

*Monroe Crossings*  
*Homeowners Association, Inc*

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND RESERVATION OF  
EASEMENTS**

**(Please keep these documents with your deed in a safe place for ready reference.)**

- Defines the Association and its legal basis.
- Defines membership and voting rights.
- Defines dues & financial obligation of members
- Defines architectural control for new homes and modifications to existing homes.
- Defines rules of operation for the Association and its governing Board of Trustees.
- Defines the composition of the Board and how the members are elected.

**PRIOR APPROVAL REQUIRED FOR:**

- Basketball Hoops, Swing Sets, and Play Gyms
- Fences, Storage Buildings, Pools
- Outside Lighting

**RESTRICTIONS ON:**

- Signs
- Auto, Trucks, RVs, Boats, Travel Trailers
- Garage Sales

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is the owner of certain real estate in The City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and in accordance with the agreements contained in the PUD Plan, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

1.1. **Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.

1.2. **Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

1.3. **Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.4. **Association.** "Association" means Monroe Crossings Homeowners Association Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees acting on behalf of the Association.

1.5. **Board.** "Board" shall mean the Board of Trustees of the Association.

1.6. **Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.7. **Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

**TRANSFER NOT NECESSARY**

**KAY ROGERS**  
BY  DEPT.

**AUDITOR, BUTLER CO., OHIO**

**1.8. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

**1.9. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

**1.10. Declarant.** "Declarant" means Monroe Crossings, Inc., an Ohio corporation, is the Declarant.

**1.11. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association Inc., including any amendments hereto.

**1.12. Development Rights.** "Development Rights" means the rights reserved by the Declarant pursuant to Article XII.

**1.13. Dwelling Unit.** "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single family residence.

**1.14. Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

**1.15. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.

**1.16. Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

**1.17. Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

**1.18. Property.** "Property" or "Properties" means the real estate described in Exhibit "A" attached hereto and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.

**1.19. PUD Plan.** "PUD Plan" means the Monroe Crossing Master Planned Unit Development Agreement, dated December 10, 2002 and attached hereto as Exhibit D.

**1.20. Record Plan.** "Record Plan" means the record plat for Monroe Crossings Subdivision, Phase One, Plat Envelope \_\_\_\_\_ Butler County Recorder's Plat Records.

**1.21. Special Declarant Rights.** "Special Declarant Rights" means the rights reserved by the Declarant in Article XIII.

**1.22. Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

## ARTICLE II

### LOTS AND PUD PLAN

**2.1. Description of Lot Boundaries.** The boundaries of the Lots shall be those as set forth on the Record Plan.

**2.2. Sections.** Initially there will be two separate sections varying by Lot sizes within the Property. The Lots in Phase Two, Block A are approximately eighty feet in front with one hundred forty feet in depth. The Lots in Phase Two, Block B are approximately sixty-five feet in front with one hundred thirty feet in depth. Except for the requirements of the PUD Plan, Declarant reserves the right to provide different architectural standards for the different size Lots. Other sections may be added with different Lot sizes and architectural standards.

**2.3. PUD Plan.** The Property, the Lots and the Additional Land shall be developed in conformance with the PUD Plan, which shall be enforceable by the City of Monroe.

## ARTICLE III

### ALLOCATION OF ALLOCATED INTERESTS

**3.1. Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

**3.2. Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

## ARTICLE IV

### COMMON ELEMENTS AND EASEMENTS

**4.1. Description.** The Common Elements shall be any portion of, or interest in, the Property, other than a Lot, owned by the Association. The Common Elements will include, but not be limited to, hiker biker paths, open space lots and pocket parks, entrance structures, screening easements, and mounding along the north side of Crossings Boulevard.

**4.2. Easements.** The Lots and Common Elements shall include certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

**4.2.1. Enjoyment.** The Property shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

**4.2.2. Drainage.** The Property shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

**4.2.3. Utilities.** The Lots shall be subject to easements as shown on the Record Plan.

**4.2.4. The City of Monroe.** A non-exclusive easement is granted to the The City of Monroe, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

**4.3. Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in be accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

**4.4. Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

**4.4.1.** Restrictions set forth in this Declaration.

**4.4.2.** Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

**4.4.3.** The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

**4.4.4.** The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

4.4.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

4.4.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.4.7. All rights granted to the Association in this Declaration.

## ARTICLE V

### SURFACE WATER MANAGEMENT

5.1. **Surface Water Management System.** The Surface Water Management System shall consist of the drainage easements delineated as "Dr. E." on the Record Plan. The City of Monroe shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by The City of Monroe or Butler County.

5.2. **Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to each Owners and shall benefit all Owners.

5.3. **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the City of Monroe, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

5.4. **Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by The City of Monroe or Butler County. If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that portion shall promptly cause it to be repaired.

5.5. **Restriction on use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

ARTICLE VI

OWNERS ASSOCIATION

**6.1. Formation.** The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Monroe Crossings Homeowners Association Inc. The purposes of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

**6.2. Membership.** The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

**6.3. Powers of the Association.** Subject to Special Declarant Rights hereinafter set forth in Article XIII, the Association may:

6.3.1. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

6.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.4. hire and discharge managing agents and other employees, agents and independent contractors;

6.3.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.6. make contracts and incur liabilities;

6.3.7. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.8. cause additional improvements to be made as part of the Common Elements;

6.3.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.10. grant easements, liens, licenses and concessions through or over the Common Elements;

6.3.11. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

6.3.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations, and the rules and regulations of the Association;

6.3.13. impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.14. provide for indemnification of its officers and board of trustees and maintain directors' and officers' liability insurance;

6.3.15. assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

6.3.16. exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

6.3.17. exercise all other powers that may be exercised in this state by nonprofit corporations;

6.3.18. exercise any other powers necessary and proper for the governance and operation of the Association.

6.4. **Voting Rights.** Subject to Special Declarant Rights as set forth in Article XIII, Members shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5. **Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. **Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not



dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

**6.7. Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

**6.8. Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

## ARTICLE VII

### ASSESSMENTS

**7.1. Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

**7.2. Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

**7.3. Annual General Assessment.** There is hereby established an "Annual General Assessment" for the purpose of funding the Common Expenses of the Association. The Common Expenses shall include among other things, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative,

accounting, legal and management fees; (5) and all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

**7.4. Individual Assessment.** The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

7.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

7.4.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.4.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.4.4. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

**7.5. Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from the Declarant, the purchaser of such Lot shall be assessed the sum of \$100.00 as such purchaser's initial capital contribution to the working capital fund of the Association. This Assessment shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Declarant shall be subject to or required to pay such Working Capital Fund Assessment.

**7.6. Special Assessment.** There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

**7.7. Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay the Annual General Assessment.

**7.8. Maximum Annual Assessment.** Beginning with the recording of this Declaration and until December 31, 2004, the maximum Annual General Assessment shall be \$150.00 Dollars. Beginning with Assessments levied as of January 1, 2005, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

**7.9. Allocation of Assessments.** The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability.

**7.10. Lien for Assessments.** The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

**7.10.1. Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

**7.10.2. Effective Dates.** The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

**7.10.3. Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

**7.10.4. Notice of Lien.** The Association may file a notice of lien with the Recorder of Butler County. Such notice shall not be required for the Association to enforce its lien.

**7.10.5. Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

**7.10.6. Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

**7.10.7. Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

**7.10.8. Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

**7.11. Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

**7.12. Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A

foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**7.13. Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

**7.14. Statement of Unpaid Assessments.** The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

**7.15. No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall be obligated to pay Common Expenses.

**7.16. Loan.** In the event that sufficient funds are not on hand to pay Common Expenses as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the prime rate charged by U.S. Bank at the time said loan is made.

## ARTICLE VIII

### UPKEEP OF THE PROPERTY

**8.1. Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties.

**8.2. Common Elements.** The Association shall maintain the Common Elements. The Association shall maintain the entrance structure and flagpole at the main entrance to the Property. The Association may enter into agreements with adjacent property owners for maintenance of common landscaping that is not part of the Common Elements.

**8.3. Association's Right to Maintain** If an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure (and after being provided an opportunity to be heard concerning such failure), the Association shall have the right, through its agents and employees, to enter upon Owner's Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need

be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

**8.4. Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

## ARTICLE IX

### RESTRICTIONS

**9.1. Use and Occupancy.** The following restrictions are applicable to the use and occupancy of the Property.

**9.1.1. Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Property shall be observed and complied with, by and at the expense of all Owners and Occupants.

**9.1.2. Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of law, order, rule, regulation or requirement of any applicable government or governmental agency.

**9.1.3. Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**9.1.4. Signs.** No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the rules and regulations established by the Association.

Declarant reserves the right to restrict Builder signs on the Lots and the Common Elements.

**9.1.5. No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

**9.1.6. Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

**9.1.7. Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed forty-eight (48) hours for the purpose of cleaning, loading or unloading.

