy, P.S. #7307



DESCRIPTION
APPROVED
CAMERON KEATON 
KNOX COUNTY ENGINEER

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

Auditor-Map Department Correlation Slip
* Slip must be attached to deed for transfer

☐	All Of	☐	Combine	☒	Split
☐	Land Locked	☐	Needs RPC Approval	☒	Needs City Planning Approval

Name Knox County Land Reutilization Acreage change per survey or deed Purdy

Tax District	T	R	Q	Description	Part Of	Acreage
MT. Vernon				66-01283.000	1.72	.023 Ac.
New Desc.				Pt of Lot 21 Heartland Commerce Park		

QUIT-CLAIM DEED

NOTE: THE PARTIES ACKNOWLEDGE THAT PURSUANT TO THEIR REQUEST THIS DEED WAS PREPARED WITHOUT ANY TITLE SEARCH BEING PERFORMED TO ASCERTAIN ANY APPLICABLE LIENS, LEASES, EASEMENTS, OR OTHER MATTERS OF PUBLIC RECORD ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

Prior Instrument Reference: Knox County Official Records Volume 1909, Page 275
Part of Parcel Number: 66-01283.000

Executed this _____ day of _____, 2024.

**Knox County Land Reutilization Corporation,
An Ohio non-profit corporation**

By: Jeff Gottke, President

State of Ohio)
County of Knox)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **Knox County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of the corporation.**

(SEAL)

Notary Public

This Instrument Prepared by:
Zachary DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay St., P.O. Box 469
Mount Vernon, Ohio 43050

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 0.023 ACRE PARCEL

SW-5956B

Situated in the City of Mount Vernon, T-6N ; R-13W, United States Military Lands, County of Knox, and State of Ohio:

Known as being a part of Lot 21 in Heartland Commerce Park in Book C; Page 174 – 181 of Knox County Plat Records (PPN: 66-01283.000) and further bounded and described as follows;

Commencing at a 5/8" rebar with I.D. cap marked "SJL, INC" found at the northwest corner of Lot 21;

Thence S 03° 36' 10" W, 196.37 feet along the west line of said Lot 21 to a 5/8" rebar with I.D. cap marked "SJL, INC" set at the northeast corner of Lot 37 in James Rogers Northern Addition as recorded in Book 2; Page 31 of Knox County Plat Records and being the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. S 86° 36' 51" E, 13.81 feet along a new division line, being the extension of the north line of said Lot 37, to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
2. S 03° 13' 34" W, 70.75 feet along a new division line to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
3. N 86° 36' 51" W, 14.28 feet along a new division line, being the extension of the south line of said Lot 37, to a capped pin with I.D. cap marked "VANCE" found at the southeast corner of said Lot 37;
4. N 03° 36' 10" E, 70.75 feet along the east line of said Lot 37 to the place of beginning and containing within said bounds 0.023 acres of land, more or less, and subject to all legal highways and easements of record.

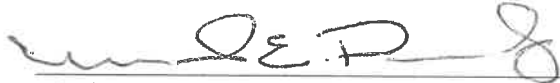
Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Page 2 (Description 0.023 ac.)

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2024.

Basis of bearing: The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.


Mark E. Purdy, P.S. #7307



DESCRIPTION
APPROVED
CAMERON KEATON 
KNOX COUNTY ENGINEER

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

Auditor-Map Department Correlation Slip
* Slip must be attached to deed for transfer

☐	All Of	☐	Combine	☒	Split
☐	Land Locked	☐	Needs RPC Approval	☒	Needs City Planning Approval

Name Knox County Land Reutilization Acreage change per survey Purdy or deed

Tax District	T	R	Q	Description	Part Of	Acreage
MT. Vernon				66-01283.000	1.72	.016 Ac
New Desc.				Pt of Lot 21 Heartland Commerce Park		

QUIT-CLAIM DEED

Knox County Land Reutilization Corporation, an Ohio non-profit corporation (the “Grantor”), for valuable consideration paid, grants to **Christopher Loney and David Loney**, whose tax mailing address is 506 N. Jefferson St. Mount Vernon, Ohio 43050 (the “Grantee”), all right, title and interest in and to the real property described on EXHIBIT A (the “Real Property”):

NOTE: THE PARTIES ACKNOWLEDGE THAT PURSUANT TO THEIR REQUEST THIS DEED WAS PREPARED WITHOUT ANY TITLE SEARCH BEING PERFORMED TO ASCERTAIN ANY APPLICABLE LIENS, LEASES, EASEMENTS, OR OTHER MATTERS OF PUBLIC RECORD ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

Prior Instrument Reference: Knox County Official Records Volume 1909, Page 275
Part of Parcel Number: 66-01283.000

Executed this _____ day of _____, 2024.

**Knox County Land Reutilization Corporation,
An Ohio non-profit corporation**

By: Jeff Gottke, President

State of Ohio)
County of Knox)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **Knox County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of the corporation.**

Notary Public

(SEAL)

This Instrument Prepared by:
Zachary DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay St., P.O. Box 469
Mount Vernon, Ohio 43050

Attachment: HCP APP (3978 : 2024-Mpc-04)

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 0.016 ACRE PARCEL

SW-5956B

Situated in the City of Mount Vernon, T-6N ; R-13W, United States Military Lands, County of Knox, and State of Ohio:

Known as being a part of Lot 21 in Heartland Commerce Park in Book C; Page 174 – 181 of Knox County Plat Records (PPN: 66-01283.000) and further bounded and described as follows;

Commencing at a 5/8" rebar with I.D. cap marked "SJL, INC" found at the northwest corner of Lot 21;

Thence S 03° 36' 10" W, 146.37 feet along the west line of said Lot 21 to a 5/8" rebar with I.D. cap marked "SJL, INC" set at the northeast corner of Lot 107 in C & G Cooper Company Park Addition as recorded in Book A; Page 54 of Knox County Plat Records and being the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. **S 86° 36' 53" E, 13.48** feet along a new division line, being the extension of the north line of said Lot 107, to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
2. **S 03° 13' 34" W, 50.00** feet along a new division line to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
3. **N 86° 36' 51" W, 13.81** feet along a new division line, being the extension of the south line of said Lot 107, to a 5/8" rebar with I.D. cap marked "SJL, INC" set at the southeast corner of said Lot 107;
4. **N 03° 36' 10" E, 50.00** feet along the east line of said Lot 107 to the place of beginning and containing within said bounds **0.016** acres of land, more or less, and subject to all legal highways and easements of record.

Continued on Page 2

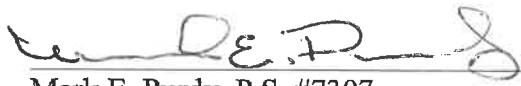
3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

Page 2 (Description 0.016 ac.)

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2024.

Basis of bearing: The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.



Mark E. Purdy, P.S. #7307



DESCRIPTION
APPROVED
CAMERON KEATON
KNOX COUNTY ENGINEER



3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

Auditor-Map Department Correlation Slip
* Slip must be attached to deed for transfer

	All Of		Combine	X	Split
	Land Locked		Needs RPC Approval	X	Needs City Planning Approval

Name Knox County Land Reutilization Acreage change per survey or deed Purdy

Tax District	T	R	Q	Description	Part Of	Acreage
MT. Vernon				66-01283.000	1.72	.015 Ac
New Desc.				Pt of Lot 21 Heartland Commerce Park		

QUIT-CLAIM DEED

Knox County Land Reutilization Corporation, an Ohio non-profit corporation (the “Grantor”), for valuable consideration paid, grants to **The City of Mount Vernon**, whose tax mailing address is 40 Public SQ. Mount Vernon, Ohio 43050 (the “Grantee”), all right, title and interest in and to the real property described on EXHIBIT A (the “Real Property”):

NOTE: THE PARTIES ACKNOWLEDGE THAT PURSUANT TO THEIR REQUEST THIS DEED WAS PREPARED WITHOUT ANY TITLE SEARCH BEING PERFORMED TO ASCERTAIN ANY APPLICABLE LIENS, LEASES, EASEMENTS, OR OTHER MATTERS OF PUBLIC RECORD ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

Prior Instrument Reference: Knox County Official Records Volume 1909, Page 275
Part of Parcel Number: 66-01283.000

Executed this day of , 2024.

**Knox County Land Reutilization Corporation,
An Ohio non-profit corporation**

By: Jeff Gottke, President

State of Ohio)
County of Knox)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **Knox County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of the corporation.**

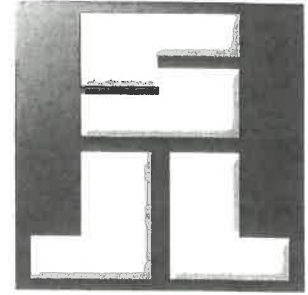
Notary Public

(SEAL)

This Instrument Prepared by:
Zachary DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay St., P.O. Box 469
Mount Vernon, Ohio 43050

Attachment: HCP APP (3978 : 2024-Mpc-04)

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 0.015 ACRE PARCEL

SW-5956B

Situated in the City of Mount Vernon, T-6N ; R-13W, United States Military Lands, County of Knox, and State of Ohio:

Known as being a part of Lot 21 in Heartland Commerce Park in Book C; Page 174 – 181 of Knox County Plat Records (PPN: 66-01283.000) and further bounded and described as follows;

Commencing at a 5/8" rebar with I.D. cap marked "SJL, INC" found at the northwest corner of Lot 21;

Thence S 03° 36' 10" W, 96.37 feet along the west line of said Lot 21 to a 5/8" rebar with I.D. cap marked "SJL, INC" set at the northeast corner of Lot 108 in C & G Cooper Company Park Addition as recorded in Book A; Page 54 of Knox County Plat Records and being the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. S 86° 36' 55" E, 13.15 feet along a new division line, being the extension of the north line of said Lot 108, to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
2. S 03° 13' 34" W, 50.00 feet along a new division line to a 5/8" rebar with I.D. cap marked "SJL, INC" set;
3. N 86° 36' 53" W, 13.48 feet along a new division, being the extension of the south line of said Lot 108, line to a 5/8" rebar with I.D. cap marked "SJL, INC" set at the southeast corner of said Lot 108;
4. N 03° 36' 10" E, 50.00 feet along the east line of said Lot 108 to the place of beginning and containing within said bounds 0.015 acres of land, more or less, and subject to all legal highways and easements of record.

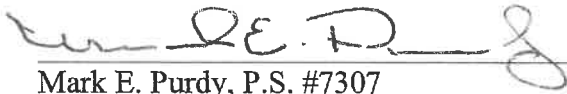
Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Page 2 (Description 0.015 ac.)

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2024.

Basis of bearing: The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.


Mark E. Purdy, P.S. #7307



DESCRIPTION
APPROVED
CAMERON KEATON
KNOX COUNTY ENGINEER

JKS

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

Auditor-Map Department Correlation Slip
* Slip must be attached to deed for transfer

☐	All Of	☐	Combine	☒	Split
☐	Land Locked	☐	Needs RPC Approval	☒	Needs City Planning Approval

Name Knox County Land Reutilization Acreage change per survey Purdy or deed

Tax District	T	R	Q	Description	Part Of	Acreage
MT. Vernon				66-01283.000	1.72	.022 Ac.
New Desc.				Pt of Lot 21 Heartland Commerce Park		

APPROVED
10/1/2024
KNOX COUNTY CLERK

QUIT-CLAIM DEED

Knox County Land Reutilization Corporation, an Ohio non-profit corporation (the “Grantor”), for valuable consideration paid, grants to **John M. Paques**, whose tax mailing address is 500 N. Jefferson St. Mount Vernon, Ohio 43050 (the “Grantee”), all right, title and interest in and to the real property described on EXHIBIT A (the “Real Property”):

NOTE: THE PARTIES ACKNOWLEDGE THAT PURSUANT TO THEIR REQUEST THIS DEED WAS PREPARED WITHOUT ANY TITLE SEARCH BEING PERFORMED TO ASCERTAIN ANY APPLICABLE LIENS, LEASES, EASEMENTS, OR OTHER MATTERS OF PUBLIC RECORD ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

Prior Instrument Reference: Knox County Official Records Volume 1909, Page 275
Part of Parcel Number: 66-01283.000

Executed this _____ day of _____, 2024.

