



Planning Commission
April 15, 2025 - 6:00 PM
233 South Main Street, Monroe, Ohio

Call to Order

Roll Call

Approval of Minutes

- Minutes from the January 21, 2025 and March 18, 2025 meetings

Old Business

New Business

- Case No. 2025-4-3— Public Hearing—Consideration of a PUD Amendment to the Tall Oaks Planned Unit Development
- Case No. 2025-4-2— Public Hearing—Consideration of a Conditional Use Permit for the creation of a Short-Term Rental

Administrative Reports

Adjournment



Planning Commission

January 21, 2025

233 South Main Street, Monroe, Ohio

Call to Order

Mr. Frye, Vice Chair, called the meeting to order at 6:00 p.m.

Roll Call

Planning Commission members present: Matthew Frye, Robert Duckworth, Christina McElfresh, Debbie Hagedorn.

Planning Commission members not present: Andrew Hall

Staff members present: Tom Smith, Development Director; Jameson Cole, Planner; Michelle Layman, Planning and Zoning Specialist.

Mr. Frye asked for a motion to excuse Mr. Hall from tonight's meeting. Mrs. McElfresh moved to excuse Mr. Hall from tonight's meeting; seconded by Mr. Duckworth. Voice vote. Motion carried.

Election of Officer Positions

Mr. Frye asked for nominations for the Planning Commission Chair. Mrs. McElfresh moved to nominate Mr. Duckworth. Seconded by Mr. Frye. Voice vote. Motion carried.

Mr. Frye asked for nominations for Vice Chair. Mrs. McElfresh moved to nominate

Mr. Frye. Seconded by Mrs. Hagedorn. Voice vote. Motion carried.

Mr. Frye asked for nominations for Secretary. Mrs. McElfresh moved to nominate Mrs. Hagedorn. Seconded by Mr. Frye. Voice vote. Motion carried.

Approval of Minutes



Mr. Duckworth moved to approve the minutes from the November 19, 2024, Planning Commission meeting; seconded by Mrs. Hagedorn. Voice vote. Motion carried.

Adjournment

Mrs. Hagedorn moved to adjourn; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Planning Commission meeting adjourned at 6:03 p.m.

Respectfully submitted,

Michelle Layman

Planning and Zoning Specialist



Planning Commission

March 18, 2025

233 South Main Street, Monroe, Ohio

Call to Order

Mr. Duckworth, Chair, called the meeting to order at 6:00 p.m.

Roll Call

Planning Commission members present: Matthew Frye, Robert Duckworth, Christina McElfresh, Debbie Hagedorn, Andrew Hall

Staff members present: Tom Smith, Development Director; Kameryn Jones, Assistant Development Director; Jameson Cole, Planner;

Approval of Minutes

Old Business

None

New Business

Mr. Duckworth introduced Case No. 2025-3-1- Consideration of a Preliminary Plat for Towns at the Crossings.

Mrs. Jones presented the background as follows:

- 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

Mrs. Jones reviewed the preliminary plat review criteria as follows:

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.

Mrs. Jones reviewed staff comments as follows:

- 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

Mrs. Jones reviewed department comments as follows:

- 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.



Mrs. Jones reviewed the staff recommendation as follows:

- 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.

There were no comments from Planning Commission.

Mrs. Hagedorn moved to approve Case No. 2025-3-1- Consideration of a preliminary plat for Townes at the Crossings 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 10ft 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 staff review comments be addressed.

Seconded by Mrs. McElfresh. Roll call vote. Motion carried.

Adjournment

Mr. Frye moved to adjourn; seconded by Mrs. Hagedorn. Voice vote. Motion carried.



The Planning Commission meeting adjourned at 6:16 p.m.