**9.1.8. Animals.** The maintenance, keeping, boarding or raising of animals of any kind, regardless of number, is prohibited on any Lot except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can

control the pet and unless carried or leashed. All Owners and Occupants shall promptly clean up after their pets. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

**9.1.9. Open Fires.** Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

**9.2. Architectural Restrictions.** The following architectural restrictions shall be applicable to the Lots.

**9.2.1. Plan Approval.** No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration or the PUD Plan.

**9.2.1.1. Declarant's Plan Approval Period.** Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Properties. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

**9.2.1.2. Design Guidelines.** The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and



review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

**9.2.1.3. Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Properties. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

**9.2.1.4. Association's Right of Plan Approval.** After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association.

**9.2.1.5. No Liability.** Each Owner and Builder are responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

**9.2.2. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling with an attached garage for at least two cars.

**9.2.3. Dwelling Floor Areas.** The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines.

**9.2.4. Roof Requirements.** The roof and gables of each Dwelling Unit shall be in accordance with the Design Guidelines

**9.2.5. Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan, the Design Guidelines and as required by applicable codes, ordinances and regulations. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

**9.2.6. Front Yards and Driveways.** Front yards shall be landscaped within ninety (90) days after closing, weather permitting. All driveways shall be paved with concrete, brick or paving stone.

**9.2.7. Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

**9.2.8. Exterior Siding.** Any wooden sheeting materials must have prior approval.

**9.2.9. The City of Monroe Requirements for Dwelling Units.** The following restrictions are applicable to the Property and cannot be amended or altered without consent of the The City of Monroe Planning Commission. **Declarant reserves the right to impose stricter restrictions than these required by the city.**

**9.2.9.1. One And A Half And Two-Story Dwellings.** All one and a half and two-story Dwelling Units shall conform to the following building material and architectural specifications. The entire first floor portion of the front and side exterior wall areas of each Dwelling Unit shall be constructed of the following materials: brick, stone, cultured stone, cement siding, Hardy plank, and stucco and dryvit materials. All other exterior wall areas of the Dwelling Unit may be constructed of other building materials. The areas of the Dwelling Unit expressly excluded from the materials stated above are expressly limited to: the rear exterior wall area, the exterior wall area above the first floor on the front and side exteriors of the Dwelling Unit and any exterior areas of the dwelling where normal building practices prohibit the use of the materials stated above: (gas fireplace insert cantilever, gables, overhangs, kitchen and other bays, and other types of protrusions that are not reasonably practical to use the materials stated above).

**9.2.9.2. One Story Dwelling Units.** All one-story Dwelling Units shall conform to the following building material and architectural specifications. The entire exterior wall area of a one-story Dwelling Unit consisting of the front, sides and rear walls shall be constructed of the following materials: brick, stone, cultured stone, cement siding, Hardy plank, stucco and dryvit materials. The areas of the Dwelling Unit expressly excluded from the materials stated above are expressly limited to: any exterior wall areas of the Dwelling Unit where normal building practices prohibit the use of the materials stated above including: (gas fireplace insert cantilever, gables, overhangs, kitchen and other bays, and other types of protrusions that are not reasonably practical to use the materials stated above).

**9.2.9.3. All Dwelling Units.** A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a Dwelling

Unit. All overhead garage doors shall be constructed using a raised panel door design. No Dwelling Unit shall be constructed with aluminum windows or aluminum primary exterior doors. All potential below grade living areas shall be constructed with poured concrete walls. All Dwelling Units shall be constructed using a minimum 5/12 pitched roof design including the roof area located over the garage. The roof area located over the porch and entrance portions of the Dwelling Unit may be constructed using a minimum 4/12 pitch design. The entire exterior areas of chimneys used for masonry wood-burning open flame fireplaces shall be constructed of the permitted exterior materials provided for in Section 9.2.9.1 and 9.2.9.2.

**9.2.10. Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

**9.2.11. Radio and Television Antennas.** With the exception of eighteen inch home satellite dishes, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Design Guidelines. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

**9.2.12. Air Conditioning and Heat Pump Equipment.** Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

**9.2.13. Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

**9.2.14. Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

**9.2.15. Fences.** No fence of any sort, may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link fences shall not be permitted. Invisible pet fences are permitted.

**9.2.16. Other Structures.** No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in accordance with Section 9.2. Construction trailers and/or storage sheds shall be

permitted only during construction. Declarant reserves the right to prohibit all such structures and the right to prohibit such structures on certain Lots.

**9.2.17. Pools and Spas.** Pools, hot-tubs and spas must have prior approval in accordance with Section 9.2. In-ground swimming pools shall be permitted. No above ground swimming pools shall be permitted. All hot tubs and spas must be in-ground or if above ground incorporated into a deck with enclosed sides. All hot tubs and spas must be screened with a privacy fence in accordance with the Design Guidelines.

**9.2.18. Play Equipment and Basketball Hoops.** All play equipment and basketball hoops must comply with the Design Guidelines.

**9.2.19. Clothes Drying.** No outdoor close drying apparatus of any sort shall be permitted.

**9.2.20. Mailboxes, Lampposts.** All mailboxes and lampposts must be of standard design.

**9.2.21. Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

**9.2.22. Lot Maintenance.** All lots must be kept mowed and free of debris and clutter. During construction, each Owner and builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess any Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

**9.3. Remedies for Breach of Covenants and Restrictions.** The violation of any covenant or restriction, contained in this Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

**9.3.1. Actions.** The Board may take any or all of the following actions.

**9.3.1.1.** levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4.

**9.3.1.2.** to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. **Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. **Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

## ARTICLE X

### INSURANCE AND CASUALTY LOSSES

10.1. **Insurance.** The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board.

10.2. **Repair and Restoration.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a Special Assessment against all Owners. Additional Special Assessments may be levied at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

## ARTICLE XI

### CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

11.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least

seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## ARTICLE XII

### DEVELOPMENT RIGHTS

**12.1. Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners for a period of ten (10) years beginning with the date of recording of the Declaration. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements. During any Declarant Control Period, annexation of Additional Land shall require the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**12.2. Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

**12.3. Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

**12.3.1.** Easements for drainage and all utilities as shown on the Record Plan.

**12.3.2.** Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

**12.3.3.** An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

**12.3.4.** An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

**12.4. Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and

improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Butler County, Ohio

**12.5. Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

## ARTICLE XIII

### SPECIAL DECLARANT RIGHTS

**13.1. Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

**13.2. Signs and Marketing.** The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**13.3. Control of the Association.**

**13.3.1. Appointment of Trustees and Officers.** The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commence upon the recording of this Declaration and shall terminate no later than the earlier of.

**13.3.1.1.** sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

**13.3.1.2.** ten (10) years after recording of this Declaration.

**13.3.2. Transition from Declarant Control.** Not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder, one Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder at which time five (5) persons shall constitute the Board. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder, an additional Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder.

**13.3.3. Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove trustees and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

**13.4. Declarant's Personal Property.** The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**13.5. Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.



## ARTICLE XIV

## DURATION, AMENDMENT AND TERMINATION

**14.1. Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

**14.2. Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**14.2.1.** Except as provided in this Section 13.5, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

**14.2.2.** All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration.

**14.3. Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

**14.3.1. Consent Required.** This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners, and if during the Declarant Control Period, by consent the Declarant and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**14.3.2. Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the Butler County Recorder. This agreement shall be executed in the same manner as an amendment as provided above. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MISCELLANEOUS

15.1. **No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. **Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

15.3. **Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. **Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

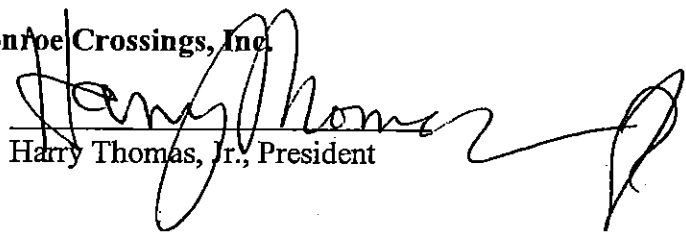
15.6. **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.7. **Conflict.** In the event of a conflict between a restriction, covenant, condition, easement or obligation herein and those of any instrument of the Association which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Monroe Crossings, Inc. has caused this Declaration to be signed by Harry Thomas, Jr., President, this 22 day of December, 2003.

Monroe Crossings, Inc.

by:

  
Harry Thomas, Jr., President

STATE OF OHIO )  
 )ss:  
COUNTY OF BUTLER )

The foregoing instrument was acknowledged before me, this 22 day of December, 2003, by Harry Thomas, Jr., President of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.



DEANNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 2008

*Deanna Jane Ricciardi*  
Notary Public, State of Ohio

**EXHIBIT A**  
**Lots to be submitted**

Situate in Section 35, Town 3, Range 3 City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600 inclusive of Monroe Crossings Subdivision, Phase One as recorded in Plat Envelope 3637, Pages A, B and C, Butler County Ohio Plat Records.

