



Planning Commission
March 18, 2025 - 6:00 PM
233 South Main Street, Monroe, Ohio

Call to Order

Roll Call

Approval of Minutes

Old Business

New Business

- Case No. 2025-3-1-- Consideration of a Preliminary Plat for Townes at the Crossings

Administrative Reports

Adjournment



CITY OF MONROE
Inter-Office Correspondence

TO: Members of the Monroe Planning Commission
FROM: Kameryn Jones
Assistant Development Director

DATE: March 18, 2025
RE: Information Packet for March 18, 2025, Planning Commission Meeting at 6:00 p.m.

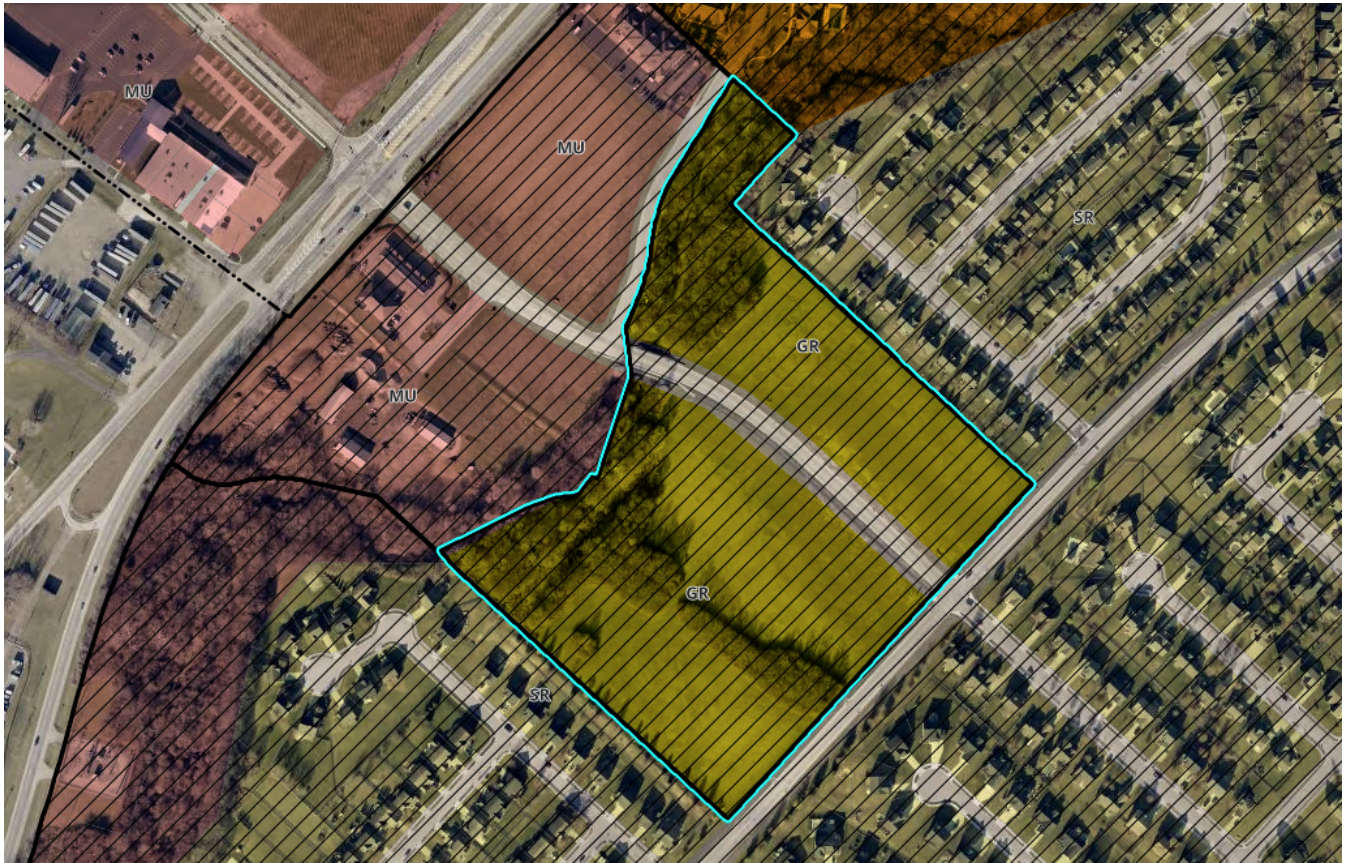
I. Case No. 2025-3-1—Consideration of a Preliminary Plat for Townes at the Crossings

A. Background

- NVR, Inc., on behalf of Park Place Development LLC, has submitted a preliminary plat application for the Townes at the Crossings residential subdivision.
- The applicant proposes 84 dwelling units to be developed as attached single-unit homes and 4 non-buildable open space lots to be owned and maintained by the HOA.
- The site is 20.91 acres zoned GR PUD.
- The Planned Unit Development agreement and PUD plan associated with this application were recommended for approval by Planning Commission in November 2024 and approved by Council earlier this year.



Overhead View of Property



Zoning Map of Proposed Site and Surrounding Properties



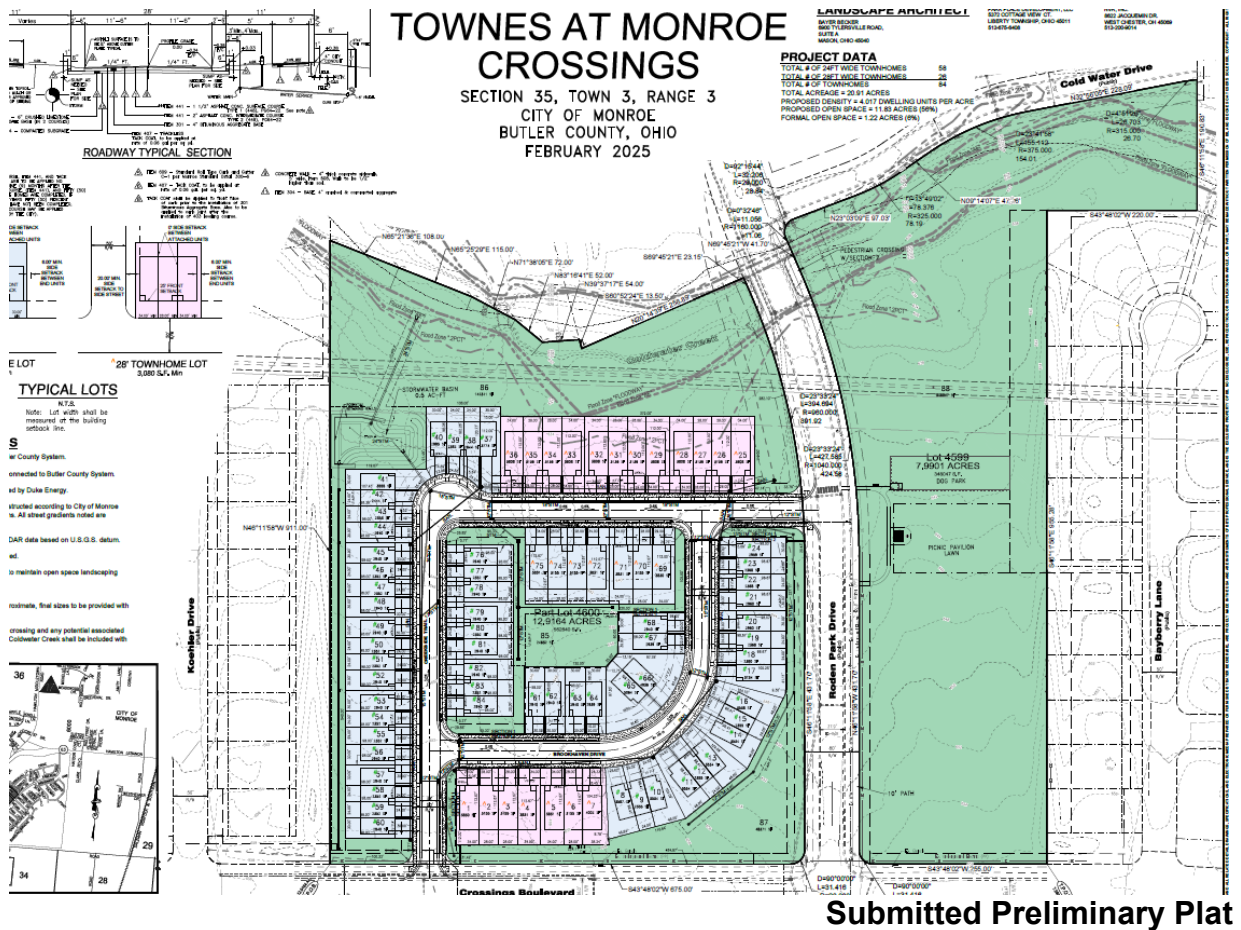
Intersection at Crossings Boulevard/ Roden Park Drive towards Open Space



Eastbound on Roden Park Drive at Cold Water Drive



Northbound on Crossings Boulevard



B. Preliminary Plat Review Criteria

Table 1207.07-1 Common Review Criteria summarizes the basic review criteria for all application types:

- **The request complies with the applicable standards of the PZC.**
Yes.
- **The request complies with the applicable standards of the Monroe Code of Ordinances, and any applicable county, state, or federal requirements**
Yes.
- **The request substantially conforms to any associated prior approval for the development, including, but not limited to a Preliminary Plat, Conditional Use Permit, Site Plan, or Planned Unit Development.**
The request matches the recently approved Planned Unit Development.
- **The development review body has considered the recommendation of the City staff.**
Staff has included their recommendations in this staff report.

- ***The request is consistent with applicable policies of the Comprehensive Plan, utility plans, and capital improvement plans or if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.***

The request is consistent with the 2040 Advance Monroe comprehensive plan in that it contributes to housing diversity goals and connectivity goals. It is consistent with the Future Land Use Map designation for this parcel, which envisioned medium density residential.

- ***The request promotes the purposes of this PZC as established in 1201.02, Purposes, and in other applicable purpose statements in this PZC.***

The request promotes public health and safety by promoting connectivity for residents as well as quality of life by promoting a range of housing and ample community space.

- ***Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.***

Adequate infrastructure and related facilities are planned as part of this project, including two new public roads and major extensions of the sidewalk and trail network in the neighborhood.

- ***The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.***

The request is conforming to the permitted land use and building types permitted in the GR General Residential zoning district.

Section 1207.31 outlines review criteria specific to preliminary plat applications:

- ***Subdivision Standards. The Preliminary Plat conforms with the standards in Chapter 1205, Subdivision Standards; and***

The preliminary plat demonstrates conformance to Chapter 1205.

- ***Traffic Impact Study. If required, the traffic impacts from the proposed development will be adequately mitigated in accordance with 1204.18, Traffic Impact Study.***

This project in particular did not require its own traffic study. However, at the request of the City Engineer, space has been allotted for future right-of-way dedication at Roden Park Drive and Crossings Boulevard in order to make improvements at that intersection.

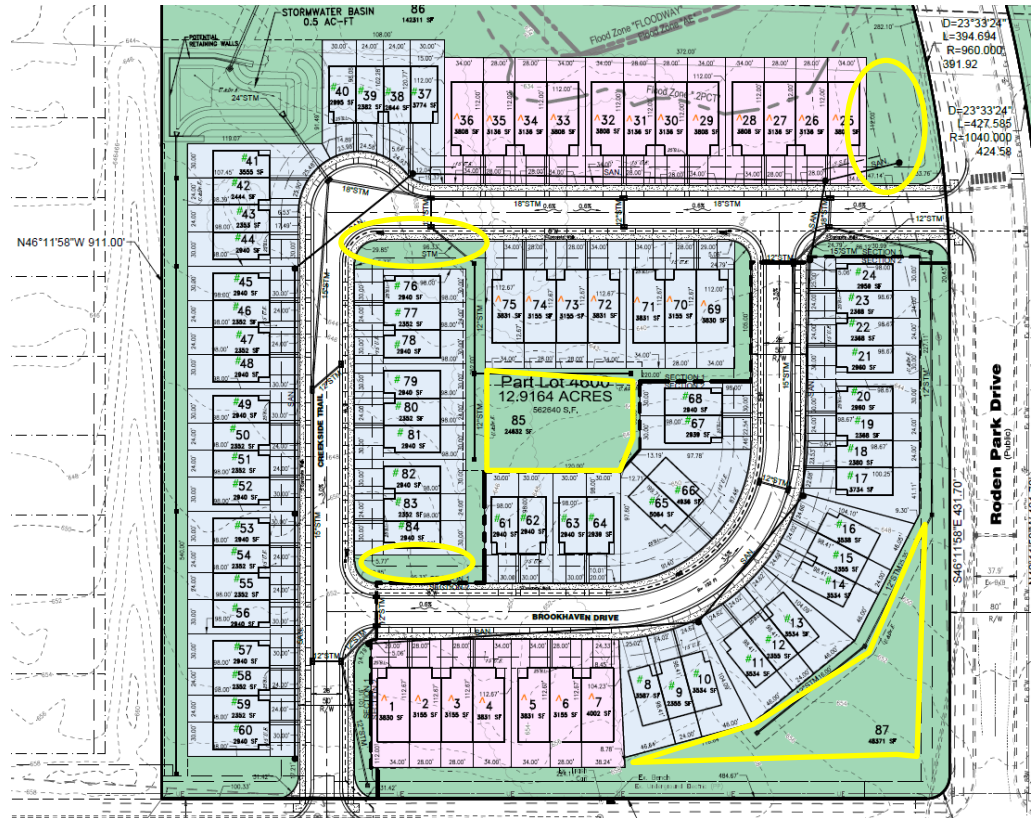
C. Staff Comments

• Landscaping

- Mounds and landscaping are provided along Crossings Boulevard to mimic the landscaping along the rest of Crossings Boulevard. Staff request detail as to the

height of the mounding to ensure it provides adequate screening and privacy between the homes located in the Townes development and the street.

- The applicant has agreed to provide this detail in the updated preliminary plat landscape plan.
- Street trees are required every 40 feet on center along all private and public streets for all new sites, development, and expansions of sites.
 - Given the frequency and distancing between drives as shown on the preliminary plat, placing street trees in this manner may be difficult. As allowable per the code, alternate tree locations can be identified for those that cannot be placed in the tree lawn. Staff has marked potential alternate locations for consideration:



- Buffer Type A (Natural) has been chosen to fulfill the buffer/screening requirement on the west side of the development. The minimum width for the natural buffer type is 35 FT, however, it appears the property lines of the townhomes along the west side encroach into the 35 FT buffer area. Please revise.
 - The applicant has agreed to clarify this in the updated preliminary plat.

• Sidewalk

- The 5 FT sidewalk along Cold Water Drive is difficult to see, particularly on the preliminary plat sheet. Please clarify.
 - The applicant has agreed to clarify this in the updated preliminary plat.
- Similarly, it is difficult to see on the drawings how the 10 FT path on Roden Park and the 5 FT sidewalk on Cold Water come together at that intersection. Please clarify.

- The applicant has agreed to clarify this comment on the updated preliminary plat.
- Per discussions with the applicant, the exact location and method of crossing Cold Water Creek is yet to be determined and may involve a bridge or a culvert extension, which may entail narrowing the road between Cold Water Drive and Creekside. The design will be determined through the construction review process.

D. Department Comments

- **Fire Department:**
 - Fire reserves the right for further review with formal building permit submittal.
- **Police Department:** No comment.
- **Engineering/Public Works Department:** Engineering review ongoing.
 - Please show/label proposed ROW dedication around the intersection of Roden Park Drive and Crossings Boulevard. It appears to be shown on the landscape plans but not the preliminary plat sheet.
 - The applicant has agreed to clarify this on the updated preliminary plat.

E. Staff Recommendation

- Staff recommends Planning Commission give a favorable recommendation to Council regarding the preliminary plat applications with the following conditions:
 - The applicant will update the preliminary plat submittal to address all staff comments outlined in the report.
 - The applicant understands the 10 FT shared use path is required to extend the full project frontage along Roden Park Drive and acknowledges the design of path, particularly as it crosses Cold Water Creek, may entail either a separate bridge structure or an extension of the existing culvert and may require street narrowing measures between Cold Water Drive and Streamside Trail. The design and its implications will be reviewed through the construction drawing review process and approved by the City Engineer.
 - All Engineering review comments be addressed.



Application for a Major Subdivision

Monroe Development Department
233 South Main Street, Monroe, Ohio 45050
Phone: 513-539-7374
www.monroehio.gov

For Staff Use Only

Submittal Date:

Date Application Determined Complete:

Date of Planning Commission Review:

Fee Paid:

Staff Initials:

Application Number:

Major Subdivision Review Information

1. The major subdivision procedure is required for the approval of subdivisions of six or more lots or a subdivision that will result in the creation of a new street or new/major extension of infrastructure.
2. The major subdivision procedure and review criteria are established in Section 1207.31 and 1207.32 of the Monroe Planning and Zoning Code.
3. Prior to submitting this application, applicants are required to meet with Development Department staff for a pre-application conference. Please contact the department to schedule the conference.
4. The major subdivision process includes the review and decision on a preliminary plat, construction drawings (improvements), bonding, and a final plat.
5. Approval of a preliminary plat does not constitute approval to begin construction on any improvements. Performance guarantees, along with approval of construction drawings, are required prior to construction of any improvements (e.g., streets, sewer, water lines, drainage, etc.).
6. Approval of a final plat does not constitute approval to construct buildings or establish uses. Applicants with approved and recorded final plats are required to submit all other applicable forms (e.g., site plan review, zoning permit, conditional use, etc.).
7. Upon the recording of any plat, the subdivider shall furnish a digital copy of the recorded plat showing the date, plat book and page, etc., as recorded.
8. The application fee is due at the time the application fee is submitted respectively for a preliminary plat, final plat, amendment to a previously approved plat, and construction drawings. The fee schedule is located in Chapter 286 Fees of the Monroe Code of Ordinances.

Basic Project and Site Information (For Original Lot)

For which of the following are you seeking approval?

☒ Preliminary Plat ☐ Construction Drawings ☐ Final Plat ☐ Amendment to a Previously Approved Plat

Project Address: Roden Park Drive

County: ☒ Butler ☐ Warren Total Subdivision Area: 20.91

County Tax Parcel ID: C1800016000030, C1800016000019

Project/Subdivision Name: Townes at Monroe Crossings

Existing Zoning District: GR PUD

Will new rights-of-way be created? ☒ Yes ☐ No

How many new lots will be created with this subdivision? 84 dwelling unit lots, 4 open space lots (88 total)

What is the average lot size in square feet? 3,090 (dwelling unit lots only)

What is the average lot width? 29.7ft (dwelling unit lots only)

What is the proposed residential density (dwelling units per acre)? 4.017

Project Address or Tax Parcel ID: C1800016000030, C1800016000019	
Additional Project Information	
Does the property lie within the 100-year floodplain? ☒ Yes ☐ No	
How many phases of the subdivision do you anticipate? 2	
Applicant Information	
Applicant Name: NVR, Inc	
Contact Person: Shawn Bullock	
Contact Address: 8622 Jacquemin Drive, West Chester, Ohio 45069	
Contact Phone Number: 513-200-9014	Contact Fax Number: N/A
Contact E-Mail: sbullock@nvrinc.com	
Property Owner Name: Park Place Development LLC	
The applicant may attach a separate sheet of a paper with contact information for additional people, if necessary (e.g., additional owners, registered engineer, landscape architect, etc.). The same contact information shall be provided for each contact name.	
Additional Project Information	
1) Provide a brief description of the project including the proposed use of the new lots.	
The preliminary plat application includes 84 proposed townhome lots and 4 non-buildable lots which are to be owned and maintained by the HOA. The project includes construction of public streets and utilities, grading work, landscaping and amenities to serve the proposed townhome neighborhood.	
2) Will you be requesting a variance of the subdivision design and improvement standards or any applicable site development standards? If yes, please describe the standards you will be requesting to vary and the extent of such variance.	
No	

Project Address or Tax Parcel ID: C1800016000030, C1800016000019

Certification and Signatures

Applicant Signature - I certify that, to the best of my knowledge, the information contained in this form and within any attachments is correct and truthful. I understand that knowingly falsifying this information may be grounds for the denial or revoking of this application and any subsequent zoning permit or other review applications.

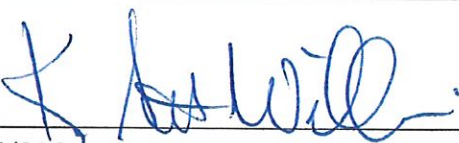
Print Name: Shawn Bullock

Signature: 

Date: 2/18/2025

Property Owner Signature - If the property owner is not the named applicant on this form, the property owner shall sign the form below acknowledging that the applicant is an authorized agent of the property owner as it relates to proposed project. If the major subdivision application is for multiple properties, a signature from each property owner is required.

Print Name: K. Scott Willis

Signature: 

Date: 2/18/2025

Note: A letter signed by the property owner, authorizing the applicant to act on their behalf may be submitted in lieu of the property owner's signature on this form.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Digital Submittal Requirements

☒	All document applications shall be submitted in a compatible electronic format to planning@monroeohio.gov .
☒	All site plan materials, in map format, shall be submitted in a format compatible with the city's Geographic Information Systems (i.e. shapefile, geodatabase, or dwg) and shall be appropriately projected.

General Information

☒	Major Subdivision Application Form.
☐	Traffic impact study, if required by the City Engineer.
☐	Any additional information determined to be necessary by the Development Department.
☐	All plats must comply with the minimum requirements of the applicable county recorder's office and/or tax map supervisor as they have final authority on plat acceptability.
☐	All plats shall have a suitable, prominently lettered title, and border line placed with a margin of not less than 2-inch on all sides. All lettering shall be well-defined in a manner that allows for ease of reproduction (e.g., no lettering in shaded areas).

Location Map (No smaller than 1" = 400')

Submitted with all plats, may be submitted on separate sheet or on the individual plat

☒	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☒	Boundary of the proposed subdivision, indicated in heavy lines
☒	All existing and proposed streets related to the subdivision including those existing streets within 500 feet of the proposed subdivision
☒	All surrounding properties, streets, and corporation limits within a minimum of 500' of the outer boundaries of the project site

Preliminary Plat (No smaller than 1" = 100')

Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☒	Application fee
☒	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☒	The name of the subdivision
☒	Names and addresses of the owner, subdivider, land planning consultant, engineer or registered land surveyor who prepared the plat
☒	Streets and rights-of-way adjoining and on the site of the proposed subdivision, showing the street names and including roadway widths, approximate gradients, types and width of pavement, curbs, planting strips and other pertinent data
☒	All lot lines adjacent to and abutting the subdivision
☒	Layouts of the lots showing approximate dimensions, lot numbers and centerline radius of streets
☒	Approximate gross square footage of lots not including rights-of-way
☒	Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes
☒	Easements, existing and proposed, showing locations, widths and purposes
☒	Building setback and yard lines and dimensions
☒	Location and size of nearest water main, sewer outlet and other pertinent utilities
☒	Location type and approximate size of utilities to be installed
☒	Location and width of all existing and proposed sidewalks and trails
☒	Tract boundary lines showing dimensions, bearings, angles and references to known land lines
☒	Contours at vertical intervals of two feet, if the general slope of the site is less than 16%, and at vertical intervals of five feet if the general slope is 16% or greater

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

☒	Tree masses and all individual trees having a diameter of 12 inches or greater
☒	A street tree plan including the location and type of proposed street trees
☒	Natural features such as rock outcroppings, streams, creeks, etc. should be defined within the limits of construction indicated.
☒	Location of existing structures
☒	A preliminary copy of the deed restrictions and covenants that would be placed upon the subdivision
☒	Landscaping plans and proposed limits on the location and intensity of signs, advertising and off-street parking in the case of a proposed subdivision for industrial or commercial use.
☒	Location of existing or proposed buried debris
☒	Minimum basement elevations for sanitary sewer service analysis
☒	A Development Summary Chart that should provide a summary of the typical lot size, quantity of lots, number of housing units, total acreage of the development, total acreage (by phase) of open space, total acreage dedicated for each type of use
☒	All survey information shall be tied into horizontal and vertical control provided by the City Engineer

Preliminary Drainage Plan - Submitted as Part of the Preliminary Plat

☒	A preliminary drainage design that will serve the area being developed and that will be compatible to any adjacent storm drainage system with a clear and unobstructed outlet
☒	The plan shall show the general suitability of the proposed development to support a storm water management system
☒	The plan shall be submitted on a 2-foot topographical contour map and should consist of two parts: - The major system is comprised of the 100-year flood route. The system should be laid out in a manner as to direct all excess storm water into the detention or retention area. - The minor system is comprised of storm sewers, inlets, etc.
☒	That plan shall include: - The approximate size and location of detention or retention facilities, which are required for each subdivision. - The approximate location of any 100-year flood boundary areas.
☒	The developer, owner or their engineer may apply to the Planning Commission for an exception to the detention or retention requirements. Each request shall be accompanied by a study showing the effects of the proposed and required drainage system on the watershed it is located in.

Construction Drawings – The minimum plan size shall be 24" x 36". Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☐	Application fee
☐	Date, north arrow, scale, and a legend for all symbols
☐	Evidence shall be provided that such plans have been duly approved by the Ohio Environmental Protection Agency, the applicable county health department, or any other governing agencies or departments when approval by such agencies is required by law
☐	Construction drawings showing all improvements, including storm and sanitary sewers, culverts, water and gas mains, with typical cross-sections of streets, profiles and any necessary special details
☐	Map showing division of drainage runoff areas and a complete set of storm water calculations determining pipe or ditch channel sizes and detention/retention volumes and routing
☐	NOTE: In the preparation of construction or improvement plans, every reasonable effort shall be made to avoid placing utility pipe lines, storm and sanitary sewer pipe lines (but not including service connections which must necessarily cross the streets) under pavements or curbs.
☐	As-built drawings.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Final Plat (No smaller than 1" = 100').