Respectfully submitted,

Michelle Layman

Planning and Zoning Specialist



Application for a Planned Unit Development (PUD)

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/Case Number:

Planned Unit Development Review Information

1. The purpose of the Planned Unit Development (PUD) is to provide certain flexibility to clearly achieve innovative, creative, new development that help meet the objectives of Monroe's comprehensive plan and policies.
2. The review procedure and review criteria for Planned Unit Developments are established in Chapter 1207.23 of the Monroe Planning and Zoning Code under Zoning Map Amendment.
3. The PUD review procedure follows the same process as a zoning map amendment and is accompanied by a Master Development Plan (MDP), referenced in 1207.16 of the Monroe Planning and Zoning Code. This application form shall serve as the application for a PUD zoning map amendment.
4. A pre-application conference is required prior to submission of an application for a PUD zoning map amendment unless the Director waives the requirement.
5. The applicant shall be responsible for contacting the Development Department to set up a pre-application conference and submitting conceptual plans at least one week in advance of submitting this application and related information.
6. The application fee is due at the time the application is submitted. The fee schedule is located in Chapter 286 Fees of the Monroe Code of Ordinances.

Basic Information

Project Address: **6339 Hamilton-Middletown Road**

☐ New PUD Development ☒ PUD Amendment

County: ☒ Butler ☐ Warren Total Area of Property: **114.29 ±**

County Tax Parcel ID: **C1800-012-000-050, 051, 057, C1800-012-410-031, 032, C1800-012-230-004**

Existing Zoning District: **PUD**

Proposed Zoning District: **PUD**

Applicant Information

Applicant Name: **CKN Development LLC**

Contact Person: **Jeff Hayes**

Contact Address: **1768 Happy Valley Drive, Fairfield, OH 45014**

Contact Phone Number: **513-846-9311**

Contact Fax Number:

Contact E-Mail: **jhayesproperties@yahoo.com**

Property Owner Name: **Barbara Trimble, Tr. of the William H. Trimble Revocable Trust**

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.

Planned Unit Development Information

1) Describe any change in conditions, trends, or other facts that necessitates the proposed amendment. Furthermore, describe how the proposed zoning district will remedy the change in conditions, trends, or other issues.

See attached

2) Describe how the proposed amendment furthers the objectives of the comprehensive plan.

See Attached

3) Provide any additional information necessary to document how the proposed plans meet the review criteria established for PUDs in the Monroe Planning and Zoning Code.

See Attached

Project Address or Tax Parcel ID: 6339 Hamilton-Middletown Road

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 PUD application and any subsequent zoning permit or other review applications.

Print Name: Jeff Hayes

Signature: 

Date: 3-18-25

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 proposed PUD affects multiple properties owned by different property owners, each property owner subject to the PUD review shall be required to sign this form acknowledging consents of this PUD request. Separate signature sheets or letters acknowledging such consent are acceptable.

Print Name:

Signature:

Date:

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.

- 1) Describe any change in conditions, trends, or other facts that necessitate the proposed amendment. Furthermore, describe how the proposed zoning district will remedy the change in conditions, trends, or other issues.

The Tall Oaks community was first approved in 2006 as a PUD with 200 lots. Over the last 19 years only 15 homes have been built on the 41 platted lots within the first phase of the development. We are requesting to amend the current PUD so that this community can be restarted and finish out a needed residential development for the current and future residents of Monroe. After the first phase of this community was developed, two additional gas pipelines were installed that parallel the existing large tower powerline easement to the north. These utilities, along with a change in the City requirements for storm water detention, require modifications to the original PUD to accommodate the current development areas and provide for a more efficient plan that preserves more of the natural features of the site than the original PUD.

- 2) Describe how the proposed amendment furthers the objectives of the comprehensive plan.

The Land Use Map of the Monroe Comprehensive Plan identifies the Tall Oaks development as Large Lot Residential, which permits various lot sizes up to a density of 2 units per acre. Our proposed PUD complies with these objectives and provides for a walkable and well connected community that preserves large amounts of existing features of the site where possible.