**EXHIBIT B**  
**Additional Land**

The Additional Land shall consist of the following described parcels, save and excepting the Lots described in Exhibit A, above.

Entire lot 2293 said lot is known and designated and recorded in Volume 5308, page 580 of the Official Records of Butler County, Ohio. Parcel number C1800-016-000-001.

**CODE OF REGULATIONS  
FOR  
MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
GENERAL**

**SECTION 1. Name and Nature of the Association.** The name of the Association shall be Monroe Crossings Homeowners Association, Inc., and shall be an Ohio nonprofit corporation.

**SECTION 2. Membership.** Each owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

**SECTION 3. Definitions.** The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded with the Recorder of Butler County in Official Record Volume 7286, page 1098 (the "Declaration"), unless the context shall prohibit.

**ARTICLE II  
MEETINGS OF MEMBERS**

**SECTION 1. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Trustees either in The City of Monroe, Butler County, Ohio or as convenient thereto as possible and practical.

**SECTION 2. Annual Meetings.** The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

**SECTION 3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Trustees or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

**TRANSFER NOT NECESSARY**

**KAY ROGERS**

BY L-8-04 Bel DEPT.

**AUDITOR, BUTLER CO., OHIO**

**SECTION 4. Notice of Meetings.** It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the special meetings, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

**SECTION 5. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

**SECTION 6. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

**SECTION 7. Voting Rights.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

**SECTION 8. Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

**SECTION 9. Majority of Owners.** As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

**SECTION 10. Quorum.** Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**SECTION 11. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

**SECTION 12. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

### ARTICLE III BOARD OF TRUSTEES

**SECTION 1. Governing Body.** Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees.

**SECTION 2. Number and Qualification of Trustees.** The Board of Trustees in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 of the Declaration. At such time as the Owners are entitled to elect one member of the Board, the Board of Trustees shall be expanded to consist of five (5) persons.



Except those appointed by the Declarant, all Trustees must be Owners. The spouse of an Owner is qualified to act as a Trustee if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

**SECTION 3. Nomination of Trustees.** Except for Trustees selected by the Declarant, nominations for election of the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**SECTION 4. Election of Trustees.** The Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

**SECTION 5. Term of Office; Resignations.** Except for those Trustees appointed by the Declarant, each Trustee shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Trustees shall be staggered with three (3) Trustees being elected in odd numbered years and two (2) Trustees being elected in even numbered years. The initial terms of the Trustees elected by the Owners shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify. In the event of death or resignation of a Trustee, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**SECTION 6. Compensation.** Members of the Board of Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

**SECTION 7. Removal of Trustees.** Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Trustees may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Trustees at meeting, a quorum being present.

**SECTION 8. Organization Meetings.** The first meeting of the members of the Board of Trustees following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**SECTION 9. Regular Meetings.** Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

**SECTION 10. Special Meetings.** Special meetings of the Board of Trustees shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

**SECTION 11. Notice of Meetings; Waiver.** Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee; (d) by facsimile transmission or (e) by electronic mail. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile transmission, or electronic mail shall be given at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice. Any Trustee may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Trustee at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

**SECTION 12. Quorum of the Board of Trustees.** At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business,

and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

**SECTION 13. Conduct of Meetings.** The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

**SECTION 14. Open Meetings.** All meetings of the Board of Trustees shall be open to all Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**SECTION 15. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**SECTION 16. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Trustees. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Properties within three (3) days after written consents of all the Board members have been obtained.

**SECTION 17. Voting By Trustees.** A Trustee who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

- a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
- b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after

adjournment of the meeting. This right of dissent or abstention shall not be available to a Trustee who votes in favor of the action taken.

#### ARTICLE IV OFFICERS

**SECTION 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Trustees may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Trustees.

**SECTION 2. Election; Term of Office; Vacancies.** The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

**SECTION 3. Removal.** Any officer may be removed by the Board of Trustees whenever in its judgment the best interests of the Association would be served thereby.

**SECTION 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance, management agent or both.

**SECTION 5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### ARTICLE V COMMITTEES

**SECTION 1. General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee be

composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

**SECTION 2. Executive Committee.** The Board of Trustees may, by resolution adopted or signed by all of the Trustees, appoint an Executive Committee to consist of three (3) Trustees. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Trustees for the operation and administration of the Association.

**SECTION 3. Architectural Review Committee.** The Board of Trustees may appoint an Architectural Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

## ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

**SECTION 1. Adoption of Budget.** It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

**SECTION 2. Capital Budget and Contribution.** The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

**SECTION 3. Petition for Reconsideration of Budget Increase.** If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.7 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous years budget.

**SECTION 4. Failure to Adopt Budget.** The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

**SECTION 5. Computation of Assessments.** The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

**SECTION 6. Payment, Delinquency and Acceleration.** Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

**SECTION 7. Remedies for Default.** If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

## ARTICLE VII MISCELLANEOUS

**SECTION 1. Fiscal Year.** The Association may adopt any fiscal year as determined by the Board.

**SECTION 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

**SECTION 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

**SECTION 4. Books and Records.**

**Inspection by Members.** The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Butler County, Ohio, as the Board shall prescribe.

**b. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

**i.** notice to be given to the custodian of the records by the Members desiring to make the inspection;

**ii.** hours and days of the week when such inspection may be made;  
and

**iii.** payment of the cost of reproducing copies requested by a Member.

**c. Inspection by Trustees.** Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

**SECTION 5. Notices.** Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, facsimile, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid:

if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

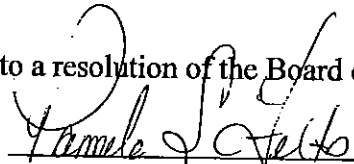
if to the Association, the Board of Trustees, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

**SECTION 6. Amendment.** Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners. During

such time as the Declarant has the right to appoint Trustees of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Code of Regulations which unreasonably impact Declarant's ability to sell Lots. Likewise, during such period, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**SECTION 7. Financial Review.** A review of the accounts of the Association shall be made annually in the manner as the Board of Trustees may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted this 7<sup>th</sup> day of January, 2004, pursuant to a resolution of the Board of Trustees.

  
\_\_\_\_\_  
Secretary



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**FIRST AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration, Article XIII, Section 13.5, provides that it may be amended by the Declarant without a vote of the Owners for the purpose making nominal changes, clarifying Declarant's original intent and making changes necessary or desirable to meet the requirements of the secondary mortgage market; and

*Whereas*, the Declaration was recorded with the wrong legal description in Exhibit A; and

*Whereas*, Declarant desires to amend the Declaration pursuant to Article XIII, Section 13.5 to include the correct legal description; now therefore

*In consideration* of the above-described premises, and pursuant to Article XIII, Section 13.5, of the Declaration, the Declarant makes the following amendments:

- I. **Deletion of Property.** The property described in Exhibit A, herein and described in Exhibit A of the Declaration is hereby deleted and the property described shall not be subject to any of the terms, conditions, easements, covenants and assessments set forth therein.

**TRANSFER NOT NECESSARY  
KAY ROGERS  
BY 1-8-04 Pal DEPT:  
AUDITOR, BUTLER CO., OHIO**

- II. **Annexation.** Pursuant to Article XII, Section 12.i, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- III. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 7<sup>th</sup> day of January, 2004.

Monroe Crossings, Inc.

by: *Harry Thomas Jr.*  
Harry Thomas Jr., President

STATE OF OHIO            )  
  )        ss,  
COUNTY OF BUTLER    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2004 by Harry Thomas Jr., President of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

*Pamela S. Felts*  
Notary Public, State of Ohio



Instrument Prepared By: James A. Matre, Attorney at Law

**PAMELA S. FELTS**  
Notary Public, State of Ohio  
My Commission Expires Sept. 12, 2005

EXHIBIT A

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600, as shown on the Record Plat for Monroe Crossings Subdivision, Phase One, Plat Envelope 3637 ABC, Butler County Records Plat Records.

EXHIBIT B

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 441 through 445, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block A, Plat Envelope 3638 AB, Butler County Records Plat Records.

**TRANSFER NOT NECESSARY**  
KAY ROGERS  
BY 3-17-2004 DEPT.  
AUDITOR, BUTLER CO., OHIO

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 2, BLOCK B**



**BK: 7327 PG: 552**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.



III. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.

IV. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

V. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

IN WITNESS WHEREOF, Declarant has signed this Amendment this 15<sup>th</sup> day of March, 2004.