**Knox County Land Reutilization Corporation,
An Ohio non-profit corporation**

By: Jeff Gottke, President

State of Ohio)
County of Knox)

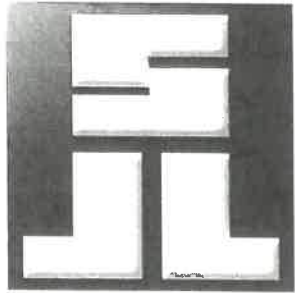
The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **Knox County Land Reutilization Corporation, an Ohio non-profit corporation, on behalf of the corporation.**

Notary Public

(SEAL)

This Instrument Prepared by:
Zachary DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay St., P.O. Box 469
Mount Vernon, Ohio 43050

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 0.022 ACRE PARCEL

SW-5956B

Situated in the City of Mount Vernon, T-6N ; R-13W, United States Military Lands, County of Knox, and State of Ohio:

Known as being a part of Lot 21 in Heartland Commerce Park in Book C; Page 174 – 181 of Knox County Plat Records (PPN: 66-01283.000) and further bounded and described as follows;

Commencing at a 5/8" rebar with I.D. cap marked "SJL, INC" found at the northwest corner of Lot 21;

Thence S 03° 36' 10" W, 337.76 feet along the west line of said Lot 21 to a 3/4" pipe found at the northeast corner of Lot 31 in James Rogers Northern Addition as recorded in Book 2; Page 31 of Knox County Plat Records and being the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. **S 86° 36' 35" E, 14.74** feet along a new division line, being the extension of the north line of said Lot 31, to a point ~ witnessed by a 5/8" rebar with I.D. cap marked "SJL, INC" set N 03° 13' 34" E, 1.00 feet;
2. **S 03° 13' 34" W, 65.36** feet along a new division line to a 5/8" rebar with I.D. cap marked "SJL, INC" set on the north right-of way line of Greenwood Avenue (40');;
3. **N 85° 48' 33" W, 15.17** feet along the north right-of way line of Greenwood Avenue to the southeast corner of said Lot 31 ~ witnessed by a capped pin with I.D. cap marked "VANCE" found north 2.6 feet;

Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

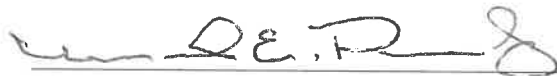
Attachment: HCP APP (3978 : 2024-Mpc-04)

Page 2 (Description 0.022 ac.)

4. N 03° 36' 10" E, 65.15 feet along the east line of said Lot 31 to the place of beginning and containing within said bounds 0.022 acres of land, more or less, and subject to all legal highways and easements of record.

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2024.

Basis of bearing: The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.


Mark E. Purdy, P.S. #7307



DESCRIPTION
APPROVED
CAMERON KEATON
KNOX COUNTY ENGINEER

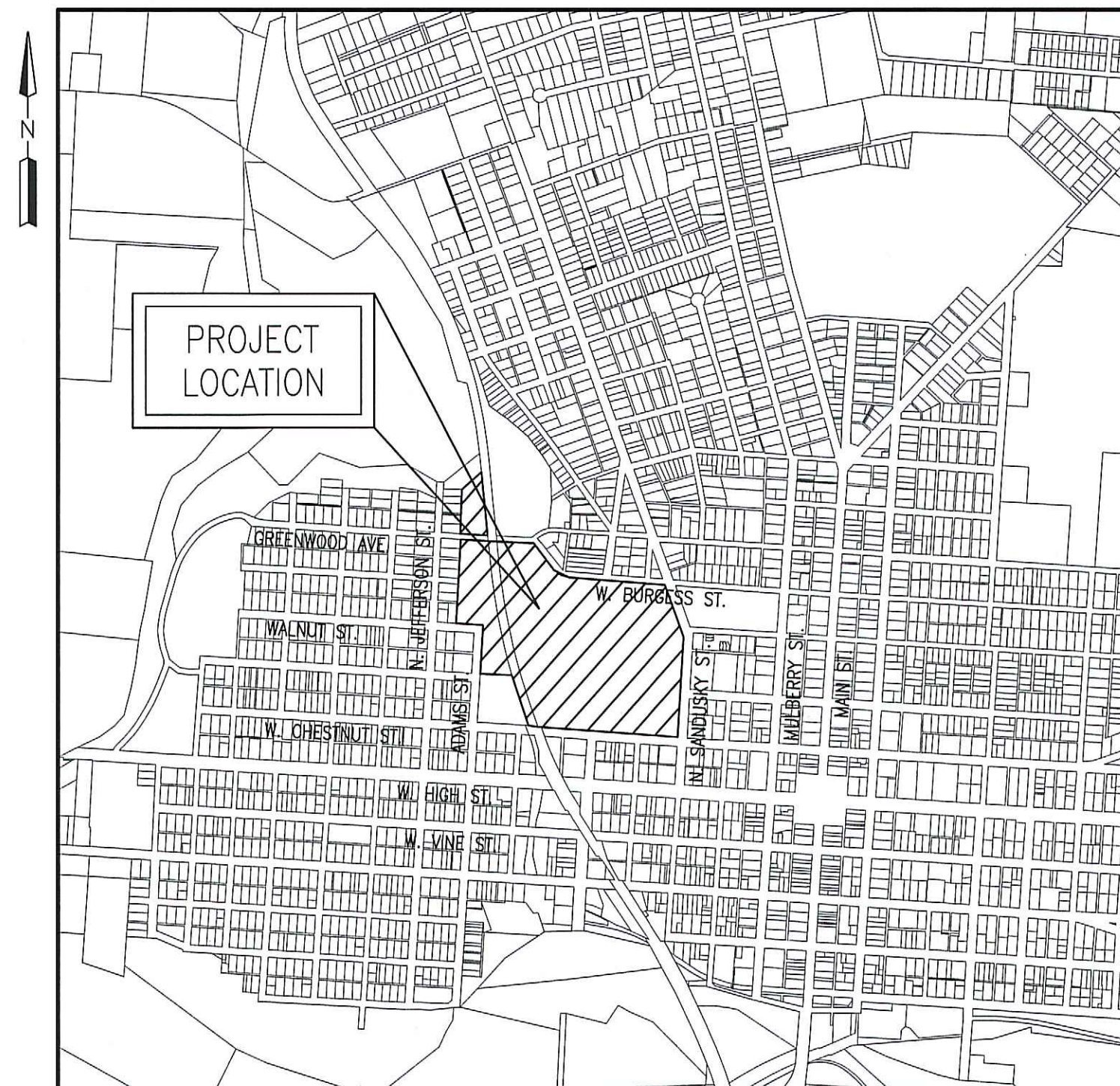
JDS

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

Attachment: HCP APP (3978 : 2024-Mpc-04)

HEARTLAND COMMERCE PARK #2 PLANNED COMMUNITY PROPERTY #2

BEING A REPLATTING AND RENUMBERING OF LOTS 5, 7, 11, 15, 16 &
17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED
IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS
SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED
STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO



LOCATION MAP

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

LOT 23 = 1.290 AC.
LOT 24 = 3.172 AC.
LOT 24 = 2.704 AC.
LOT 26 = 5.177 AC.
LOT 27 = 13.479 AC.
LOT 28 = 1.620 AC.
TOTAL SITE AREA = 27.442 AC.

COMMON AREA = 12.248 AC.
LIMITED COMMON AREA = 1.231 AC.
LOT 27 = 13.479 AC.

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

By: Mark E. Purdy 1-31-24
Mark E. Purdy, P.S. #7307 Date

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

DRAWN C. Falt	CHECKED	1" SCALE = 100'	DATE 01/24/2024
DWG NO: SW-5956B-BASE	JOB NO: SW-5956B	SHEET 1 OF 6	



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

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

Witness our hands this ____ day of _____, 20____.
OWNERS: KNOX COUNTY LAND REUTILIZATION CORPORATION

Sign: _____

Print: _____

Title: _____

STATE OF _____ SS:
COUNTY OF _____

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

this ____ day of _____, 20____.

Notary Public _____ My Commission Expires _____

Approved:
this ____ day of _____, 20____. Mount Vernon City Engineer

Approved:
this ____ day of _____, 20____. Mount Vernon Planning Commission

Approved:
this ____ day of _____, 20____. Knox County Health Commissioner

Approved for Recording:
this ____ day of _____, 20____. Knox County Map Office

Transferred:
this ____ day of _____, 20____. Knox County Auditor's Office

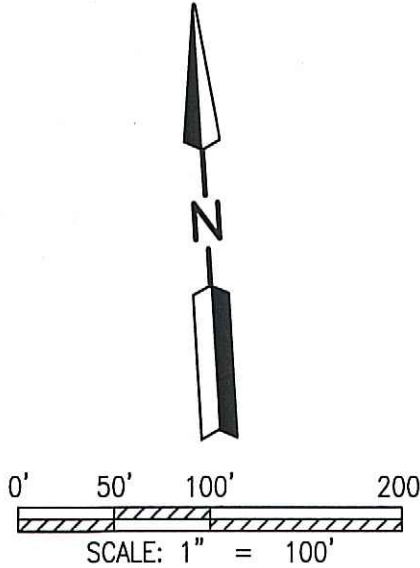
Filed for Record:
this ____ day of _____, 20____. Knox County Recorder's Office
____ @ ____ in Vol. _____, Pg. _____

HEARTLAND COMMERCE PARK #2
PLANNED COMMUNITY PROPERTY #2

BEING A REPLATING AND RENUMBERING OF LOTS 5, 7, 11, 15, 16 &
17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED
IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS
SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED
STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

- EX. WATER
- EX. FIRE LINE
- MANHOLE
- CATCH BASIN
- UTILITY POLE
- HYDRANT
- WATER METER
- NEEDS METER

LIMITED COMMON AREA (PART OF LOT 27)

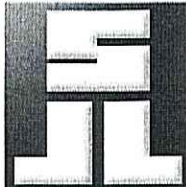


- DRILL HOLE/NAIL FD. (AS NOTED)
- SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- CAPPED PIN FOUND "SJL, INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED SJL INC

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186;
'N'-573; 'O'-445; 'O'-743; 'Q'-187;
'Q'-218; 'R'-773; 'T'-150; 'T'-690;
'U'-449; 'U'-845

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

CURVE TABLE					
NO.	ARC	RADIUS	DELTA	BEARING	CHORD
C1	285.57'	4322.19'	03°47'08"	S07°28'27"E	285.52'
C2	158.67'	4319.69'	02°06'17"	S10°25'11"E	158.67'
C3	360.04'	4319.69'	04°46'32"	S13°51'35"E	359.94'
C4	519.03'	4227.19'	07°02'06"	N15°34'22"W	518.70'
C5	281.88'	4266.19'	03°47'09"	N07°28'27"W	281.83'



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

DRAWN C. Feb	CHECKED	1" = 100'	DATE 01/24/2024
DWG NO: SW-5956B-BASE		JOB NO: SW-5956B	
SHEET 2 OF 6			

HEARTLAND COMMERCE PARK #2 PLANNED COMMUNITY PROPERTY #2

BEING A REPLATING AND RENUMBERING OF LOTS 5, 7, 11, 15, 16 & 17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

THE POINT USED AS REFERENCE STATION TO ESTABLISH THE DATUM IS DESIGNATED AS L254.

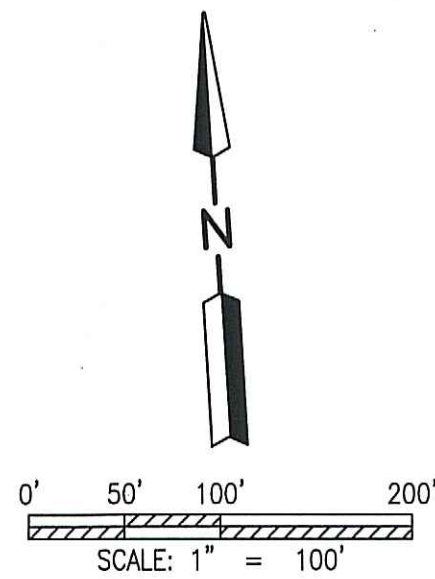
ALL BEARINGS SHOWN ARE BASED ON GRID NORTH.

ALL DIMENSIONS SHOWN ARE GROUND DISTANCES.

OBSERVED
BENCHMARK
DISK L254
N: 268883.942
E: 1974287.046

OBSERVED
N: 266345.899
E: 1971478.635

LIMITED COMMON AREA (PART OF LOT 27)



--- CENTERLINE
--- DEDICATED R/W LINE
--- EX. PROPERTY LINE
--- EX. PARCEL SPLIT
--- PROP. PROPERTY LINE

- ▲ DRILL HOLE/NAIL FD. (AS NOTED)
- ✕ SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- CAPPED PIN FOUND "SJL, INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED SJL INC

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186;
'N'-573; 'O'-445; 'O'-743; 'Q'-187;
'Q'-218; 'R'-773; 'T'-150; 'T'-690;
'U'-449; 'U'-845