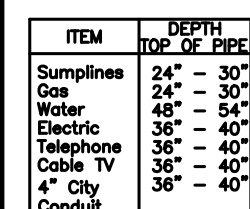
Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☐	Application fee
☐	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☐	The name of the subdivision
☐	A copy of the approved preliminary plat, marked to show the outline of the phase being submitted as a final plat
☐	All dimensions shall be shown in feet and decimals of a foot.
☐	Accurate boundary lines, with dimensions and bearings or angles, which provide a survey of the tract, closing with an error of closure of not more than 1 foot in 10,000 feet, thereafter adjusted to close precisely.
☐	Accurate distances and directions to the nearest established street corner or official monuments. Reference comers shall be accurately described on the final plat.
☐	Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
☐	All data that would be necessary for an accurate metes and bounds legal description of the property included. The area shall be shown to the nearest 1/1,000 of an acre.
☐	Right-of-way lines of streets, easements and other rights-of-way, and property lines of lots and other tracts, with accurate dimensions, bearings and curve data, including radii, arcs, lengths, points of tangency and central angles.
☐	Name and right-of-way width for each street or other right-of-way.
☐	Location, dimensions and purposes of any easement shown by lightly dashed lines.
☐	Location of swales, ditches, storm sewers and any other drainage systems.
☐	Number to identify each lot or site, using lot numbers designated by the County Auditor, where the Auditor has such designation.
☐	Building setback or yard lines and dimensions.
☐	Location, type and material of all monuments and lot markers.
☐	Names of owners adopting such plat, with owner or owners' signatures properly notarized.
☐	Deed or acknowledgments, protective covenants or restrictions, statements of dedication of streets or roadways personally signed by owner or owners and duly notarized. (Mortgage release shall be provided for all dedicated streets or public areas where subdivided land is mortgaged, and shall be of record when plat is approved by Council.)
☐	Names of recorded owners of adjoining unplatted land, shown by medium dashed lines.
☐	Reference to recorded subdivision plats of adjoining platted land by recorded name, plat book and page, shown by medium dashed lines.
☐	Restrictions which will run with the land and become covenants in the deeds for lots. Where restrictions and protective covenants become of considerable length, they may be filed on a separate instrument with reference on the plat indicating book and page where instrument is recorded.
☐	Certification by the registered surveyor with registration number and seal affixed to all documents of the final plat
☐	Certification by the registered surveyor or registered professional engineer, stating that all lot dimensions and areas conform to the requirements of the zoning district in which it is located
☐	Deed of dedication of all public area
☐	Certificate for approval by the Director of Development
☐	Certificate for approval by the City Engineer
☐	Certificate for approval by the Board of Health and/or the Butler County Sanitary Engineer
☐	Certificate for approval by Council

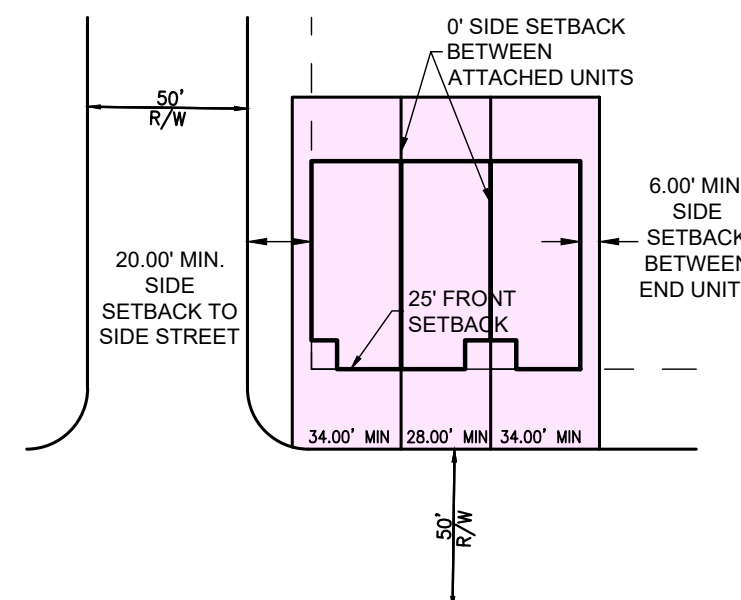
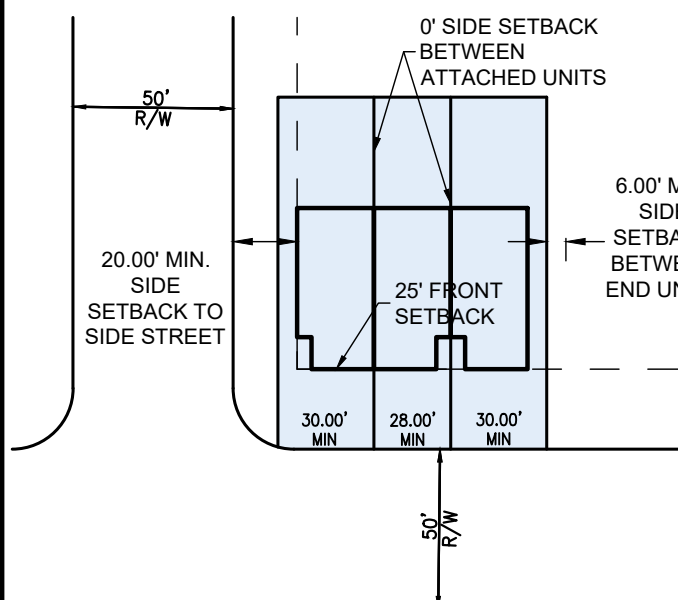
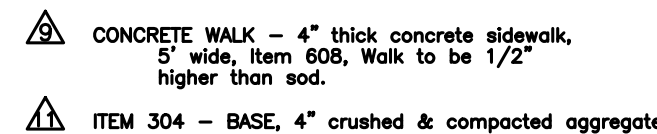
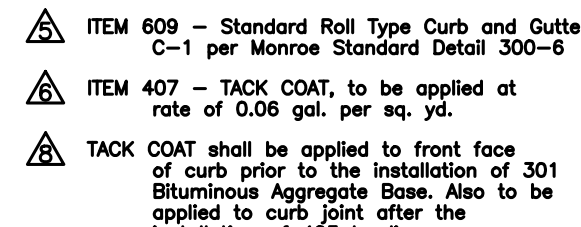
Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

☐	Where numerous existing lots are being replatted, the record plat shall also be accompanied by a Title Reference Plat, which shall show the new lots in solid lines superimposed over the old lots shown in short dash lines. This plat shall be made for recording purposes.
☐	Letters from each utility not controlled by the City indicating that the facilities and structures have passed inspection, if installed by developer's contractor.
☐	Reference to a homeowner's association or similar legal entity's responsibility to perpetually maintain all detention/retention basins where applicable and include a photocopy of the perpetual maintenance agreement to be recorded along with the final plat documents.



**SURFACE COURSE, ITEM 441, AND TACK COAT, ITEM 407 ARE TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE, (ITEM 441), AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THEN THE TOP COURSE MAY BE APPLIED (AS APPROVED BY THE CITY)



#24' TOWNHOME LOT
2,288 S.F. Min

28' TOWNHOME LOT
3.080 S.F. Min

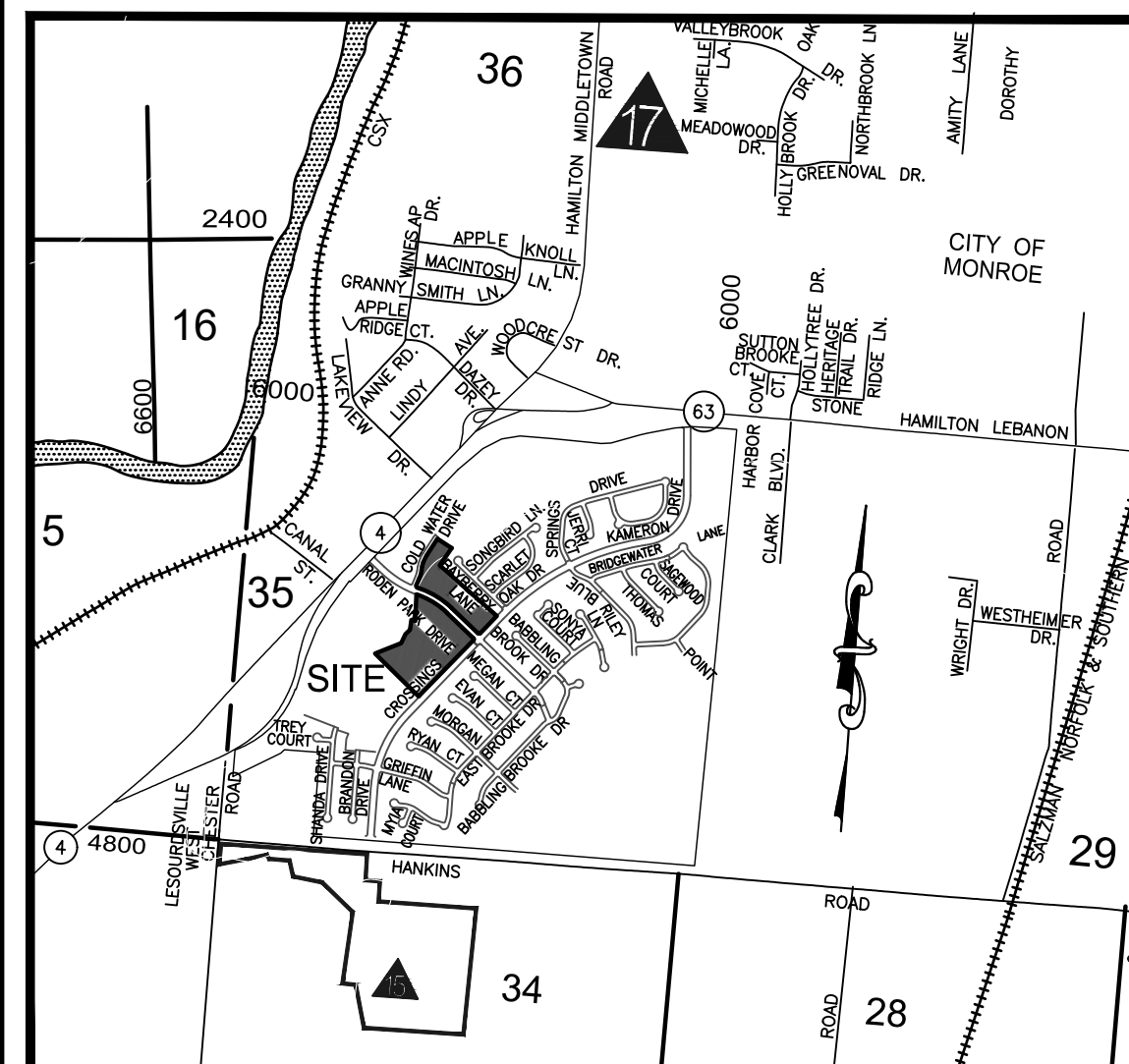
TYPICAL LOTS

N.T.S.

Note: Lot width shall be measured at the building setback line.

GENERAL NOTES

1. Sanitary to be tied into Butler County System.
2. Water to be installed and connected to Butler County System.
3. Gas & Electric to be supplied by Duke Energy.
4. All public streets to be constructed according to City of Monroe standards and specifications. All street gradients noted are preliminary.
5. Contours furnished from LIDAR data based on U.S.G.S. datum.
6. Concrete Walk to be installed.
7. Homeowner's Association to maintain open space landscaping
8. Existing Zoning: GR PUD
9. Storm sewer sizes are approximate, final sizes to be provided with Construction Drawings.
10. Construction of pedestrian crossing and any potential associated bridge improvements over Coldwater Creek shall be included with Section 2 construction.



LOCATION MAP
NOT TO SCALE

PRELIMINARY PLAT TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
FEBRUARY 2025

**ENGINEER, SURVEYOR &
LANDSCAPE ARCHITECT**

BAYER BECKER
6900 TYLERSVILLE ROAD,
SUITE A
MASON, OHIO 45040

OWNERS

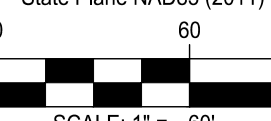
PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

APPLICANT

NVR, INC.
8622 JACQUEMIN DR.
WEST CHESTER, OH 45069
513-200-9014

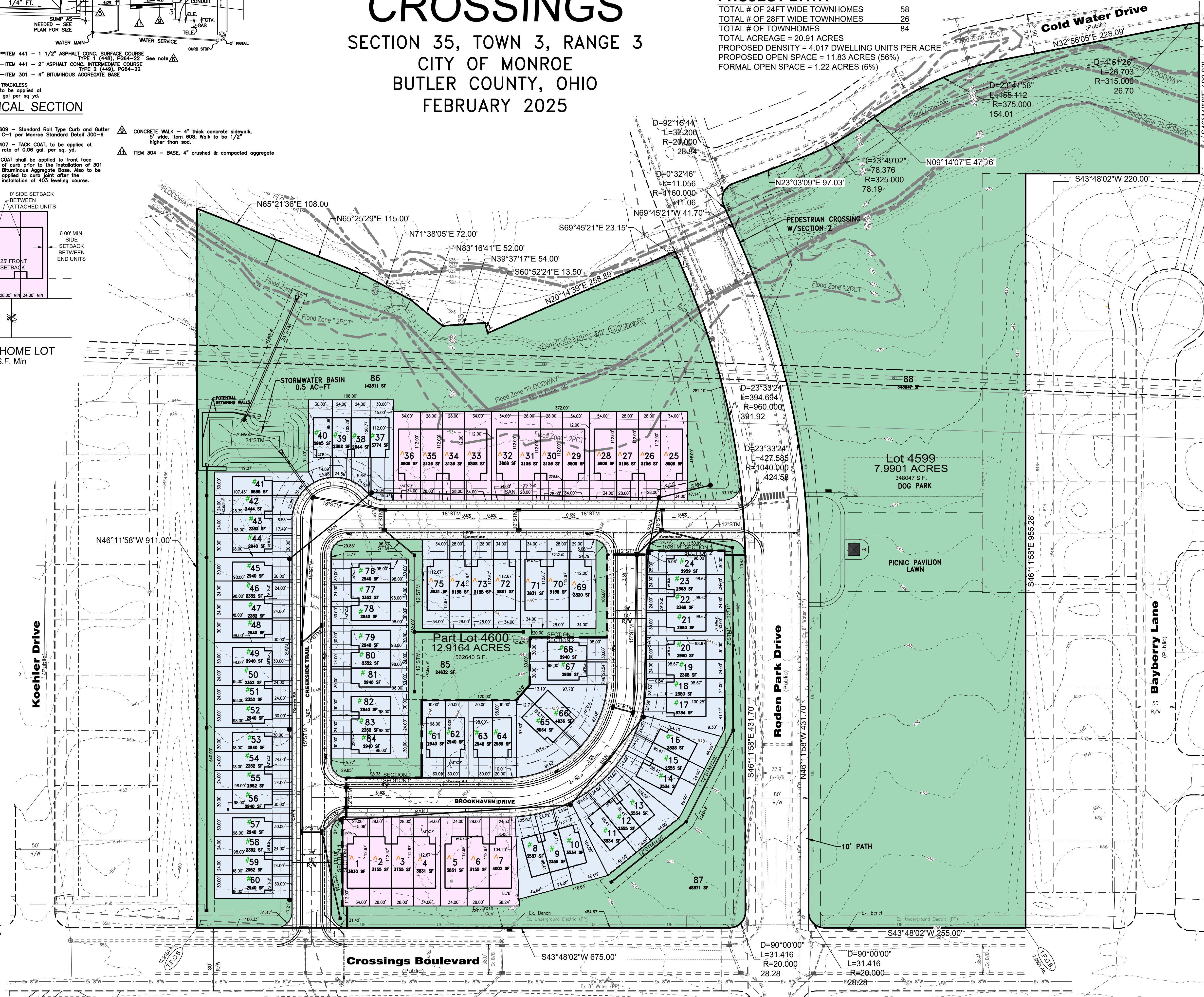


Basis of Bearing:
State Plane NAD83 (2011)



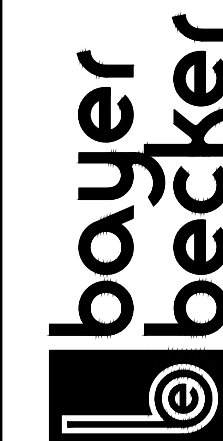
PROJECT DATA

TOTAL # OF 24FT WIDE TOWNHOMES	58
TOTAL # OF 28FT WIDE TOWNHOMES	26
TOTAL # OF TOWNHOMES	84
TOTAL ACREAGE = 20.91 ACRES	
PROPOSED DENSITY = 4.017 DWELLING UNITS PER ACRE	
PROPOSED OPEN SPACE = 11.83 ACRES (56%)	
FORMAL OPEN SPACE = 1.22 ACRES (6%)	

[illegible]

TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
PRELIMINARY PLAT



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 04-0047 PRELIM PLAS

Drawn by: MCE

RELATES TO:	MGL
	Checked By:

Issue Date: _____

AND: 2-18-25

1

STREET TREES
(1) TREE PER 40 LF
LOCATED IN THE PUBLIC ROW/ TREE LAWN

BUFFER YARD A (NATURAL)
REQUIREMENTS PER 100 LF
(1) CANOPY TREE + (5) ORNAMENTAL TREES + (15 SHRUBS)
WIDTH: 35'

BUFFER YARD B (NATURAL)
REQUIREMENTS PER 100 LF
(3) CANOPY TREE + (5) ORNAMENTAL TREES + (35 SHRUBS)
WIDTH: 35'

STREET TREE REQUIREMENTS (1204 E)

- STREET TREES REQUIRED ALONG BOTH SIDES OF ALL STREETS FOR ALL NEW SITES ALONG ALL FRONTAGES, EXCLUDING INTERSTATE HIGHWAY FRONTAGE AND ALLEYS.
- STREET TREES TO BE PLANTED 40' O.C. ALONG ALL STREETS WHERE REQUIRED

EAST PROPERTY:

RODEN PARK DR.: 640 LF/ 40 LF = 16 TREES
CROSSINGS BOULEVARD: 235 LF/ 40 LF = 6 TREES
COLDWATER DRIVE: 640 LF/ 40 LF = 16 TREES

WEST PROPERTY:

RODEN PARK DR.: 560 LF/ 40 LF = 14 TREES
CROSSINGS BOULEVARD: 625LF/ 40 LF = 16 TREES
INTERNAL STREETS: 3309 LF/ 40 LF = 83 TREES

BUFFERYARD LANDSCAPING (1204.21)

- BUFFERYARD TYPE DETERMINED BY ADJACENT ZONING DISTRICT
- TREES OR SHRUBS IN BUFFERYARD SHALL GENERALLY BE CLUSTERED IN ORDER TO PRESENT A NATURALISTIC CHARACTER
- BUFFERYARD AREAS B

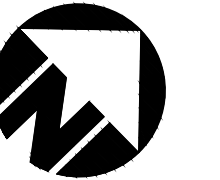
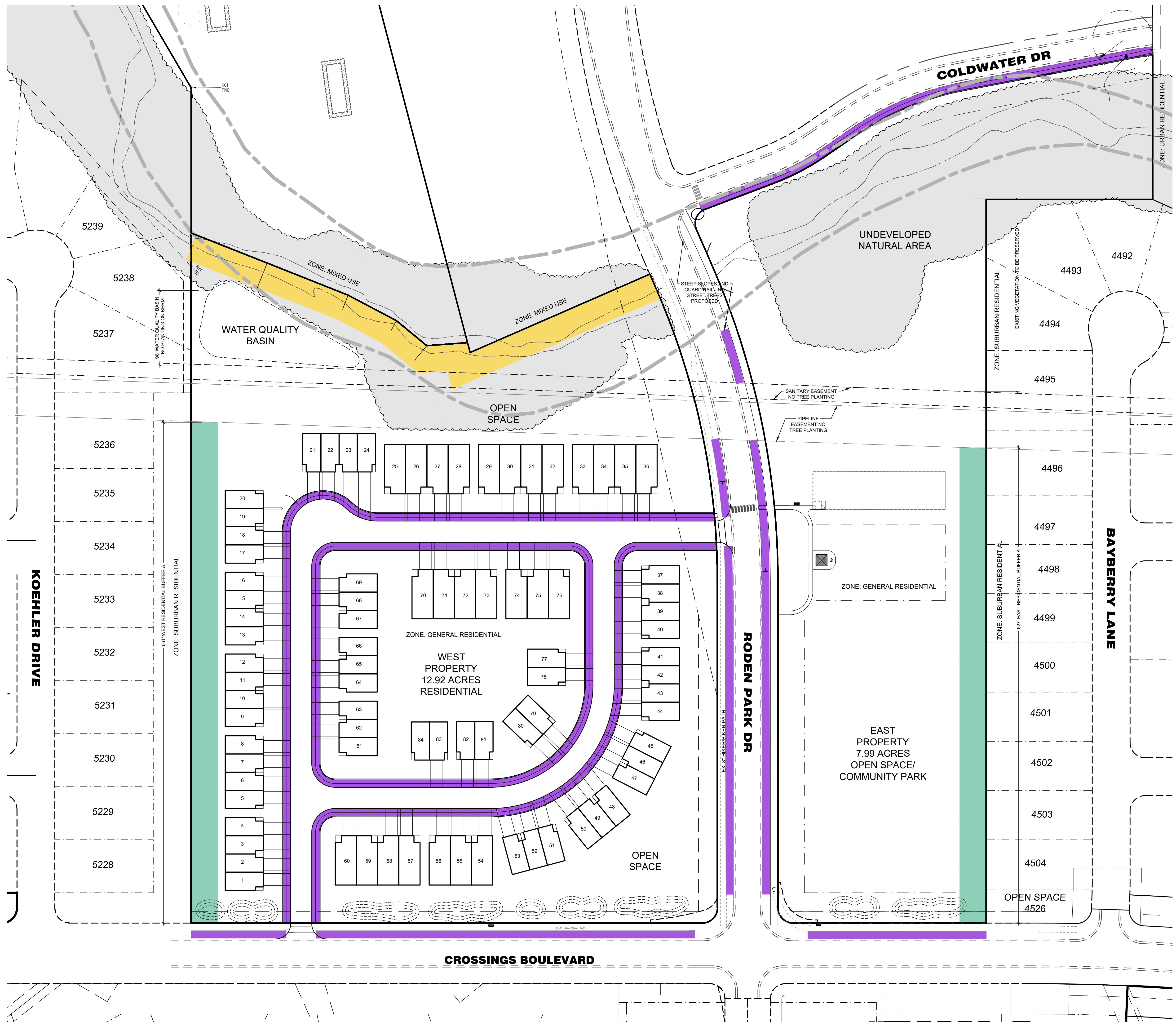
BUFFER YARD A REQUIREMENTS (WIDTH 35'):

PLANTINGS PER 100 LF:
(1) CANOPY TREE
(5) ORNAMENTAL TREES
(15) SHRUBS

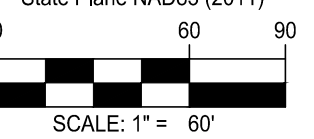
* (2) ORNAMENTAL TREES CAN BE SUBSTITUTED WITH (1) EVERGREEN

EAST PROPERTY

- ***NORTH: MIXED USE - BUFFER B***
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS
 - ***EAST: URBAN RESIDENTIAL - NO BUFFER***
SUBURBAN RESIDENTIAL - BUFFER A - 627 LF
7 CANOPY TREES
32 ORNAMENTAL TREES
94 SHRUBS
 - ***SOUTH: CROSSING BOULEVARD - STREET TREES***
 - ***WEST: RODEN PARK DR. - STREET TREES***
- WEST PROPERTY**
- ***NORTH: MIXED USE - BUFFER B***
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS
 - ***EAST: RODEN PARK DR. - STREET TREES***
 - ***SOUTH: CROSSING BOULEVARD - STREET TREES***
 - ***WEST: SUBURBAN RESIDENTIAL - BUFFER A - 661 LF***
7 CANOPY TREES
33 ORNAMENTAL TREES
100 SHRUBS



Basis of Bearing:
State Plane NAD83 (2011)

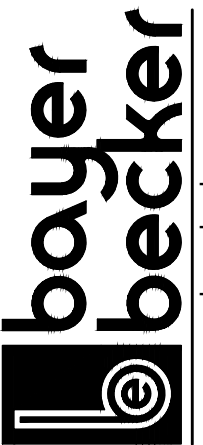
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TOWNES AT MONROE CROSSINGS

**SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO**

LANDSCAPE PLAN: ZONING

LANDSCAPE PLAN: ZONING



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Drawing:

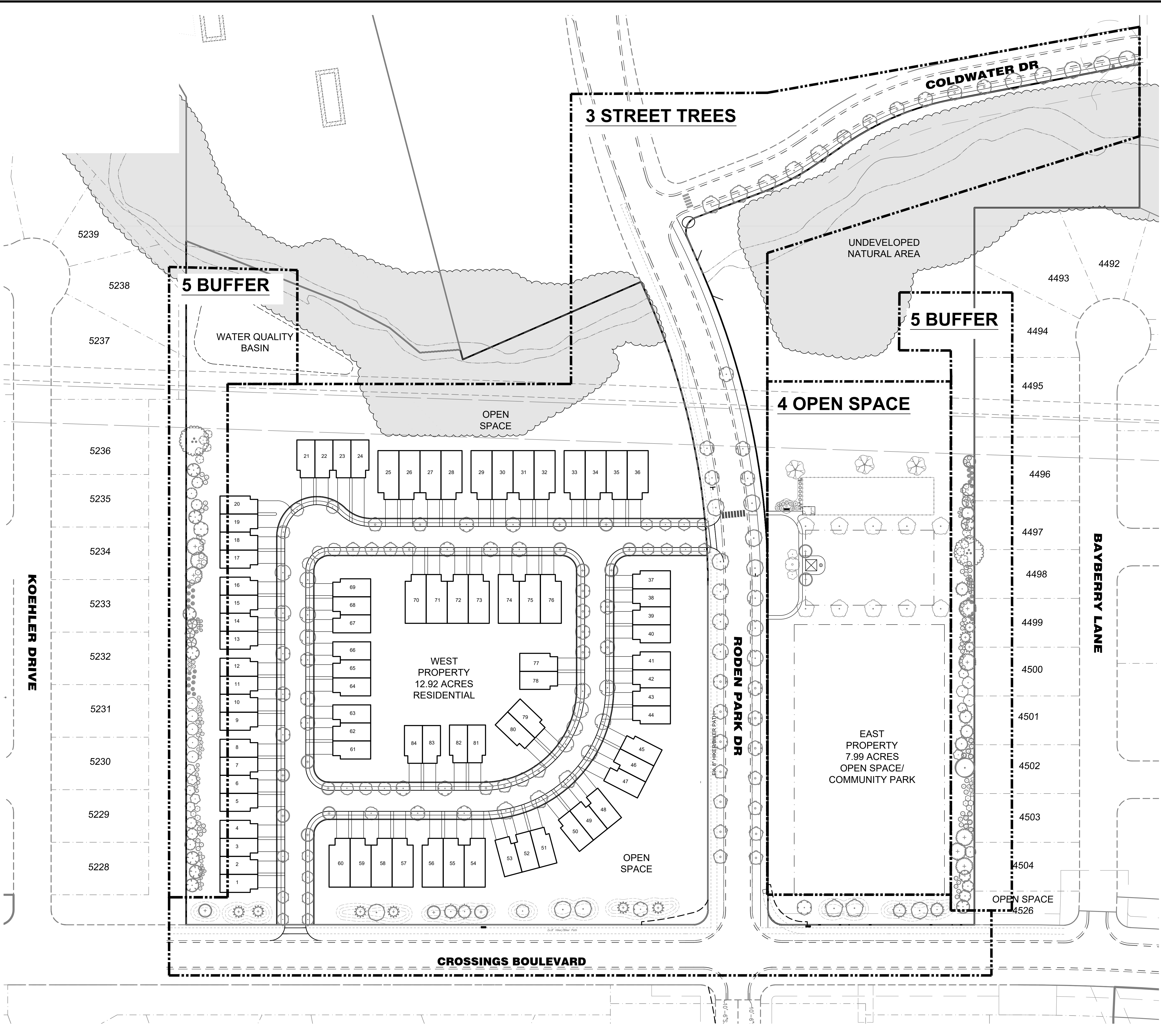
Drawn by: IEM

Checked By: A. JB

Issue Date: 02-18-25

Sheet:

1



Basis of Bearing:
State Plane NAD83 (2011)

0 50 75

SCALE: 1" = 50'

Item	Revision Description	Date	Drawn	Checked
1	REVISED PER MONROE	03-03-25	JAB	

TOWNES AT MONROE CROSSINGS

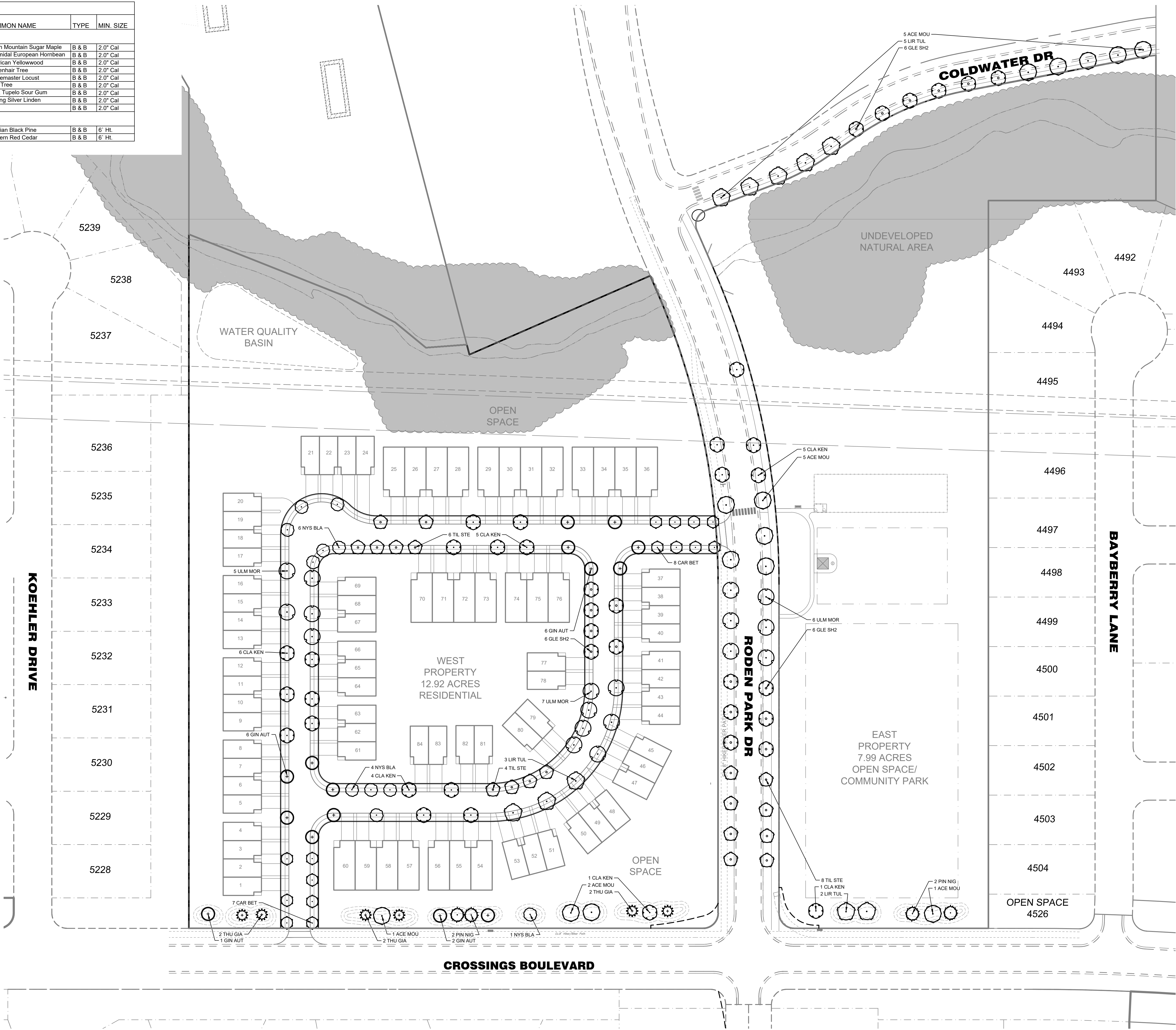
SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

LANDSCAPE PLAN : OVERALL

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Drawing:	21-0017.LA
Drawn by:	LEM
Checked By:	AJB
Issue Date:	02-18-25
Sheet:	2

PLANT SCHEDULE					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
ACE MOU	14	Acer saccharum 'Green Mountain' TM	Green Mountain Sugar Maple	B & B	2.0" Cal
CAR BET	15	Carpinus betulus 'Fastigiata'	Pyramidal European Hornbeam	B & B	2.0" Cal
CLA KEN	22	Cladrastis kentukea	American Yellowwood	B & B	2.0" Cal
GIN AUT	15	Ginkgo biloba 'Autumn Gold' TM	Maidenhair Tree	B & B	2.0" Cal
GLE SH2	18	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2.0" Cal
LIR TUL	10	Liriodendron tulipifera	Tulip Tree	B & B	2.0" Cal
NYS BLA	11	Nyssa sylvatica 'Black Tupelo'	Black Tupelo Sour Gum	B & B	2.0" Cal
TIL STE	18	Tilia tomentosa 'Sterling'	Sterling Silver Linden	B & B	2.0" Cal
ULM MOR	18	Ulmus x 'Morton Accolade' TM	Elm	B & B	2.0" Cal
EVERGREEN TREES					
PIN NIG	4	Pinus nigra	Austrian Black Pine	B & B	6' Ht.
THU GIA	6	Thuja plicata 'Green Giant'	Western Red Cedar	B & B	6' Ht.





Basis of Bearing:
State Plane NAD83 (2011)

0 50 75

SCALE: 1" = 50'

Item	Revision Description	Date	Drawn	Checked
1	REVISED PER MONROE	03-03-25	JAB	

TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

LANDSCAPE PLAN: STREET TREES

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Drawing: 21-0017.LA

Drawn by: LEM

Checked by: AJB

Issue Date: 02-18-25

Sheet: 3



PLANT SCHEDULE OPEN SPACE						
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE	
DECIDUOUS TREES						
GNV AJU	2	Okoko biloba 'Autumn Gold' TM	Shadenhair Tree	B & B	2.0' Cal	
GLE SH2	2	Gleditsia triacanthos inermis 'Shademaker' TM	Shademaker Locust	B & B	2.0' Cal	
GYM DIO	3	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	B & B	2.0' Cal	
LIR LUL	10	Liriodendron tulipifera	Tulip Tree	B & B	2.0' Cal	
ORNAMENTAL TREES						
AME GRA	2	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0' Cal	
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	
DECIDUOUS SHRUBS						
COR ART	3	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.	
RHU GRO	6	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.	
EVERGREEN SHRUBS						
CHA G13	5	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.	
ORNAMENTAL GRASSES						
CAL KAR	8	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump	

SITE FURNISHING DESIGN INTENT IMAGES



15' x 15' PAVILION



6' GENERATION 50 BENCH BY LANDSCAPE FORMS



47" ROUND CONCRETE FIRE PIT WITH STONE LEDGE



4' HT. BLACK VINYL CHAINLINK DOG PARK FENCE

WATER QUALITY BASIN

1 JUG NIG
5 AES PA3

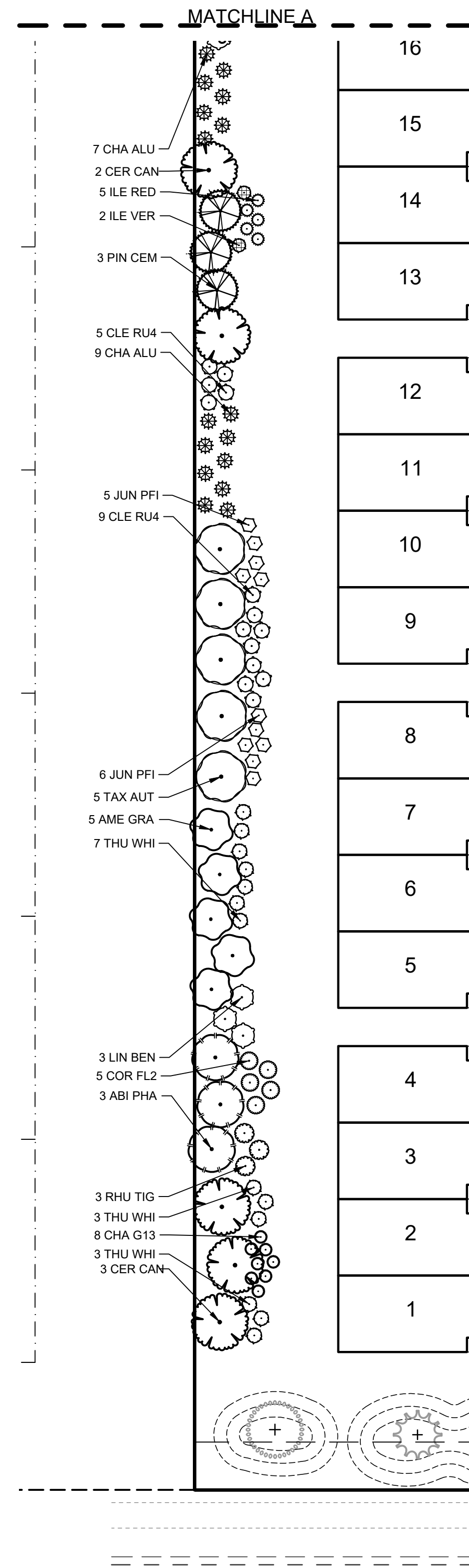
1 CER CAN
3 RHU TIG
3 ABI PHA

3 RHU TIG
1 CER CAN

1 CLA KEN
9 LIN BEN
3 PRU YED

20
19
18
17
16

MATCHLINE A



BUFFER YARD A REQUIREMENTS (WIDTH 35'):

(2) ORNAMENTAL TREES CAN BE SUBSTITUTED WITH (1) EVERGREEN

EAST PROPERTY BUFFER A - 627 LF

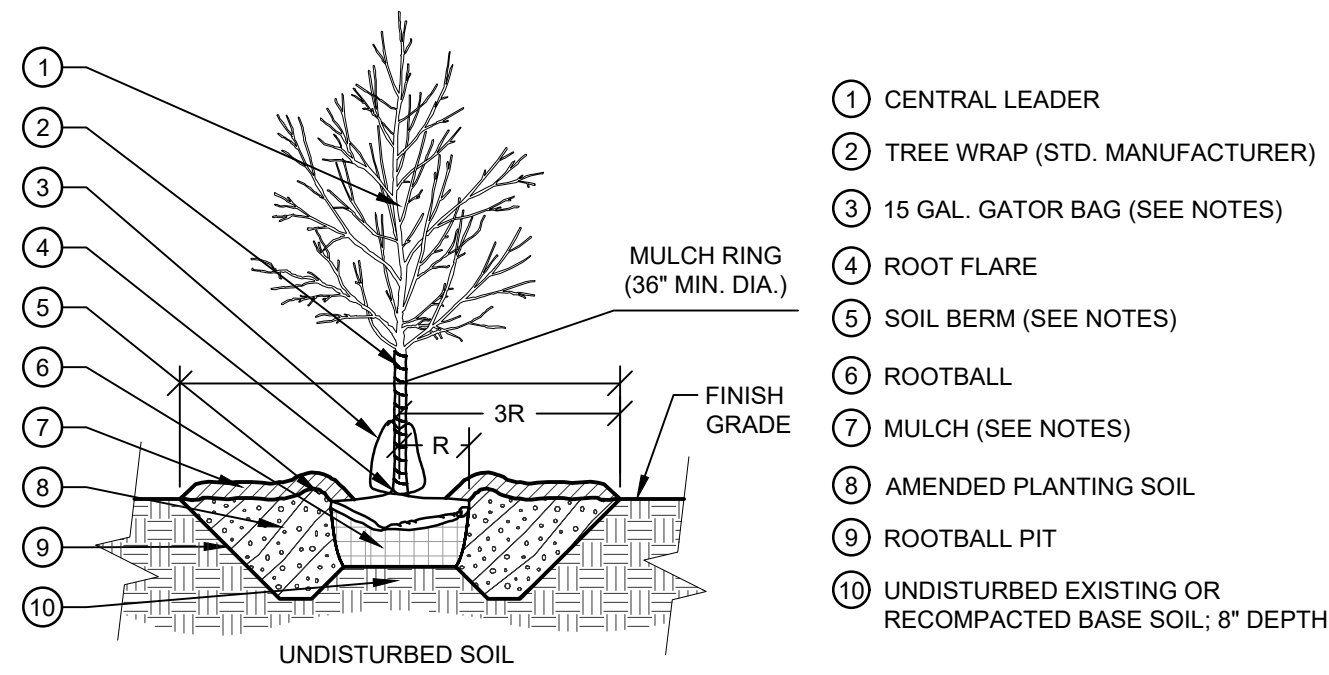
7 CANOPY TREES REQUIRED & PROVIDED
32 ORNAMENTALS REQ. 14 ORNAMENTAL & 9 EVERGREEN PROVIDED
94 SHRUBS REQUIRED & PROVIDED

WEST PROPERTY BUFFER A - 661 LF

7 CANOPY TREES REQUIRED & PROVIDED
33 ORNAMENTAL TREES REQ. 15 ORNAMENTAL &
100 SHRUBS REQUIRED & PROVIDED

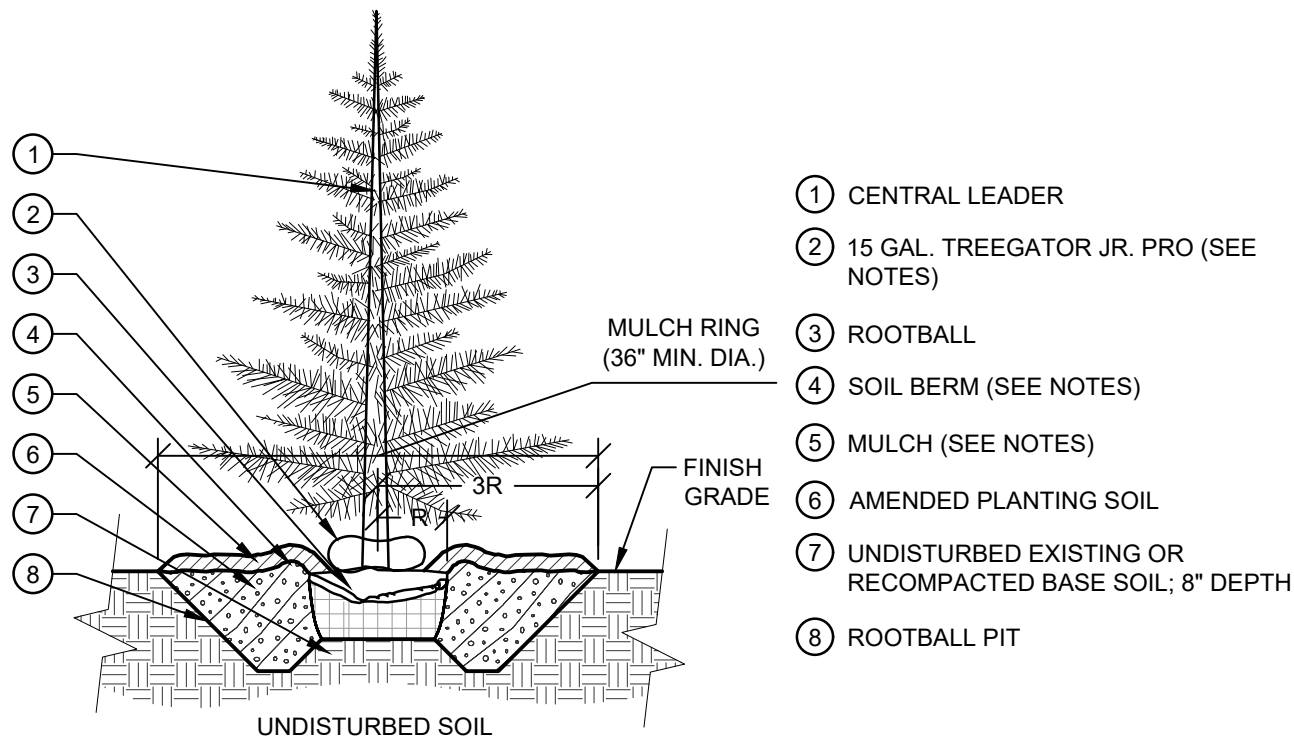
PLANT SCHEDULE WEST BUFFER					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
CLA KEN	1	Cladrastis kentukea	American Yellowwood	B & B	2.0" Cal
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0" Cal
TAX AUT	5	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0" Cal
EVERGREEN TREES					
ABI PHA	6	Abies balsamea panoreopsis	Canaan Balsam Fir	B & B	6' Ht.
PIN CEM	3	Pinus cembra	Swiss Stone Pine	B & B	6' Ht.
ORNAMENTAL TREES					
AME GRA	5	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
GER CAN	7	Cercis canadensis	Eastern Redbud	B & B	2.0" Cal
PRU YED	3	Prunus x yedoensis	Yoshino Cherry	B & B	2.0" Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
AES PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
GLE RU1	14	GLE RU1a triflora 'Ruby Spice'	Ruby Spice Clethra	5 gal	24" Ht.
COR FL2	5	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	B & B	30" Ht.
ILE VER	2	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30" Ht.
ILE RED	5	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18" Ht.
LIN BEN	12	Lindera benzoin	Spicebush	5 gal	30" Ht.
RHU TIG	9	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
CHA AL1	16	Chamaecyparis lawsoniana 'Alumii'	Lake Erie Blue Flakes Cypress	B & B	36" Ht.
CHA G13	8	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.
JUN PFI	11	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfizer Juniper	B & B	30" Ht.
THU WH1	13	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15" Ht.

PLANT SCHEDULE EAST BUFFER					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0' Cal
NYS BLA	2	Nyssa sylvatica 'Black Tupelo'	Black Tupelo Sour Gum	B & B	2.0' Cal
QUE COC	1	Quercus coccinea	Scarlet Oak	B & B	2.0' Cal
TAX AUT	3	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0' Cal
EVERGREEN TREES					
ABI PHA	1	Abies balsamea phanerolepis	Canaan Balsam Fir	B & B	6' Ht.
PIN NIG	5	Pinus nigra	Austrian Black Pine	B & B	6' Ht.
THU GIA	3	Thuja plicata 'Green Giant'	Western Red Cedar	B & B	6' Ht.
ORNAMENTAL TREES					
AME GRA	3	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0' Cal
ER CAJ	3	Cercis canadensis	Eastern Redbud	B & B	2.0' Cal
COT GRO	3	Cotinus obovatus	American Smoke Tree	B & B	2.0' Cal
PRU YED	5	Prunus x yedoensis	Yoshino Cherry	B & B	2.0' Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
AE5 PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
OLE RUI	6	Celtis alnifolia 'Ruby Spice'	Ruby Spice Celtis	5 gal	24" Ht.
COR FLR	14	Cornus species 'Flaviramea'	Yellow Twig Dogwood	B & B	30" Ht.
ILE VER	1	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30" Ht.
ILE RED	6	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18" Ht.
LIN BEN	7	Lindera benzoin	Spicebush	5 gal	30" Ht.
PHY DI2	10	Physocarpus opulifolius 'Diabolo'	Diablo Ninebark	B & B	30" Ht.
RHU TIG	11	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
CHA ALU	13	Chamaecyparis lawsoniana 'Alumii'	Lake Erie Blue False Cypress	B & B	36" Ht.
CHA G13	3	Chamaecyparis lawsoniana 'Golden Mop'	Golden Mop Threading False Cypress	B & B	24" Ht.
JUN FOR	8	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	30" Ht.
THU WHI	10	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15" Ht.



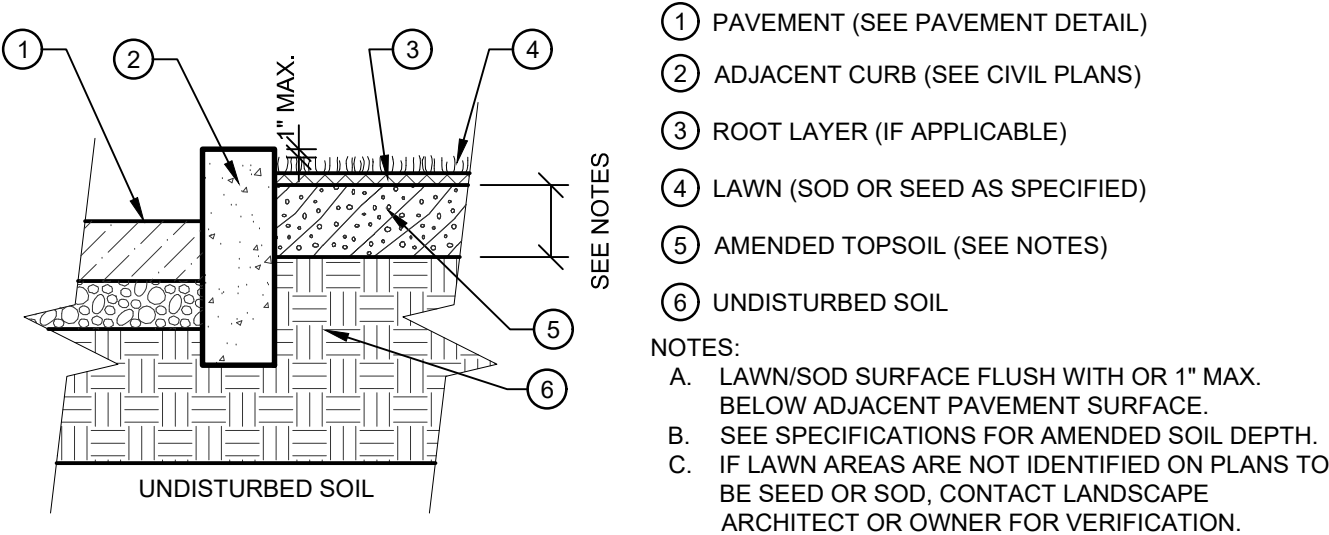
- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG. 1"-4" CALIPER (1 BAG), 5"-8" (2 BAGS).
 - TREE WRAP FOR TREES ABOVE 5" CALIPER REQUIRE A 4" CORRUGATED PVC TUBING DOUBLE WRAPPED IN FILTER FABRIC SOCK PIPE.
 - TREES UNDER 5" CALIPER ARE NOT REQUIRED TO BE GUYED UNLESS LOCATED ON SLOPES GREATER THAN 3:1 OR IN A WINDY LOCATION OR OTHER WISE DETERMINED NECESSARY.

1 TYP. TREE PLANTING DETAIL
NOT TO SCALE P-21-HYD-01

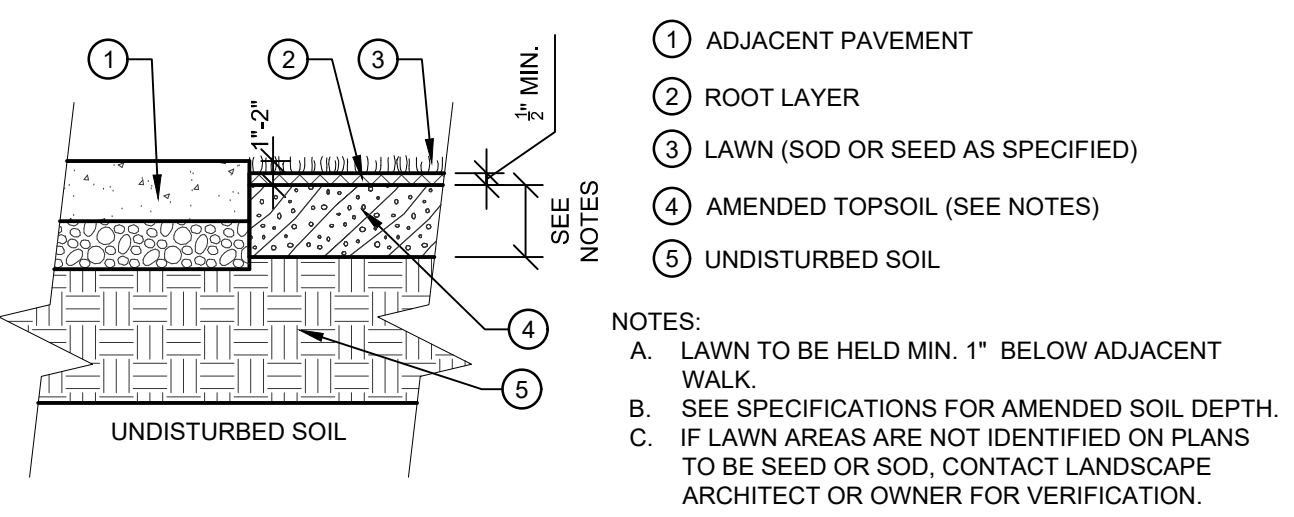


- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG.