Monroe Crossings, Inc.

by: Deanna J. Ricciardi, Secretary  
Deanna J. Ricciardi Secretary

STATE OF OHIO            )  
  )  
  )        ss,  
COUNTY OF BUTLER    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2004 by Deanna J. Ricciardi, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

Pamela S. Felys  
Notary Public, State of Ohio



Instrument Prepared By: James A. Matre, Attorney at Law

PAMELA S. FELYS  
Notary Public, State of Ohio  
My Commission Expires Sept. 12, 2005



EXHIBIT A

**BK: 7327 PG: 554**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4456 through 4526, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block B, Plat Envelope 3662 AB, Butler County Records Plat Records.



BK: 7415 PG: 1488

200400061506  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY H CRANK  
08-05-2004 At 08:43:47 a.m.  
DECLARATION 36.00  
DR Book 7415 Page 1488 - 1490

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**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 2, BLOCK C**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.

**TRANSFER NOT NECESSARY**

KAY ROGERS  
BY 8-5-2004 DEPT:  
**AUDITOR, BUTLER CO., OHIO**



III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.

IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.

V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 4 day of August, 2004.

Monroe Crossings, Inc.

by: Deanna J. Ricciardi  
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )        ss,  
COUNTY OF BUTLER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2004 by Deanna J. Ricciardi, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.



PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 12, 2005

Pamela S. Felts  
Notary Public, State of Ohio

Instrument Prepared By: James A. Matre, Attorney at Law





EXHIBIT A  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4531 through 4583, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708, pgs A+B Butler County Records Plat Records.

EXHIBIT B  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4582 and 4583, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708, pgs A+B Butler County Records Plat Records.



BK: 7580 PG: 2326

200500043890  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
07-01-2005 At 08:22:09 am.  
DECLARATION 36.00  
OR Book 7580 Page 2326 - 2328

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK A**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.

**TRANSFER NOT NECESSARY**  
**KAY ROGERS**  
**DEPT 2-1057M**  
**AUDITOR, BUTLER CO., OHIO**



BK: 7580 PG: 2327

- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.
- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 29th day of June, 2005.

Monroe Crossings, Inc.

by: Deanna J. Ricciardi  
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )  
COUNTY OF BUTLER    )

ss,

The foregoing instrument was acknowledged before me this 29th day of June, 2005 by Deanna J. Ricciardi, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

Pamela S. Felts  
Notary Public, State of Ohio



Instrument Prepared By: James A. Matre, Attorney at Law

PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 12, 2005



**BK: 7580 PG: 2328**

**EXHIBIT A**  
**Property Submitted**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4796 through 4815, 4819 through 4836, 4874 through 4918, 4922 through 4968 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A,B,C,D, and E, Butler County Records Plat Records.

**EXHIBIT B**  
**Common Elements**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4816, 4817, 4818, 4919, 4920, 4921, 4969 and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A,B,C,D, and E, Butler County Records Plat Records.



BK: 7702 PG: 1418

200600011020  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
02-22-2006 At 08:32:12 am.  
DECLARATION 36.00  
OR Book 7702 Page 1418 - 1420

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**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK B**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.

TRANSFER NOT NECESSARY  
KAY ROGERS  
BY 2-22-06 RD DEPT.  
AUDITOR, BUTLER CO., OHIO



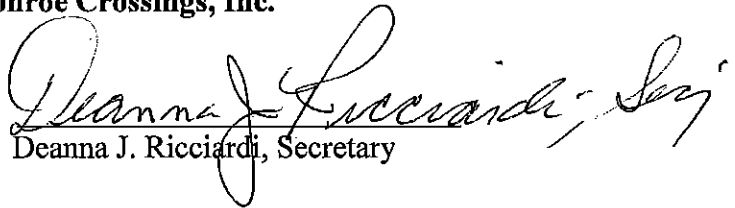
**IV. Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.

**V. Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

**VI. Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

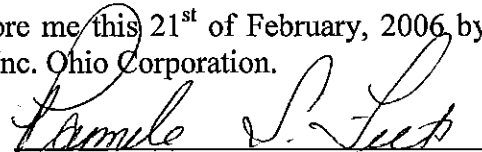
*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 21<sup>st</sup> day of February, 2006.

**Monroe Crossings, Inc.**

by:   
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )  
COUNTY OF BUTLER    )        ss,

The foregoing instrument was acknowledged before me this 21<sup>st</sup> of February, 2006 by Deanna J. Ricciardi, Secretary Monroe Crossings, Inc. Ohio Corporation.

  
Notary Public, State of Ohio



Instrument Prepared By: James A. Matre, Attorney at Law

PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 11, 2010



**BK: 7702 PG: 1420**

**EXHIBIT A**  
**Property Submitted**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4998 through 5032, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Plat Envelope 3935, Pages A and B, Butler County Records Plat Records.

**EXHIBIT B**  
**Common Elements**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4816, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A,B,C,D, and E, Butler County Records Plat Records.



BK: 7702 PG: 1421

200600011021  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY R CRANK  
02-22-2006 At 08:32:28 am.  
DECLARATION 36.00  
DR Book 7702 Page 1421 - 1423

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK C**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.

TRANSFER NOT NECESSARY  
KAY ROGERS  
BY 2-22-06 RD DEPT.  
AUDITOR, BUTLER CO., OHIO

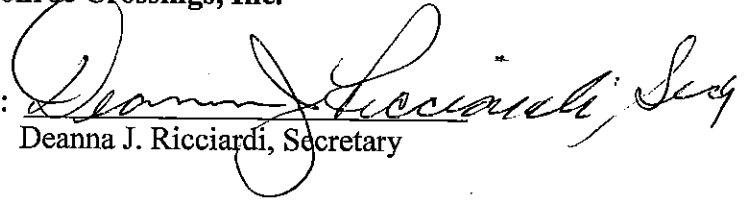




- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 21<sup>st</sup> day of February, 2006.

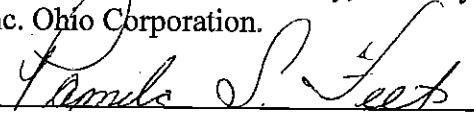
**Monroe Crossings, Inc.**

by:   
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )  
COUNTY OF BUTLER    )

ss,

The foregoing instrument was acknowledged before me this 21<sup>st</sup> of February, 2006 by Deanna J. Ricciardi, Secretary Monroe Crossings, Inc. Ohio Corporation.

  
Notary Public, State of Ohio

Instrument Prepared By: James A. Matre, Attorney at Law



PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 11, 2010



**BK: 7702 PG: 1423**

**EXHIBIT A**  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5033 through 5072, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Pages A and B, Butler County Records Plat Records.

**EXHIBIT B**  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5073, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Pages A and B, Butler County Records Plat Records.



BK: 7705 PG: 895

200600012538  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY W CRANK  
03-01-2006 At 08:41:32 am.  
DECLARATION 36.00  
DR Book 7705 Page 895 - 897

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK A**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.

TRANSFER NOT NECESSARY  
KAY ROGERS  
BY 3-1-06 MD DEPT.  
AUDITOR, BUTLER CO., OHIO



- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 28<sup>th</sup> of February, 2006.

Monroe Crossings, Inc.

by: *Deanna J. Ricciardi, Secretary*  
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )  
COUNTY OF BUTLER    )        ss,

The foregoing instrument was acknowledged before me this 28<sup>th</sup> of February, 2006 by Deanna J. Ricciardi, Secretary Monroe Crossings, Inc. Ohio Corporation.

*Pamela S. Felts*  
Notary Public, State of Ohio



Instrument Prepared By: James A. Matre, Attorney at Law

PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 11, 2010



BK: 7705 PG: 897

EXHIBIT A  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being lots replatted 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Pages A, Butler County Records Plat Records.

EXHIBIT B  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4816, 4817, 4818, 4819, 4920, 4969 and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A,B,C,D, and E, Butler County Records Plat Records.



BK: 7750 PG: 438

200600035630  
Filed for Record in  
BUTLER COUNTY, OHIO  
BANNY N CRANK  
06-06-2006 At 08:44:25 am.  
RESTRICTION 36.00  
OR Book 7750 Page 438 - 440

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK "D"**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. **Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.

TRANSFER NOT NECESSARY  
KAY ROGERS  
BY 6-6-06 RD DEPT.  
AUDITOR, BUTLER CO., OHIO



- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 5<sup>th</sup> day of June, 2006.

Monroe Crossings, Inc.

by: Deanna J. Ricciardi, Secy  
Deanna J. Ricciardi, Secretary

STATE OF OHIO            )  
  )  
COUNTY OF BUTLER    )        ss,

The foregoing instrument was acknowledged before me this 5<sup>th</sup> of June, 2006 by Deanna J. Ricciardi, Secretary Monroe Crossings, Inc. Ohio Corporation.

Pamela S. Felts  
Notary Public, State of Ohio

Instrument Prepared By: James A. Matre, Attorney at Law



PAMELA S. FELTS  
Notary Public, State of Ohio  
My Commission Expires Sept. 11, 2010

EXHIBIT A  
Property Submitted



**BK: 7750 PG: 440**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5075 through 5083 and 5085 through *5112 and 5210 through 5226* as shown on the Record  
Plat for Monroe Crossings Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A  
and B, Butler County Records Plat Records.