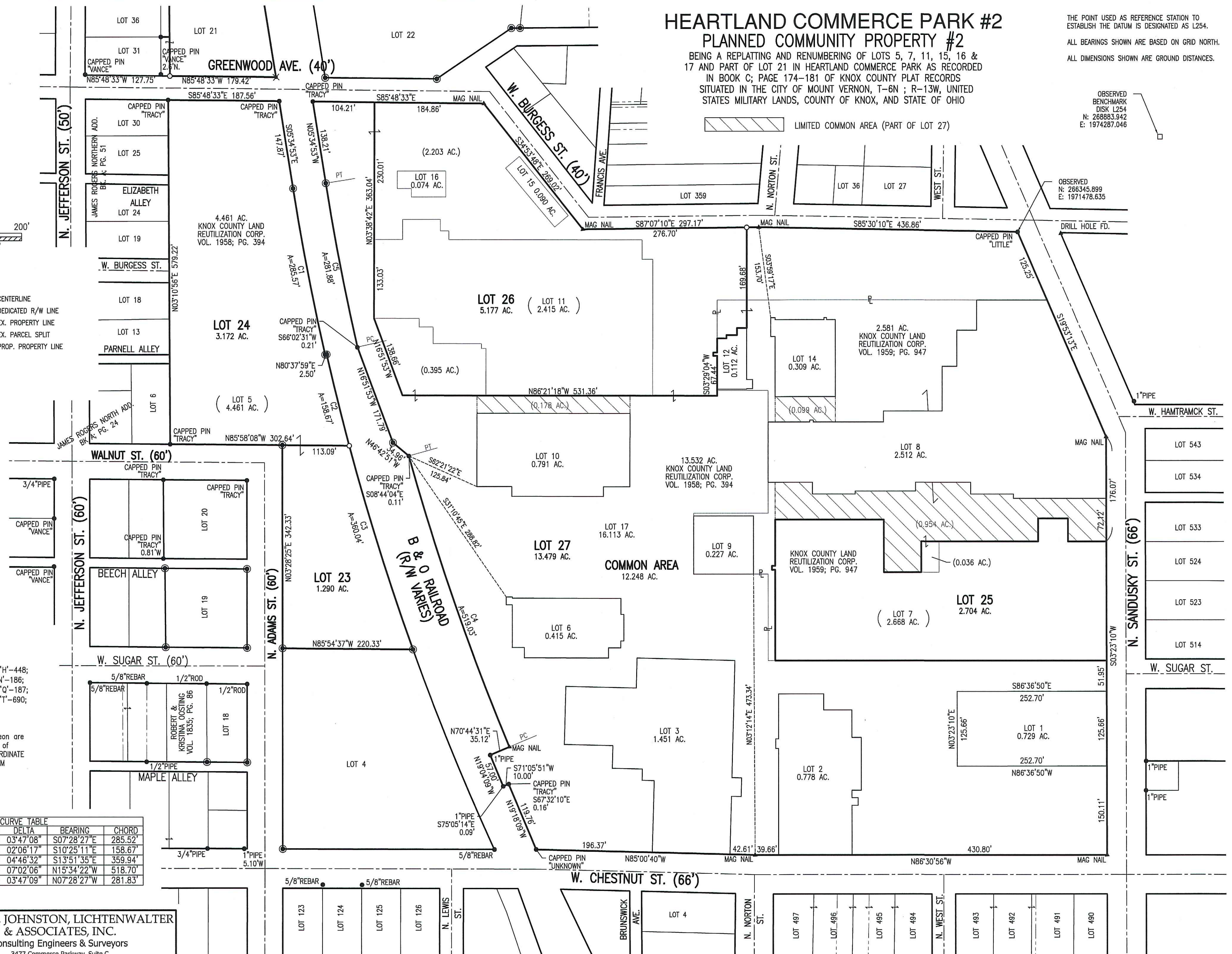
BASIS OF BEARING:
The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM

CURVE TABLE					
NO.	ARC	RADIUS	DELTA	BEARING	CHORD
C1	285.57'	4322.19'	03°47'08"	S07°28'27"E	285.52'
C2	158.67'	4319.69'	02°06'17"	S10°25'11"E	158.67'
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C4	519.03'	4227.19'	07°02'06"	N15°34'22"W	518.70'
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DRAWN C. Fob	CHECKED	1" SCALE = 100'	DATE 01/24/2024
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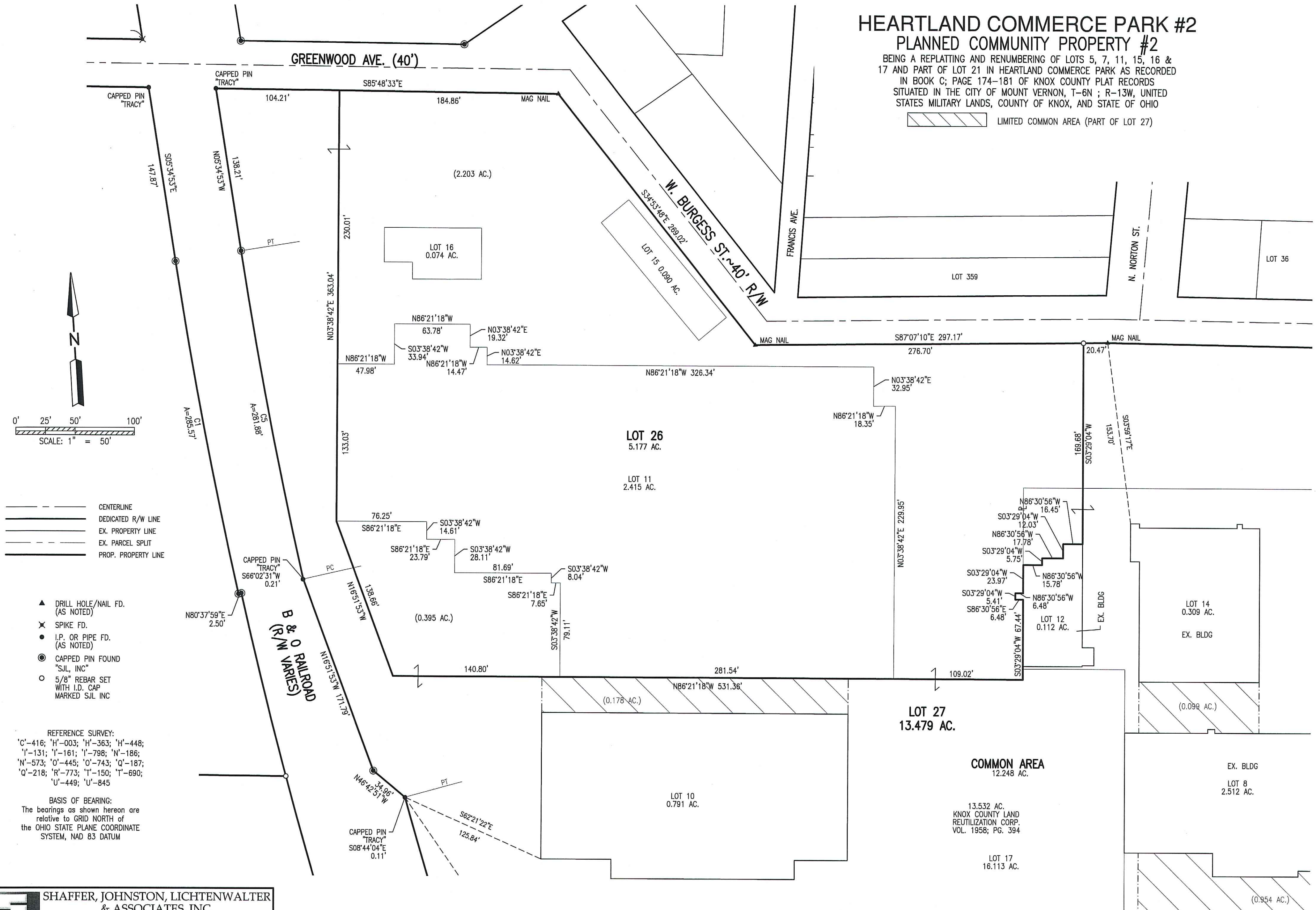
DWG NO: **SW-5956B-BASE** JOB NO: **SW-5956B** SHEET **3** OF **6**



HEARTLAND COMMERCE PARK #2 PLANNED COMMUNITY PROPERTY #2

BEING A REPLATTING AND RENUMBERING OF LOTS 5, 7, 11, 15, 16 & 17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

 LIMITED COMMON AREA (PART OF LOT 27)



**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.**

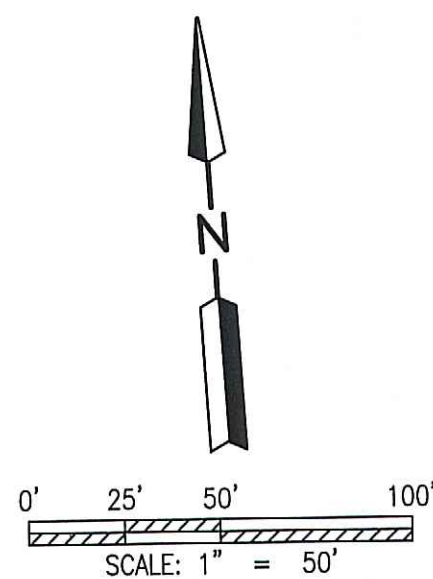
Consulting Engineers & Surveyors

3477 Commerce Parkway, Suite C

Wooster, Ohio 44691

TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com

DRAWN C. Folb	CHECKED	1" SCALE = 50'	DATE 01/24/2024
DWG NO: SW-5956B-BASE	JOB NO: SW-5956B	SHEET 4 OF 6	



- ▲ DRILL HOLE/NAIL FD.
(AS NOTED)
- ✕ SPIKE FD.
- I.P. OR PIPE FD.
(AS NOTED)
- CAPPED PIN FOUND
"SJL, INC"
- 5/8" REBAR SET
WITH I.D. CAP
MARKED SJL INC

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186;
'N'-573; 'O'-445; 'O'-743; 'Q'-187;
'Q'-218; 'R'-773; 'T'-150; 'T'-690;
'U'-449; 'U'-845

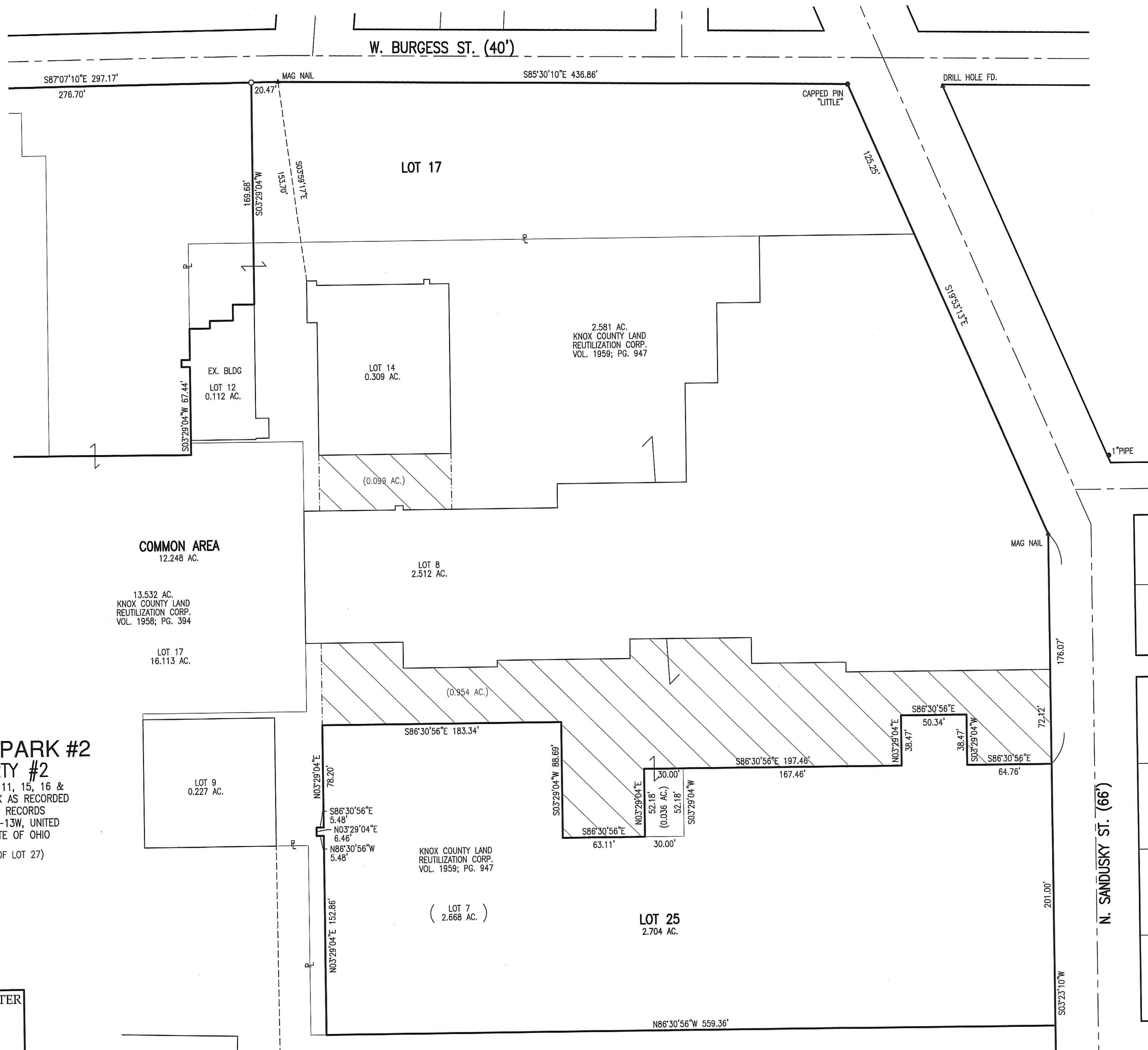
BASIS OF BEARING:
The bearings as shown hereon are
relative to GRID NORTH of
the OHIO STATE PLANE COORDINATE
SYSTEM, NAD 83 DATUM