- 3) Provide any additional information necessary to document how the proposed plans meet the review criteria established for PUDs in the Monroe Planning and Zoning Code.

This proposed PUD complies with the standards established within Article 1202.07 of the Monroe Zoning Code.

Submittal Requirement Checklist

All document applications shall be submitted in a compatible electronic format to planning@monroeoiohio.gov.
Paper copies may be required based on project specifics. Final digital Files will be required after approval.

General Information

☒	Completion of required pre-application conference
☒	Planned Unit Development Review Application Form
☒	Application fee
☒	Plans and maps established below at a scale no smaller than 1 inch = 100 feet, unless otherwise noted
☐	Traffic impact study, if required by the City Engineer. <i>To be provided at subdivision review</i>
☐	Any additional information determined to be necessary by the Development Department

Vicinity Map (Scale may be smaller than 1" = 100')

☒	Date, north arrow, scale, and a legend for all symbols
☒	Identification of properties subject to the proposed rezoning
☒	All surrounding properties, streets, and corporation limits within a minimum of 500' of the outer boundaries of the project site

PUD Plan and Map Amendment

☒	The existing and proposed zoning for all properties that are a part of this application for a PUD. The map shall also identify the existing zoning for all surrounding properties
☒	Existing streets within 200' of site with names and centerlines
☒	Existing watercourses and bodies of water including any applicable flood hazard areas
☒	A development plan with an appropriate scale illustrating the proposed streets, internal circulation, sidewalks and trails, landscaping, open spaces and related improvements, lots, land uses and related densities, for the entire PUD, regardless if the PUD will be developed in phases
☒	A proposed schedule for completion of the project, including any phasing schedule
☒	Elevations for all buildings. Applicant may submit a series of elevations to show the architectural character and materials for any residential product(s)
☒	Subdivision level details illustrating the lot layout, street information (e.g., width and access), sidewalks and trails, building footprints, and other information deemed necessary by the Development Department
☒	A copy of any deed restrictions or covenants that will apply to development in the PUD. Note: This submittal does not imply a requirement for the City to enforce any of these private agreements

**FIRST AMENDMENT TO
ASSIGNABLE REAL ESTATE SALES CONTRACT**

TALL OAKS

THIS FIRST AMENDMENT TO ASSIGNABLE REAL ESTATE SALES CONTRACT ("First Amendment") is made as of the First Amendment Date (as hereinafter defined), by and between Barbara Trimble, successor Trustee of the Restated Trust Agreement of William H. Trimble dated June 21, 2007 ("Seller"), and NVR, INC., a Virginia corporation ("Purchaser").

WHEREAS, Seller and Purchaser entered into an Assignable Real Estate Sales Contract effective October 15, 2023 (the "Contract"), wherein Seller agreed to sell and Purchaser agreed to purchase the Property located in Lemon Township, Butler County, Ohio, all as more particularly described in the Contract; and

WHEREAS, the parties have agreed to amend the Contract to add Purchaser's option to extend the Rezoning Period, and to otherwise amend certain terms and conditions, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals and Controlling Terms. The foregoing Recitals are hereby incorporated by reference as if fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in the Contract. From and after the First Amendment Date, references to the Contract shall refer to the Contract as amended by this First Amendment.
2. Rezoning Period. Subparagraph 4(b) of the Agreement is hereby amended to reflect that Purchaser will have the right to extend the Rezoning Period for up to two (2) extensions of ninety (90) days each (each a "Rezoning Period Extension"), by providing Seller, within two (2) days prior to the expiration of the Rezoning Period, or the first Rezoning Period Extension, as applicable, written notice of its election to exercise such Rezoning Period Extension, and submitting to Escrow Agent prior to the expiration of the Rezoning Period or Rezoning Period Extension, as applicable, a non-refundable deposit of [REDACTED] Dollars [REDACTED] (each an "Extension Fee"), for each Rezoning Period Extension. The Extension Fee(s) will be considered as part of the Deposit for all purposes and will be applied towards the Purchase Price at Closing.
3. Notices. The notices to Purchaser in Subparagraph 20(b) of the Agreement are hereby deleted in their entirety and the following is inserted in lieu thereof:

“to Purchaser: NVR, INC.
200 North Warner Road, Suite 320
King of Prussia, PA 19406
Attn: John Harper and Douglass Hensel
Email: jharper@nvrinc.com; and dhensel@nvrinc.com

with a copy to: NVR, INC.
8622 Jacquemin Drive
West Chester, OH 45069
Attn: Thomas Sear and Desiree Davis
Facsimile No.: 513-714-5551
Email: tsear@nvrinc.com and desdavis@nvrinc.com

with a copy,
by email only, to: SHULMAN ROGERS, P.A.
12505 Park Potomac Avenue, 6th Floor
Potomac, MD 20854
Attn: Lawrence M. Kramer and Sean P. Sherman
Facsimile No.: 301-230-2891
Email: NVR@shulmanrogers.com”

4. Removal of Extraneous Terms. The term “Extension Deposits” is not defined in the Contract, as a result, the Contract is hereby amended by the removing the phrase “and [the] Extension Deposits, if any,” from Subparagraph 6(f), Paragraphs 14 and 17 of the Contract.

5. Counterpart Copies. This First Amendment may be executed in any number of counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy hereof.

6. Entire Agreement, Ratification and Reconciliation. The Contract (including the Exhibits) and this First Amendment contain the final and entire agreement between the parties with respect to the sale and purchase of the Property, and are intended to be an integration of all prior negotiations and understandings. Except as modified in this First Amendment, the Contract is hereby ratified and remains in full force and effect. The terms and provisions of this First Amendment shall be reconciled with the terms and provisions of the Contract to the fullest extent reasonably possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this First Amendment and any term or provision of the Contract, such term or provision of this First Amendment shall control.

7. First Amendment Date. This First Amendment shall become effective on the date last signed (the “**First Amendment Date**”). In addition, this First Amendment and any waiver or modification hereto will only be effective if signed by the Area President of Purchaser (or its designee), and at least two (2) other officers of Purchaser.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLER:

Barbara Trimble, Successor Trustee
of the Restated Trust Agreement of
William H. Trimble dated June 21, 2007

By: X *Barbara Trimble*
Name: Barbara Trimble
Title: Successor Trustee
Date: 11/20/24

PURCHASER:

NVR, INC., a Virginia corporation

DocuSigned by:
John E. Harper
By: DC9C7B397CE14A4...
Name: John E. Harper
Title: Area President
Date: 11/26/2024

DocuSigned by:
[Signature]
By: D736908D56454BA...
Name: Douglass Hensel
Title: Vice President, Operations
Date: 11/25/2024

DocuSigned by:
[Signature]
By: 7A1810974A84E0...
Name: Thomas Sear
Title: Regional Vice President, Land
Date: 11/25/2024

DocuSigned by:
Desiree Davis
By: F85D237EEAFD488...
Name: Desiree Davis
Title: Vice President and Division Manager
Date: 11/25/2024

Date: 01/27/2025
CONVEYANCE:
FEES: KS
EXEMPT: 100903
Nancy Nix, Butler Co, Auditor
This conveyance has been examined and the grantor has
complied with section 319.202 of the revised code.