EXHIBIT B  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5084, as shown on the Record Plat for Monroe Crossings  
Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A and B, Butler County  
Records Plat Records.





Image ID: 00007182145 Type: OFF  
 Kind: DECLARATION  
 Recorded: 11/17/2008 at 10:15:26 AM  
 Fee Amt: \$36.00 Page 1 of 3  
 Workflow# 0000011552-0001  
 Butler County, Ohio  
 Dan Crank COUNTY RECORDER  
 File# 2008-00052817

BK 8062 PG 2305

**AMENDMENT TO THE DECLARATION  
 OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND RESERVATION OF EASEMENTS  
 FOR  
 MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration, Article XIII, Section 13.5, provides that it may be amended by the Declarant without a vote of the Owners for the purpose making nominal changes, clarifying Declarant's original intent and making changes necessary or desirable to meet the requirements of the secondary mortgage market; and

*Whereas*, the Declaration was recorded with certain typographical errors that did not conform to Declarant's intent; and

*Whereas*, Declarant desires to amend the Declaration pursuant to Article XIII, Section 13.5 to correct such errors; now therefore

*In consideration* of the above-described premises, and pursuant to Article XIII, Section 13.5, of the Declaration, the Declarant makes the following amendments:

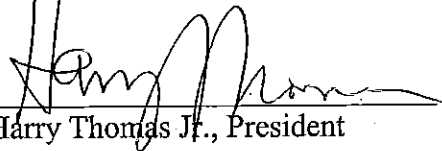

- I. **Correction of Typographical Errors.** The last sentence of Article VII, Section 7.5 is amended to read: Declarant shall not be subject to or required to pay such Working Capital Fund Assessment.

TRANSFER NOT NECESSARY  
 ROGER REYNOLDS CPA  
 BY 11-17-08 RF DEPT.  
 AUDITOR, BUTLER CO., OHIO

II. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

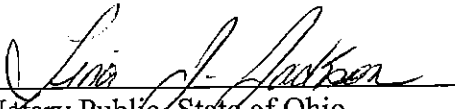
*IN WITNESS WHEREOF*, Declarant has signed this Amendment this \_\_\_\_ day of May, 2008.

Monroe Crossings, Inc.

by:   
Harry Thomas Jr., President 

STATE OF OHIO            )  
  )            ss,  
COUNTY OF BUTLER        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2008 by Harry Thomas Jr., President of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

  
Notary Public, State of Ohio

Instrument Prepared By: James A. Matre, Attorney at Law



TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2012



Image ID: 000007182146 Type: OFF  
Kind: DECLARATION  
Page 2 of 3  
File# 2008-00052817  
BK 8062 PG 2306

3B

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being more particularly described as follows:

Entire Lots 4998 thru 5032 as the same are known and designated on the recorded plat of Monroe Crossings, Phase 3, Block B, a subdivision located in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio as platted in Plat Envelope 3935, pages A and B of the Plat Records of Butler County, Ohio.

3C

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being more particularly described as follows:

Entire Lots # 5033 thru 5073 as the same are known and designated on the recorded plat of Monroe Crossings, Phase 3, Block C, a subdivision located in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio as platted in Plat Envelope 3937, pages A and B of the Plat Records of Butler County, Ohio.

Common Element lot #5073

3D

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being more particularly described as follows:

Entire Lots 5074 thru 5085 thru 5112 and Lots 5210 thru 5226 as the same are known and designated on the recorded plat of Monroe Crossings, Phase 3, Block D, a subdivision located in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio as platted in Plat Envelope 3964, pages A and B of the Plat Records of Butler County, Ohio.

Common Element lots #5074 & 5084



Image ID: 00007182147 Type: OFF  
Kind: DECLARATION

Page 3 of 3

File# 2008-00052817

BK 8062 PG 2307



Image ID: 00008094905 Type: OFF  
Recorded: 04/06/2012 at 09:16:18 AM  
Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000128872-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2012-00015690

BK **8434** PG **319**

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY 4/6/12/18 DEPT.  
AUDITOR, BUTLER CO., OHIO

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK D, SECTION 2

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.




- II. **Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lots described in Exhibit B are designated as Common Elements.
- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

**IN WITNESS WHEREOF**, Declarant has signed this Amendment this 5<sup>th</sup> day Of April, 2012.

Monroe Crossings, Inc.  
By: *Pamela S. Felts*  
Pamela S. Felts, Secretary

STATE OF OHIO        )  
                                  )  
COUNTY OF BUTLER )        ss,

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2012 by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

 *Tina J. Jackson*  
Notary Public, State of Ohio

TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2012

*prepared by Tina Jackson*



Image ID: 000008094907 Type: OFF

Page 3 of 3

File# 2012-00015690

BK **8434** PG **321**


**EXHIBIT A**  
**Property Submitted**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5228 through 5253 as shown on the Record Plat for Monroe Crossings  
Subdivision, Phase 3, Block D, Section 2, Plat Envelope 8171, Page 1813, Butler County  
Records Plat Records.

**EXHIBIT B**  
**Common Elements**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being Lot 5227 as shown on the Record Plat for Monroe Crossings Subdivision,  
Phase 3, Block D, Section 2, Plat Envelope 8171, Page 1813, Butler County Records Plat  
Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY JL 6-1-12 DEPT.  
AUDITOR, BUTLER CO., OHIO

  
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Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000135183-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2012-00025120  
BK **8452** PG. **194**

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK B, SECTION 2

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.



- II. **Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- IV. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- V. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

**IN WITNESS WHEREOF**, Declarant has signed this Amendment this 23<sup>rd</sup> day Of May, 2012.

Monroe Crossings, Inc.  
By: Pamela S. Felts Secy.  
Pamela S. Felts, Secretary

STATE OF OHIO       )  
                                  )  
COUNTY OF BUTLER )       ss,

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2012 by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio Corporation, on behalf of the Corporation.

Tina J. Jackson  
Notary Public, State of Ohio

Prepared By: Tina Jackson  
Tina Jackson



TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2012





Image ID: 000008139515 Type: OFF

Page 3 of 3

File# 2012-00025120

BK **8452** PG **196**

**EXHIBIT A**  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5254 through 5291 as shown on the Record Plat for Monroe Crossings  
Subdivision, Phase 3, Block B, Section 2, Official Record Book 8449, Page 154, Butler County  
Records Plat Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY 106-28-13 DEPT.  
AUDITOR, BUTLER CO., OHIO



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Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000182584-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2013-00034830

BK **8601** PG **1980**

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK E, SECTION 1

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.



- II. **Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lot described in Exhibit B is designated as Common Elements.
- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 28<sup>th</sup> day of June, 2013.

Monroe Crossings, Inc.  
 By: *Pamela S. Felts* Secretary  
 Pamela S. Felts, Secretary

STATE OF OHIO        )  
                                   )  
 COUNTY OF BUTLER )        ss,

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of, June by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

*Tina J. Jackson*  
 Notary Public, State of Ohio

Prepared By: *Tina Jackson*  
 Tina Jackson



TINA J. JACKSON  
 Notary Public, State of Ohio  
 My Commission Expires Sept. 24, 2017



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Page 3 of 3

File# 2013-00034890

BK **8601** PG **1982**

EXHIBIT A  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5753 through 5770 and 5771 through 5783 as shown on the Record Plat for  
Monroe Crossings Subdivision, Phase 3, Block E, Section 1, Official Record Book 8598, Page  
1792, 1793, and 1794, Butler County Records Plat Records.

EXHIBIT B  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being Lot 5785 as shown on the Record Plat for Monroe Crossings Subdivision,  
Phase 3, Block E, Section 1, Official Record Book 8598, Page 1792, 1793, and 1794, Butler  
County Records Plat Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY 12/20/13 (K) DEPT.  
AUDITOR, BUTLER CO., OHIO



Image ID: 00008677139 Type: OFF  
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Fee Amt: \$60.00 Page 1 of 6  
Workflow# 0000200907-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2013-00063206

BK 8657 PG 1205

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MONROE CROSSINGS  
HOMEOWNERS ASSOCIATION, INC.**

This will certify that the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. has been filed in the office of the County Auditor, Butler County, Ohio, this 20<sup>th</sup> day of Dec, 2013.