- CENTERLINE
- DEDICATED R/W LINE
- EX. PROPERTY LINE
- EX. PARCEL SPLIT
- PROP. PROPERTY LINE

HEARTLAND COMMERCE PARK #2 PLANNED COMMUNITY PROPERTY #2

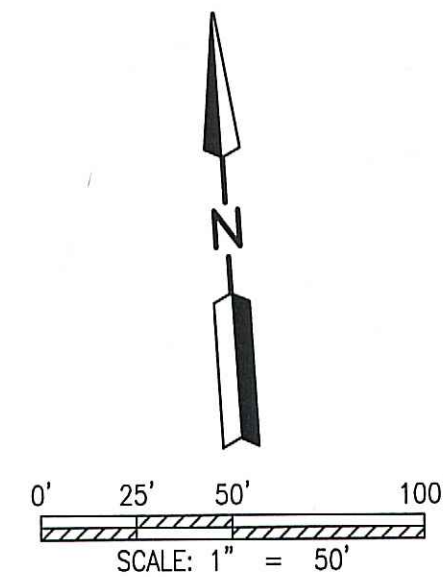
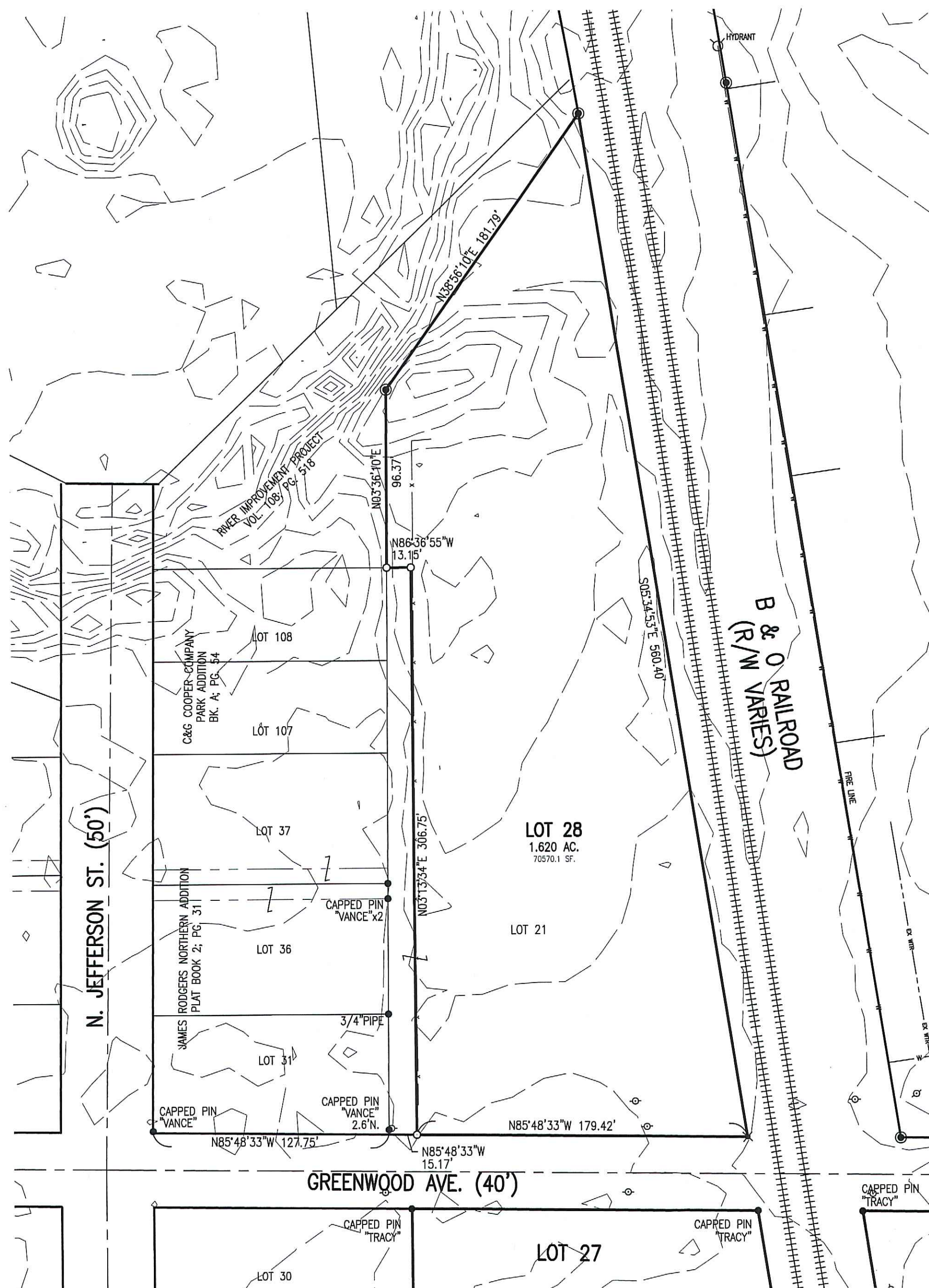
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17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED
IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS
SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED
STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

LIMITED COMMON AREA (PART OF LOT 27)

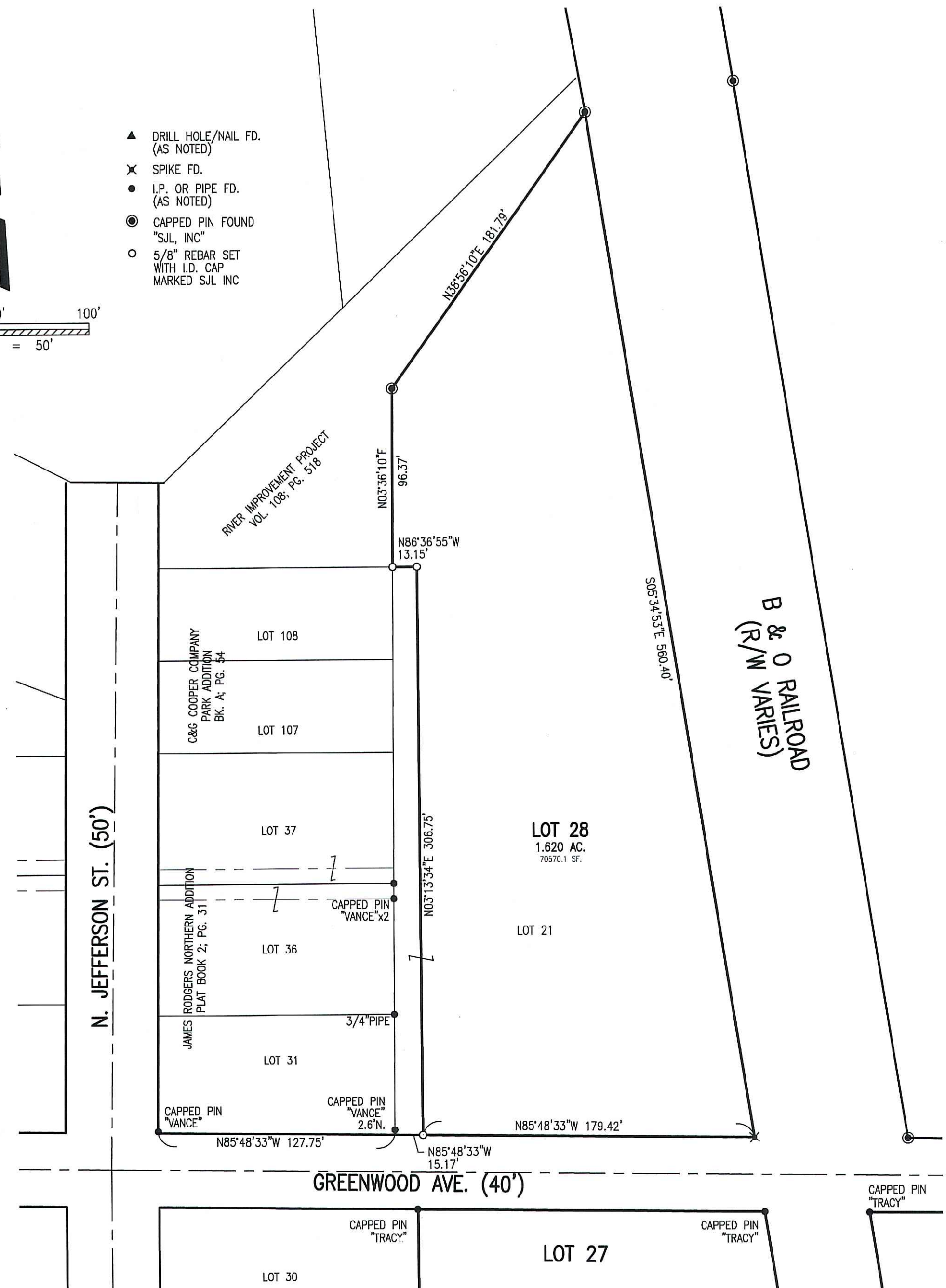


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DRAWN C. Foltz	CHECKED	1" SCALE = 50'	DATE 01/24/2024
DWG NO: SW-5956B-BASE		JOB NO: SW-5956B	SHEET 5 OF 6



- ▲ DRILL HOLE/NAIL FD. (AS NOTED)
- ✕ SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- CAPPED PIN FOUND "SJL, INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED SJL INC



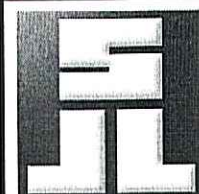
HEARTLAND COMMERCE PARK #2 PLANNED COMMUNITY PROPERTY #2

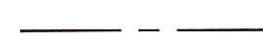
BEING A REPLATTING AND RENUMBERING OF LOTS 5, 7, 11, 15, 16 & 17 AND PART OF LOT 21 IN HEARTLAND COMMERCE PARK AS RECORDED IN BOOK C; PAGE 174-181 OF KNOX COUNTY PLAT RECORDS SITUATED IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES MILITARY LANDS, COUNTY OF KNOX, AND STATE OF OHIO

 LIMITED COMMON AREA (PART OF LOT 27)

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186;
'N'-573; 'O'-445; 'O'-743; 'Q'-187;
'Q'-218; 'R'-773; 'T'-150; 'T'-690;
'U'-449; 'U'-845

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

 SHAFFER, JOHNSTON, LICHTENWALTER & ASSOCIATES, INC. Consulting Engineers & Surveyors 3477 Commerce Parkway, Suite C Wooster, Ohio 44691 TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com			
DRAWN C. Falt	CHECKED	SCALE 1" = 50'	DATE 01/24/2024
DWG NO: SW-5956B-BASE		JOB NO: SW-5956B	
		SHEET 6 OF 6	

 CENTERLINE
 DEDICATED R/W LINE
 EX. PROPERTY LINE
 EX. PARCEL SPLIT
 PROP. PROPERTY LINE

MAP OF SURVEY CITY OF MOUNT VERNON T-6N ; R13W UNITED STATES MILITARY LANDS COUNTY OF KNOX STATE OF OHIO

CENTERLINE

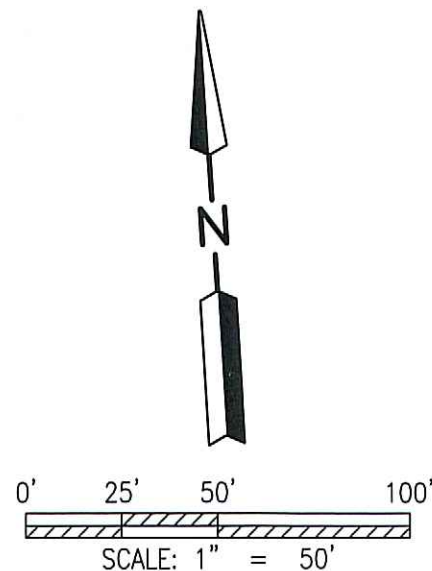
C/L TRACKS

DEDICATED R/W LINE

EX. PROPERTY LINE

EX. PARCEL SPLIT

PROP. PROPERTY LINE



- ✕ SPIKE FD.
- I.P. OR PIPE FD. (AS NOTED)
- ⊙ CAPPED PIN FOUND "SJL, INC"
- 5/8" REBAR SET WITH I.D. CAP MARKED SJL INC

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186; 'N'-573;
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'R'-773; 'T'-150; 'T'-690; 'U'-449;
'U'-845

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

THESE PARCELS CREATED HEREIN
ARE FOR TRANSFER TO ADJOINERS
AND ARE NOT INTENDED AS
INDEPENDENT BUILDING SITES.

Attachment: SW-5956B-signed-survey (3978 : 2024-Mpc-04)

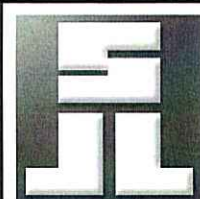
N. JEFFERSON ST. (50')

GREENWOOD AVE. (40')

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



By: Mark E. Purdy 1-31-24
Mark E. Purdy, P.S. #7307 Date



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& ASSOCIATES, INC.

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DRAWN C. Falb	CHECKED	1" SCALE = 40'	DATE 01/24/2024
DWG NO: SW-5956B-BASE	JOB NO: SW-5956B	SHEET 1 OF 1	Packet Pg. 88



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 03/14/24 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3979)

DOC ID: 3979

2024-MPC-05 : MULBERRY ST, 206 S. - CONDOMINIUM ESTABLISHMENT

Per Codified Ordinance 1139.12 a request to establish a condominium has been submitted for review by the Municipal Planning Commission.

Description of Request: Bryan Hunt of Loveland Law LLC for S.M. Properties of Mt. Vernon LLC seeks to create and establish South Mulberry Street Professional Condominium for an existing building at 206 S. Mulberry ST.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

Hunt, legal counsel for S. M. Properties of Mt. Vernon LLC (sworn in) explained they are seeking conversion of an existing office building into a condominium consisting of 3 units. It is believed the building has been in existence since the 1940's. No physical changes to the property are being sought as part of this application. For many years, the building has been used as an office for various healthcare providers. That use is anticipated to continue into the future. Uses will be limited to those permitted in the Central Business District.