**AFFIDAVIT OF SUCCESSOR TRUSTEE
(O.R.C. 5302.171)**

STATE OF OHIO)
COUNTY OF Hamilton)

Now comes MARK A. JACKSON, Successor Trustee of a certain Trust known as the WILLIAM H. TRIMBLE Revocable Trust dated April 4, 2000, as most recently amended and restated on June 21, 2007 (the "Trust"), being sworn, deposes and states as follows:

1. The original Trustee of the Trust was WILLIAM H. TRIMBLE.
2. WILLIAM H. TRIMBLE died May 3, 2015, a resident of Middletown, Butler County, Ohio. A death certificate is attached hereto as Exhibit A.
3. Pursuant to Section 9.2 of the Trust, upon the death of WILLIAM H. TRIMBLE, BARBARA TRIMBLE became the successor Trustee.
4. BARBARA TRIMBLE resigned as Trustee effective as of November 29, 2024, and pursuant to Section 9.2 of the Trust, MARK A. JACKSON became the Successor Trustee. A copy of the Resignation of Successor Trustee is attached hereto as Exhibit B.
5. The Trust Agreement contains the following powers in Section 8 with respect to the acquisition, sale, conveyance or encumbrance of real property by Trustee, its successors and assigns:

SECTION 8 – POWERS OF TRUSTEE

8.1 Except as otherwise provided in this Section, the Trustee shall have the absolute discretionary power to deal with any property, real or personal, held in trust as though the Trustee owned such property individually. Such power may be exercised independently and without the prior or subsequent approval of any court of judicial authority. Without in any manner limiting the generality of the foregoing, the Trustee shall have the following specific powers and authority in addition to, but not in substitution of, powers conferred by law:

8.1.3 To sell, at public or private sale, transfer, assign, convey, exchange, option, lease, pledge, mortgage or otherwise dispose of any investments, securities or other property, real or personal, held in trust without appraisal, valuation, advertisement, notice, court order or other legal formality, and for such amount and on such terms as the

Trustee may deem advisable (including a term of years irrespective of the duration of any trust).

8.1.4 To employ a licensed real estate broker or brokers, including the real estate department of any corporate Trustee, its parent or affiliates, in connection with the sale of any real property held in trust, and to pay a real estate brokerage commission for services rendered by the broker or brokers affecting such sale, or if such sale is made by said real estate department, either alone or in cooperation with another broker or brokers, to pay such corporate Trustee extra compensation for its services, and the reasonableness of such commission or compensation may be determined by reference to the schedule of fees and commissions generally charged for such services by licensed real estate brokers of the area in which any such real property is located.

8.1.8 To own, manage, maintain, improve, insure and otherwise extend incidents of ownership as to any real properties in the Trustee's absolute discretion.

6. As Successor Trustee, MARK A. JACKSON is the current owner of certain real property located at Hamilton Middletown Road, Buckeye Drive, Granny Smith Lane, and Autumn Oak Street (collectively, "Tall Oaks"), Middletown, Ohio 45044 and Walton Court, Middletown, Ohio 45042

7. The current deed for the aforementioned Tall Oaks property is recorded at Official Record Book 8113, Page 573, of the Butler County, Ohio records, as more fully described in Exhibit C attached hereto.

8. The current deed for the aforementioned Walton Court property is recorded at Official Record Book 6492, Page 17, of the Butler County Ohio records, as more fully described in Exhibit D attached hereto.

FURTHER AFFIANT SAYETH NOT.

[SIGNATURE PAGE FOLLOWS]


MARK A. JACKSON, Successor Trustee

Sworn to before me by MARK A. JACKSON, Successor Trustee, personally known or identity proven, and subscribed in my presence on November 28, 2024. This is a jurat. An oath or affirmation was given by MARK A. JACKSON that the statements contained in this document are true and correct.



DAVID W. POSTON, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 R.C.


Notary Public

This Instrument Prepared By: Lydia A. Caylor, Cors & Bassett, LLC, 201 East Fifth Street, Suite 900, Cincinnati, Ohio 45202, Telephone: (513) 852-8231.