**BUTLER COUNTY AUDITOR**

Roger Reynolds

By Amy Schott Ferguson

Amy Schott Ferguson, Esq.  
*Cuni, Ferguson & LeVay Co., LPA*  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MONROE CROSSINGS  
HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. (the "Declaration") dated December 22, 2003 was recorded on December 30, 2003 at Official Record Book 7286, Page 1098 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 598 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Code of Regulations for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 600 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Phase 2, Block B dated March 15, 2004 was recorded on March 17, 2004 at Official Record Book 7327, Page 552 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 2, Block C dated August 4, 2004 was recorded on August 5, 2004 at Official Record Book 7415, Page 1488 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated June 29, 2005 was recorded on July 1, 2005 at Official Record Book 7580, Page 2326 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block B dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1418 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block C dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1421 of the Butler County, Ohio Recorder's Office;



Image ID: 000008677140 Type: OFF  
Page 2 of 6

File# 2013-00063206

BK **8657** PG **1206**

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated February 28, 2006 was recorded on March 1, 2006 at Official Record Book 7705, Page 895 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block D dated June 5, 2006 was recorded on June 6, 2006 at Official Record Book 7750, Page 438 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, Section 14.2 of the Declaration provides that prior to the end of the Declarant Control Period, any provision of the Declaration may be amended in whole or in part by a recorded instrument executed by the Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the "Veterans Administration" (which is now known as the Department of Veterans Affairs), if either such agency is insuring or guaranteeing the mortgage on any Lot;

**WHEREAS**, the Declarant has executed this recorded instrument amending the Declaration;

**WHEREAS**, the Owners of at least 75% of all Lots have approved this Second Amendment to the Declaration;

**WHEREAS**, the Declarant and the Owners desire to amend this Declaration to extend the period of time in which Declarant may expand the Planned Unit Development known as Monroe Crossings and submit additional property to the terms of the Declaration and appoint members of the Board of Directors;

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. **Section 12.1** is hereby deleted and the following substituted in its place:

**Section 12.1** **Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners until December 30, 2023. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements. Until December 30, 2023, annexation of Additional Land shall require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Lot.

2. **Section 13.3.1** is hereby deleted and the following substituted in its place:

**13.3.1** **Appointment of Trustees and Officers.** The Declarant reserves the right to appoint and remove the members of the board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration

and shall terminate no later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or Builder.



Image ID: 000008677142 Type: OFF  
Page 4 of 6

File# 2013-00063206  
BK 8657 pg 1208

**MONROE CROSSINGS HOMEOWNERS  
ASSOCIATION, INC.**

an Ohio non-profit corporation

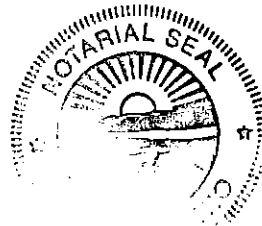
*Harry Thomas, Jr.*  
By: Harry Thomas, Jr.  
Its: President

**STATE OF OHIO**

**COUNTY OF Hamilton SS:**

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation this 17<sup>th</sup> day of December, 2013.

*Amy Schott Ferguson*  
Notary Public



AMY SCHOTT FERGUSON, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03



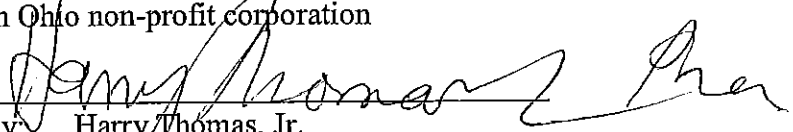


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Page 5 of 6

File# 2013-00063206  
BK 8657 PG 1209

**DECLARANT:**

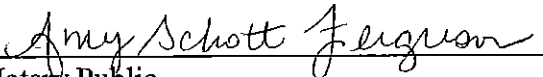
**MONROE CROSSINGS, INC.**  
an Ohio non-profit corporation

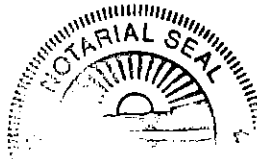
  
By: Harry Thomas, Jr.  
Its: President

**STATE OF OHIO**

**COUNTY OF Hamilton SS:**

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings, Inc., an Ohio non-profit corporation, on behalf of said corporation this 17<sup>th</sup> day of December, 2013.

  
Notary Public



AMY SCHOTT FERGUSON, Attorney at Law  
Notary Public, State of Ohio  
Commission Has No Expiration Date  
Section 147.03

This Instrument Prepared by:  
Amy Schott Ferguson, Esq.  
Cuni, Ferguson & LeVay Co., LPA  
10655 Springfield Pike  
Cincinnati, Ohio 45215



Image ID: 000008677144 Type: OFF

Page 6 of 6

File# 2013-00063206

BK **8657** PG **1210**

## EXHIBIT A

### LEGAL DESCRIPTION

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase One, Plat Envelope 3637, Pages A, B, and C, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4411 through 4455, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block A, Plat Envelope 3638, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4456 through 4526, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block B, Plat Envelope 3662, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4531 through 4583, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708 A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3 City of Monroe, Butler County, Ohio and being all of Lots 4796 through 4836, 4874 through 4918, 4922 through 4969, all inclusive, and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A, B, C, D and E, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4998 through 5032, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Plat Envelope 3935, Page A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5033 through 5073, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5075 through 5112 and 5210 through 5226, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A and B, Butler County Plat Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY 4/10/14 (K) DEPT.  
AUDITOR, BUTLER CO., OHIO



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Recorded: 04/10/2014 at 01:53:07 PM  
Fee Amt: \$68.00 Page 1 of 7  
Workflow# 0000210572-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2014-00012277

BK 8683 Pg 1055

**AMENDMENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

This will certify that the Amendment to the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. has been filed in the office of the County Auditor, Butler County, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BUTLER COUNTY AUDITOR**

By \_\_\_\_\_

Amy Schott Ferguson, Esq.  
*Cuni, Ferguson & LeVay Co., LPA*  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768



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Page 2 of 7

File# 2014-00012277

BK 8683 PG 1056

**AMENDMENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. (the "Declaration") dated December 22, 2003 was recorded on December 30, 2003 at Official Record Book 7286, Page 1098 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 598 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Code of Regulations for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 600 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Phase 2, Block B dated March 15, 2004 was recorded on March 17, 2004 at Official Record Book 7327, Page 552 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 2, Block C dated August 4, 2004 was recorded on August 5, 2004 at Official Record Book 7415, Page 1488 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated June 29, 2005 was recorded on July 1, 2005 at Official Record Book 7580, Page 2326 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block B dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1418 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block C dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1421 of the Butler County, Ohio Recorder's Office;



Image ID: 000008741146 Type: OFF

Page 3 of 7

File# 2014-00012277

BK 8683 PG 1057

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated February 28, 2006 was recorded on March 1, 2006 at Official Record Book 7705, Page 895 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block D dated June 5, 2006 was recorded on June 6, 2006 at Official Record Book 7750, Page 438 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, an Amendment to the Declaration dated May 2008 was recorded on November 17, 2008 at Official Record Book 8062, Page 2305 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block D, Section 2 dated April 5, 2012 was recorded on April 6, 2012 at Official Record Book 8434, page 319 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block B, Section 2 dated May 23, 2012 was recorded on June 1, 2012 at Official Record Book 8452, page 194 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block E, Section 1 dated June 28, 2013 was recorded on June 28, 2013 at Official Record Book 8601, page 1980 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, dated December 17, 2013 was recorded on December 20, 2013 at Official Record Book 8657, page 1205 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, this amendment is being recorded to revise the legal description attached to the Second Amendment;

**WHEREAS**, Section 14.2 of the Declaration provides that prior to the end of the Declarant Control Period, any provision of the Declaration may be amended in whole or in part by a recorded instrument executed by the Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the "Veterans Administration" (which is now known as the Department of Veterans Affairs), if either such agency is insuring or guaranteeing the mortgage on any Lot;



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Page 4 of 7

File# 2014-00012277

BK 8683 PG 1058

**WHEREAS**, the Declarant has executed this recorded instrument amending the Declaration;

**WHEREAS**, the Owners of at least 75% of all Lots have approved this Second Amendment to the Declaration;

**WHEREAS**, the Declarant and the Owners desire to amend this Declaration to extend the period of time in which Declarant may expand the Planned Unit Development known as Monroe Crossings and submit additional property to the terms of the Declaration and appoint members of the Board of Directors;

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. **Section 12.1** is hereby deleted and the following substituted in its place:

**Section 12.1 Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners until December 30, 2023. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements. Until December 30, 2023, annexation of Additional Land shall require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Lot.

2. **Section 13.3.1** is hereby deleted and the following substituted in its place:

**13.3.1 Appointment of Trustees and Officers.** The Declarant reserves the right to appoint and remove the members of the board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate no later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or Builder.

**MONROE CROSSINGS HOMEOWNERS  
ASSOCIATION, INC.**

an Ohio non-profit corporation

  
By: Harry Thomas, Jr.  
Its: President



Image ID: 00008741148 Type: OFF

Page 5 of 7

File# 2014-00012277

BK 8683 PG 1059

STATE OF OHIO

COUNTY OF Butler SS:

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation this 2nd day of April, 2014.