Swallow asked what initiated this request. Hunt explained by converting the property into a condominium, three separate units can each be transferred out. If one of the uses wants to sell in the future they can. Currently there is a single LLC owner, with multiple members within the LLC, each with an interest. The initial conversion to a condominium will have a single owner. From there, that single owner will be able to sell the units individually. There could be 3 separate owners in the future.

Swallow asked what arrangements would be made between the potential 3 owners to ensure they are acting in concert with each other instead of 1 owner not necessarily going along with 1 or 2 of the other owners. Hunt said the declaration and bylaws were submitted with the application. The declaration is the restrictions, covenants, and conditions which run with the property, establishing the rules. An association is created, as a matter of law. The bylaws dictate how that runs.

Ball asked if the documents include how issues are shared, such as a sewer clog or water service. Hunt said it depends on where it occurs. The maintenance, repair, and responsibility are different dependent upon whether it's a common element or part of the unit.

There was no further testimony. There were no communications submitted through the

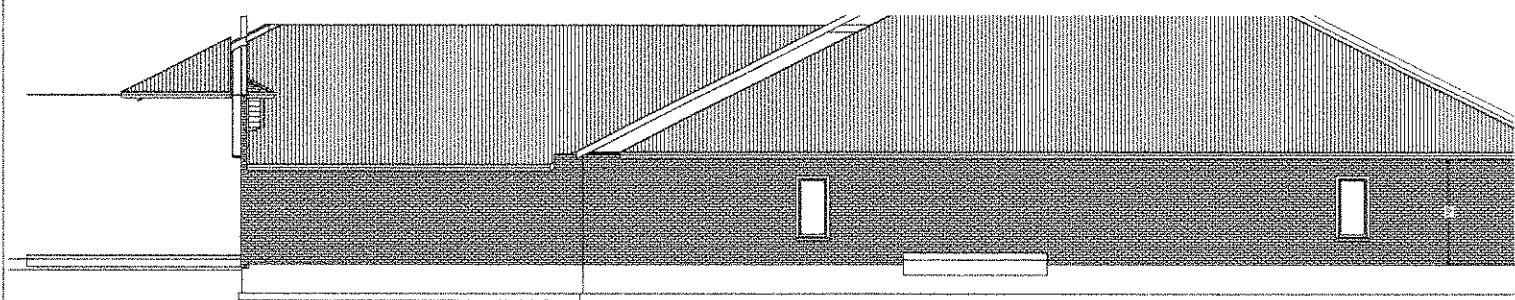
Development Services Manager.

Broeren questioned the 3 parcels currently listed on the County Auditor's website. Hunt explained, once the condominium is created, everything merges together. Each unit will become a separate transferable interest. Each unit will be assigned a parcel number, responsible for real estate taxes on the entire property, including the common elements. The existing parcel numbers will cease. New parcel number will be assigned. A new metes and bounds description has been created. The common area will become 66 condo.

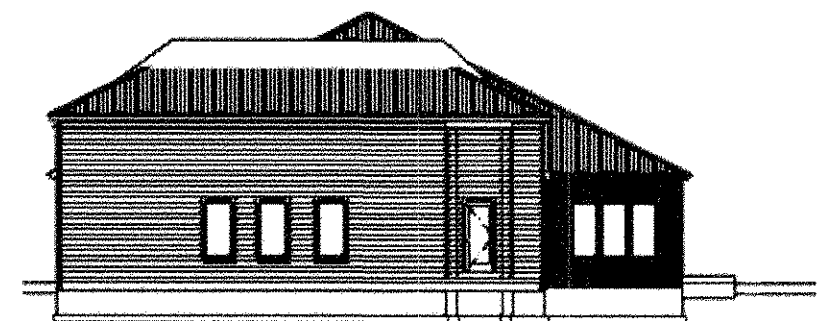
Broeren asked if legal descriptions are being created that don't have access to the street. Hunt said no, because all of the units have easement rights across the common elements to the public right of way. Ball explained, essentially all of the existing parcels will be merged, then the 3 units will be assigned a parcel number, then the common area will become condo property. The easements are part of the condominium declaration. The parking lot is part of the common element.

Hawkins made a motion to approve the condominium establishment.

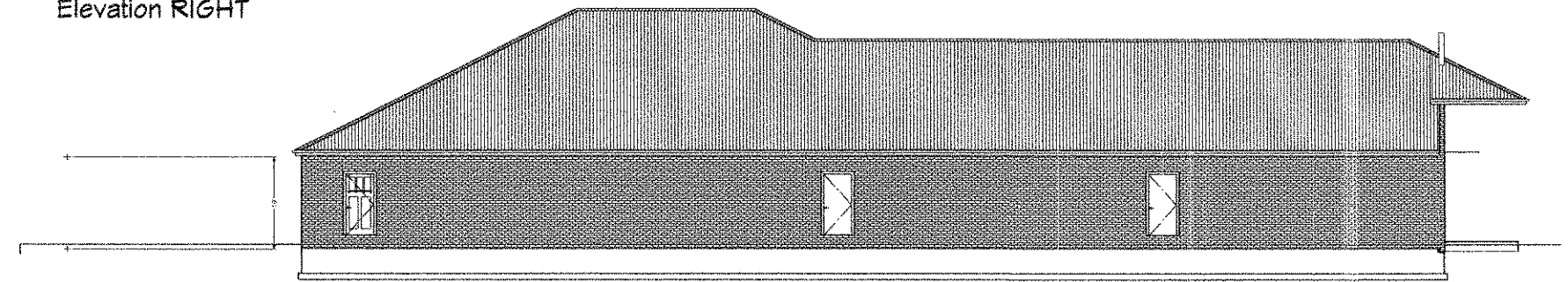
RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Todd Hawkins, Member
SECONDER:	Tanner Salyers, Safety Service Director
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Eric Diehl, Jason West



Exterior Elevation Front

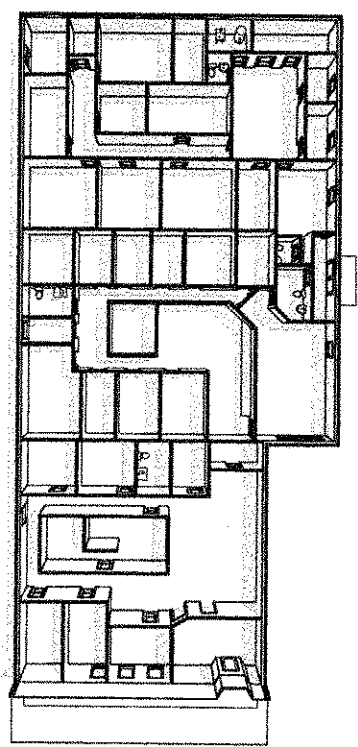


Elevation RIGHT



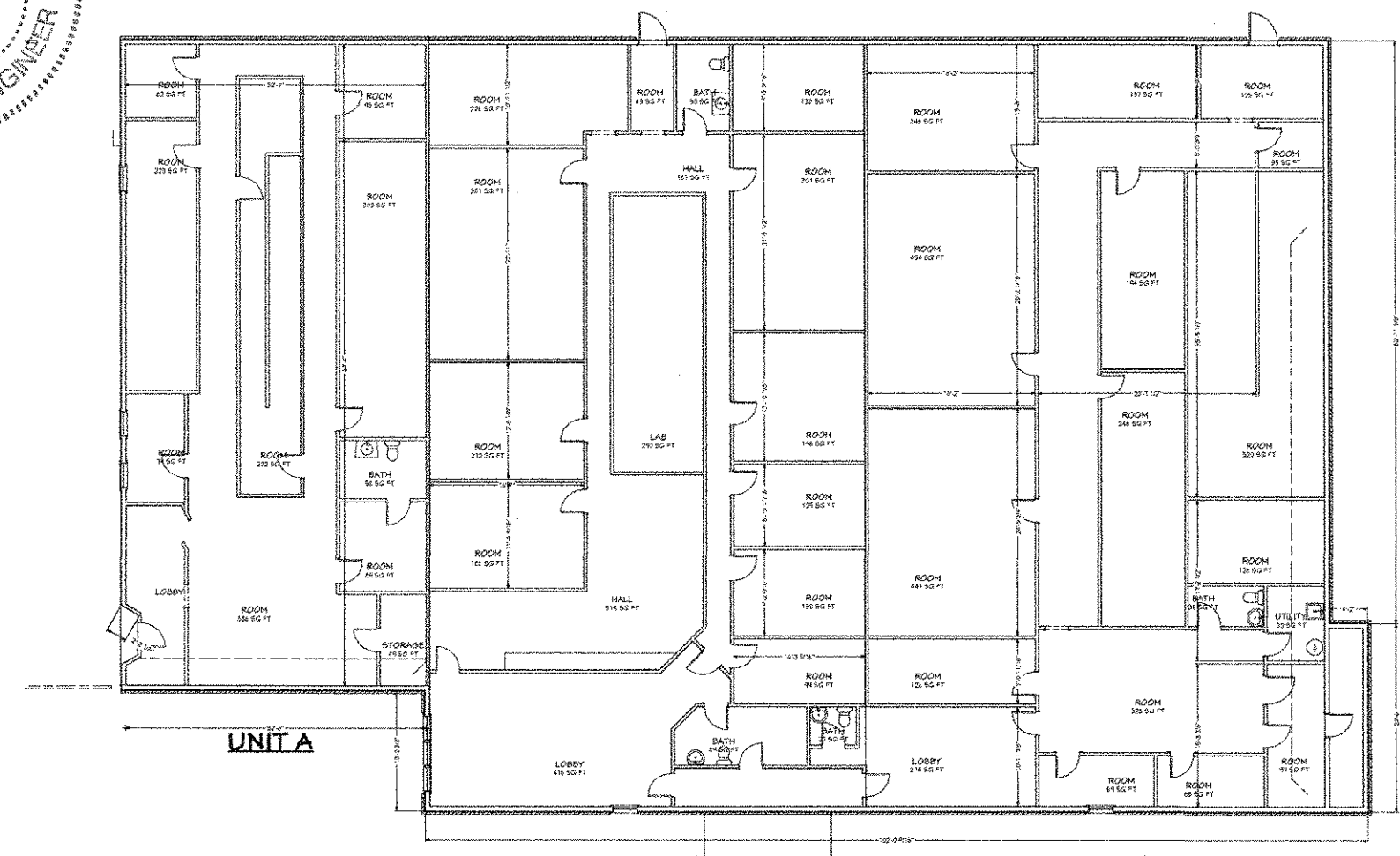
ELEVATION LEFT

P-1
I Certify that this drawing, sheet of _____ of _____ accurately shows each building of condominium as shown on this drawing (as built) or (as constructed) and is intended for the sale and limited purposes of complying with the provisions of Section 5311.07 of the Ohio Revised Code.



OVERVIEW
SCALE: N.T.S.

INTERIOR SQUARE FOOTAGES
UNIT A= 2,008 SQ. FT.
UNIT B= 2,647 SQ. FT.
UNIT C= 3,343 SQ. FT.



UNIT B

UNIT C

FLOOR PLAN

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

FLOOR LAYOUT
SOUTH MULBERRY STREET
PROFESSIONAL CONDOMINIUM
MOUNT VERNON, OHIO

DRAWINGS PROVIDED BY:

DATE:

2/21/2024

SCALE:

SHEET:

P-1



BASIS OF BEARINGS:

THE BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (CORS). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS REFERENCED TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION REAL-TIME-NETWORK. THE PORTION OF THE EASTERLY LINE OF SOUTH MULBERRY, HAVING A BEARING OF NORTH 03°54'55" EAST AND MONUMENTED AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

FLOOD NOTE:

THE SUBJECT PROPERTY LIES IN ZONE X SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE), AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP NUMBER 39083C0188D, WITH AN EFFECTIVE DATE OF 7/7/2009, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ZONING:

THE SUBJECT TRACT IS CURRENTLY ZONED "CENTRAL BUSINESS DISTRICT".

LOT REQUIREMENTS:

MINIMUM LOT AREA - NONE

MINIMUM LOT WIDTH - NONE

MINIMUM FRONT YARD - THE BUILDING LINE SHALL BE DETERMINED BY COMPUTING THE AVERAGE BUILDING SETBACKS FOR EXISTING STRUCTURES ALONG THE SAME BLOCK FACE. THE SETBACK LINE CAN BE WAIVED OR MODIFIED BY THE PLANNING COMMISSION FOR SPECIAL DESIGN FEATURES SUCH AS ARCADES OR SPECIAL WINDOW DETAILS.

MINIMUM SIDE YARD - FOR INTERIOR LOTS, NONE. FOR CORNER LOTS, FIVE FEET FOR ANY NEW STRUCTURE.

MINIMUM REAR YARD - ALL SERVICE AND DELIVERY AREAS SHALL BE TO THE REAR OF THE USE, EXCEPT WHEN NO REAR ACCESS IS AVAILABLE.

MAXIMUM LOT COVERAGE - THE PLANNING COMMISSION MAY REQUIRE THAT AT LEAST FIVE PERCENT (5%) OF THE LOT AREA, EXCLUSIVE OF PUBLICLY DEDICATED RIGHTS-OF-WAY, SHALL BE DEVOTED TO YARD SPACE, COURTYARD OR PEDESTRIAN SPACE. SERVICE OR DELIVERY AREAS SHALL NOT BE INCLUDED IN DETERMINING SUCH YARD SPACE REQUIREMENTS.