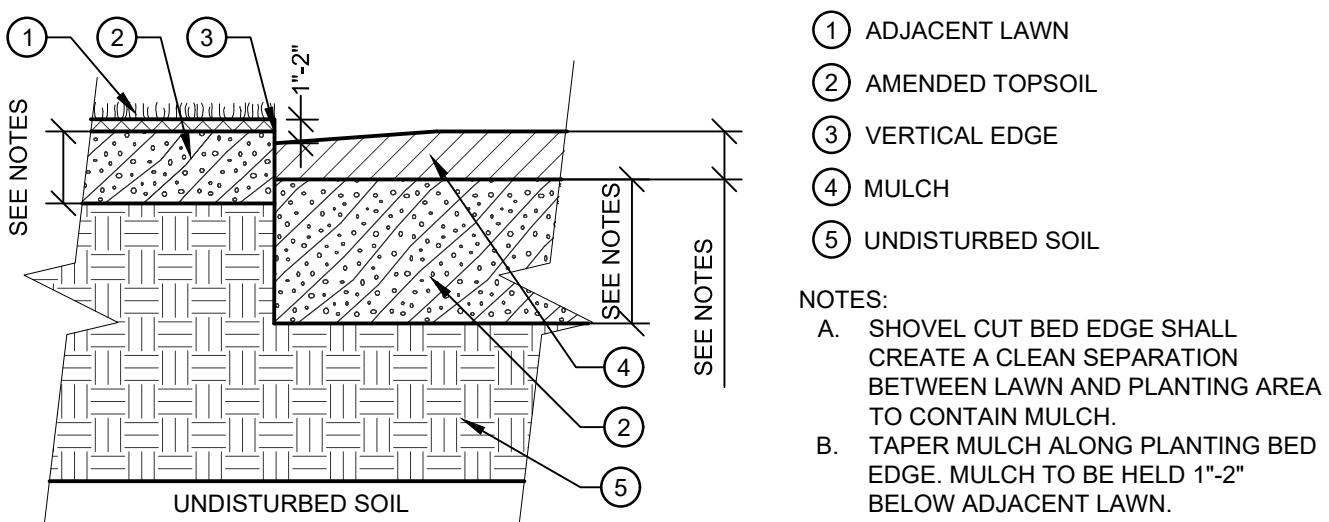
2 TYP. EVERGREEN PLANTING DETAIL
NOT TO SCALE P-21-HYD-02



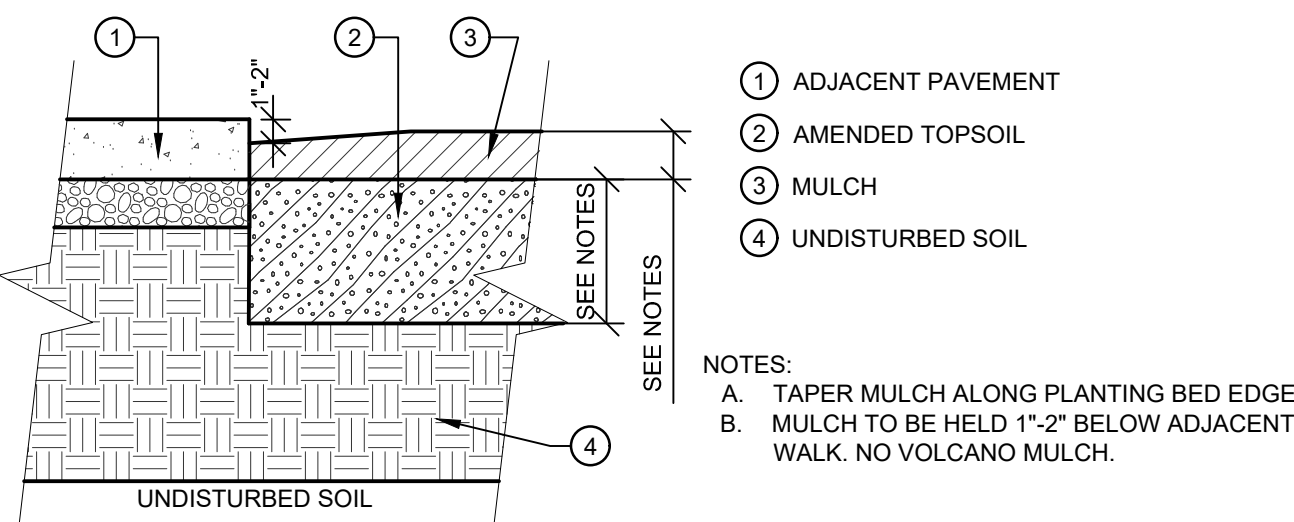
3 LAWN ADJACENT TO CURB
NOT TO SCALE P-21-HYD-04



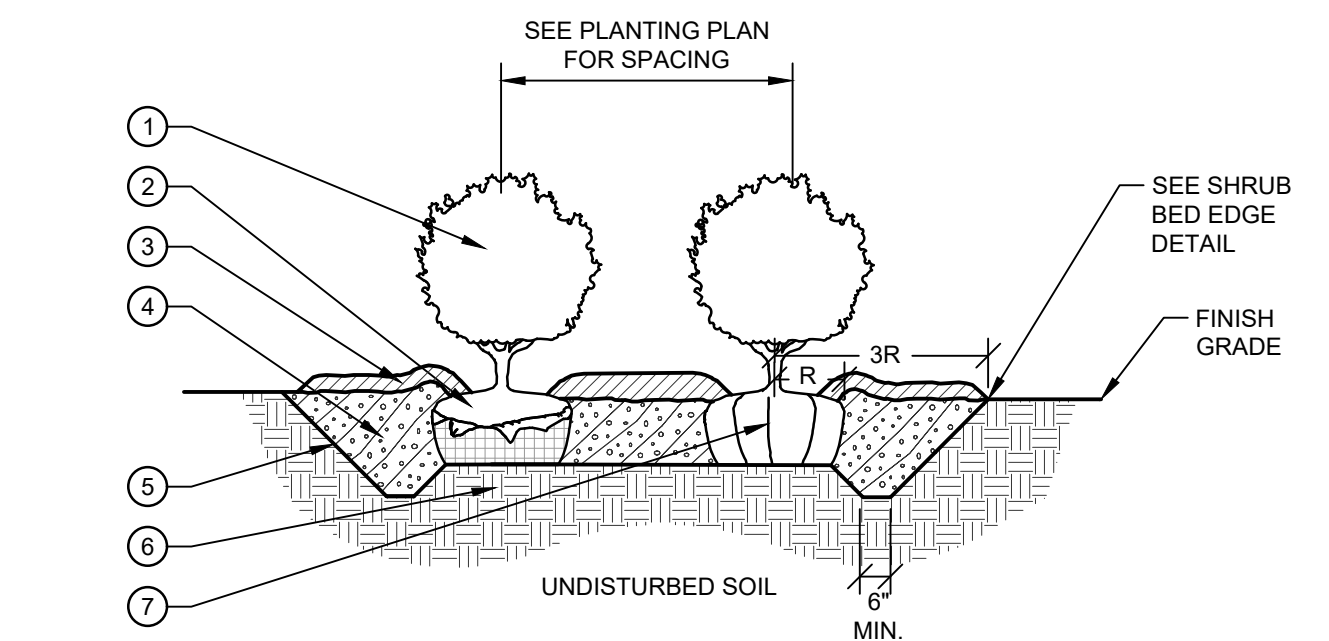
4 LAWN ADJACENT TO PAVED SURFACE
NOT TO SCALE P-21-HYD-05



5 MULCH BED EDGE ADJACENT TO LAWN
NOT TO SCALE P-21-HYD-07

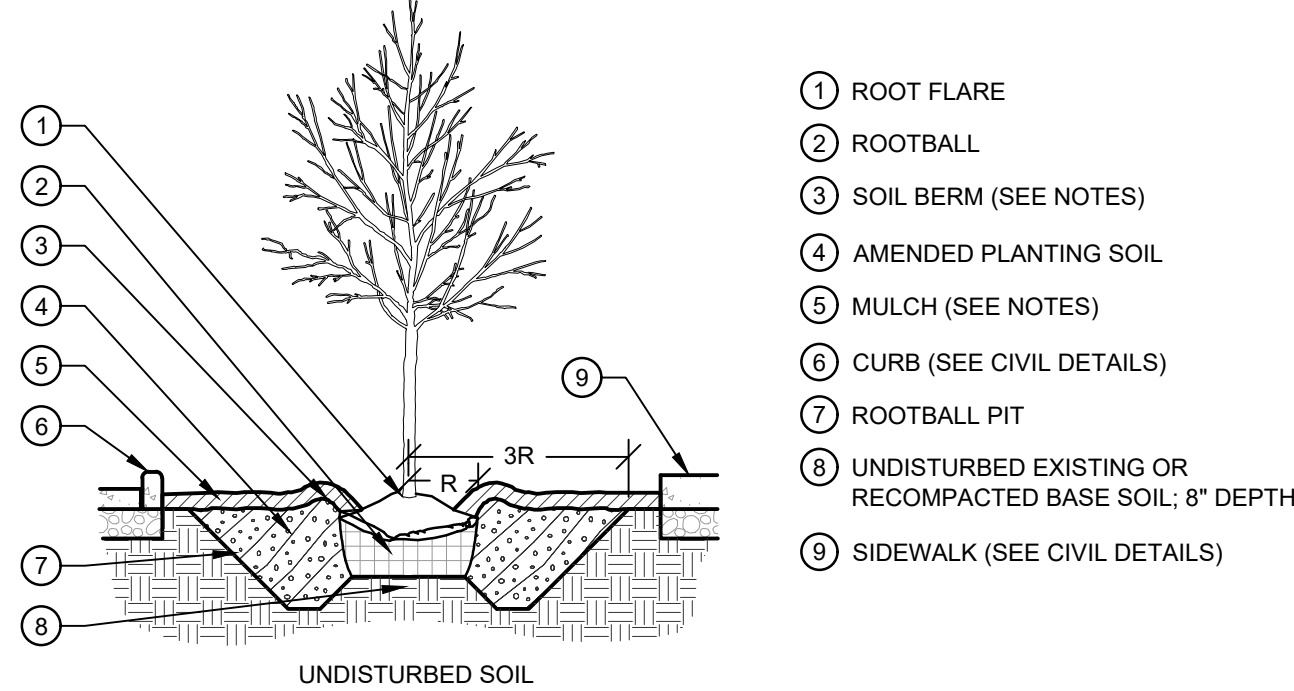


6 MULCH BED EDGE ADJACENT TO WALK
NOT TO SCALE P-21-HYD-08



- NOTES:
- B&B: REMOVE TWINE, ROPE, WIRE, & BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - CONTAINER: LOOSEN ROOT BALL OF ANY ROOT BOUND SHRUB.
 - SHRUB PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF SHRUB PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - MULCH ENTIRE SHRUB BED (SEE SPECIFICATIONS FOR DEPTH). MINIMUM 36" RADIUS. DO NOT PLACE MULCH WITHIN 3" OF STEMS.

7 SHRUB PLANTING DETAIL
NOT TO SCALE P-21-HYD-06



- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH (SEE SPECIFICATIONS FOR DEPTH). DO NOT PLACE MULCH WITHIN 3" OF TRUNK. TOP OF MULCH SHALL BE A MINIMUM OF 1" BELOW ADJACENT CURB/WALK FOR MULCH CONTAINMENT.
 - SEE TYP. TREE PLANTING DETAIL FOR TREE WRAP AND WATERING REQUIREMENTS.

8 TREE ADJACENT TO CURB AND SIDEWALK
NOT TO SCALE P-21-HYD-15

GENERAL LANDSCAPE NOTES

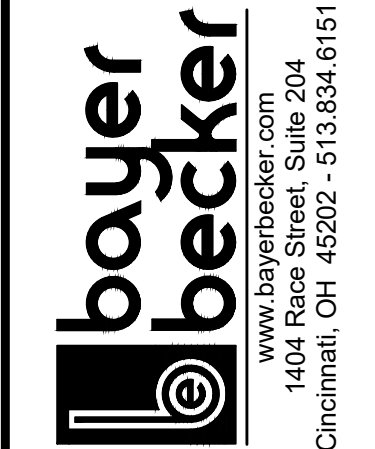
- REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK NEEDED TO ACHIEVE THE FINISHED PRODUCT INTENDED BY THE OWNER. IN ADDITION, THE CONTRACTOR SHALL AT ONCE REPORT TO THE LANDSCAPE ARCHITECT, INACCURACIES OR INCONSISTENCIES DISCOVERED, FAILURE TO REASONABLY RECOGNIZE OR NOTIFY THE LANDSCAPE ARCHITECT OF SUCH ITEMS SHALL RELEASE THE LANDSCAPE ARCHITECT AND OWNER OF ALL LIABILITY. ANY DEVIATIONS FROM THESE DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK, LOCATING ALL UNDERGROUND UTILITIES, AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
- CONTRACTOR MUST CERTIFY THAT ITS SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
- REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL TRAFFIC AND SAFETY REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.
- LANDSCAPE CONTRACT IS RESPONSIBLE FOR COORDINATING WITH OTHER CONTRACTORS AND/OR LOCATING PROPOSED SITE UTILITIES, STORM STRUCTURES, EASEMENTS, ETC.
- ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY (IF REQUIRED) PRIOR TO INSTALLATION.
- INSTALL PLANTS - REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.
- IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE UNDER 5" CALIPER, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD, AT WHICH POINT ANY STAKES & WIRE ARE TO BE REMOVED BY THE CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S RECOMMENDATION FOR ALL TREES THAT ARE NOT OTHERWISE IRRIGATED. GATOR BAGS TO BE INSTALLED AND FILLED BETWEEN JUNE AND AUGUST. (1) BAG REQUIRED FOR 1" - 4" CALIPER TREES AND (2) BAGS REQUIRED FOR 5" - 8" CALIPER TREES.
- LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS TO RECEIVE MULCH SHALL BE HELD 4 INCHES BELOW TOP OF CURB AND 2 INCHES BELOW TOP OF CURB FOR SOD.
- CONTRACTOR TO RUN PERCOLATION TESTS TO ASSURE PROPER DRAINAGE IN PLANTING AREAS.
- ADDITIONAL ROCK EXCAVATION AND TOPSOIL MAY BE REQUIRED TO OBTAIN SPECIFIED PLANTING DEPTHS FOR ROOT COVERAGE BASED ON SITE CONDITIONS.

IRRIGATION NOTES

- LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PLANT MATERIAL WITH THE IRRIGATION CONTRACTOR. IRRIGATION SYSTEM TO BE ACTIVATED UPON COMPLETION OF ALL LAWN AREAS.
- ALL IRRIGATION COMPONENTS SHALL BE OF THE SAME MANUFACTURER & INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- FURNISH ALL DESIGN, LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION OF AN IRRIGATION SYSTEM TO SERVICE ALL LAWN AND PLANTED AREAS.
- THE CONTRACTOR SHALL PROVIDE LAYOUT AND DESIGN COORDINATION WITH THE LANDSCAPE REQUIREMENTS OF THE PLANTING TYPES, LOCATIONS AND SHALL INCLUDE WATER SAVING PRODUCTS (LIKE EPA WATERSENSE) AND PRACTICES WHICH DEMONSTRATE THE HIGHEST LEVEL OF PERFORMANCE (WATER SAVING FEATURES).
- SMART CONTROLLERS, HIGH-EFFICIENCY SPRAY NOZZLES, PRESSURE REGULATED HEADS, AND DRIPLINE IN BEDS MUST BE INCORPORATED. INDIVIDUAL SUB-ZONES MUST BE TAILORED TO THE WATERING REQUIREMENTS OF EACH MAJOR PLANT TYPE. UNDER NO CIRCUMSTANCES SHALL ANY TURF AREAS BE WATERED IN COMBINATION WITH PLANT BEDS. SPACING OF ALL SPRINKLER EQUIPMENT SELECTED SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS AS PUBLISHED. "HEAD TO HEAD" COVERAGE IS REQUIRED IN ALL TURF AREAS.
- IRRIGATION CONTRACTOR SHALL PARTICIPATE IN COORDINATION MEETINGS AS REQUIRED WITH THE OWNER'S REPRESENTATIVE AND RELATED PARTIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE IRRIGATION SYSTEM IS TO BE INSTALLED BY A CONTRACTOR WHO SPECIALIZES IN IRRIGATION DESIGN AND INSTALLATION AND HAS INSTALLED AT LEAST FIVE (5) PROJECTS OF EQUAL OR COMPARATIVE SIZE AND COMPLEXITY. IRRIGATION WORK SHALL BE PERFORMED BY A SINGLE FIRM, ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND LICENSED AS A CONTRACTOR IN THE STATE WHERE THE PROJECT IS TO BE INSTALLED.
- THE SYSTEM SHALL BE DESIGNED BY A CERTIFIED EPA WATERSENSE PARTNER, AS FOUND ON THE EPA WATERSENSE WEBSITE, OR MUST BE A MEMBER OF THE IRRIGATION ASSOCIATION (IA), FAIRFAZ, VA, AND HOLD A CID (CERTIFIED DESIGNER/DESIGNER) QUALIFICATION.
- REFERENCED STANDARDS: AMERICAN SOCIETY FOR TESTING AND MATERIALS, ANNUAL BOOK OF ASTM STANDARDS, LATEST EDITION.
- CODES AND STANDARDS: IRRIGATION DESIGN AND INSTALLATION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL GOVERNING AGENCY REQUIREMENTS AND TO INDUSTRY STANDARDS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, INCONSISTENCIES, OR CONTRADICTORY REQUIREMENTS.
- SUBSTITUTIONS: NO SUBSTITUTIONS FROM THE INITIAL PLAN WILL BE PERMITTED WITHOUT REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE. REQUESTS MUST BE MADE TWO (2) WEEKS IN ADVANCE OF THE PROJECT START DATE. IN THE EVENT THE CONTRACTOR WISHES TO MAKE SUBSTITUTIONS OF MATERIALS, SUFFICIENT DESCRIPTIVE LITERATURE, NEW DESIGN, AND MATERIAL SAMPLES MUST BE FURNISHED TO ESTABLISH THE MATERIAL AS AN EQUAL SUBSTITUTE, AND THE DESIGN AS FUNCTIONAL. THE PROPOSED MATERIAL SUBSTITUTION MUST MEET THE ORIGINAL DESIGN INTENT AS IT PERTAINS TO WATER CONSERVATION.
- APPROVAL AND SELECTION OF MATERIALS AND WORK: THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED UNDER THIS PERFORMANCE SPECIFICATION IS SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE WHO HAS THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN THEIR OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AT ANY STAGE OF THE OPERATION. REMOVE REJECTED WORK AND MATERIALS FROM PROJECT SITE AND REPLACE PROMPTLY.
- WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP, WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM, FREE FROM DEFECTS AND ADJUSTED PROPERLY FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
LANDSCAPE DETAILS



Drawing:	21-0017 LA
Drawn by:	LEM
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SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

A. SECTION INCLUDES:

1. PLANTS.
2. PLANTING SOILS.
3. MISCELLANEOUS PRODUCTS.

1.3 SUBMITTALS

- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT IDENTIFIED, INCLUDING SOILS.
1. PLANT MATERIALS: INCLUDE QUANTITIES, SIZES, QUALITY, AND SOURCES FOR PLANT MATERIALS.
2. PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THE PROJECT.
- B. SAMPLES FOR VERIFICATION: SUBMIT EACH PRODUCT AND MATERIAL WHERE REQUIRED BY THE SPECIFICATIONS TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
- C. PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, FROM MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:
 1. MANUFACTURER'S CERTIFIED ANALYSIS OF STANDARD PRODUCTS.
- D. MATERIAL TEST REPORTS: FOR STANDARDIZED ASTM D 5268 TOPSOIL, EXISTING NATIVE SURFACE TOPSOIL, AND IMPORTED OR MANUFACTURED TOPSOIL.
- E. WARRANTY: SAMPLE OF SPECIAL WARRANTY.

1.4 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF PLANTS.
 1. EXPERIENCE: FIVE YEARS' EXPERIENCE IN LANDSCAPE INSTALLATION IN ADDITION TO REQUIREMENTS IN DIVISION 01 SECTION "QUALITY REQUIREMENTS."
 2. INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT WHEN WORK IS IN PROGRESS.
- B. PESTICIDE APPLICATION: STATE LICENSED, COMMERCIAL.
- B. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; SODIUM ABSORPTION RATIO; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.
 1. TESTING METHODS: USE THE FOLLOWING TESTING METHODS THAT COMPLY WITH USDA'S HANDBOOK NO. 60.
 2. THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING, WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE ARCHITECT. A MINIMUM OF THREE REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.
3. REPORT SUITABILITY OF TESTED SOIL FOR PLANT GROWTH.
 - a. BASED UPON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. (92.9 SQ. M) OR VOLUME PER CU. YD. (0.76 CU. M) FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
 - b. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
- C. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
 - a. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
- D. MEASUREMENTS: MEASURE ACCORDING TO ANSI Z60.1. DO NOT PRUNE TO OBTAIN REQUIRED SIZES.
 1. TREES AND SHRUBS: MEASURE WITH BRANCHES AND TRUNKS OR CANES IN THEIR NORMAL POSITION. TAKE HEIGHT MEASUREMENTS FROM OR NEAR THE TOP OF THE ROOT FLARE FOR FIELD-GROWN STOCK AND CONTAINER-GROWN STOCK. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP TO TIP. TAKE CALIPER MEASUREMENTS 6 INCHES (150 MM) ABOVE THE ROOT FLARE FOR TREES UP TO 4-INCH (100-MM) CALIPER SIZE, AND 12 INCHES (300 MM) ABOVE THE ROOT FLARE FOR LARGER SIZES.
 2. OTHER PLANTS: MEASURE WITH STEMS, PETIOLES, AND FOLIAGE IN THEIR NORMAL POSITION.
- E. PLANT MATERIAL OBSERVATION: LANDSCAPE ARCHITECT MAY OBSERVE PLANT MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, CULTIVAR, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, PESTS, DISEASE SYMPTOMS, INJURIES, AND LATELIFE DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS IF APPLICABLE.
- B. BULK MATERIALS:
 1. DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
 2. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
3. ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS, LIME, AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
 - C. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF PLANTS DURING SHIPPING AND DELIVERY. DO NOT DROP PLANTS DURING DELIVERY AND HANDLING.
 - D. HANDLE PLANTING STOCK BY ROOT BALL.
 - E. STORE BULBS, CORMS, AND TUBERS IN A DRY PLACE AT 60 TO 65 DEG F (16 TO 18 DEG C) UNTIL PLANTING.
 - F. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED, AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS AND TREES IN THEIR APPROPRIATE ASPECT (SUN, FILTERED SUN, OR SHADE), PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
 1. SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
 2. DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
 3. WATER ROOT SYSTEMS OF PLANTS STORED ON-SITE DEEPLY AND THOROUGHLY WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY-WET CONDITION.

1.6 PROJECT CONDITIONS

- A. FIELD MEASUREMENTS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, AND CONSENTS OF ADJACENT PROPERTY OWNERS. VERIFY PLANTING LOCATIONS BY FIELD MEASUREMENTS BEFORE PROCEEDING WITH PLANTING WORK.
- B. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- C. COORDINATION WITH TURF AREAS (LAWNS): PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISH GRADES ARE ESTABLISHED AND BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED.
 1. WHEN PLANTING TREES, SHRUBS, AND OTHER PLANTS AFTER PLANTING TURF AREAS, PROTECT TURF AREAS, AND PROMPTLY REPAIR DAMAGE CAUSED BY PLANTING OPERATIONS.

1.7 WARRANTY

- A. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
 1. FAILURES INVOLVING MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
 - a. DEATH & UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE, LACK OF ADEQUATE MAINTENANCE, OR NEGLECT BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
 - b. STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
 - c. FAULTY PERFORMANCE OF TREE STABILIZATION, EDGINGS.
 - d. DETERIORATION OF METALS, METAL FINISHES, AND OTHER MATERIALS BEYOND NORMAL WEATHERING.
2. WARRANTY PERIODS FROM DATE OF PLANTING COMPLETION:
 - a. TREES, SHRUBS, VINES, AND ORNAMENTAL GRASSES: 12 MONTHS.
 - b. GROUND COVERS, BIENNIALS, PERENNIALS, AND OTHER PLANTS: 12 MONTHS.
3. INCLUDE THE FOLLOWING REMEDIAL ACTIONS AS A MINIMUM:
 - a. IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
 - b. REPLACE PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
 - c. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
 - d. PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD, FOR REPLACED PLANT MATERIAL.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. GENERAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE OR PLANT LEGEND SHOWN ON DRAWINGS AND COMMON PRACTICES AND DEVELOPMENT OF PLANTING SCHEDULES DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
 1. TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK ("INCLUDED BARK"); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 3/4 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.
 2. COLLECTED STOCK: DO NOT USE PLANTS HARVESTED FROM THE WILD, FROM NATIVE STANDS, FROM AN ESTABLISHED LANDSCAPE PLANTING, OR NOT GROWN IN A NURSERY UNLESS OTHERWISE INDICATED.

- B. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT.
 - D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
 - E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.
- 3.8 PLANTING AREA MULCHING
- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
 - B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
 1. TREES AND SHRUBS: APPLY ORGANIC MULCH TO A RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 2. ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

2.2 INORGANIC SOIL AMENDMENTS

- A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
 1. PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE PER ASTM 605, CONTAINING NOT LESS THAN 85% OF TOTAL CARBONATES AND SHALL BE GROUND TO SUCH A FINENESS THAT 50% WILL PASS THROUGH A 100 MESH SIEVE AND 90% WILL PASS THROUGH A 20 MESH SIEVE. COARSER MATERIAL WILL BE ACCEPTABLE PROVIDED THE SPECIFIED RATES OF APPLICATION ARE INCREASED PROPORTIONALLY ON THE BASIS OF QUANTITIES PASSING THE 100 MESH SIEVE.
- B. SULFUR: GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING THROUGH NO. 6 (3.35-MM) SIEVE AND A MAXIMUM OF 10 PERCENT PASSING THROUGH NO. 40 (0.425-MM) SIEVE.

2.3 MULCHES

- A. ORGANIC MULCH: FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF:
 1. TYPE: DOUBLE SHREDDED HARDWOOD BARK.

2.4 MISCELLANEOUS PRODUCTS

- A. ANTIDESICCANT: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RETARDER, FILM FORMING, FOR TREES AND SHRUBS. DELIVER IN ORIGINAL, SEALED, AND FULLY LABELED CONTAINERS AND MIX ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
- B. TREE-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4" WIDE MINIMUM, WITH STRETCH FACTOR 3:1 PERCENT.
- C. PRE-EMERGENT HERBICIDE: PRE-EMERGENT WEED SEEDLINGS, APPLY ONE OF THE FOLLOWING PRE-EMERGENT HERBICIDES AS MANUFACTURER'S RECOMMENDED RATE:
 1. ORYZALIN (SURFLAN).
 2. SIMAZIN (PRINCEP).
 3. TRIFLURALIN (TRIFLAN).
- D. POST-EMERGENT HERBICIDE: TO KILL EMERGENT WEEDS DURING MAINTENANCE PERIOD, APPLY ONE OF THE FOLLOWING POST-EMERGENT HERBICIDES AT MANUFACTURER'S RECOMMENDED RATE:
 1. SETHOXYDIM (POAST).
 2. FLUAZIFOP (FUSILADE).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE.
 1. VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.
 2. DO NOT MIX OR SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
 3. SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
 4. UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
 5. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
 - C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL, OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.