Tina J. Jackson  
Notary Public



DECLARANT  
MONROE CROSSINGS, INC.  
an Ohio corporation  
TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017

Harry Thomas, Jr.  
By: Harry Thomas, Jr.  
Its: President

STATE OF OHIO

COUNTY OF Butler SS:

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings, Inc., an Ohio corporation, on behalf of said corporation this 2nd day of April, 2014.

Tina J. Jackson  
Notary Public



This Instrument Prepared by:  
Amy Schott Ferguson, Esq.  
Cuni, Ferguson & LeVay Co., LPA  
10655 Springfield Pike  
Cincinnati, Ohio 45215

TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017



Image ID: 000008741149 Type: OFF  
Page 6 of 7

File# 2014-00012277

BK 8683 Pg 1060

## EXHIBIT A

### LEGAL DESCRIPTION

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase One, Plat Envelope 3637, Pages A, B, and C, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4411 through 4455, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block A, Plat Envelope 3638, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4456 through 4526, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block B, Plat Envelope 3662, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4531 through 4583, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708 A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3 City of Monroe, Butler County, Ohio and being all of Lots 4796 through 4836, 4874 through 4918, 4922 through 4969, all inclusive, and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A, B, C, D and E, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4998 through 5032, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Plat Envelope 3935, Page A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5033 through 5073, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5075 through 5112 and 5210 through 5226, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A and B, Butler County Plat Records.



Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5228 through 5253 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Section 2, Plat Envelope 8171, Page 1813, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5254 through 5291 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Section 2, Official Record Book 8449, Page 154, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5753 through 5770 and 5771 through 5783 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block E, Section 1, Official Record Book 8598, Page 1792, 1793, and 1794, Butler County Plat Records.




Image ID: 00008741150 Type: OFF

Page 7 of 7

File# 2014-00012277

BK **8683** PG **1061**

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY 4/10/14 KJ DEPT.  
AUDITOR, BUTLER CO., OHIO

  
Image ID: 000008741151 Type: OFF  
Recorded: 04/10/2014 at 01:53:07 PM  
Fee Amt: \$88.00 Page 1 of 7  
Workflow# 0000210572-0002  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2014-00012278  
BK **8683** PG **1062**

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MONROE CROSSINGS  
HOMEOWNERS ASSOCIATION, INC.**

This will certify that the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. has been filed in the office of the County Auditor, Butler County, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BUTLER COUNTY AUDITOR**

By \_\_\_\_\_

Amy Schott Ferguson, Esq.  
*Cuni, Ferguson & LeVay Co., LPA*  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768



Image ID: 000008741152 Type: OFF  
Page 2 of 7

File# 2014-00012278

BK 8683 PG 1063

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MONROE CROSSINGS  
HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. (the "Declaration") dated December 22, 2003 was recorded on December 30, 2003 at Official Record Book 7286, Page 1098 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 598 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Code of Regulations for Monroe Crossings Homeowners Association, Inc. dated January 7, 2004 was recorded on January 8, 2004 at Official Record Book 7291, Page 600 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Phase 2, Block B dated March 15, 2004 was recorded on March 17, 2004 at Official Record Book 7327, Page 552 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 2, Block C dated August 4, 2004 was recorded on August 5, 2004 at Official Record Book 7415, Page 1488 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated June 29, 2005 was recorded on July 1, 2005 at Official Record Book 7580, Page 2326 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block B dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1418 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block C dated February 21, 2006 was recorded on February 22, 2006 at Official Record Book 7702, Page 1421 of the Butler County, Ohio Recorder's Office;



Image ID: 000008741153 Type: OFF

Page 3 of 7

File# 2014-00012278

BK 8683 PG 1064

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block A dated February 28, 2006 was recorded on March 1, 2006 at Official Record Book 7705, Page 895 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block D dated June 5, 2006 was recorded on June 6, 2006 at Official Record Book 7750, Page 438 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, an Amendment to the Declaration dated May 2008 was recorded on November 17, 2008 at Official Record Book 8062, Page 2305 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block D, Section 2 dated April 5, 2012 was recorded on April 6, 2012 at Official Record Book 8434, page 319 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block B, Section 2 dated May 23, 2012 was recorded on June 1, 2012 at Official Record Book 8452, page 194 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings, Phase 3, Block E, Section 1 dated June 28, 2013 was recorded on June 28, 2013 at Official Record Book 8601, page 1980 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, a Second Amendment to the Declaration dated December 17, 2013 was recorded on December 20, 2013 at Official Record Book 8657, page 1205 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Second Amendment was amended by an Amendment dated \_\_\_\_\_ recorded on 4-10-14 at Official Record Book 8683, Page 1055 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, Section 13.5 of the Declaration provides that the Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical error; making nominal changes; or clarifying Declarant's original intent;



Image ID: 000008741154 Type: OFF

Page 4 of 7

File# 2014-00012278

BK 8683 PG 1065

**WHEREAS**, the Declarant has executed this recorded instrument amending the Declaration;

**WHEREAS**, the Declarant desires to amend this Declaration to correct a typographical error, make a nominal change, and clarify its original intent;

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. **Section 9.2.19** is hereby deleted and the following substituted in its place:

**Section 9.2.19. Clothes Drying.** No outdoor clothes drying apparatus of any sort shall be permitted.

2. **Section 7.5** is hereby deleted and the following substituted in its place:

**7.5 Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from the Declarant, the purchaser of such Lot shall be assessed the sum of \$200.00 as such purchaser's initial capital contribution to the working capital fund of the Association. This Assessment shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Declarant shall not be subject to or required to pay such Working Capital Fund Assessment.



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Page 5 of 7

File# 2014-00012278

BK 8683 Pg 1066

**MONROE CROSSINGS, INC.**

an Ohio corporation

*Harry Thomas, Jr.*

By: Harry Thomas, Jr.

Its: President

STATE OF OHIO

COUNTY OF Butler SS:

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings, Inc., an Ohio corporation, on behalf of said corporation this 2nd day of April, 2014.

*Tina J. Jackson*  
Notary Public



**TINA J. JACKSON**  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017

This Instrument Prepared by:  
Amy Schott Ferguson, Esq.  
Cuni, Ferguson & LeVay Co., LPA  
10655 Springfield Pike  
Cincinnati, Ohio 45215



Image ID: 000008741156 Type: OFF  
Page 6 of 7

File# 2014-00012278

BK 8683 Pg 1067

## EXHIBIT A

### LEGAL DESCRIPTION

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase One, Plat Envelope 3637, Pages A, B, and C, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4411 through 4455, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block A, Plat Envelope 3638, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4456 through 4526, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block B, Plat Envelope 3662, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4531 through 4583, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708 A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3 City of Monroe, Butler County, Ohio and being all of Lots 4796 through 4836, 4874 through 4918, 4922 through 4969, all inclusive, and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A, B, C, D and E, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4998 through 5032, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Plat Envelope 3935, Page A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5033 through 5073, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5075 through 5112 and 5210 through 5226, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5228 through 5253 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Section 2, Plat Envelope 8171, Page 1813, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5254 through 5291 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Section 2, Official Record Book 8449, Page 154 Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5753 through 5770 and 5771 through 5783 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Section 1, official Record Book 8598, Page 1792, 1793, and 1794, Butler County Plat Records.



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Page 7 of 7

File# 2014-00012278

EK 8683 pg 1068



TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY KO 8-28-15 DEPT.  
AUDITOR, BUTLER CO., OHIO



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Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000258883-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2015-00034237

BK **8826** PG **971**

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK E, SECTION 2

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.



**II. Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.

**III. Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.

**IV. Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

**V. Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

***IN WITNESS WHEREOF***, Declarant has signed this Amendment this 28<sup>th</sup> day of August, 2015.

**Monroe Crossings, Inc.**

By: Pamela S. Felts  
**Pamela S. Felts, Secretary**

STATE OF OHIO     )  
                                  )  
COUNTY OF BUTLER)

ss,

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of, August, 2015 by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

Tina J. Jackson  
Notary Public, State of Ohio

Prepared By: Tina Jackson  
Tina Jackson



**TINA J. JACKSON**  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017



Image ID: 000009263353 Type: OFF

Page 3 of 3

File# 2015-00034237

BK **8826** PG **973**

**EXHIBIT A**  
**Property Submitted**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5789 through 5821 as shown on the Record Plat for Monroe Crossings  
Subdivision, Phase 3, Block E, Section 2, Official Record Book 8826, Pages 712 and 713, Butler  
County Records Plat Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY KO 2/10/16 DEPT.  
AUDITOR, BUTLER CO., OHIO

  
Image ID: 000009393956 Type: OFF  
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Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000273500-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2016-00005088  
BK **8871** PG **1319**

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK E, SECTION 3

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.

- II. **Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- IV. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- V. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 10<sup>th</sup> day of February, 2016.