BUILDING REQUIREMENTS:

MAXIMUM HEIGHT - 60 FEET

LEGEND

- IPF IRON PIN FOUND
- ◆ MNF MAG NAIL FOUND
- ▲ RRSF RAILROAD SPIKE FOUND
- RBS REBAR SET
- ◇ MNS MAG NAIL SET

AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS ARE COMMON ELEMENTS.

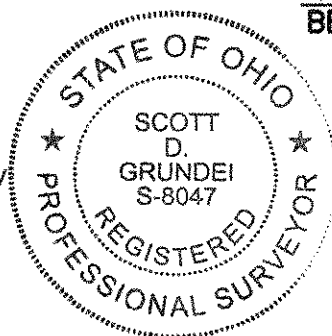
ACREAGE BREAKDOWN:

TOTAL ACRES: 0.525 ACRES
 0.105 ACRES OUT OF P.I.D. 66-03024.000
 0.210 ACRES OUT OF P.I.D. 66-03025.000
 0.210 ACRES OUT OF P.I.D. 66-03027.000

I HEREBY CERTIFY THAT THIS DRAWING, CONSISTING OF SHEET 1 OF ___, ACCURATELY REFLECT THE LOCATION OF IMPROVEMENTS AND RECORDED EASEMENTS LISTED IN A CURRENT TITLE COMMITMENT (NOT PROVIDED).

SCOTT D. GRUNDEI, P.S.
 REGISTERED SURVEYOR NO. 8047

DATE



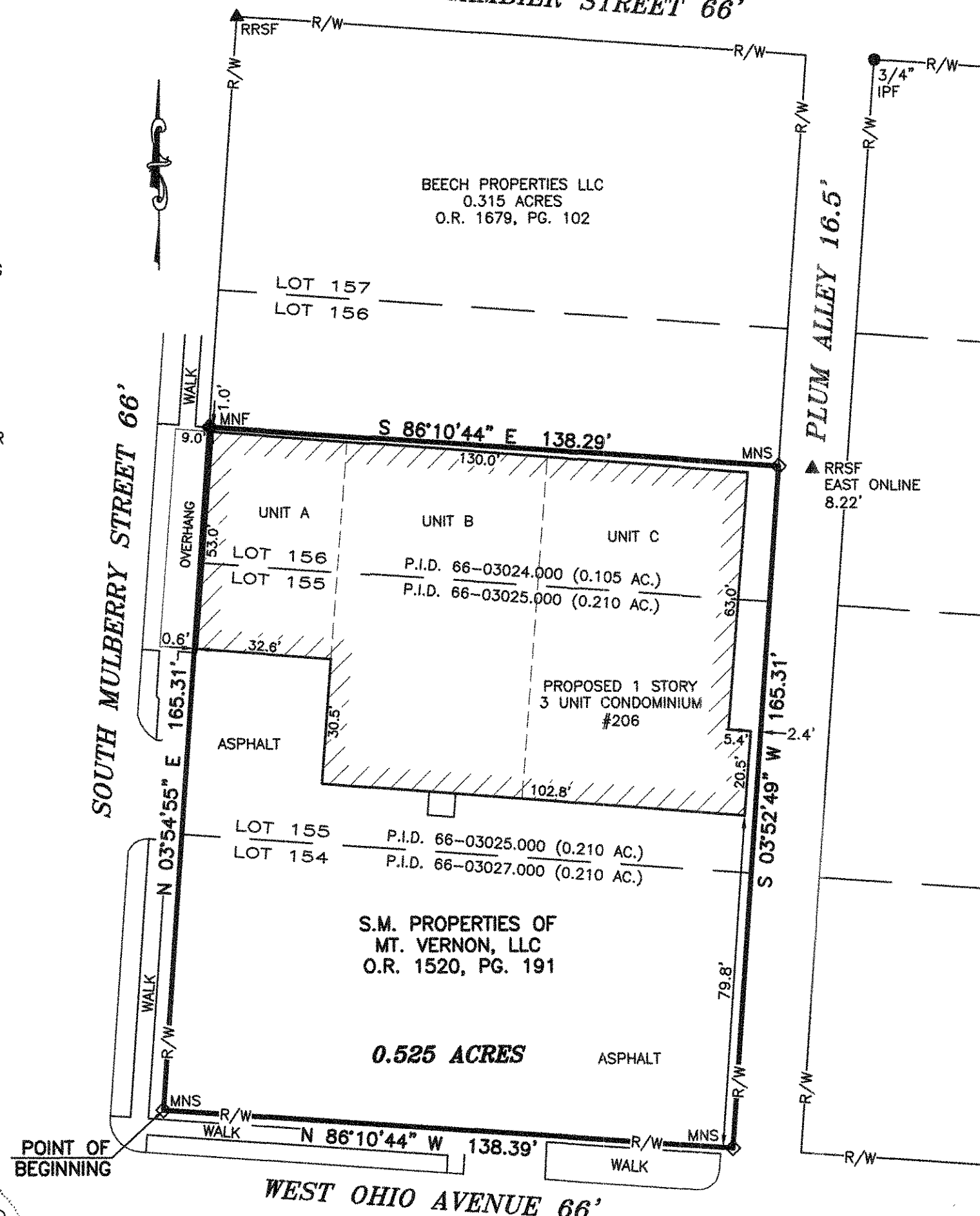
I HEREBY CERTIFY THAT THESE DRAWINGS, CONSISTING OF SHEETS 2 THRU ___, ACCURATELY SHOW EACH BUILDING AS BUILT OR CONSTRUCTED.

REGISTERED PROFESSIONAL ENGINEER NO.

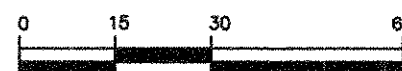
DATE



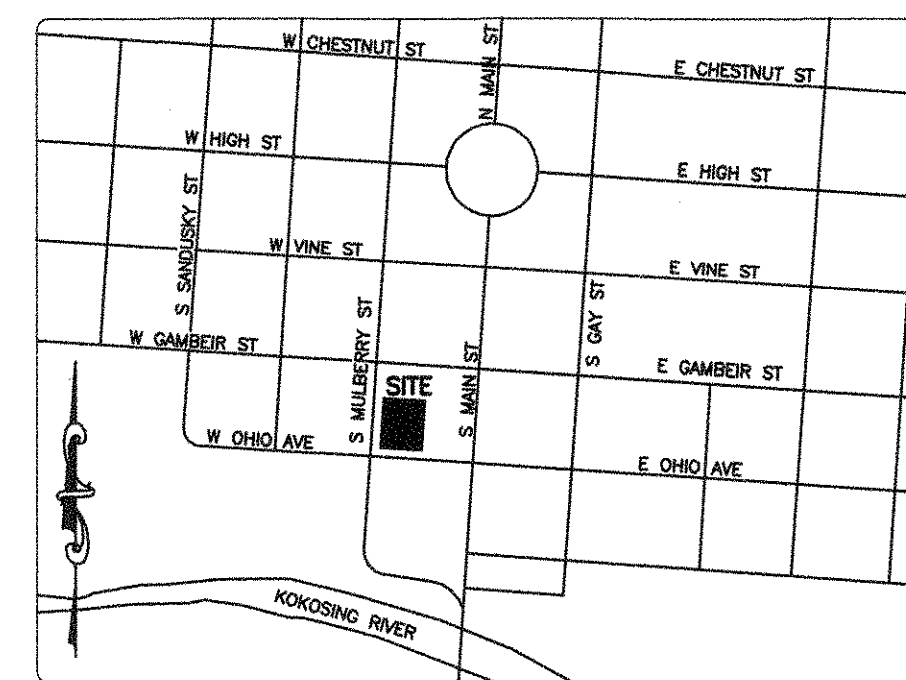
WEST GAMBIER STREET 66'



GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.



VICINITY MAP
 NOT TO SCALE

CITY PLANNING COMMISSION:

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

CHAIRMAN

DATE

THIS CONDOMINIUM PLAT HAVE BEEN TRANSFERRED,

THIS _____ DAY OF _____, 20____.

PLATTED ACREAGE _____

DEDICATED ROADWAY _____

AUDITING FEE _____

KNOX COUNTY AUDITOR

THIS PLAT WAS RECEIVED FOR RECORDING,

THIS _____ DAY OF _____, 20____ AT _____ M AND RECORDED

THIS _____ DAY OF _____, 20____ AT _____ M IN PLAT CABINET _____

SLOT _____ DECLARATION RECORDED IN VOL. _____, PAGES _____ DEED RECORDS.

PLAT FEE _____

COVENANTS FEE _____

TOTAL RECORDING FEE _____

KNOX COUNTY RECORDER

CONDOMINIUM PLAT OF
SOUTH MULBERRY STREET
PROFESSIONAL CONDOMINIUM

LYING IN

LOTS 154, 155 & PART OF LOT 156

ORIGINAL PLAT OF THE CITY OF MOUNT VERNON

PLAT BOOK L, PAGE 134

U.S.M.L.

CITY OF MOUNT VERNON, COUNTY OF KNOX
 STATE OF OHIO



690 LAKEVIEW PLAZA BLVD. SUITE A
 WORTHINGTON OH. 43085
 PHONE: (614) 485-9000

REV: 1/25/24

REV: 1/11/24

REV: 11/20/23

DATE: 6/9/23

FILE NO. CONDO-JOB01-COND

DRAWN BY: DJH

SHEET 1 OF ____

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

SOUTH MULBERRY STREET PROFESSIONAL CONDOMINIUM

Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)

CERTIFICATE OF AUDITOR

_____, 2024

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

Knox County Auditor

This instrument prepared by Bryan S. Hunt, Loveland Law, LLC,
3300 Riverside Drive, Suite 125, Upper Arlington, Ohio 43221

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DECLARATION

This is the Declaration of **South Mulberry Street Professional Condominium** made on or as of the 9th day of November, 2023, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. **S.M. Properties of Mt. Vernon, LLC**, an Ohio limited liability company ("Declarant"), is the owner in fee simple of all of the real property hereinafter described as being submitted to the provisions of the Condominium Act, and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site which, when fully completed, will contain one freestanding commercial building, consisting of three separate units, and commonly owned areas and facilities. To these ends, Declarant submits this property to condominium ownership under the Condominium Act.

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating South Mulberry Street Professional Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, the State of Ohio's enabling nonprofit corporation act ("Chapter 1702").

2. "Assessments" mean all charges, of whatever nature, levied by the Association against a Unit and its owners, and includes:

- (a) "Operating Assessments;"
- (b) "Special Assessments for Capital Improvements;" and
- (c) "Special Individual Unit Assessments;"

each of which is hereinafter defined in this Declaration.

3. "Association" and "South Mulberry Street Professional Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the provisions of the Condominium Act.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors of the Association.

5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part of this Declaration.

6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.

7. "Condominium" and "South Mulberry Street Professional Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

9. "Condominium Instruments" means the Articles, the Bylaws, the Drawings, this Declaration, any contracts pertaining to the management of the Condominium Property, and any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

10. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

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

12. "Convertible Unit" means a condominium unit that may be converted into one or more units and common elements, including limited common elements.

13. "Declarant" means S.M. Properties of Mt. Vernon, LLC, an Ohio limited liability company, and each of its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

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

16. "Drawings" means the drawings for the Condominium, and are the drawings required pursuant to the provisions of the Condominium Act. A set thereof has accompanied the filing of this Declaration and will be filed separately herefrom by the appropriate public authorities.

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

18. "Limited Common Elements" means those Common Elements, if any, serving exclusively one or more Units but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units and their invitees in this Declaration.

19. "Occupant" means any Person lawfully occupying a Unit, regardless of whether or not that person is a Unit Owner, tenant or subtenant, and includes any person lawfully occupying the Unit under authority of that Unit's owner, tenant, or subtenant.

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

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and/or designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

22. "Unit Owner" and "Unit Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of property described in this Declaration and/or exhibits to this Declaration as the "Condominium Property" under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting all of the land of the Condominium Property, located in the City of Mount Vernon, Knox County, Ohio consisting of 0.525 acres of land, more or less, is attached hereto and marked "Exhibit A" and is hereby made a part hereof. A sketch drawing showing the Condominium Property and its location and those portions of property considered a part of Units added hereby is attached hereto and marked "Exhibit B" and is hereby made a part hereof.

ARTICLE II

NAME

The name by which the Condominium shall be known is "South Mulberry Street Professional Condominium."

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; to establish a Unit Owners' association to administer the Condominium and the Condominium Property; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through Assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind ("animals") shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, birds in a cage, fish, and other animals considered generally suitable to be maintained in office space, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such animals, and the right to levy enforcement charges against Persons who do not clean up after their animals; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee(s), or as specifically permitted in this Declaration, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing contained herein shall require Board approval for improvements made within a Unit unless any such improvement affects the structural integrity of the building or for improvements made by Declarant or its designee(s).