3.2 PREPARATION

- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
- B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- C. LAY OUT INDIVIDUAL TREE OR SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, AND ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE EXCAVATING OR PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.
- D. LAY OUT PLANTS AT LOCATIONS DIRECTED BY LANDSCAPE ARCHITECT. STAKE LOCATIONS OF INDIVIDUAL TREES AND SHRUBS AND OUTLINE AREAS FOR MULTIPLE PLANTINGS.
- E. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE ARCHITECT AND CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
- F. APPLY ANTIDESICCANT TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OVER TRUNKS (BEFORE WRAPPING), BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT DURING DIGGING, HANDLING, AND TRANSPORTATION.
 1. IF EXISTING TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY WITH ANTIDESICCANT AT NURSERY BEFORE MOVING AND AGAIN TWO WEEKS AFTER PLANTING.
- G. WRAP TREES AND SHRUBS WITH BURLAP FABRIC OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT FROM WIND AND OTHER DAMAGE DURING DIGGING, HANDLING, AND TRANSPORTATION.

3.3 PLANTING AREA ESTABLISHMENT

- A. LOOSEN SUBGRADE OF PLANTING AREAS TO A MINIMUM DEPTH OF 18 INCHES (450 MM). REMOVE STONES LARGER THAN 1 INCH (25 MM) IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 1. APPLY FERTILIZER DIRECTLY TO SUBGRADE BEFORE LOOSENING.
 2. SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING SOIL.
 - a. DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
 - b. MIX LIME WITH DRY SOIL BEFORE MIXING FERTILIZER.
3. SPREAD PLANTING SOIL TO A DEPTH OF 18 INCHES (450 MM) BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- B. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- C. RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- D. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A 45-DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING CENTER AREA OF BOTTOM RAISED 8 INCHES TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE AWAY FROM CENTER. DO NOT FURTHER DISTURB BASE. ENSURE THAT ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING AND ROOT GIRDLING AFTER PLANTING.
 1. EXCAVATE APPROXIMATELY THREE TIMES AS WIDE AS BALL DIAMETER FOR BALLED AND BURLAPPED STOCK.
 2. EXCAVATE AT LEAST 12 INCHES (300 MM) WIDER THAN ROOT SPREAD AND DEEP ENOUGH TO ACCOMMODATE VERTICAL ROOTS FOR BARE-ROOT STOCK.
 3. IF DRAIN LINE IS SHOWN ON DRAWINGS OR REQUIRED UNDER PLANTING AREAS, EXCAVATE TO TOP OF POROUS BACKFILL OVER TILE.
- B. SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS OR OTHER DELETERIOUS MATERIALS.
- C. OBSTRUCTIONS: NOTIFY LANDSCAPE ARCHITECT IF UNEXPECTED ROCK OR OBSTRUCTIONS DETRIMENTAL TO TREES OR SHRUBS ARE ENCOUNTERED IN EXCAVATIONS.
- D. DRAINAGE: NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS EVIDENCE UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PLANTING PITS.
- E. FILL EXCAVATIONS WITH WATER AND ALLOW TO PERCOLATE AWAY BEFORE POSITIONING TREES AND SHRUBS.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. BEFORE PLANTING, VERIFY THAT ROOT FLARE IS VISIBLE AT TOP OF ROOT BALL ACCORDING TO ANSI Z60.1. IF ROOT FLARE IS NOT VISIBLE, REMOVE SOIL IN A LEVEL MANNER FROM THE ROOT BALL TO WHERE THE TOP-MOST ROOT EMERGES FROM THE TRUNK. AFTER SOIL REMOVAL TO EXPOSE THE ROOT FLARE, VERIFY THAT ROOT BALL STILL MEETS SIZE REQUIREMENTS.
- B. REMOVE STEM GIRDLING ROOTS AND KINKED ROOTS. REMOVE INJURED ROOTS BY CUTTING CLEANLY; DO NOT BREAK.
- C. SET BALLED AND BURLAPPED STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
- D. SET CONTAINER-GROWN STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
 1. CAREFULLY REMOVE ROOT BALL FROM CONTAINER WITHOUT DAMAGING ROOT BALL OR PLANT.
 2. PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOICE AND AIR POCKETS. WHEN PIT IS APPROXIMATELY ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE WATER IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF PLANTING SOIL MIX.
- E. AFTER THE LANDSCAPE ARCHITECT HAS EXAMINED THE TRUNKS OF NEW INSTALLED TREES, WRAP TREES OF 2-INCH CALIPER AND LARGER WITH TREE-WRAP TAPE. START AT THE BASE OF THE TRUNK AND SPIRAL CIRCLE THE TRUNK TO THE HEIGHT OF THE FIRST BRANCHES. OVERLAP THE WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION; TAKE CORRECTIVE MEASURES REQUIRED BEFORE TREE WRAPPING.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. REMOVE ONLY DEAD, DYING, OR BROKEN BRANCHES. DO NOT PRUNE FOR SHAPE.
- B. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT.
- C. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT. HORTICULTURAL AND ARBORICULTURAL PRACTICES, UNLESS OTHERWISE INDICATED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS; REMOVE ONLY INJURED, DYING, OR DEAD BRANCHES FROM TREES AND SHRUBS; AND PRUNE TO RETAIN NATURAL CHARACTER.
- D. DO NOT APPLY PRUNING PAINT TO WOUNDS.

3.7 GROUND COVER AND PLANT PLANTING

- A. SET OUT AND SPACE GROUND COVER AND PLANTS OTHER THAN TREES, SHRUBS, AND VINES AS INDICATED IN EVEN ROWS WITH TRIANGULAR SPACING.
- B. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.

- C. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A SLIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER.
- D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

3.8 PLANTING AREA MULCHING

- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
- B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
 1. TREES AND SHRUBS: APPLY ORGANIC MULCH TO A RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 2. ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

3.9 PLANT MAINTENANCE

- A. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING TREE-STABILIZATION DEVICES, RESETTling PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
 - a. WATER EXISTING PROTECTED TREES AND VEGETATION WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
- B. FILL IN ALL AREAS OF SETTLEMENT THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
- C. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS. TREATMENTS INCLUDE PHYSICAL CONTROLS SUCH AS HOSSING OFF FOLIAGE, MECHANICAL CONTROLS SUCH AS TRAPS, AND BIOLOGICAL CONTROL AGENTS.

3.10 PESTICIDE APPLICATION

- A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
- B. PRE-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY TO TREE, SHRUB, AND GROUND-COVER AREAS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY TO SEEDING AREAS.
- C. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

3.11 CLEANUP AND PROTECTION

- A. DURING PLANTING, KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND WORK AREA IN AN ORDERLY CONDITION.
- B. PROTECT PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES WITHIN 20' OF CONSTRUCTION DISTURBANCE. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
- C. INSTALL MINIMUM 4" TALL FENCE 5' OUTSIDE THE DRIP LINE OF TREES TO REMAIN.
- D. AFTER INSTALLATION AND AFTER WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR OWNER OR OWNER'S REPRESENTATIVE, REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, LABELS, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANT MATERIAL, PLANTING AREAS, AND PROJECT SITE.

3.12 DISPOSAL

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

END OF SECTION 32 93 00

SECTION 31 14 00 - SITE RESTORATION OF LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

A. SECTION INCLUDES:

1. SPREAD AND CONDITION EXISTING STOCKPILED TOPSOIL.
2. PROVIDE NEW, IF REQUIRED, LIME.
3. TILL, DISTRIBUTE AND GRADE TOPSOIL.
4. CLEAN UP.

1.3 SUBMITTALS (SUBMIT ALL THE FOLLOWING REPORTS, IN TRIPLICATE, TO OWNER FOR REVIEW)

- A. LABORATORY TESTS: SUBMIT COPIES OF TOPSOIL LABORATORY TESTS TO THE OWNER.
- B. FERTILIZER: SUBMIT COPIES ATTESTING TO THE FERTILIZER COMPOSITION TO THE OWNER.
- C. SEED MIX: SUBMIT COPIES ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.
- D. SOD: SUBMIT COPIES FROM THE SOD SOURCE ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.

1.4 SITE PROTECTION

- A. PROTECT EXISTING GROUNDS, PLANTS, LAWNS AND VEGETATION TO REMAIN.
 1. PROTECT EXISTING TREES TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING, SKINNING, OR BRUISING OF ROOTS AND BARK. SMOTHERING OF TREES BY COMPACTION OR STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN FIVE FEET OF OUTER EDGE OF DRIP LINE.
 - a. ERECT MINIMUM OF FOUR (4) FOOT HIGH FENCE FIVE (5) FEET OUTSIDE DRIP LINE OF TREES TO REMAIN.
 - b. ERECT TREE PROTECTION BEFORE STARTING SITE WORK OF ANY KIND. MAINTAIN FENCING DURING CONSTRUCTION PERIOD.
 - c. INTERFERING BRANCHES MAY ONLY BE REMOVED WITH PRIOR CONSENT FROM LANDSCAPE ARCHITECT.
 - d. IDENTIFY ANY TREES LANDSCAPE ARCHITECT WOULD LIKE VERTICALLY MULCHED, TRIMMED OR REPAIRED AS RESULT OF CONSTRUCTION IMPACT AT END OF PROJECT. ALL WORK TO BE DONE BY A CERTIFIED ARBORIST IF BE APPROVED BY LANDSCAPE ARCHITECT.
2. WATER TREES AND VEGETATION TO REMAIN WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
3. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PLANTS TO REMAIN. COST FOR TREE REPLACEMENT SHALL BE DETERMINED IN ACCORDANCE WITH THE "GUIDE FOR PLANT APPRAISAL" BY THE COUNCIL OF TREE AND LANDSCAPE APPRAISERS (INTERNATIONAL SOCIETY OF AGRICULTURE, PUBLICATION #P1209).

- B. TEMPORARY CONSTRUCTION ACCESS: PROJECT SITE ACCESS AND EQUIPMENT ACCESS ROUTES WITHIN THE PROJECT SITE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. ANY TEMPORARY GRAVEL PATH OR ACCESS MUST INCLUDE A GEOTEXTILE LINER TO ENSURE FULL REMOVAL OF GRAVEL/STONE FROM PROJECT SITE AT PROJECT COMPLETION.

1.5 STRIPPING AND STORAGE OF EXISTING TOPSOIL

- A. STRIP TOPSOIL TO FULL DEPTH AT AREAS IMPACTED & AT ALL AREAS TO BE RE-GRADED OR RESURFACED.
- B. STOP TOPSOIL STRIPPING OUTSIDE DRIP LINE OF TREES TO REMAIN / DO NOT STRIP AS TO IMPACT ROOT LINE OF TREES TO REMAIN.
- C. DISPOSE OF ROOTS, STONE AND OTHER DEBRIS: STORE TOPSOIL IN PILES WITHIN THE WORK LIMITS.
 1. OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ESTABLISHING TOPSOIL STORAGE AREAS.
 2. GRADE AND SLOPE STOCKPILES FOR PROPER DRAINAGE AND TO PREVENT EROSION.
 - D. THE REUSE OF STOCKPILED TOPSOIL WITHIN THE PROJECT SITE MUST BE APPROVED FOR PLACEMENT BY THE LANDSCAPE ARCHITECT.

PART 2 - PRODUCTS AND MATERIALS

2.1 TOPSOIL

- A. ALL TOPSOIL SHALL BE SHREDDED, CLEAN, AND OF UNIFORM QUALITY FREE FROM HARD CLODS, STIFF CLAY, PARTIALLY DISINTEGRATED STONE, LIME, CEMENT, SLAG, OR OTHER UNDESIRABLE MATERIAL. TOPSOIL SHALL CONFORM TO THE FOLLOWING:
 1. ORGANIC CONTENT: TOPSOIL SHALL CONTAIN BETWEEN 3% AND 10% ORGANIC MATTER AS DETERMINED BY LOSS OF IGNITION.
 2. PH: TOPSOIL PH SHALL RANGE BETWEEN 6.0 AND 7.5
 3. SOIL TEXTURE: TOPSOIL SHALL CONSIST OF THE FOLLOWING PERCENTAGES OF SAND, SILT, AND CLAY PASSING THROUGH A 200MM (#10) SIEVE:
 - a. SAND: 30% TO 75%
 - b. SILT: 15% TO 70%
 - c. CLAY: 10% TO 30%
- B. TOPSOIL MUST BE APPROVED BY GROUND'S MANGER PRIOR TO PLACEMENT. TOPSOIL TEST RESULTS SHALL SHOW RECOMMENDATION FOR SOIL ADDITIVES OR FERTILIZERS TO CORRECT NUTRIENT DEFICIENCIES AS NECESSARY. ALL SOIL AMENDMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO USE.

2.2 GRASS SEED

- A. GRASS SEED SHALL BE A TURF-TYPE TALL FESCUE BLEND SUCH AS TROPHY XRE TURF-TYPE TALL FESCUE BLEND OR APPROVED EQUAL BLEND WITH FRESH, CLEAN, NEW CROP SEED MIXTURES.
- B. SEED MIXTURE SHALL BE POA-FREE MEETING OREGON STATE STANDARDS FOR NOXIOUS WEED EXAMS.
- C. SEED MIXTURE FOR RECREATION FIELDS SHALL BE AS DIRECTED BY THE LANDSCAPE ARCHITECT.

2.3 SOD

- A. LANDSCAPE ARCHITECT APPROVED NURSERY GROWN TURF-TYPE TALL FESCUE BLEND SUITABLE FOR JOB SPECIFIC EXPOSURE, WEARABILITY, AND DISEASE RESISTANCE CONFORMING TO THE FOLLOWING PERCENTAGES OF GRASS TYPE:
 1. 100% - TURF TYPE TALL FESC

TOWNES AT MONROE CROSSING

Preliminary Stormwater Management Plan

CITY OF MONROE, BUTLER COUNTY, OHIO

FEBRUARY 18, 2025

PREPARED BY:

BAYER BECKER

6900 TYLERSVILLE ROAD

MASON, OHIO 45040

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STORM WATER MANAGEMENT

Townes at Monroe Crossing

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Site Description

Townes at Monroe Crossing

February 18, 2025

The Townes at Monroe Crossing is an attached single-family residential development located in the City of Monroe, Butler County, Ohio. The site is located north of Crossing Boulevard and west of Roden Park Drive. Construction includes installation of approximately 1,800 LF of roadway and utilities and creation of 84 attached single family home lots. The site consists of 12.92 acres, approximately 10.94 acres will be impacted by construction activity. The site contains portions that were previously graded for farming activity and native regions that contain woods. The existing site contains 0.0% impervious coverage. Upon completion of construction (including home construction) the site will be comprised of approximately 49% impervious coverage.

As per the NRCS Web Soil Survey, soils within the development area are a mix of hydrologic soil groups B and D. More details regarding the soil types on the site are listed on the Post-Developed and Soils Map on Page 7.

The site discharges to Coldwater Creek. Coldwater Creek then flows North to the Great Miami River. All water resources within the site area are shown on the Post-Developed and Soils Map on Page 7.

The project has been designed in accordance with the Ohio EPA General Permit Authorization for Stormwater Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System. Additionally, the site has been designed in accordance with the stormwater requirements of the City of Monroe. This development is located within a region where detention is not required per prior detention waiver. Water Quality BMPs have been provided to the 21,222 CF of WQv required for the development.



Water Quality Volume

Project: Townes at Monroe Crossing Designed By: MGS Date: 2/18/25
Job No.: 21-0017 Checked By: Date:
Basin ID: Basin 1 Revised By: Date:

Required Water Quality Volume

$$WQ_v = P R_v A/12$$

New Development Only

Site Drainage Area (A) = 10.94 acres (To Basin) $WQ_v = 0.406$ acre-ft.

Rainfall Depth (P) = 0.9 in. Sediment Storage Allowance = 20 %
Sediment Storage Allowance = 0.081 Ac-ft

Runoff Coefficient (Rv) = 0.49
 $R_v = 0.05 + 0.9i$; i=fraction of post -construction impervious surface

Total $WQ_v = 0.487$ Ac-ft
= 21,222 cu.ft.

Impervious (i) = 0.49

Existing Imperv 0 ac
Proposed Imperv 5.407 ac

Water Quality Release Rate

$$Q_{wqv} = \text{Total } WQ_v / RT$$

Required Retention Time (RT) = 48 hours

$Q_{wqv} = 0.123$ cfs

Provided Retention Time (PT) = 55 hours

Water Quality Outlet Orifice

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev	Area at Elev
Basin Inv. =	631.00	1005.10	0.00	0.00			
Contour 1 =	632.00	2599.20	1802.15	1802.15			
Contour 2 =	634.00	4289.25	6888.45	8690.60			
Contour 3 =	636.00	5394.10	9683.35	18373.95			
Contour 4 =	638.00	6505.60	11899.70	30273.65	636.48	21222.30	5660.152
Contour 5 =	640.00	7623.75	14129.35	44403.00			

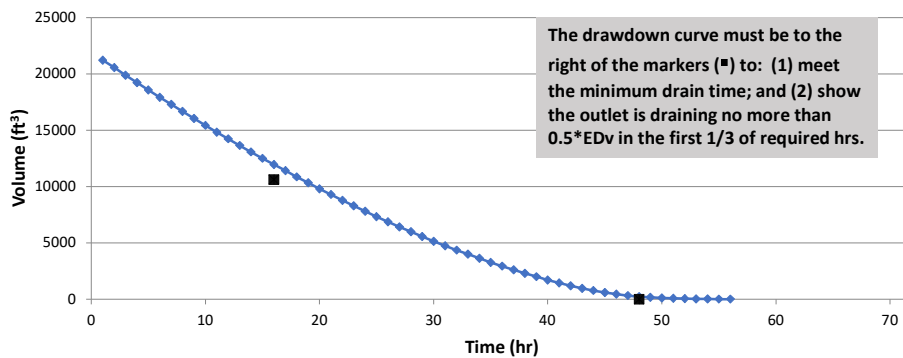
$$Q = N C_d A_o (2 g \Delta h)^{1/2}$$

$C_d = 0.61$
 $A_o = 0.0167 \pi D^2/4$ for circular orifices; = h * w for rectangular orifices
 $g = 32.20$ ft/sec²
 $Q = 0.135$ cfs

Orifice h = 1.750 inch Orifice w = 0.00 inch (= 0 for circular orifice)
Number of orifices = N = 1

$\Delta h_{avg} = (\text{Elev at V} - \text{Basin Inv})/2 = 2.74$ ft

Basin - EDv Drawdown vs Time



Spillway

Q = 58.86 c.f.s.**	C=2.6	L=30	H=0.83
Spillway Invert			638.50
100 Year Weir Flow WS Elev			639.33
Top of Dike Elevation			640.50
Freeboard			1.17
Spillway Side Slope			3:1
Velocity (ft/s)			2.37

**Post-Developed 100yr Discharge



Water Quality Volume - Drawdown Calculation

Project: Townes at Monroe Crossing
Job No.: 21-0017
Basin ID: Basin 1
Designed By: MGS
Checked By:
Revised By:
Date: 2/18/25
Date:
Date:

Timestep 60 min
Orifice Diam. 1.75 in
Orifice Area 0.0167 ft
Orifice C 0.6
Orifice Inv 631.00
Q @ Top of Orifice 0.02

Drawdown Chart Data	
16	10,611
48	0

Time (hrs)	Stage	Storage	Discharge (c.f.s.)	Discharge (c.f.)
0	636.48	21222	0.187	673.18
1.000	636.37	20549	0.185	666.10
2.000	636.25	19883	0.183	659.01
3.000	636.14	19224	0.181	651.93
4.000	636.03	18572	0.179	644.85
5.000	635.91	17927	0.177	636.63
6.000	635.78	17291	0.174	627.92
7.000	635.65	16663	0.172	619.20
8.000	635.52	16043	0.170	610.48
9.000	635.39	15433	0.167	601.76
10.000	635.27	14831	0.165	593.04
11.000	635.15	14238	0.162	584.32
12.000	635.03	13654	0.160	575.60
13.000	634.91	13078	0.157	566.88
14.000	634.79	12511	0.155	558.15
15.000	634.67	11953	0.153	549.43
16.000	634.56	11404	0.150	540.70
17.000	634.45	10863	0.148	531.97
18.000	634.34	10331	0.145	523.24
19.000	634.23	9808	0.143	514.51
20.000	634.12	9293	0.140	505.78
21.000	634.02	8788	0.138	497.05
22.000	633.88	8291	0.135	485.43
23.000	633.74	7805	0.131	473.10
24.000	633.61	7332	0.128	460.77
25.000	633.47	6871	0.125	448.44
26.000	633.34	6423	0.121	436.10
27.000	633.21	5987	0.118	423.75
28.000	633.09	5563	0.114	411.40
29.000	632.97	5152	0.111	399.05
30.000	632.86	4753	0.107	386.69
31.000	632.74	4366	0.104	374.32
32.000	632.64	3992	0.101	361.95
33.000	632.53	3630	0.097	349.56
34.000	632.43	3280	0.094	337.18
35.000	632.33	2943	0.090	324.78
36.000	632.24	2618	0.087	312.37
37.000	632.15	2306	0.083	299.95
38.000	632.06	2006	0.080	287.53
39.000	631.95	1718	0.075	271.68
40.000	631.80	1447	0.069	247.33
41.000	631.67	1199	0.062	222.87
42.000	631.54	976	0.055	198.25
43.000	631.43	778	0.048	173.44
44.000	631.34	605	0.041	148.37
45.000	631.25	456	0.034	122.93
46.000	631.18	333	0.027	96.92
47.000	631.13	236	0.020	70.33
48.000	631.09	166	0.014	49.41
49.000	631.06	117	0.010	34.71
50.000	631.05	82	0.007	24.38
51.000	631.03	58	0.005	17.13
52.000	631.02	40	0.003	12.03
53.000	631.02	28	0.002	8.45
54.000	631.01	20	0.002	5.94
55.000	631.01	14	0.001	4.17
	631.01	10	0.001	2.93
	631.00	7	0.001	2.06
	631.00	5	0.000	1.45
	631.00	3	0.000	1.02
	631.00	2	0.000	0.71
	631.00	2	0.000	0.50
	631.00	1	0.000	0.35
	631.00	1	0.000	0.25
	631.00	1	0.000	0.17
	631.00	0	0.000	0.12
	631.00	0	0.000	0.09
	631.00	0	0.000	0.06
	631.00	0	0.000	0.04
	631.00	0	0.000	0.03
	631.00	0	0.000	0.02
	631.00	0	0.000	0.01
	631.00	0	0.000	0.01

Stage	Storage (cf)
631.00	0.00
632.00	1802.15
634.00	8690.60
636.00	18373.95
638.00	30273.65
640.00	44403.00

The stage and storage columns to the left may need to be adjusted based on design



Sediment Basin Design

Project: Townes at Monroe Crossing Designed By: MGS Date: 2/18/25
 Job No.: 21-0017 Checked By: Date:
 Basin ID: Basin 1 Revised By: Date:

Required Sediment Storage

Sediment Storage: 1000 cu.ft./disturbed acre
 Disturbed Tributary Area: 10.94 acres
 Required Sediment Storage: 10940.00 cu.ft.
 0.25 ac-ft

Required Dewatering Storage

Dewatering Volume: 1800 cu.ft./tributary acre
 Tributary Area: 10.94 acres
 Required Dewatering Storage: 19692 cu.ft.
 0.45 ac-ft

Sediment Storage Elevation

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev
Basin Inv. =	631.00	1005.1	0.00	0.00		
Contour 1 =	632.00	2599.20	1802.15	1802.15		
Contour 2 =	634.00	4289.25	6888.45	8690.60		
Contour 3 =	635.00	4846.90	4568.08	13258.68	634.49	10940.00

Dewatering Storage Elevation

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev
Outlet Inv. =	635.00	4846.90	0.00	0.00		
Contour 1 =	636.00	5394.1	5120.50	5120.50		
Contour 2 =	638.00	6505.6	11899.70	17020.20		
Contour 3 =	638.50	6799.15	3326.19	20346.39	638.40	19692.00

$$Q = N C_d A_o (2 g \Delta h)^{1/2}$$

$$C_d = 0.61$$

$$A_o = \pi D^2/4 \text{ for circular orifices; } = h * w \text{ for rectangular orifices}$$

$$g = 32.20 \text{ ft/sec}^2$$

$$\text{Required Volume} = V = 19692 \text{ ft}^3$$

$$\text{Elevation at V} = 638.40$$

$$\text{Number of orifices} = N = 1$$

$$\text{Orifice } h = 1.750 \text{ inch}$$

$$\text{Orifice } w = 0.00 \text{ inch (= 0 for circular orifice)}$$

$$\Delta h^{avg} = (\text{Elev at V} - \text{Basin Inv})/2 - 1/2 h = 1.63 \text{ ft}$$

$$\text{Actual } A = 2.41 \text{ in}^2$$

$$\text{Storage} = 19,692 \text{ ft}^3$$

$$Q = 0.104 \text{ cfs}$$

$$\text{Provided Retention Time} = 52 \text{ Hours}$$

Sediment Storage Required: 0.25 ac-ft
 Sediment Storage Provided: 0.30 ac-ft
 Sediment Storage Zone Depth: 4.00 ft

Dewatering Volume Required: 0.45 ac-ft
 Dewatering Volume Provided: 0.47 ac-ft
 Dewatering Zoning Depth: 3.50 ft

Total Basin Depth 7.50 ft

Project: Townes at Monroe Crossing

Drainage Area Description:

Post-developed Onsite

Job #: 21-0017

Initials: MGS

Date: 2/18/2025

Revised: _____

Drainage Area = 10.94 Acres

Soil Types: 100 % Type 'B'

Land Use: Open Space 51%
 Impervious 49%

Composite Runoff Curve Number:

Ground Cover	Soil Type	CN	Soil Type %	Land Use	CN*Soil %*Land %
Open Space	B	61	100	51%	30.9
Impervious	B	98	100	49%	48.4

Composite CN = 79.3

Time of Concentration:

T_c= 10 minutes

T_c

0.167 hr

T_c = 0.17 hr
10 min



Legend

Hyd.	Origin	Description
1	SCS Runoff	Post Drainage Area
2	Reservoir	WQv Basin Release

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

[illegible]

Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 02 / 17 / 2025

Pond No. 4 - WQv Basin

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 631.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	631.00	1,005	0	0
1.00	632.00	2,599	1,802	1,802
3.00	634.00	4,289	6,888	8,690
5.00	636.00	5,394	9,683	18,373
7.00	638.00	6,505	11,899	30,272
9.00	640.00	7,623	14,128	44,400

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	Inactive	0.00	0.00
Span (in)	= 24.00	1.75	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 631.00	631.00	0.00	0.00
Length (ft)	= 183.00	0.00	0.00	0.00
Slope (%)	= 0.70	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 12.00	30.00	0.00	0.00
Crest El. (ft)	= 636.50	638.50	0.00	0.00
Weir Coeff.	= 3.33	2.60	3.33	3.33
Weir Type	= Rect	Broad	---	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	631.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.10	180	631.10	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.20	360	631.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.30	541	631.30	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.40	721	631.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.50	901	631.50	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.60	1,081	631.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.70	1,261	631.70	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.80	1,442	631.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.90	1,622	631.90	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.00	1,802	632.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.20	2,491	632.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.40	3,180	632.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.60	3,868	632.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.80	4,557	632.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.00	5,246	633.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.20	5,935	633.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.40	6,624	633.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.60	7,312	633.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.80	8,001	633.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.00	8,690	634.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.20	9,658	634.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.40	10,627	634.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.60	11,595	634.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.80	12,563	634.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.00	13,532	635.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.20	14,500	635.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.40	15,468	635.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.60	16,436	635.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.80	17,405	635.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.00	18,373	636.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.20	19,563	636.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.40	20,753	636.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.60	21,943	636.60	1.26 ic	0.00	---	---	1.26	0.00	---	---	---	---	1.263
5.80	23,133	636.80	6.57 ic	0.00	---	---	6.57	0.00	---	---	---	---	6.566
6.00	24,323	637.00	14.13 ic	0.00	---	---	14.13	0.00	---	---	---	---	14.13
6.20	25,512	637.20	23.41 oc	0.00	---	---	23.41	0.00	---	---	---	---	23.41

Continues on next page...