Monroe Crossings, Inc.  
By: Pamela S. Felts  
Pamela S. Felts, Secretary

STATE OF OHIO        )  
                                  )  
COUNTY OF BUTLER )        ss,

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of, February, 2016 by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

Tina J. Jackson  
Notary Public, State of Ohio

Prepared By: Tina Jackson  
Tina Jackson.



TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017



Image ID: 00009393958 Type: OFF

Page 3 of 3

File# 2016-00005088

BK 8871 PG 1321

**EXHIBIT A**  
Property Submitted

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being all of Lots 5824 through 5869 as shown on the Record Plat for Monroe Crossings  
Subdivision, Phase 3, Block E, Section 3, Official Record Book 8870, Page 815 and 816, Butler  
County Records Plat Records.

TRANSFER NOT NECESSARY  
ROGER REYNOLDS CPA  
6-26-17  
AUDITOR, BUTLER CO. OHIO

Image ID: 00009832674 Type: OFF  
Recorded: 06/27/2017 at 08:25:47 AM  
Fee Amt: \$60.00 Page 1 of 6  
Workflow# 0000321856-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2017-00024911  
BK 9049 PG 308

**AMENDMENT TO SECOND AND THIRD AMENDMENTS TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF  
EASEMENTS FOR MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

This will certify that the Amendment to the Second and Third Amendments to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc. has been filed in the office of the County Auditor, Butler County, Ohio, this 20 day of June, 2017.

**BUTLER COUNTY AUDITOR**

By Roger Reynolds  
CPA

Amy Schott Ferguson, Esq.  
**Cuni, Ferguson & LeVay Co., LPA**  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768

**AMENDMENT TO SECOND AND THIRD AMENDMENTS TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF  
EASEMENTS FOR MONROE CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., dated December 17, 2013, was recorded on December 20, 2013 at Book 8657, Page 1205 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Amendment to Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., dated April 2, 2014, was recorded on April 10, 2014 at Book 8683, Page 1055 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., dated April 2, 2014, was recorded on April 10, 2014 at Book 8683, Page 1062 of the Butler County, Ohio Recorder's Office;

**WHEREAS**, all three documents referenced above contained the same legal description attached to each document as Exhibit A, which legal description contained a scrivener's error;

**NOW, THEREFORE**, the legal description attached to each of the above-referenced documents as Exhibit A is hereby amended by the substitution of the attached Exhibit A.

1. The sixth paragraph of Exhibit A to each document referenced above stated as follows:

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County Plat Records.

2. The sixth paragraph of Exhibit A to each document referenced above contained several typographical errors and instead should have mirrored the legal description attached to the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Phase 3, Block A recorded on March 1, 2006 at Book 7705, Page 895 of the Butler County, Ohio Records:

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being lots replatted 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County, Ohio Plat Records.



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Page 2 of 6

File# 2017-00024911

BK 9049 PG 309



3. The effect of the errors in the legal descriptions in the documents referenced above was to bind lots to the terms of those documents which should not have been so bound. The following lots should not have been bound by those documents: Lots 4832 - 5440, including Lots 5435 - 5440 inclusive located in the City of Monroe and being a part of Wexford Drive Subdivision, Section One recorded in Plat Volume 3949, Page A.

4. The legal description attached hereto as Exhibit A is hereby substituted for the legal description attached as Exhibit A to the Second Amendment and Third Amendments to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc.



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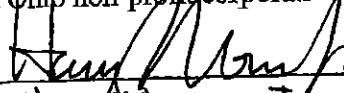
Page 3 of 6

File# 2017-00024911

BK 9049 PG 310

**MONROE CROSSINGS HOMEOWNERS  
ASSOCIATION, INC.**

an Ohio non-profit corporation

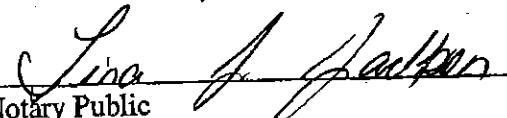
  
By: Harry Thomas Jr.

Its: President

STATE OF OHIO

COUNTY OF Butler SS:

This instrument was executed and acknowledged before me by Harry Thomas Jr., the President of Monroe Crossings Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation this 25th day of May, 2017.

  
Notary Public



**TINA J. JACKSON**  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017



Image ID: 000009832677 Type: OFF  
Page 4 of 6

File# 2017-00024911

BK 9049 PG 311

DECLARANT:

MONROE CROSSINGS, INC.

an Ohio corporation

By: Harry Thomas, Jr.  
Its: President

STATE OF OHIO

COUNTY OF Butler SS:

This instrument was executed and acknowledged before me by Harry Thomas, Jr., the President of Monroe Crossings, Inc., an Ohio corporation, on behalf of said corporation this 25th day of May, 2017.

Notary Public



This Instrument Prepared by:  
Amy Schott Ferguson, Esq.  
Cuni, Ferguson & LeVay Co., LPA  
10655 Springfield Pike  
Cincinnati, Ohio 45215

TINA J. JACKSON  
Notary Public, State of Ohio  
My Commission Expires Sept. 24, 2017



**EXHIBIT A  
LEGAL DESCRIPTION**

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4592 through 4600, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase One, Plat Envelope 3637, Pages A, B, and C, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4411 through 4455, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block A, Plat Envelope 3638, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4456 through 4526, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block B, Plat Envelope 3662, Pages A and B, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4531 through 4583, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 2, Block C, Plat Envelope 3708 A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3 City of Monroe, Butler County, Ohio and being all of Lots 4796 through 4836, 4874 through 4918, 4922 through 4969, all inclusive, and 4997 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3844, Pages A, B, C, D and E, Butler County Plat Records.

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being lots replatted 4832 to 5441, 4833 to 5442, 4890 to 5443 and 4889 to 5444, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block A, Plat Envelope 3934, Page A, Butler County, Ohio Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 4998 through 5032, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Plat Envelope 3935, Page A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5033 through 5073, inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block C, Plat Envelope 3937, Page A, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5075 through 5112 and 5210 through 5226, all inclusive, as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Plat Envelope 3964, Pages A and B, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5228 through 5253 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block D, Section 2, Plat Envelope 8171, Page 1813, Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5254 through 5291 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block B, Section 2, Official Record Book 8449, Page 154 Butler County Plat Records.

Situate in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio and being all of Lots 5753 through 5770 and 5771 through 5783 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3, Block E, Section 1, official Record Book 8598, Page 1792, 1793, and 1794, Butler County Plat Records.



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Page 6 of 6

File# 2017-00024911

BK **9049** PG **313**



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Fee Amt: \$36.00 Page 1 of 3  
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Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2017-00029576

BK 9061 PG 979

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
MONROE CROSSINGS PHASE 3, BLOCK E, SECTION 3

*Whereas*, Declarant, **Monroe Crossings, Inc.**, an Ohio corporation, is or was the owner of certain real estate in the City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, **Monroe Crossings, Inc.**, is the Declarant of the Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Monroe Crossings Homeowners Association, Inc., filed for record December 30, 2003 and recorded in Volume 7286, page 1098 of the Official Records of Butler County, Ohio; and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose adding Additional Land, and

*Whereas*, the Declarant desires to amend and supplement the Declaration as to certain property which should have been included in the Declaration; now therefore,

Declarant hereby amends and supplements the Declaration as follows:

- I. **Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.

- II. **Reservations of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- III. **Designation of Common Elements.** The Lot described in Exhibit A is designated as Common Elements.
- IV. **Owner's Responsibility.** Each Owner shall maintain his or her property, including the structures thereon and drainage easements in accordance with Articles IV, V and VIII of the Declaration.
- V. **Declarant's Rights.** Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.
- VI. **Binding Effect.** As herein amended, the Declaration remains in full force and effect and shall be binding upon the Property, the Occupants, the Owners and their heirs, successors and assigns.

*IN WITNESS WHEREOF*, Declarant has signed this Amendment this 15<sup>th</sup> day of June, 2017.

Monroe Crossings, Inc.  
 By: Pamela S. Felts  
 Pamela S. Felts, Secretary

STATE OF OHIO        )  
                                   )  
 COUNTY OF BUTLER )        ss,

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of, June, 2017 by Pamela S. Felts, Secretary of Monroe Crossings, Inc., an Ohio corporation, on behalf of the corporation.

Tina J. Jackson  
 Notary Public, State of Ohio

Prepared By: Tina Jackson  
 Tina Jackson



**TINA J. JACKSON**  
 Notary Public, State of Ohio  
 My Commission Expires Sept. 24, 2017

EXHIBIT A  
Common Elements

Situated in Section 35, Town 3, Range 3, City of Monroe, Butler County, Ohio  
and being Lot 5870 as shown on the Record Plat for Monroe Crossings Subdivision, Phase 3,  
Block E, Section 3, Official Record Book 8870, Page 815 and 816, Butler County Records Plat  
Records.