(c) Common Element Uses. The Common Elements shall be used only in accordance with the purposes for which they are intended, reasonably suited and capable, subject to such rules and regulations as may from time to time be promulgated by the Board. The exterior driveways and walkways shall be used for no purpose other than normal transit through or over them, and shall not be obstructed. The driveways shall be used only for pedestrian and vehicular ingress and egress, and the parking areas shall be used only for the parking of vehicles. The Board shall have the right to establish reasonable rules and regulations regarding the use of roadways for deliveries, to limit areas where employees may park, and to set reasonable restrictions on the time and manner of use of driveway and parking areas. The Board may enforce such regulations or restrictions by levying enforcement charges, having violating vehicles towed away, assessing charges to Unit Owners for violating the parking regulations, and taking such other actions as it, in its sole discretion, deems appropriate.

(d) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may

change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(e) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of the Condominium Organizational Documents. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, transfer through judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance, any instrument creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any specific right of first refusal, and any Unit Owner may transfer that Unit Owner's Unit free of such limitation; provided that each Unit Owner and each Unit is subject to the provisions of the Condominium Organizational Documents. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Unit Owner's Unit a copy of the Condominium Organizational Documents and all rules and regulations then in effect.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation shall be at the cost or expense of the Association.

(g) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration and such rules and regulations as may from time to time be duly promulgated by the Board.

(h) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements, or Limited Common Elements, nor shall any Unit be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(i) Replacements. A building erected to replace the existing building shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and to protect and preserve the nature of the

Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same are intended to become effective.

In addition, the Board shall have the right to establish rules and regulations with respect to electrical load use, and to require prior consent to the installation and use of equipment that might affect air conditioning of other Units or to the use of water or electrical current in excess of that normally provided to other users.

(k) Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Elements, which may impair the structural integrity of any building or improvement, without the prior written consent of the Board, in its sole and unfettered discretion.

(l) Unit Uses. Except as hereinafter provided, no Unit shall be used for: (i) any use other than professional or business offices and uses permitted under the City of Mount Vernon Central Business district (CB), and conditional uses thereunder, if any, approved by the Board; provided that in no event shall any Unit be used as a residence; (ii) any use or in any manner that would be in violation of applicable zoning, building or other governmental law or regulation; (iii) any residential use; (iv) any use or in any manner that would be illegal or unlawful; (v) any use or in any manner that would impair the soundness or safety of the building or any part thereof; (vi) any use or in any manner that would increase the rate or result in the cancellation of insurance applicable to the Common Elements; (vii) any use or in any manner which would be inconsistent with or inappropriate to the design of the building or for which adequate stair, ventilation, plumbing, and similar and related facilities do not exist; or (viii) any use or in any manner which would be noxious, offensive or hazardous, or an interference with the peaceful possession and proper use of Units for a permitted use, including, without limiting the generality of the foregoing, the use of a Unit for an auction, fire or bankruptcy sale. Notwithstanding the foregoing: (i) the Board may, from time to time, on such terms and conditions as it determines, permit such other uses to be made of a Unit or Units as it deems proper, provided that the use is not unlawful or illegal, and that the use is not incompatible with, or would not constitute an unreasonable interference with, any other use of a Unit or Units, or with the character of the Condominium as a whole; and (ii) one or more Units or parts thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(m) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(n) Visible Areas, Signs. Without the prior approval of the Board, no Unit Owner or Occupant shall place or suffer to be placed or maintained any advertising matter within a Unit which shall be visible from the exterior thereof; nor shall any Unit Owner or Occupant place or suffer to be placed or maintained in any Unit anything visible to the exterior deemed noxious or offensive by the Board; nor shall any Unit Owner or Occupant place or suffer to be placed or maintained any antenna, sign, awning, canopy, decoration, lettering, or advertising matter or other thing of any kind on any exterior door, wall or window, or on any part of the Common Elements; provided, however, the Board shall establish reasonable and uniform regulations permitting the placement and maintenance with respect to each Unit, of identifying signs and insignia, and rental and sale signs, of such size and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of improvements in the Condominium. The Board shall also have the right to require a Unit Owner, at the Unit Owner's expense, to install and maintain, with respect to that Unit Owner's Unit, window covering and/or shading devices over windows, of specifications and materials determined by the Board.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Building. As of the date of recording of this Declaration there is one building on the property. The building is single story commercial building, with no basement, that consists of three separate "Units", as listed on the exhibit attached hereto marked "Exhibit C" and hereby made a part hereof, and located as shown on Exhibit B and the Drawings. The principal materials of which the building is constructed are wood, glass, concrete, brick, block, metal and roofing materials. Portions of the buildings also contain drywall.

Section 2. Other. Also on the grounds are driveways and parking areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each Unit is designated by a letter assigned by Declarant. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

(a) Composition of Units. Each Unit constitutes a single freehold estate and consists of all of the space in the building designated by that Unit's designation on the Drawings, and is that space that is bounded by the inside face of studs to inside face of studs of the Unit's perimeter walls, the unfinished surface of the concrete slab, and the unfinished structural elements of the ceiling at its highest level, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(i) the Unit's finished walls, ceiling and floors, and the Unit's interior decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the paneling and other finishing wall, ceiling, and floor material serving only that Unit;

(ii) all windows, skylights, if any, and screens and doors serving only that Unit, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(iii) all fixtures and appliances installed for the exclusive use of and serving only the Unit, wherever located;

(iv) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits, apparatus, wherever located, which serve only that Unit;

(v) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service the Unit or the fixtures located therein;

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

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

excluding therefrom, however, all of the following items, whether or not located within the bounds of a Unit:

(i) any supporting element of the building contained in walls; and

(ii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit, regardless of whether or not located within the boundaries of the Unit itself.

(b) Unit Sizes, Locations and Components Each Unit, as described, consists of, among other things, space in the building. The type, composition, and approximate size and area of each of Unit which is or may be part of the Condominium, and the location, dimensions, type and composition of each Unit are shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to South Mulberry Street and/or West Ohio Avenue, which are public streets.

Section 3. Subdividing Units. Except for any Unit identified herein as a Convertible Unit, the Units in this condominium shall not be subdivided or combined, unless approved by an amendment to this Declaration that is approved by 100% of the Unit Owners and all eligible mortgagees.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements.

Section 3. Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and is based on the total approximate size (interior square footage) of each Unit. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association shall be formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is presently the sole member of the Association.

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

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities of the Board of Directors, shall be as provided in the Articles and Bylaws.

ARTICLE VIII

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Statutory Agent," and that Person's residence or place of business, which is in the State of Ohio, is:

Bryan S. Hunt
Loveland Law, LLC
3300 Riverside Drive
Upper Arlington, Ohio 43221

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Common Elements. The Condominium Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including, but not limited to, the roof and exterior walls, Condominium entryway features, exterior lighting, walkways, drives, parking areas, and improvements thereon. Notwithstanding the foregoing, the Condominium Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof.

Section 2. Units. The Owner(s) of each Unit shall repair, maintain, and replace their own Unit, and all components thereof, at their sole cost.

Section 3. Owner Failures. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Condominium Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board in its sole and unfettered discretion.

ARTICLE X

UTILITY SERVICES

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost that is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items

(exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

- (a) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (b) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;
- (c) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first Mortgagee named in the mortgage clause at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's Mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;
- (d) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;
- (e) be paid for by the Association, as a common expense;
- (f) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;
- (g) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association; and
- (h) be primary, even if a Unit Owner has other insurance that covers the same loss.

Except as hereinafter provided, the cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit Owner shall, promptly upon receipt of an invoice for that Unit Owner's share of the premium for that insurance, pay that Unit Owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit Owner's share shall be determined by multiplying the premium being apportioned by that Owner's Unit's undivided interest in the Common Elements. If that premium is not paid by the Unit Owner, it shall constitute a Special Individual Assessment. In addition, and notwithstanding the foregoing, if the Board determines that any portion of the cost for such insurance (or liability insurance, hereafter described) is attributable to a particular use by any Unit Owner of the Owner's Unit, the excess cost shall be charged to the Owner or Owners of that Unit and constitute a Special Individual Assessment against that Owner or Owners and that Unit.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, Unit Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit. The Owner or Owners of each Unit shall maintain such liability insurance with respect to their Unit as they may

determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit.

Section 3. Fidelity Coverage. Unless the Unit Owners determine otherwise, the Board shall obtain or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. The Owner or Owners of each Unit shall maintain such liability insurance with respect to their Unit as they may determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment,

then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments.

Section 10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE AND RESTORATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of the building, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore. The Association may, with the consent of all Unit Owners, and the consent of Eligible Mortgagees as hereinafter provided, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units. In such an event, all of the Condominium Property shall be sold as upon partition or as all Unit Owners agree. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale of the Condominium Property, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees

as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, the right of the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by all Unit Owners, and the consent of Eligible Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, a Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any Unit Owner or that Unit Owner's mortgagee, there shall be allocated and disbursed from such award or proceeds, to that Unit Owner and that Unit Owner's respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of that Unit Owner's Unit. Thereupon, such Unit or Units, and the Unit Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, to and from a public street, or to the common parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Unit Owner's Unit and the officers, employees, licensees and invitees of that Occupant. The Unit Owner of Unit C, and its agents, employees, guests and invitees, shall have a perpetual non-exclusive easement for purposes of ingress across the lobby area and hallway of Unit B required to access Unit C.

Section 2. Easements for Encroachments. Each Unit and the Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the

Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its heirs, personal representatives, successors and assigns, over and upon the Common Elements as follows:

- (a) until all Units and the Common Elements have been fully completed, for access to and for the purpose of completing improvements provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;
- (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers; and
- (c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto and or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, sprinkler systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Unit Owners and Occupants.

Section 5. Easement for Support. Every portion of the building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of the building all other such utility lines, improvements and other portions of the Condominium Property.

Section 6. Easements for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Unit Owner other than Declarant is to be charged Assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first Assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association including any costs to be paid by the Association for services and owed pursuant to the provisions of the existing Restrictions previously described;

b. that period's estimated costs for insurance and bond premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

e. if, but only if, the Board, in its sole and unfettered discretion, and without vote of Unit Owners, so determines an amount to create or augment an existing reserve for the cost of

unexpected repairs and replacements and for the long term repair and replacement of major capital improvements; and

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

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the Operating Assessment for each separate Unit. For administrative convenience, any such Assessment may be rounded so that installments will be in whole dollars.

(iii) The Operating Assessment shall be payable in advance, in equal monthly, quarterly, or semi-annual installments, as the Board may from time to time determine, in its sole discretion, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual increments. The due dates of any such installments shall be established by the Board, or if it fails to do so, an equal monthly pro rata share of the Operating Assessment for a Unit shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against the Units, Declarant shall pay the same (subject to its right to reimbursement from the Association).

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

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, in any fiscal year, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that funds of the Association are insufficient, provided that new capital improvements not replacing existing improvements (except new Common Element capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the consent of all Unit Owners.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit or Units, and the Unit Owner or Unit Owners thereof, to reimburse the Association for those

costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Unit Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit and Owners of that Unit that Unit's share of such real estate taxes and assessments as a Special Individual Assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in the Common Elements attributable to that Unit. The calculation by the Association of the Units and the Owners shares of taxes and assessments shall be binding upon all Unit Owners.

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

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

(a) If any Assessment, any installment of an Assessment, or any portion of any installment of an Assessment is not paid within ten (10) days after the same is due, the entire unpaid balance of the Assessment immediately becomes due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any Assessment, any installment of an Assessment, or any portion of any installment of an Assessment is not paid within ten (10) days after the same is due, the Board, at its option, and without demand or notice, may charge (i) interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of ten percent (10%) per annum, (ii) a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) the cost of collection, including reasonable attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such Assessment is made.

(d) At any time after an Assessment, any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that Assessment, interest, late fees, collection costs and expenses, including reasonable attorney fees, and court costs and filing fees ("collection costs") may be filed with the Knox County Recorder, at the option of Board, or if there are only two Units, by or at the option of the owner or owners of the other Unit. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association. If the president is the defaulting owner, or no owner has been appointed president, then any owner

of the other Unit or Units shall be considered for these purposes to be, and may sign the certificate as the "designated representative" of the Association.

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

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

(g) Each such Assessment together with collection costs shall also be the joint and several personal obligations of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that Unit Owner or Unit Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, at the option of the Unit Owner or Unit Owners of a Unit or Units who are not in default with regard to such matter, may file a lien or liens to secure payment of Assessments, bring an action at law against the Unit Owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Unit Owner or Unit Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(j) No Unit Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Unit Owner's Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium, and to continue to provide utility and security service, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Notwithstanding any of the foregoing, in the event that a Unit is delinquent in the payment of assessments, the voting rights of the Director for that Unit shall be suspended for the purposes of voting on the imposition of late charges and interest, the filing of a lien and/or the institution of a foreclosure complaint or other collection action for the purposes of collecting the delinquent assessments.

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies

provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit 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 Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its Unit Owners during the foreclosure action.