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
6.40	26,702	637.40	29.64 oc	0.00	---	---	29.64 s	0.00	---	---	---	---	29.64
6.60	27,892	637.60	30.80 oc	0.00	---	---	30.80 s	0.00	---	---	---	---	30.80
6.80	29,082	637.80	31.61 oc	0.00	---	---	31.61 s	0.00	---	---	---	---	31.61
7.00	30,272	638.00	32.29 oc	0.00	---	---	32.28 s	0.00	---	---	---	---	32.28
7.20	31,685	638.20	32.89 oc	0.00	---	---	32.89 s	0.00	---	---	---	---	32.89
7.40	33,098	638.40	33.46 oc	0.00	---	---	33.45 s	0.00	---	---	---	---	33.45
7.60	34,510	638.60	34.01 oc	0.00	---	---	32.00 s	2.00 s	---	---	---	---	34.00
7.80	35,923	638.80	34.55 oc	0.00	---	---	28.75 s	5.75 s	---	---	---	---	34.50
8.00	37,336	639.00	35.06 oc	0.00	---	---	26.45 s	8.56 s	---	---	---	---	35.01
8.20	38,749	639.20	35.55 oc	0.00	---	---	24.75 s	10.71 s	---	---	---	---	35.46
8.40	40,162	639.40	36.03 oc	0.00	---	---	23.55 s	12.47 s	---	---	---	---	36.02
8.60	41,574	639.60	36.51 oc	0.00	---	---	22.59 s	13.89 s	---	---	---	---	36.48
8.80	42,987	639.80	36.97 oc	0.00	---	---	21.79 s	15.05 s	---	---	---	---	36.85
9.00	44,400	640.00	37.43 oc	0.00	---	---	21.05 s	15.97 s	---	---	---	---	37.02

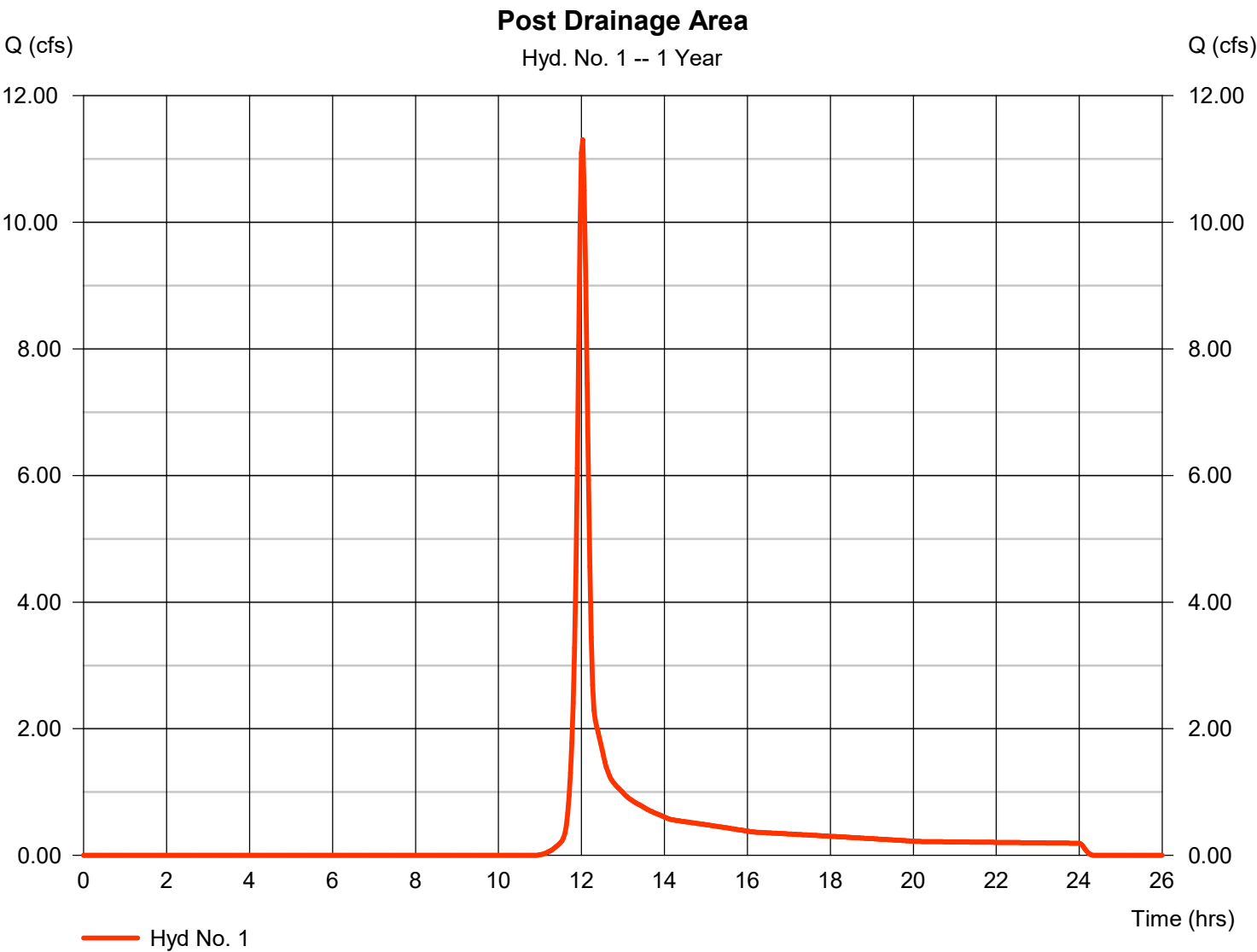
...End

Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	11.30 cfs
Storm frequency	=	1 yrs	Time to peak	=	12.03 hrs
Time interval	=	2 min	Hyd. volume	=	30,297 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	2.33 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



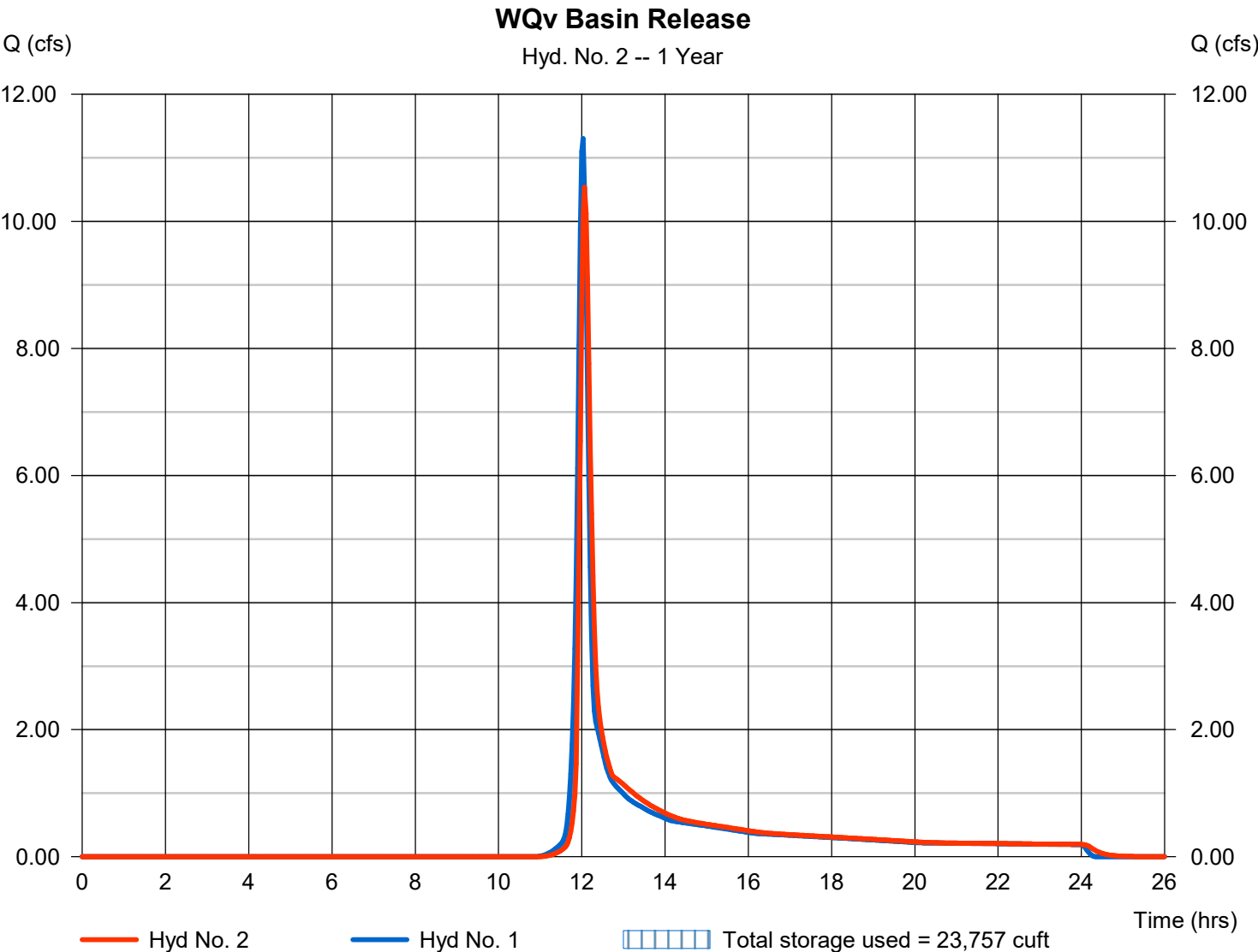
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 10.54 cfs
Storm frequency	= 1 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 30,296 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 636.91 ft
Reservoir name	= WQv Basin	Max. Storage	= 23,757 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

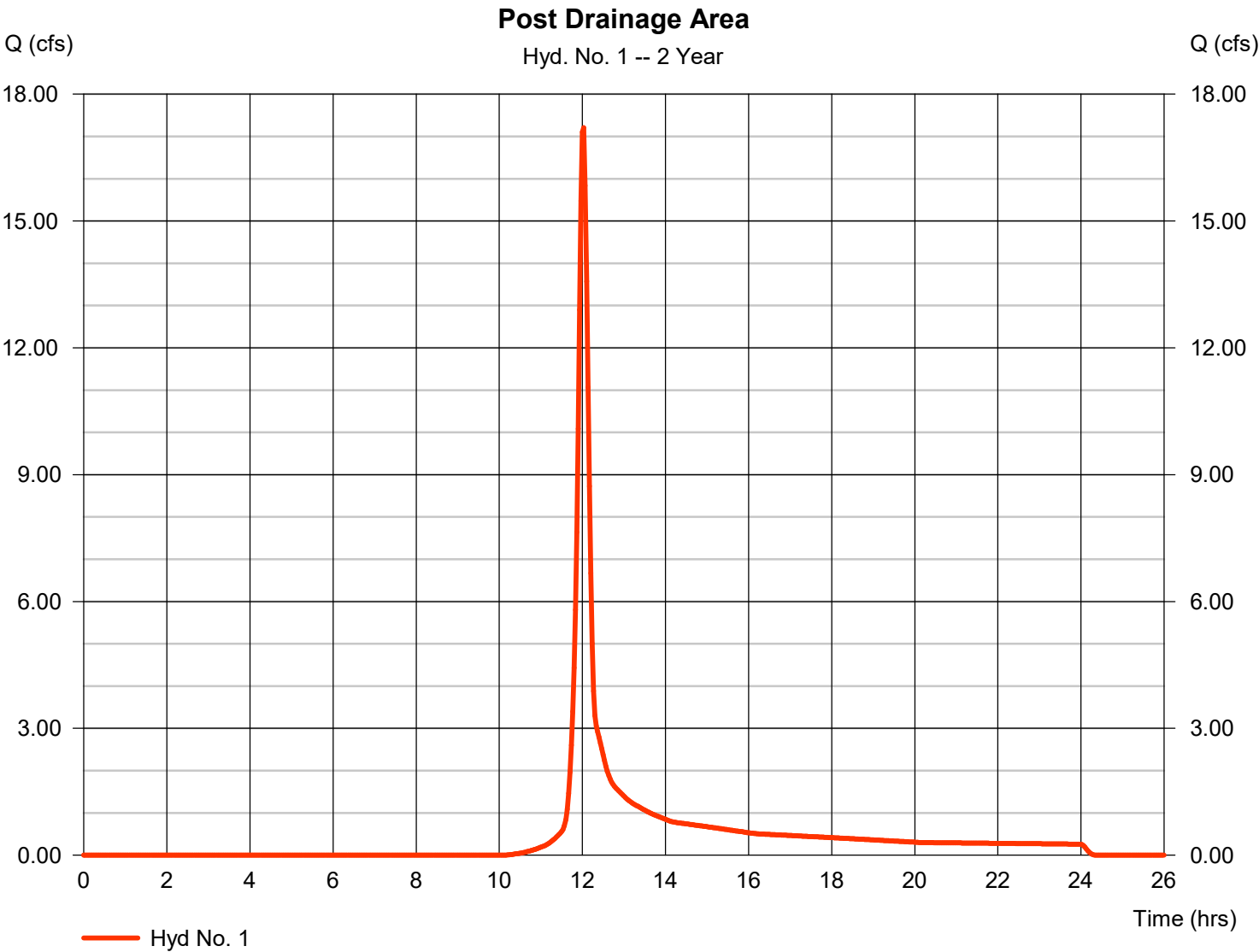


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	17.21 cfs
Storm frequency	=	2 yrs	Time to peak	=	12.03 hrs
Time interval	=	2 min	Hyd. volume	=	45,237 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	2.86 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



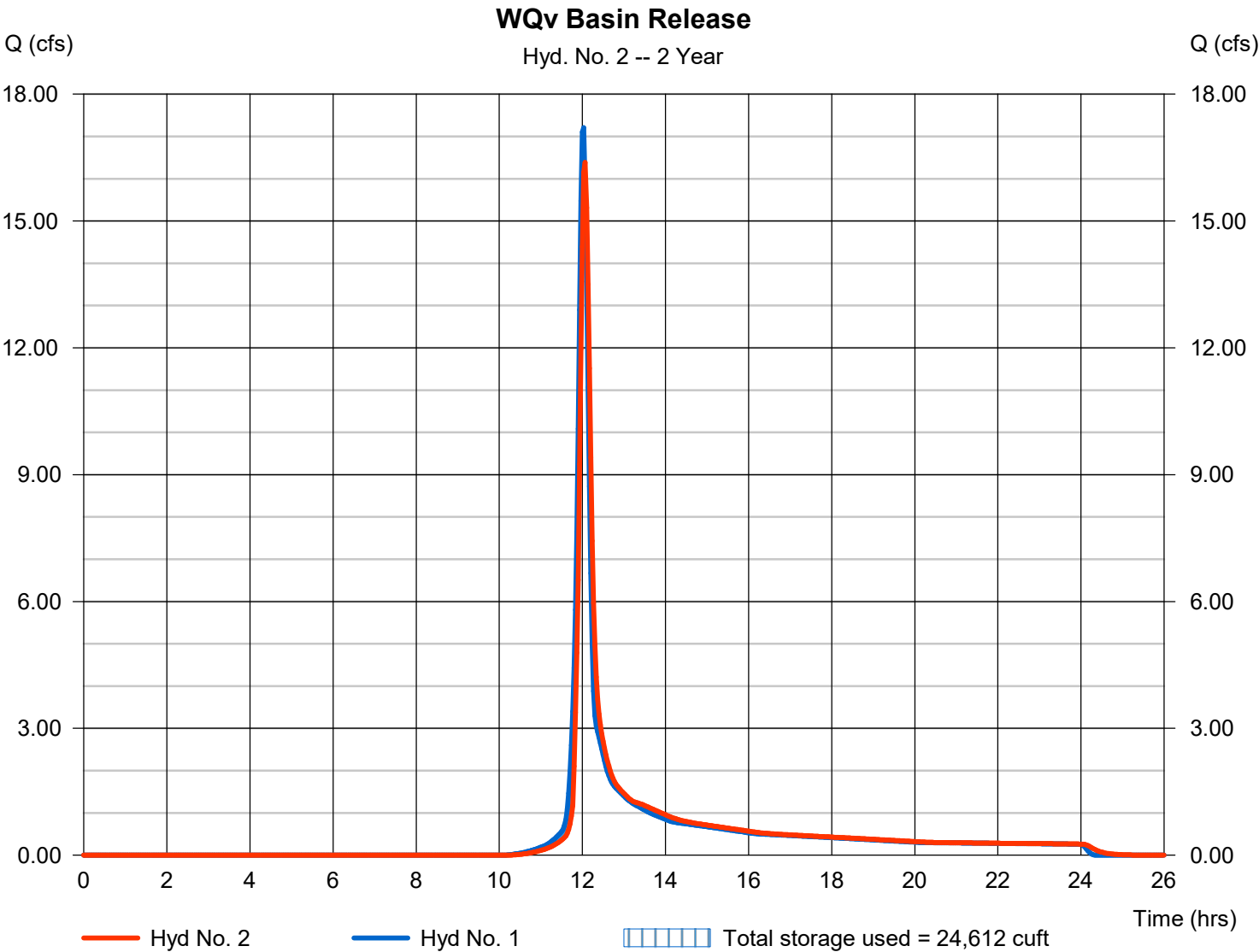
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 16.39 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 45,237 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.05 ft
Reservoir name	= WQv Basin	Max. Storage	= 24,612 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

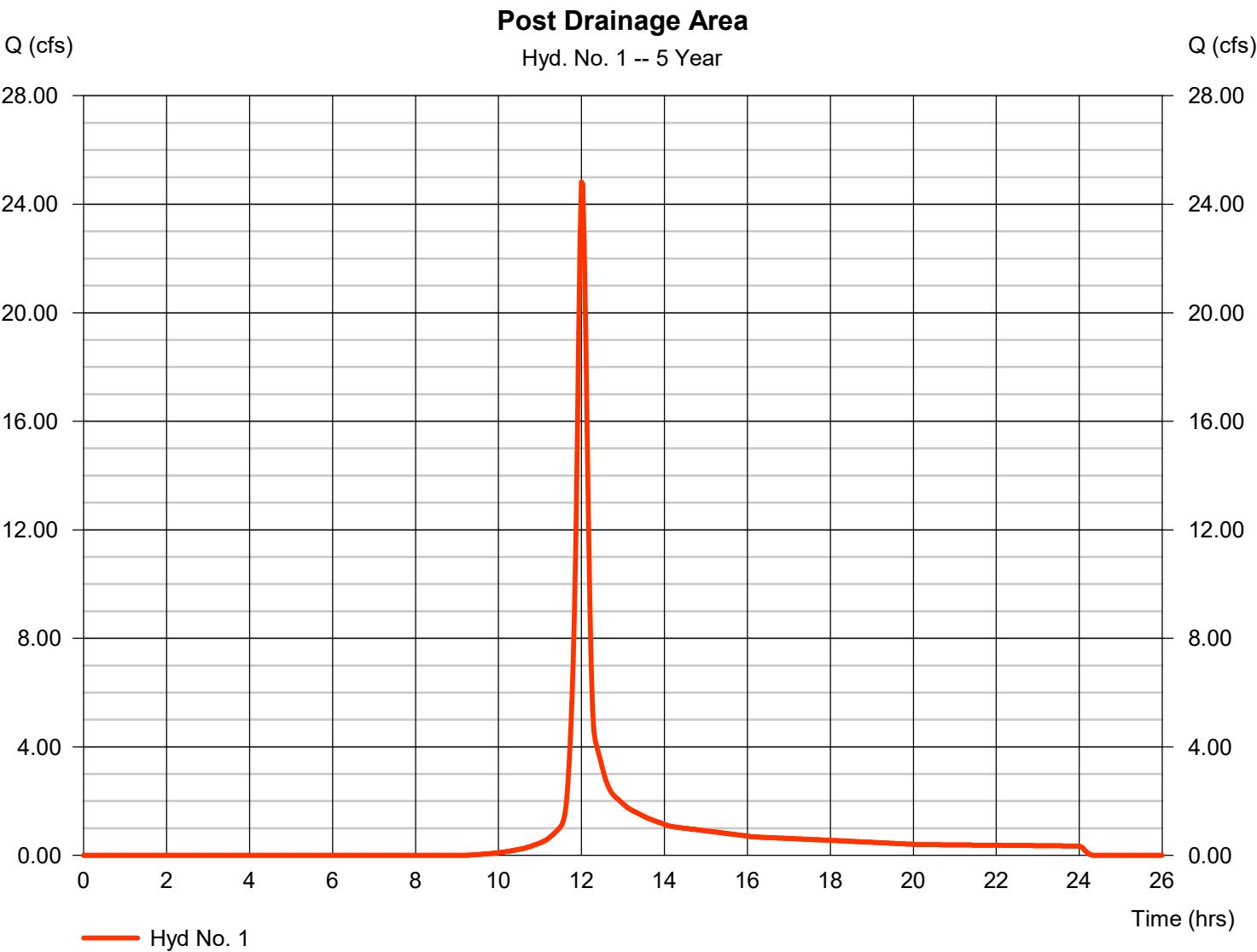


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	24.81 cfs
Storm frequency	=	5 yrs	Time to peak	=	12.00 hrs
Time interval	=	2 min	Hyd. volume	=	64,669 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	3.49 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



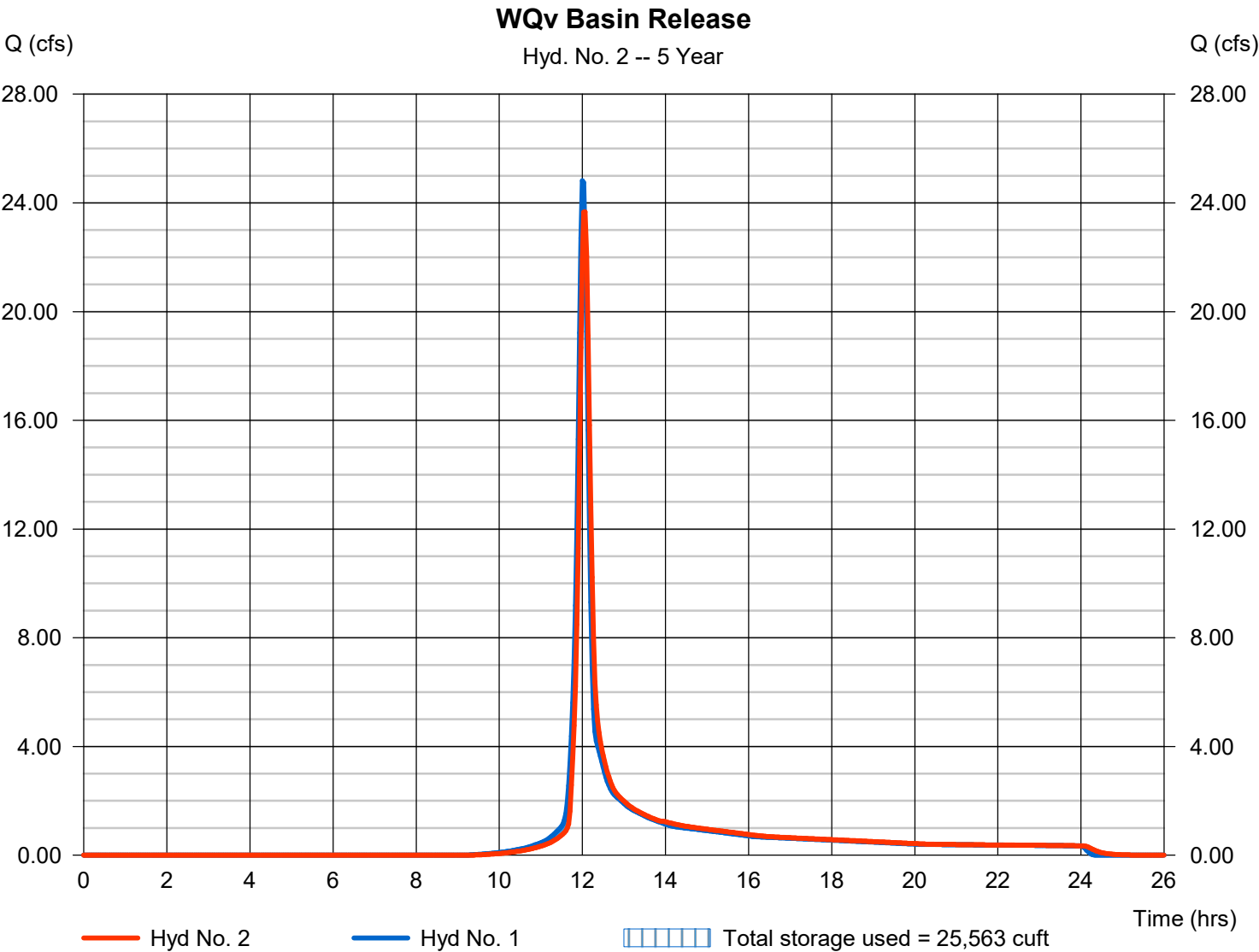
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 23.67 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 64,668 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.21 ft
Reservoir name	= WQv Basin	Max. Storage	= 25,563 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