EXHIBIT A

Death Certificate

BK 10178 PG 665

Exhibit A
Death Certificate of William H. Trimble

Reg. Dist. No. 09

Ohio Department of Health

Primary Reg. Dist. No. 8310

VITAL STATISTICS

CERTIFICATE OF DEATH

State File No. 2015042780

Registrar's No. 012.205000359

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) WILLIAM HERBERT TRIMBLE		2. Sex Male	3. Date of Death (Mo/Day/Year) May 03, 2015
4. Social Security Number [REDACTED]	5a. Age (Years) 85	5b. Under 1 Year Months Days	5c. Under 1 day Hours Minutes
6. Date of Birth (Mo/Day/Year) March 07, 1930		7. Birthplace (City and State or Foreign Country) MIDDLETOWN, OHIO	
8a. Residence State OHIO		8b. County BUTLER	
8c. City or Town MIDDLETOWN		8d. Apt. No. 45042	8e. Inside City Limits? Yes
9. Ever in US Armed Forces? Yes		10. Marital Status at Time of Death Married	
11. Surviving Spouse's Name (If wife, give name prior to first marriage) BARBARA ANN GREENFIELD			
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin No	
14. Decedent's Race White			
15. Father's Name WILLIAM KELLY TRIMBLE		16. Mother's Name (prior to first marriage) CORA MAY WELLS	
17a. Informant's Name BARBARA TRIMBLE		17b. Relationship to Decedent Wife	
17c. Mailing Address (Street and Number, City, State, Zip Code) 4308 Walton Court MIDDLETOWN, OHIO 45042			
18a. Place of Death Nursing Home/Long Term Care Facility OTTERBEIN SKILLED NURSING & REHAB NEIGHBORHOOD		18b. City or Town, State and Zip Code MIDDLETOWN, OH 45005	
18c. County of Death WARREN			
19. Signature of Funeral Service Licensee or Other Agent <i>Jeffrey A. Bonnell</i>		20. License Number (of Licensee) 007339	
21. Name and Complete Address of Funeral Facility BREITENBACH-MCCOY-LEFFLER FH 617 S SUTPHIN ST MIDDLETOWN, OH 45044			
22a. Date of Disposition Cremation		22b. Date of Disposition May 13, 2015	
22c. Place of Disposition (Name of Cemetery, Crematory, or other place) Southwest Cremation Services		22d. Location (City/Town and State) MIDDLETOWN, OH	
23. Registrar's Signature <i>Michelle Ann Grooms</i>		24. Date May 13, 2015	
25a. Name of Person Issuing Burial Permit ANDERSON, CHARLES		25b. District No. 8300	
25c. Date Burial Permit Issued May 13, 2015			
26a. Time of Death 13:28		26b. Date Pronounced Dead (Mo/Day/Year) May 03, 2015	
26c. Signature and Title of Doctor <i>U. Ellis</i> DO		26d. License Number 34.004807	
26e. Date Signed May 08, 2015			
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death SMITH, KIRK ELLIS, 200 MEDICAL CENTER DRIVE MIDDLETOWN, OH 45005			
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.			
Immediate Cause (Final disease or condition resulting in death)	a. Sepsis	Approximate Interval Between Onset and Death days	
Sequentially list conditions, if any, leading to immediate cause	b. Due to (or as Consequence of) Colovesicle fistula	days	
Underlying Cause (Disease or injury that initiated events resulting in a death)	c. Due to (or as Consequence of) Bladder cancer	months	
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. MRSA, urinary tract infection fourniers gangrene groin			
30. Did Tobacco Use Contribute to Death?	31. If Female, Frequency Status	32a. Was An Autopsy Performed?	32b. Were Autopsy Findings Available Prior To Completion Of Cause of Death?
☐ Yes ☒ Unknown ☐ No	☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year	☐ Yes ☒ No	☐ Yes ☐ No ☒ Not Applicable
33a. Date of Injury (Mo/Day/Year)	33b. Time of Injury	33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	33d. Injury at Work?
			☐ Yes ☐ No
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)			
33f. Describe How Injury Occurred			
33g. If Transportation Injury, Specify: ☐ Driver/Operator ☐ Pedestrian ☐ Passenger ☐ Other			