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

ARTICLE XVI

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) Assessments, Assessment liens, or subordination of such liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements, or rights to their use; (vi) boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bonds; (x) leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Unit Owner's Unit; (xii) professional management; (xiii) restoration or repair of the Condominium Property; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to its mortgage, when the default remains uncured for a period of sixty (60) days; (iii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage; (iv) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (v) times and places of Unit Owners' meetings. An insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it insures or guarantees the mortgage shall be entitled to timely written

notices of the events described in this subsection (c) and of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice pursuant to the provisions of subparagraphs (a) or (b) of Section 1 of this Article may be taken without the consent of Eligible Mortgagees of Units to which at least fifty-one percent (51%) of the votes subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect shall be taken without the consent of Eligible Mortgagees of Units to which at least seventy-five percent (75%) of the votes subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XVII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents), or termination of the Condominium, shall, in addition to the consents required of Eligible Mortgagees, if any, as hereinbefore provided, require the consent of Unit Owners entitled to exercise not less than one hundred percent (100%) of the voting power of all Unit Owners. Notwithstanding the foregoing, in any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(a) to Declarant, for so long as a Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (i) 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 a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (ii) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than a Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(b) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

(i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

(ii) to bring the Declaration into compliance with the Condominium Act;

(iii) to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

(iv) to designate a successor to the Person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees hereinbefore required or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to

authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Knox County Auditor and Recorder.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association, or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intention tortious act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means. Notwithstanding the foregoing, the Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by a Declarant.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

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

[Signature Page Follows]

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 9
day of November, 2023.

S.M. PROPERTIES OF MT. VERNON, LLC
an Ohio limited liability company

By Simone A Moore
Simona Moore, Authorized Signor

STATE OF OHIO
COUNTY OF Knox, ss.

This instrument was acknowledged before me this 9 day of November, 2023
by Simona Moore, authorized signor of S.M. Properties of Mt. Vernon, LLC, an Ohio limited liability
company, on behalf of said limited liability company.

No oath or affirmation was administered as part of this notarial act.



ASHLEY N MOORE
Notary Public
State of Ohio
My Comm. Expires
September 18, 2028

Ashley N Moore
Notary Public

EXHIBIT A
SOUTH MULBERRY STREET
PROFESSIONAL CONDOMINIUM
0.525 ACRES

Situated in the State of Ohio, County of Knox, City of Mount Vernon, being part of United States Military Lands, all of Lots 154, 155 and part of lot 156 of the Original Plat of The City of Mount Vernon, as shown and delineated in Plat Book L, Page 134, as conveyed to S.M. Properties of Mt. Vernon, LLC, by deed of record in Official Record 1520, Page 191, Recorder's Office, Knox County, Ohio, and being bounded and more particularly described as follows:

Beginning, at a MAG nail set, at the northeasterly intersection of West Ohio Avenue (66 feet wide) and South Mulberry Street (66 feet wide), and the southwesterly corner of said lot 154;

Thence North 03°54'55" East, a distance of 165.31 feet, along the westerly line of said lots 154, 155 and 156, and the easterly line of said South Mulberry Street, to a MAG nail found, at the northwesterly corner of said S.M. Properties of Mt. Vernon, LLC tract, and the southwesterly corner of a tract of land conveyed to Beech Properties LLC, by deed of record in Official Record 1679, Page 102;

Thence South 86°10'44" East, a distance of 138.29 feet, along the line common to said S.M. Properties of Mt. Vernon, LLC and Beech Properties LLC tracts, to a MAG nail set, at the easterly common corner of said S.M. Properties of Mt. Vernon, LLC and Beech Properties LLC tracts, on the easterly line of said lot 156, and on the westerly line of Plum Alley (16.5 feet wide);

Thence South 03°52'49" West, a distance of 165.31 feet, along the easterly line of said lots 156, 155 and 154, and along the westerly line of said Plum Alley, to a MAG nail set, at the northwesterly intersection of said West Ohio Avenue and said Plum Alley, and the southeasterly corner of said lot 154;

Thence North 86°10'44" West, a distance of 138.39 feet, along the southerly line of said lot 154, and the northerly line of said West Ohio Avenue, to the **Point of Beginning**, containing 0.525 acres, of which 0.105 acres being in Parcel No. 66-03024.000, 0.210 acres being in Parcel No. 66-03025.000 and 0.210 acre being in Parcel No. 66-03027.000, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (CORS). Said bearings originated from a field traverse which was referenced to said Coordinate System by GPS observations and observations of selected stations in the Ohio Department of Transportation Real-Time-Network. The portion of the easterly line of South Mulberry Street, having a bearing of North 03°54'55" East and monumented as shown hereon, is designated the "basis of bearing" for this description.

All rebar set are 5/8 inch DIA. 30 inches in length, with a red plastic cap stamped with the name "Landmark Survey".

The above description is based on an actual field survey performed in June of 2023.



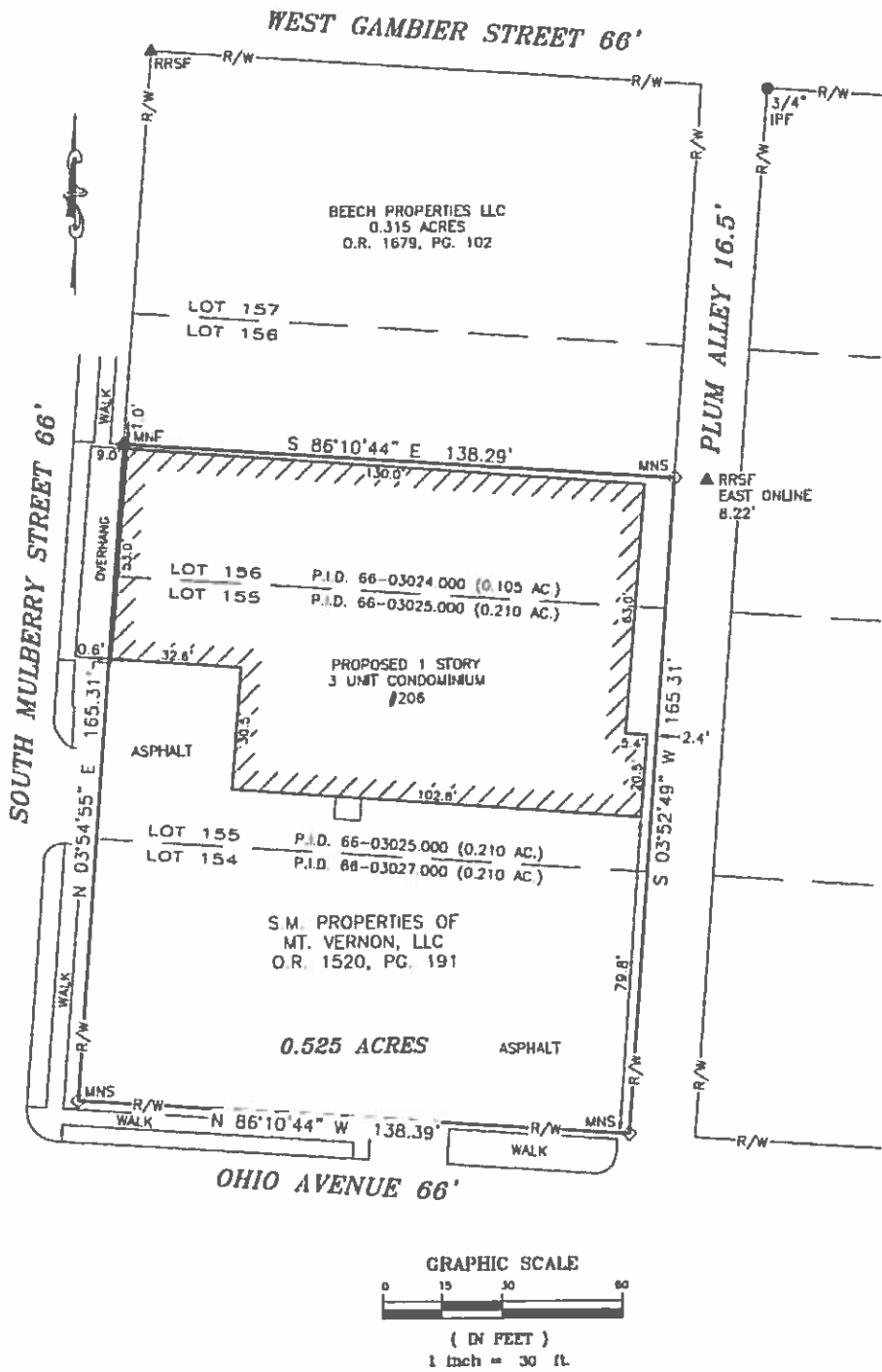
LANDMARK SURVEY GROUP, INC.

Scott D. Grundei 1/30/24
Scott D. Grundei, P.S. Date
Registered Surveyor No. 8047

Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)

EXHIBIT B
DECLARATION OF CONDOMINIUM
SOUTH MULBERRY STREET PROFESSIONAL CONDOMINIUM

Condominium Property – Sketch Plot Plan



Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)

EXHIBIT C

DECLARATION OF CONDOMINIUM
SOUTH MULBERRY STREET PROFESSIONAL CONDOMINIUM

<u>Unit Information</u>			
<u>Unit Designation</u>	<u>Unit Address</u>	<u>Approx. Int. Sq. Ft.</u>	<u>Undivided Interest ^a</u>
Unit A	206 South Mulberry Street, Unit A	2,008	25.106%
Unit B	206 South Mulberry Street, Unit B	2,647	33.096%
Unit C	206 South Mulberry Street, Unit C	3,343	41.798%
			Total: 100.000%

Comment:

^a Undivided interest based upon each Unit's approximate interior square footage as shown on the Drawings.

Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)

BYLAWS
(Code of Regulations)
OF
SOUTH MULBERRY STREET PROFESSIONAL CONDOMINIUM ASSOCIATION

Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)

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BYLAWS
(Code of Regulations)
OF
SOUTH MULBERRY STREET PROFESSIONAL CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners exercising not less than twenty-five percent (25%) of the voting power of Unit Owners.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the members shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners 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 Unit Owners, Unit Owners

and their agents and representatives (other than a Declarant and one of its successors and assigns so long as a Declarant owns a Unit or Units in the Condominium) in these instances:

(a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the 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 Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the Unit Owners of the undivided fee simple interest in that Unit may from time to time determine. If the owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no votes shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire votes with respect to that Unit. The Board, from time to time, may suspend the right of the Unit Owner or Unit Owners of a Unit to cast votes with respect to that Unit if assessments with respect to that Unit are overdue, or there is at that time, with respect to the Unit Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, the vote of Unit Owners exercising a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be required to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents, by law, or by rule adopted by the Unit Owners.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of the owners of all Units or their proxies.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles.

Section 2. Successor Directors. There shall initially be a total of three Directors, each one appointed by Declarant. Upon conveyance of a Unit, the new Unit Owner or Unit Owners shall designate a Director to replace the Director previously designated with respect to that Unit, with the result being that the number of Directors shall always equal the number of Units in the

Condominium. Each Director so designated shall serve as a Director until the Unit Owner or Unit Owners who designated that Director designate another person or convey his, her, its or their Unit. A Director may be removed, with or without cause and at any time, only by the Unit Owner or Unit Owners that appointed him or her.

Section 3. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director.

Section 4. Qualification. To qualify for appointment as a Director, the appointed Director shall be an individual who is a Unit Owner or Co-owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer or employee of an entity or other organization that is a Unit Owner.

Section 5. 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.

Section 6. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by a majority of the Directors, after not less than three days notice to each Director.

Section 7. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 8. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, a vote of a 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, in person or by participation as provided in Section 7 above, shall be sufficient to determine that matter.

Section 9. 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.

Section 10. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect Assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration, and adopt and publish rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a

period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(h) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

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

(j) borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to Association Assessments or other future income, as might be necessary or desirable in the judgment of the Board to obtain any such loan; and

(k) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 11. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing not less than a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Unit Owner's Unit as an agent of that Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

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

(e) cause an annual budget to be prepared, and amendments thereto as needed;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(h) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

- (i) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and
- (j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Unit Owners written notice of the proposed Assessment that includes:

- (i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;
- (ii) the amount of the proposed Special Individual Unit Assessment;
- (iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and
- (iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, personally to an Occupant of that Unit Owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

Section 12. 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 no agreement for professional management shall extend more than ninety (90) days, and no other contract except for necessary utility services, shall extend more than one year, subsequent to the assumption of control of the Association by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein 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, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member or Director of the Association. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board appoints their successors.

Section 3. Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 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 on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 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, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint such committees as it deems appropriate in carrying out its purposes.

ARTICLE 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 Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, 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, 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 the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, at the expense of the Association, in the following circumstances:

(a) to each requesting Unit Owner, within a reasonable time after request upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

(b) to each institutional holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the request of such requesting party.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the 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.

ARTICLE X

INDEMNIFICATION

Section 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.

Section 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 (including attorney's fees) actually and reasonably incurred by that individual in connection with the defense 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 of common pleas or 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 as the court of common pleas or such other 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.

Section 3. Other Determinations of Rights. Unless ordered by a court, any indemnification under Sections 1 and 2 of this Article 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 Sections 1 and 2 of this Article. 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 Sections 1 and 2 of this Article, or (b) by the members by majority vote.

Section 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 Sections 1 and 2 of this Article

who may be indemnified, or is or was serving at the request of the Association as a 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.

Section 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.

Section 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 a 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 a individual.

Section 7. Purchase of Insurance. The Association may 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 Article or Chapter 1702 of the Ohio Revised Code.

ARTICLE XI

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 9th day of November, 2023.

S.M. PROPERTIES OF MT. VERNON, LLC,
an Ohio limited liability company

By Simona Moore
Simona Moore, Authorized Signor

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Attachment: south_mulberry_street_professional_condominium_dec_bylaws (3979 : 2024-Mpc-05)