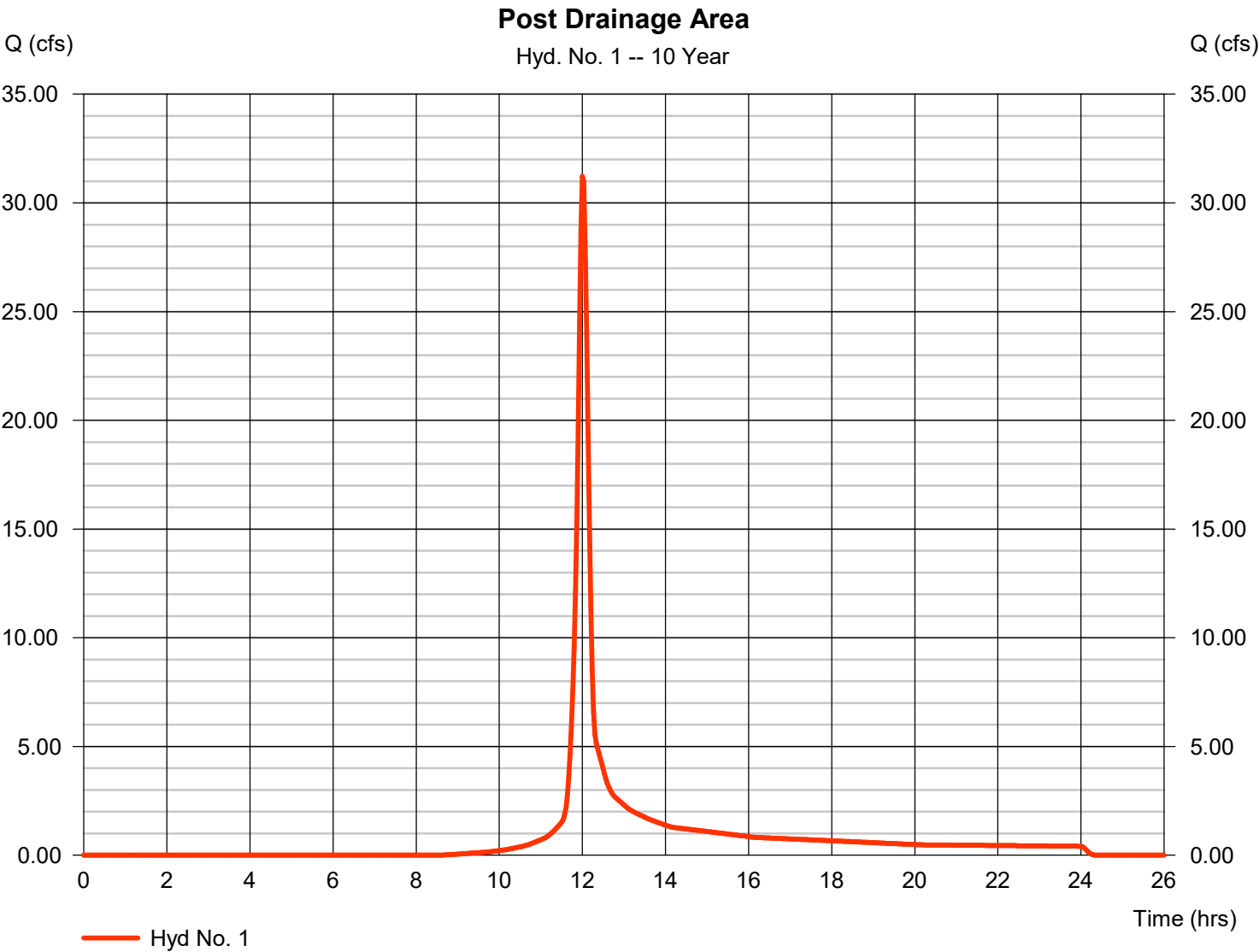


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 31.22 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 81,031 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 3.99 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



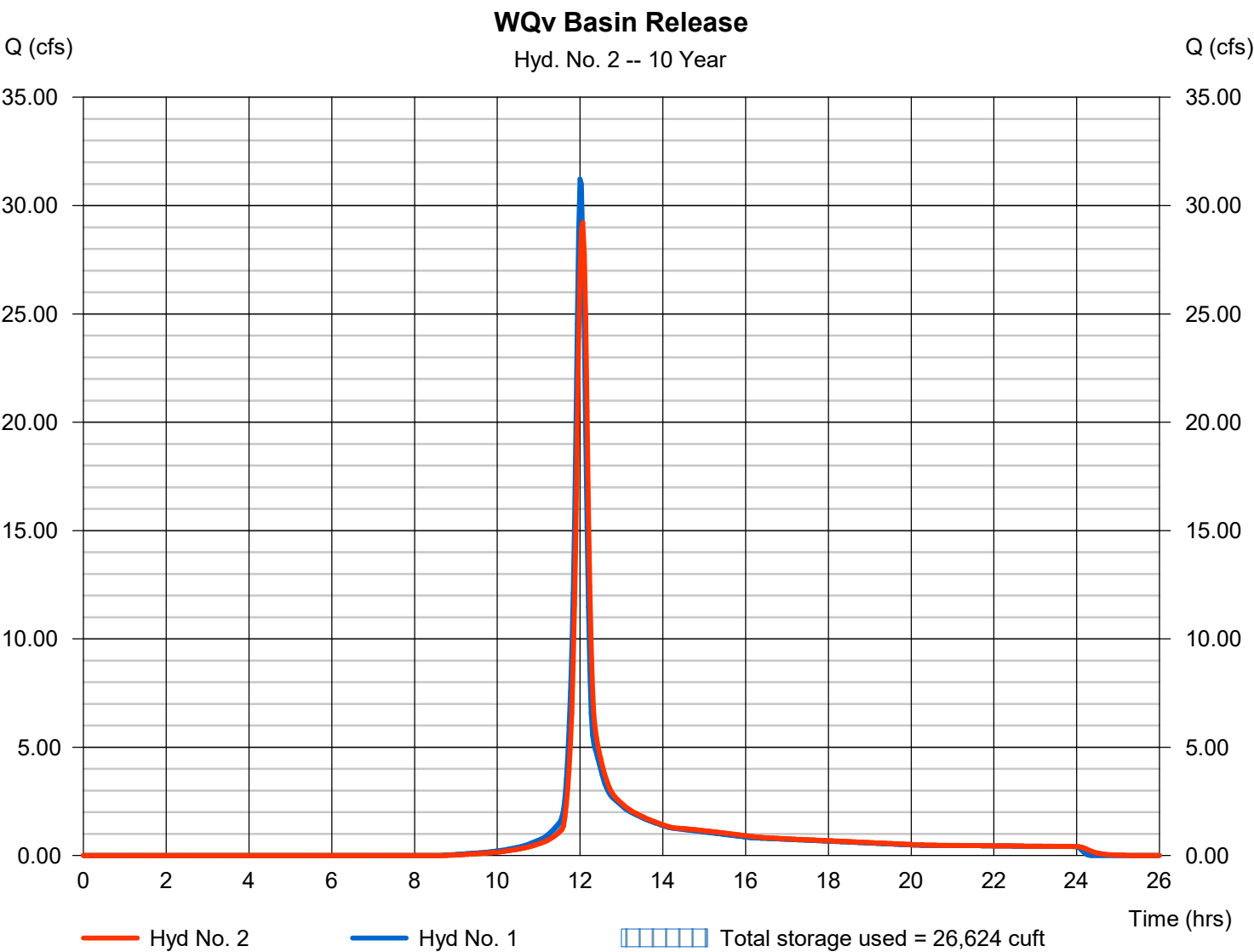
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 29.22 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 81,030 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.39 ft
Reservoir name	= WQv Basin	Max. Storage	= 26,624 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

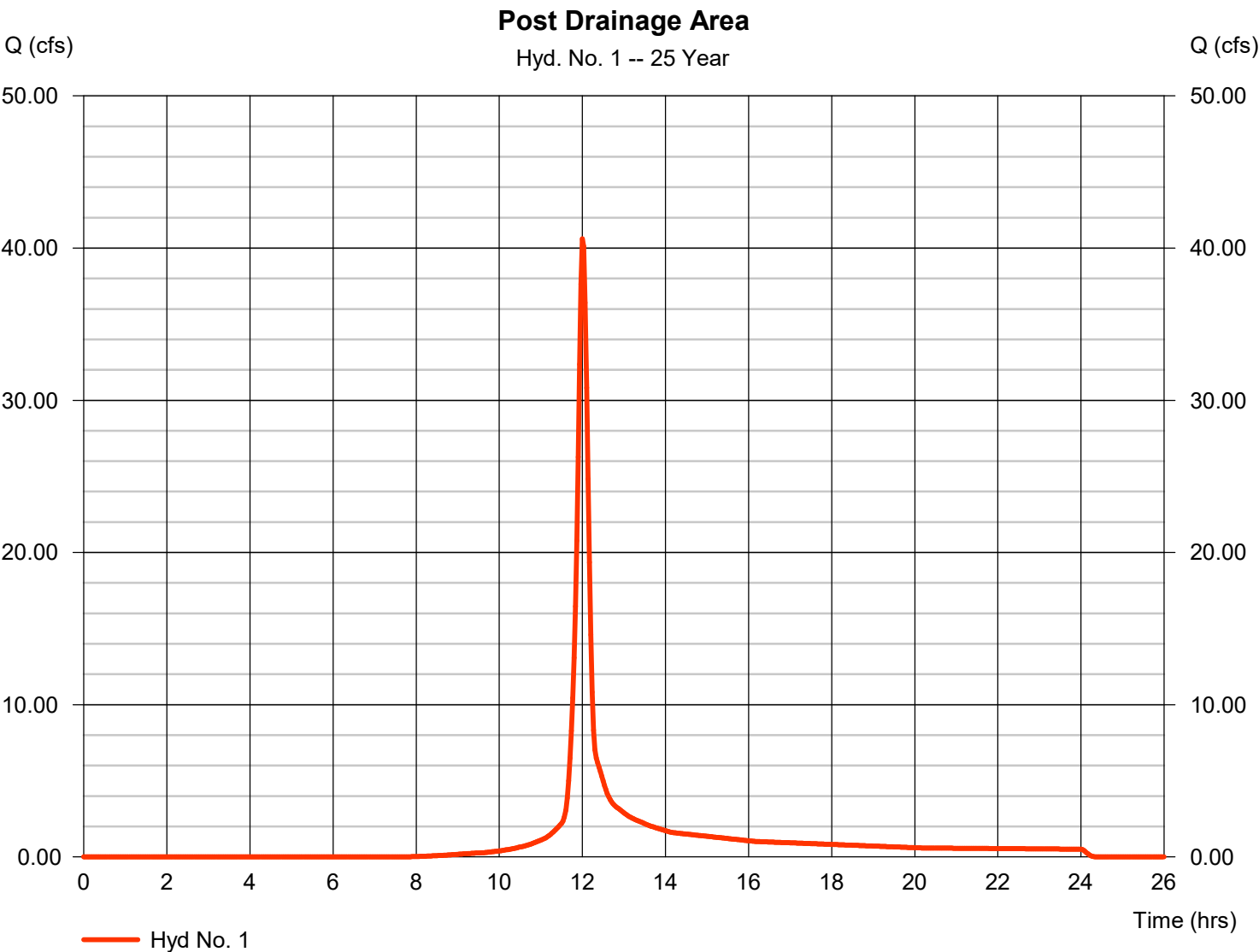


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	40.62 cfs
Storm frequency	=	25 yrs	Time to peak	=	12.00 hrs
Time interval	=	2 min	Hyd. volume	=	105,306 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	4.70 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



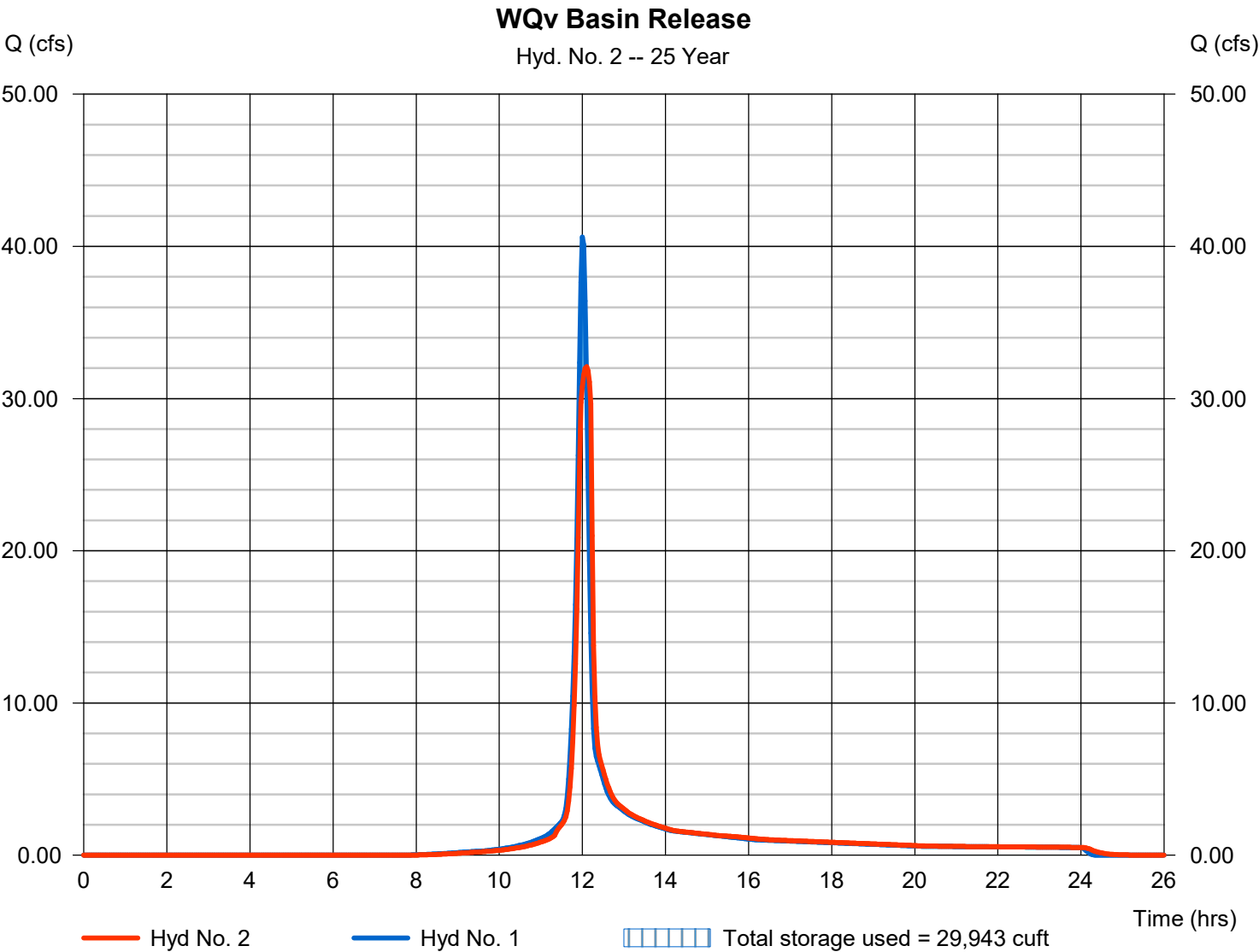
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 32.10 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.10 hrs
Time interval	= 2 min	Hyd. volume	= 105,305 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.94 ft
Reservoir name	= WQv Basin	Max. Storage	= 29,943 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

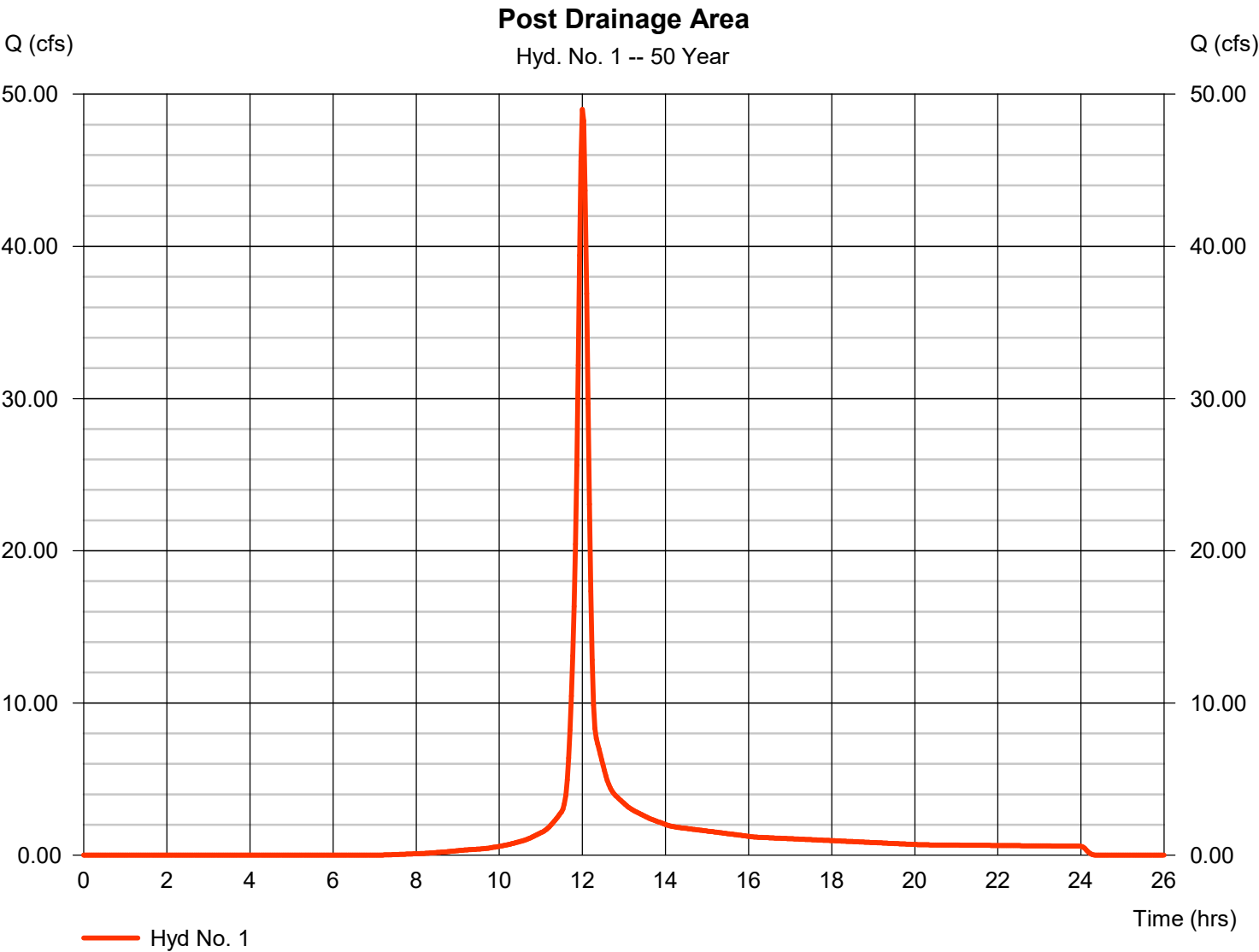


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 49.00 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 127,256 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.32 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



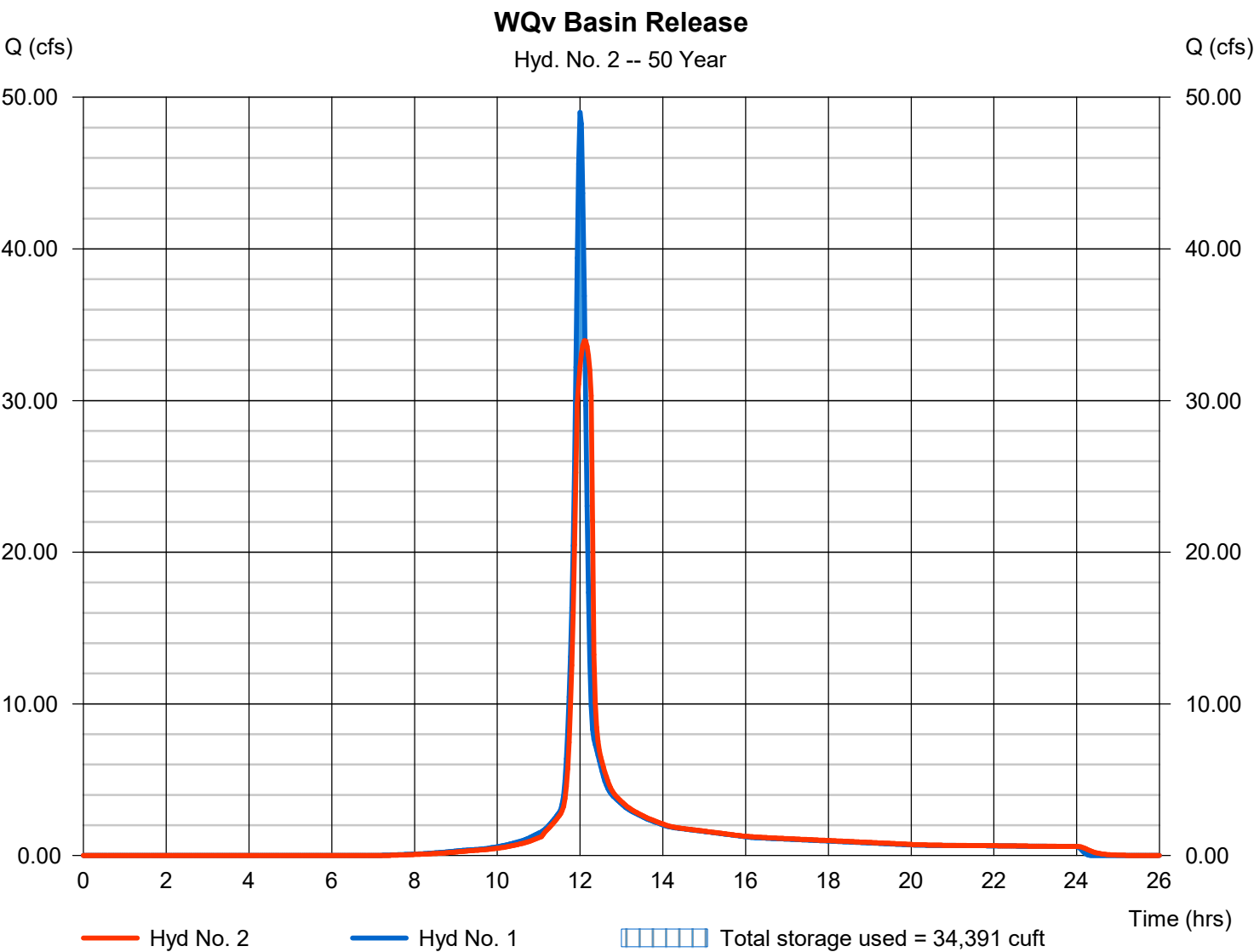
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 33.95 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.10 hrs
Time interval	= 2 min	Hyd. volume	= 127,255 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 638.58 ft
Reservoir name	= WQv Basin	Max. Storage	= 34,391 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

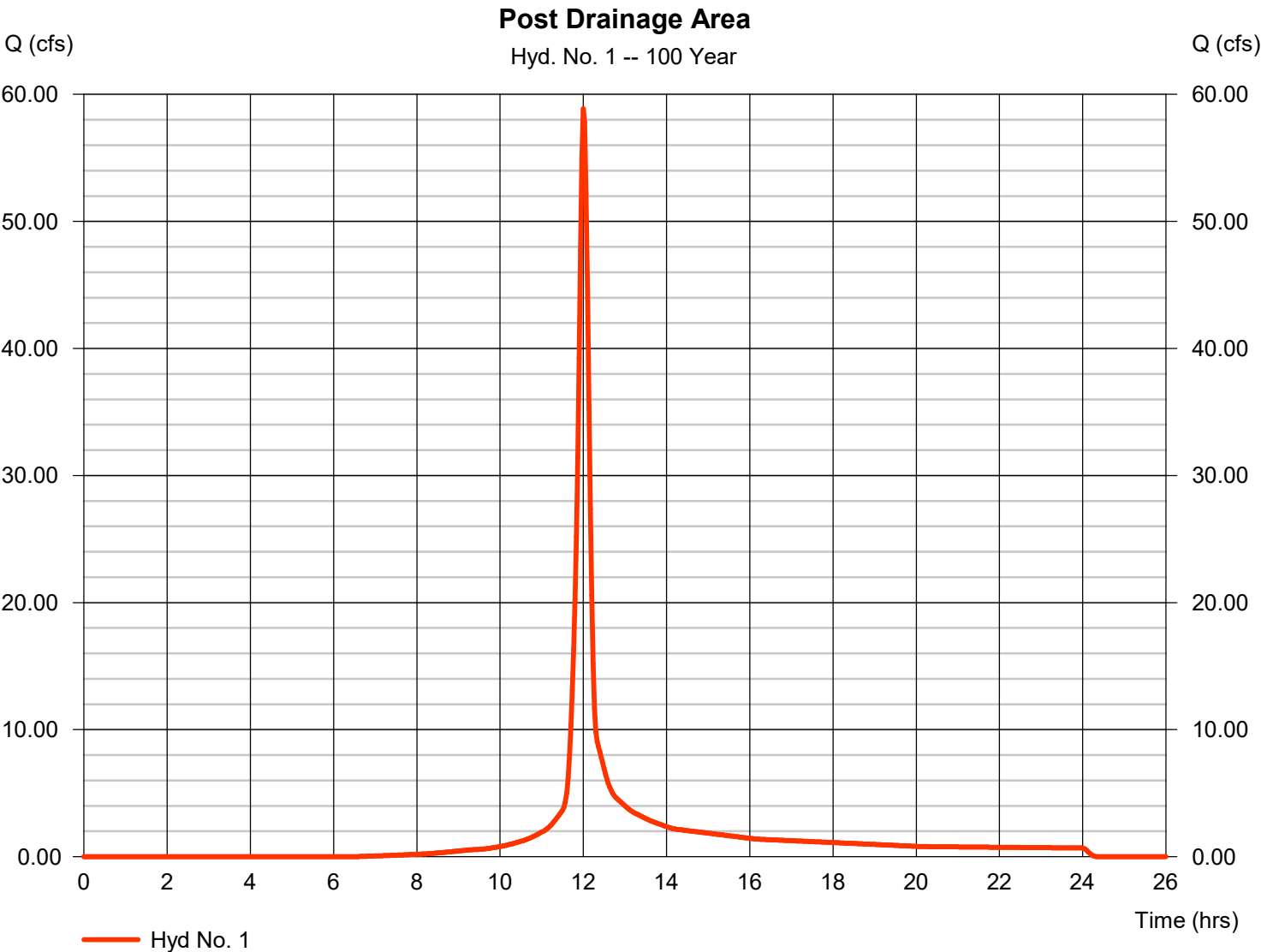


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 58.86 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 153,406 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 6.04 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



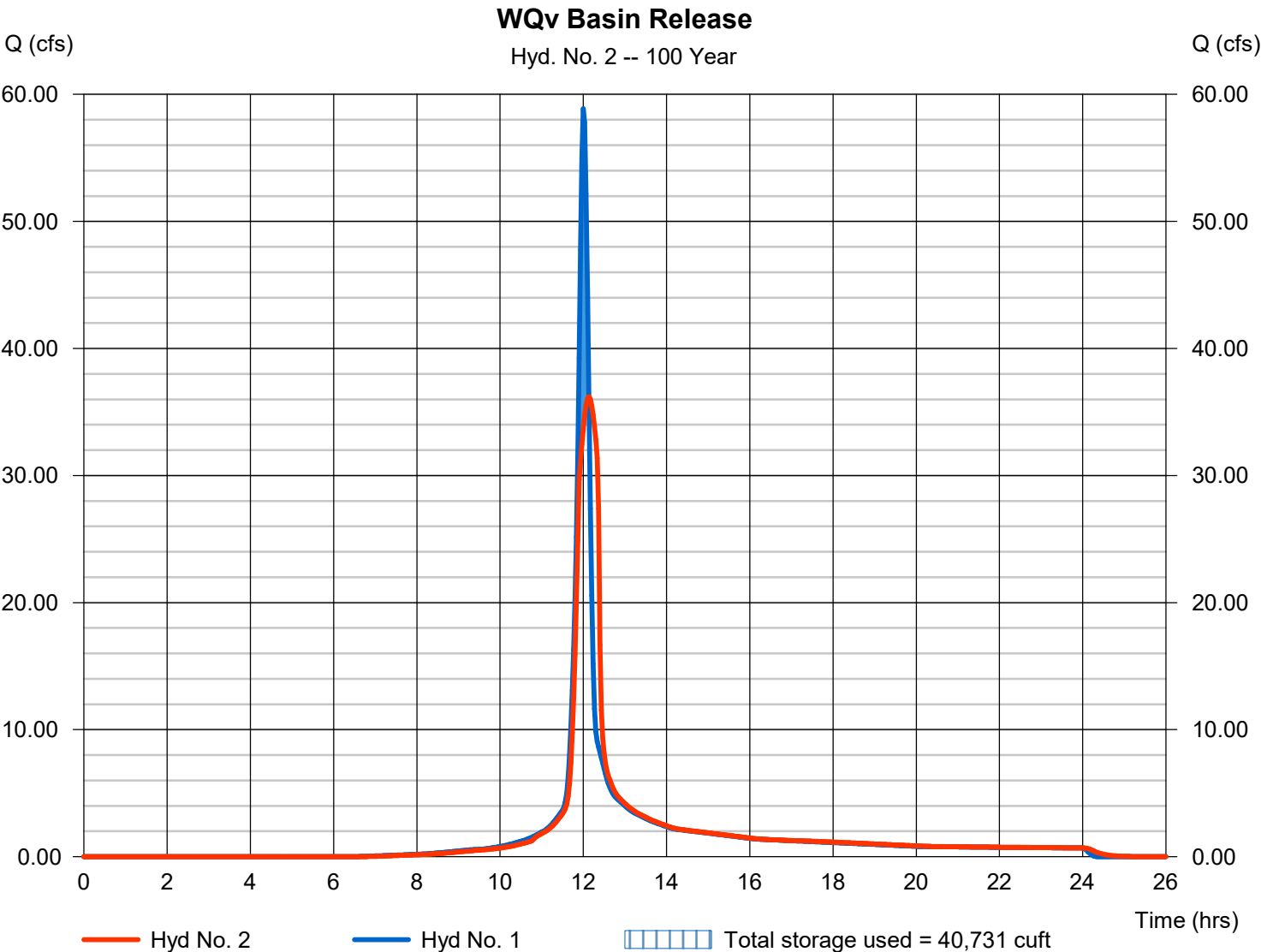
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 36.21 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 153,405 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 639.48 ft
Reservoir name	= WQv Basin	Max. Storage	= 40,731 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	46.3351	9.5000	0.8674	-----
2	59.3530	10.3000	0.8794	-----
3	0.0000	0.0000	0.0000	-----
5	55.7176	9.2000	0.8181	-----
10	53.0815	8.3000	0.7774	-----
25	50.1748	7.3000	0.7303	-----
50	49.1126	6.7000	0.7024	-----
100	44.0127	5.5000	0.6562	-----

File name: Elick.IDF

Intensity = $B / (T_c + D)^E$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.56	3.52	2.89	2.46	2.15	1.91	1.72	1.57	1.44	1.34	1.25	1.17
2	5.39	4.20	3.46	2.96	2.58	2.30	2.08	1.89	1.74	1.61	1.50	1.41
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.36	4.97	4.11	3.52	3.10	2.77	2.51	2.30	2.12	1.98	1.85	1.74
10	7.10	5.54	4.59	3.95	3.48	3.12	2.84	2.61	2.41	2.25	2.11	1.99
25	8.03	6.26	5.20	4.48	3.97	3.57	3.26	3.00	2.79	2.61	2.45	2.32
50	8.73	6.80	5.66	4.89	4.33	3.91	3.57	3.30	3.07	2.88	2.71	2.57
100	9.41	7.29	6.06	5.26	4.67	4.23	3.88	3.59	3.36	3.15	2.98	2.83

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	2.33	2.86	0.00	3.49	3.99	4.70	5.32	6.04
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOWNES AT MONROE CROSSING HOMEOWNERS ASSOCIATION, INC DESIGN GUIDELINES

The following standards have been developed and promulgated by the Declarant in accordance with Article IX, Section 9.2.2 of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners.

NOTE: PRIOR PLAN APPROVAL IS REQUIRED FOR ALL STRUCTURES OR IMPROVEMENTS PLACED ON THE LOT BY THE HOMEOWNER, INCLUDING BASKETBALL HOOPS, PLAY EQUIPMENT, STORAGE BUILDINGS, SWIMMING POOLS AND FENCES.

GENERAL GUIDELINES APPLICABLE TO ALL LOTS

House Placement and Yard Grading. Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform the drainage plan approved for the subdivision.

Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars. A single-family dwelling shall meet the following requirements:

- a. A one story dwelling structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.
- b. A story and a half or "Cape Cod" dwelling structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by use of dormers.
- c. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

Dwelling Unit Size. Dwelling Units with full basement must be at least 1400 square feet for any one story Dwelling Unit, and 1600 square feet for a two-story dwelling. Dwelling Units without a full basement must be at least 1400 square feet for any one story Dwelling Unit, and 1600 square feet for a two-story dwelling. Declarant reserves the right to make minor variances if, in its sole opinion, the intent of the section is maintained.

Roof. The main roof of each Dwelling unit shall be no less than 6 - 12 pitch. Gables, porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color.

Garages. A minimum two car garage is required. Detached garages of any size are not permitted.

Yards, Driveways and Walks. Front yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions. Rear Yards shall be defined as that portion of the Lot which is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with asphalt, concrete, paver bricks or paving stone. Gravel or dirt driveways are prohibited.

Color Schemes. All dwellings shall be in conformance with the original color scheme as promulgated by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

- a. Never use the same color on two consecutive dwellings.
- b. Dwellings directly across the street from one another should have different siding colors.

Underground and Log Houses. Underground and log structures are prohibited.

Porches, appendages and additions. No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant or the Association.

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 the storage of any item of any kind.

Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring lot or the street.

Railings. All deck and balcony railings shall be of the same style, color and be compatible with the deck or balcony.

Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

Water Discharge. Storm water must be disposed in accordance with the drainage plan for the subdivision and county/township regulations.

Skylights. Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

Entrance Structures. No additional driveway entrance structures shall be permitted.

Pools. Small portable “kiddie” pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours. Swimming pools must be approved by Declarant or the Association as to style and may only be in ground pools and placed in an approved location in the rear yard as per local building restrictions, not located in any easements and does not unreasonably hinder the flow of surface water on the Lot. Pool equipment shall be placed in a location approved by Declarant or the Association and screened in such a manner so as to provide minimum visual impact from the street and other Lots.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that hot tubs and spas may be in-ground or above ground incorporated into a deck or placed on a patio. All hot tubs and spas must be screened with a privacy fence meeting the provisions of these Design Guidelines or other such adequate screening as approved by the Declarant or the Association.

Play Equipment. No Play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines.

Basketball Hoops. Permanent basketball hoops may be permitted after design approval by the Declarant.

Pool Pump Buildings, Sheds and Storage Buildings. No Pool Pump Buildings shall be permitted as accessory to an in-ground swimming pool. Storage sheds, outbuildings, storage buildings shall not be permitted.

Air Conditioning and Heat Pump Equipment. Air conditioning and heat pump equipment shall be located in side yards or Rear Yards. To the extent reasonably possible, such equipment shall be screened from view in a manner approved for each particular lot.

Radio and Television Antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or
2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
3. an antenna that is designed to receive television broadcast signals.

B. Permitted Locations.

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

C. Other Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

Landscaping. Landscaping and normal lawn are required around all houses.

Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencement of construction. The Association shall have the right to assess any owner for the costs of mowing or clean up in the event that the owner fails to do so.

Lot Grading. The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Butler County and / or Monroe. Any deviations from such plan must be preapproved by the County/Township and the Declarant.

Mailboxes. Cluster mailbox units (CBU's) as required and approved by the US Postal Service will be installed.

House Numbers. House numbers are required on each Dwelling Unit.

Exterior Lighting. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

Discretion. Any discretion to be exercised in the review of plans shall be that of the Declarant or the Association.

Variances. The Declarant or the Association may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

Right to Modify Guidelines. The Declarant and the Association reserve the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development. No modification shall be made with respect to new construction unless consented to in writing by the Declarant.

Space reserved for Recorder, Auditor and Engineer

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
TOWNES AT MONROE SUBDIVISION
CITY OF MONROE, BUTLER COUNTY, OHIO**

Instrument Prepared By:
James A. Matre, Esq.
11340 Montgomery Road, Suite 212
Cincinnati, Ohio 45249
(513) 671-6333

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
TOWNES AT MONROE CROSSING SUBDIVISION**

PHASE I

Declarant, GREYFOXMONROE, LLC, an Ohio limited liability company, 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 to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community Act and will be referred to as "the Act." This Declaration is 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 property located outside of Exhibit A which the Declarant may add but has no obligation to add to the terms and conditions of the Declaration. The Additional Property is described in **Exhibit B**, attached.

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 Townes at Monroe Crossing Homeowners Association, Inc., shall be an Ohio nonprofit corporation and shall be the "owners association" as defined in Section 5312.01 (L) of the Act. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5. Board. "Board" shall mean the Board of Directors of the Association.

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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. Code of Regulations. "Code of Regulations" means the regulations adopted for the Association in accordance with Chapter 1702 of the Ohio Revised Code and shall be the "bylaws" required pursuant to the Act. A copy of the current Code of Regulations is attached as Exhibit C.

1.8. 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.

1.9. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III of this Declaration and as provided in Section 5312.10 of the Act.

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

1.11. Declarant. "Declarant" means GREYFOXMONROE, LLC, an Ohio limited liability company.

1.12. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.13. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Townes at Monroe Crossing Homeowners Association Inc., including any amendments hereto.

1.14. Dwelling Unit. "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single-family residence.

1.15. 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.

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

1.17. 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.

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1.18. 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.

1.19. Property. "Property" 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.

1.20. Record Plan. "Record Plan" means the Plat for Townes at Monroe Crossing Subdivision Instrument No. [REDACTED], Butler County Recorder's Records.

1.21. 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

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

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.

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 the Property owned by the Association in fee or by easement or leased to the Association.

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

4.2.1. Enjoyment. The Common Elements and Lots shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easements 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 Lots 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 for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility service and cablevision franchise. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include, but not be limited to, all incidental appurtenances, such as, guys, conduits, poles, anchors, transformers, par mount transformers, handholes, etc. Said easements right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

4.2.4. The City of Monroe. A non-exclusive easement is granted to 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 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. The 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.

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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 "Storm Water Management / Drainage Easement" and the "20" Drainage Easements" as shown on the Record Plan. The Surface Water Management System shall be administered and maintained in accordance with the guidelines as may be promulgated from time to time by The City of Monroe and Butler County.

5.2. Surface Water Management System Easements. Each Lot and the Common Elements shall be subject to and shall be benefited by easements for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to The City of Monroe and Butler County, which have control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. Access to Lots and Common Elements. 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 the Lot at reasonable hours on any day.

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5.4. Individual Maintenance. Each Owner shall maintain portions of the Surface Water Management System that serve only that Owner's Lot, including swales, catch basins and yard drains. 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 in accordance with the guidelines and standards set forth by the City of Monroe and / 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. Easements to structural storm water management practices shall be restricted against the planting in said easement of trees, shrubbery, or other woody growth; against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of storm water and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by The City of Monroe .

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 Townes at Monroe Crossing Homeowners Association Inc. and shall be the "owners association" as defined in Section 5312.01 (L) of the Act. The purposes for 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, the Association may:

6.3.1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

6.3.2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association,

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the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;

6.3.3. Enter into contracts and incur liabilities relating to the operation of the property;

6.3.4. Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;

6.3.5. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

6.3.6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Act;

6.3.7. Hold in the name of the owners association the real property and personal property;

6.3.8. Grant easements, leases, licenses, and concessions through or over the common elements;

6.3.9. Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

6.3.10. Pursuant to section 5312.11 of the Act, levy the following charges and assessments:

6.3.10.1. Interest and charges for the late payment of assessments;

6.3.10.2. Returned check charges;

6.3.10.3. Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;

6.3.10.4. Charges for damage to the common elements or other property.

6.3.11. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

6.3.12. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

6.3.13. Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

6.3.14. Subject to division (A)(1) of section 5312.09 of the Act, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

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6.3.15. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

6.3.16. Purchase insurance and fidelity bonds the directors consider appropriate and necessary;

6.3.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;

6.3.18. Exercise powers that are any of the following:

6.3.18.1. Conferred by the Declaration or Code of Regulations;

6.3.18.2. Necessary to incorporate the Association as a nonprofit corporation;

6.3.18.3. Permitted to be exercised in this state by a nonprofit corporation;

6.3.18.4. Necessary and proper for the government 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. If 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. 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.

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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 the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (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; and (4) administrative, accounting, legal and management fees; (5) 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.

7.4.1. Subject to the provisions of Section 7.6, the Association shall have the right to assess an individual Lot for any of the following:

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

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

7.4.1.3. 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.

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

7.4.1.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Code of Regulations to be charged or assessed as an Individual Assessment.

7.4.2. The Association shall credit any amount it receives from a lot owner pursuant to this section in the following order:

7.4.2.1. To interest owed to the owners association;

7.4.2.2. To administrative late fees or enforcement assessments owed to the Association;

7.4.2.3. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;

7.4.2.4. To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.5.1. Notice. Prior to imposing a Individual Assessment, the Board shall give the Owner written notice containing:

7.5.1.1. a description of the property damaged, the required maintenance or the violation;

7.5.1.2. The amount of the proposed charge or Individual Assessment;

7.5.1.3. A statement that the Owner has a right to a hearing before the Board to contest the Individual Assessment;

7.5.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.6.2; and

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7.5.1.5. A reasonable date by which the Owner must cure the violation to avoid the Individual Assessment, if such opportunity to cure is applicable.

7.6. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.6.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Owner.

7.6.1. Manner of Notice. Any notice required under this Section to be served:

7.6.1.1. upon the Owner shall be delivered personally to the Owner and Occupants at the Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

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

7.7. Working Capital Fund; Initial Assessment. At the time of closing of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of \$500.00, 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 an 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. Neither Declarant nor Builder shall be subject to or required to pay such Working Capital Fund Assessment.

7.8. Special Assessment. There is hereby established a Special Assessment for:

7.8.1. repairing or restoring damage or destruction to the Common Elements as further set forth in Article X;

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7.9. 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.

7.10. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2026, the maximum Annual General Assessment shall be \$400.00. Beginning with Assessments levied as of January 1, 2027, 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 Twenty-five (25%) 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.

7.11. 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.

7.12. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, as well as any related interest, administrative late fees, enforcement assessments, collection costs attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable. The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

7.12.1. 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.

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7.12.2. Effective Dates. The lien is effective on the date that a certificate of lien is filed pursuant to Section 7.12.4.

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

7.12.4. Certificate of Lien. The Association shall file a certificate of of lien with the Recorder of Butler County.

7.12.5. Priority of the Lien. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

7.12.6. 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.

7.12.7. 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.

7.12.8. 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.

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7.13. 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 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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 obligated to pay Common Expenses.

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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 Property.

8.2. Common Elements. The Association shall maintain the Common Elements.

8.3. Maintenance of the Lots and Dwelling Units. Notwithstanding the ownership of the various portions of the Common Elements and Lots, the Lots and the Common Elements shall be maintained and repaired by each Lot Owner and the Association in accordance with the provisions of this Article and as set forth in the Chart of Maintenance Responsibilities as shown in Exhibit "D," attached to this Declaration. Said chart shall be a part of the Declaration and may be amended from time to time by the Association. All expenses associated with the maintenance, repair and replacement of the Property shall be assessed in accordance with said chart. All maintenance, repair and replacement of the Property shall also be in accordance with the procedures and Design Guidelines set forth in Article IX of the Declaration.

8.4. Association's Easement for Maintenance. The Association is hereby granted an easement over the Lots for the purpose of providing the maintenance and improvements required by this Declaration.

8.5.

8.6. Association's Right to Maintain. In the event that 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 upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said 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.

8.7. 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. No notice shall be required in the event of an emergency condition or one that substantially poses an immediate threat to the health, safety or security of the other Owners or the Association.

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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, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

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 affect the use or intended use of any portion of the Property or may adversely affect 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 any public body having jurisdiction over such public sewer, or Surface Water Management System.

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) reasonably sized political signs installed two months before and removed within one month after an election, and (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market.

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

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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; (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, commercial 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 seventy-two (72) hours for the purpose of cleaning, loading or unloading.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon 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 must 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 persons having an animal or pet in the Common Elements shall properly collect and discard any waste generated by the animal in a proper and sanitary manner. No pets shall be tethered in a way as to be construed to be outside a Unit. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have

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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, firepits and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.10. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

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 fences, and 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) day 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, the 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 Design Guidelines and 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. **Nothing herein shall relieve the Owner or Builder from obtaining the required governmental permits for the improvement.**

9.2.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist until all Lots have been sold to and occupied by Owners. 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.

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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 Property, 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. A copy of the current Design Guidelines may be obtained from the Declarant.

9.2.1.3. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. 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 ensure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director 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 and a garage for at least one car.

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

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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 and as set forth in the City of Monroe Zoning Ordinance. 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, asphalt, 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. 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.

9.2.10. Radio and Television Antennas. With the exception of antennas preempted by Federal Communications Commission rules, 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 Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Design Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

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

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

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

9.2.14. 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

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the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link or wire fences shall not be permitted.

9.2.15. 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. Such outbuildings must be located near the rear of the Lot; shall not exceed 120 square feet in floor area, not exceed 12 feet in height, must be constructed with siding materials and shingles to match the Dwelling Unit. Construction trailers and/or storage sheds shall be permitted only during construction.

9.2.16. Pools, Spas and Hot Tubs. Small portable “kiddie” pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours. Swimming pools must have prior approval and comply with the Design Guidelines.

Hot tubs and spas shall be permitted with prior approval provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence not exceeding four (4) feet in height or other such adequate screening as approved by the Declarant or the Association. Spas and hot tubs shall be approved by the Declarant and Association and must have a zoning and building permit from The City of Monroe.

9.2.17. Play Equipment and Basketball Hoops. All play equipment and basketball hoops must have prior approval and comply with the Design Guidelines.

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

9.2.19. Lampposts. Any lampposts must be of uniform design, style and color as determined by Declarant.

9.2.20. Mailboxes. Cluster mailbox units (CBU’s) as required and approved by the US Postal Service will be installed by the Builder.

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 shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess the Owner 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

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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 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 Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or

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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 Director 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 Members of the Association 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. Completion of Development. The Declarant reserves the right to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

12.2. Submission of Additional Land. The Declarant reserves the right to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

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

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

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

12.4.2. 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.

12.4.3. 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.

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

12.5. 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.

12.6. 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.

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ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserve 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 reserve 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 Directors and Officers. The Declarant reserve 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 sixty (60) days after the conveyance of ninety-five (95%) percent of the Lots to Owners other than Declarant or any Builder.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors 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

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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, after the end of the Declarant Control Period as set forth in Section 13.3, 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. Any amendment reducing the maintenance responsibility of the Association as to the Common Elements, including the Surface Water Management System must be approved by The City of Monroe, Butler County, Ohio.

14.2.3. 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.

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14.3.1. Consent Required. This Declaration may be terminated only upon unanimous consent 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. Any Agreement to Terminate must be approved by The City of Monroe, Butler County, Ohio.

14.3.3. 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 by the President and Secretary of the Association. Such agreement shall certify that the proper notices were sent and that the requisite vote was obtained. The recorded agreement need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration. 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.

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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 the restrictions set forth in the Declaration and any supplemental declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, GREYFOXMONROE, LLC has caused this Declaration to be signed by Ryan Sommers, Member, this _____ day of _____, 2025.

GREYFOXMONROE, LLC

by: _____
Ryan Sommers, Member

STATE OF OHIO)
)
)**ss:**
COUNTY _____)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2025, by Ryan Sommers, Member of **GREYFOXMONROE, LLC**, an Ohio limited liability company, on behalf of the company.

Notary Public, State of Ohio

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EXHIBIT A
Lots to be submitted

Situated in The City of Monroe, County of Butler and State of Ohio
and being all of Lots 1 through 84, as shown on the recorded plat of
Townes at Monroe Crossing Subdivision, Instrument No.
_____, Butler County Plat Records.

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EXHIBIT B

ADDITIONAL PROPERTY

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Exhibit D
Chart of Maintenance Responsibilities

Item of Maintenance*	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Private Drive (if applicable)	Association	Association, including snow and ice removal.
Common Elements, Open Space	Association	Association
Individual Driveway Snow Removal	Lot Owner	Association
Common Element Open Space Sidewalk Snow Removal	Association	Association
Sidewalks Snow Removal within Lot line	Lot Owner	Association
Landscaping within Lots	Lot Owner	Association

*** FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**** UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

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EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS AND UNTIL A DEPTH OF 2 INCHES.

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EXHIBIT C
CODE OF REGULATIONS
FOR
TOWNES AT MONROE CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be Townes at Monroe Crossing Homeowners Association, Inc., and shall be an Ohio nonprofit corporation and shall be the “owners association” as defined in Section 5312.01 (L) R.C..

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a “Member”). 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. This Code of Regulations shall be the “bylaws” as defined in Section 5312.01 (A) R.C. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded with the Recorder of Butler County, Ohio (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 Directors either in 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.

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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 Directors 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.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to 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 meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 7. Notices for meetings of the Members 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 an 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 of 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.

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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. Only Members in good standing, as determined by the Board, shall be eligible to vote on any matter.

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. 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.

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ARTICLE III BOARD OF DIRECTORS

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 Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of not less than three (3) and not more than five (5) persons and, except for those Directors appointed by the Declarant, shall be elected from among the Owners and their spouses. No Owner and that Owner's spouse may be members of the Board at the same time. In an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer trustee, or employee of the Owner by be elected to the Board.

SECTION 3. Nomination of Directors. Nominations for the election of the Board of Directors 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. No nominations shall be permitted from the floor unless approved by a majority of those Members in attendance. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors 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 Directors appointed by the Declarant, each Director 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 Directors shall be staggered with an odd number of Directors being elected in odd numbered years and an even number of Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

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Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors 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 Director may specify. In the event of death or resignation of a Director, 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 Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. 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 Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director 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 Director 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 Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors 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 Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, 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 Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. 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 Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

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Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director 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 Director 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 notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors 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 Directors, 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 an 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 Directors, 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 Directors shall be open to all Members of the Association, but Members other than the Directors 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, bidding for goods and services, 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 Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. 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 Property within three (3) days after written consents of all the Board members have been obtained.

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SECTION 17. Voting By Directors. A Director 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 Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director 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 and shall be elected by the Board of Directors. The Board of Directors 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 Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors 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 Directors 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

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responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, 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 Directors 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 shall 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 Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Design Review Committee. The Board of Directors may appoint a Design 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 a summary shall be delivered at least thirty (30) days prior

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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 without the necessity of special assessments. 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. The amount set aside annually for reserves may not be waived by the Owners.

SECTION 3. 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 4. 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 5. 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 6. Application of Payments. All payments received by the Association shall be credited in the following order: (a) First, to interest owed to the Association; (b) Second, to administrative late fees owed to the Association; (c) Third, to collection costs, attorney's fees, and

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paralegal fees incurred by the Association; (d) Fourth, to the oldest principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Lot.

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 ENFORCEMENT OF COVENANTS

SECTION 1. Enforcement Powers. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violating Owner, and to suspend the Owner's right to vote or to use the Common Open Space for violating any duty imposed under the Declaration, this Code of Regulations, or any rules and regulations duly adopted hereunder. In the event that an Occupant of a Unit violates the Declaration, this Code of Regulations, or any rules and regulations and a fine is imposed, then the fine shall first be assessed against the Occupant. If the fine is not paid by the Occupant within the time set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, this Code of Regulations, or any rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. Any fine shall be assessed as a Individual Assessment, pursuant to Article IX, Section 9.3 of the Declaration

SECTION 2. Procedures for Imposing a Individual Assessment for Damages or Enforcement. Prior to imposing any Individual Assessment the Board shall give notice and the opportunity for a hearing as set forth in Article VII of the Declaration.

ARTICLE VIII 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.

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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. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

- i.** information that pertains to the Property related personnel matters;
- ii.** communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;
- iii.** information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- iv.** information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

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- v. disclosure of information in violation of law; or
- vi. meeting minutes or other records of an executive session duly called

d. Inspection by Directors. Every Director 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 Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Owners. Within thirty days after an Owner takes title to a Lot, the Owner shall provide the following information in writing to the Association through the Board:

- a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Lot;
- b. The name, business address and business telephone number of any person who manages the Owner's Lot as an agent of that Owner.
- c. Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under the Declaration or this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

- a. 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. An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two

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consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with Section 7 above. or

b. if to the Association, the Board of Directors, 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.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a the consent of seventy-five percent of the Owners, either in writing or in a meeting called for that purpose. No amendment is effective until filed with the Recorder of Butler County, Ohio.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors 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.