955695 2015042780 955695

955695 2015042780

REGISTRAR'S DISPOSITION

CAUSE OF DEATH

2015042780

EXHIBIT B

Resignation

**RESIGNATION OF THE SUCCESSOR TRUSTEE OF THE WILLIAM H. TRIMBLE
TRUST AGREEMENT DATED APRIL 4, 2000, AS AMENDED AND RESTATED BY
THAT CERTAIN RESTATED TRUST AGREEMENT OF WILLIAM H. TRIMBLE
DATED JUNE 21, 2007**

WHEREAS, on April 4, 2000, **WILLIAM H. TRIMBLE**, as Grantor, entered into a certain Trust Agreement dated April 4, 2000, as amended and restated by that certain Restated Trust Agreement of William H. Trimble dated June 21, 2007 (hereinafter the "Trust") with **WILLIAM H. TRIMBLE** as Trustee; and

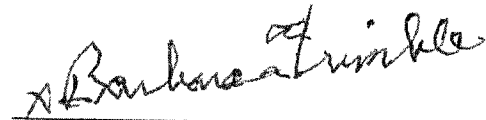
WHEREAS, **WILLIAM H. TRIMBLE** died on May 3, 2015, and pursuant to Section 9.2 of the Trust, upon the death of **WILLIAM H. TRIMBLE**, **BARBARA TRIMBLE** became the successor Trustee of the Trust; and

WHEREAS, Section 9.2 of the Trust provides that if **BARBARA TRIMBLE** should be unable or unwilling to act or continue as Trustee for any reason whatsoever, **MARK A. JACKSON** shall be the successor Trustee with full power and authority as specified in the Trust; and

WHEREAS, **BARBARA TRIMBLE** desires to resign as Trustee of the Trust and for **MARK A. JACKSON** to serve as successor Trustee as provided in the Trust.

NOW THEREFORE, **BARBARA TRIMBLE** hereby resigns as Trustee of the Trust, effective as of the date set forth below.

Dated: Nov 20, 2024.



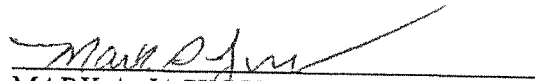
BARBARA TRIMBLE
Resigning Trustee

ACCEPTANCE OF SUCCESSOR TRUSTEE

WHEREAS, pursuant to Section 9.2 of the Trust, **BARBARA TRIMBLE** has resigned as successor Trustee of the Trust and **MARK A. JACKSON** is designated as successor Trustee in the Trust Agreement.

NOW THEREFORE, **MARK A. JACKSON** hereby accepts the appointment as Successor Trustee of said Trust.

Dated: Nov 26, 2024.



MARK A. JACKSON
Successor Trustee

EXHIBIT C

Legal Description for Tall Oaks Property

BK 10178 PG 669

ML
01.27.2025

Legal Description

ML
08.17.2021APPROVED
BCEO
BY BB
5.5.09

Part of Lots 3513 and 3514 (20.655 acres)

Situated in Section 36, Town 3, Range 3, City of Monroe, Butler County, Ohio being part of Lot 3514 conveyed to Barbara Trimble, Tr. and William H. Trimble, Tr. by deed in OR 6492, Pg. 25 and part of Lot 3513 conveyed to Barbara Trimble and William H. Trimble, Tr. By O.R. 6492, Page 20 the boundary of which being more particularly described as follows:

Beginning at a set 5/8" iron pin in the north line of Lot 2202 said point being South 86 degrees 00' 24" East, a distance of 12.14 feet from the northeast corner of Lot 2535 of Apple Gate Section One as recorded in P.E. 2699, Pg. A-C;

Thence along new division lines, running through Part Lot 3514 and Part Lot 3513, the following twenty-eight (28) courses:

1. North 04 degrees 02' 56" East, a distance of 231.21 feet to a 5/8" iron pin set;
2. North 11 degrees 17' 58" East, a distance of 221.61 feet to a 5/8" iron pin set;
3. North 14 degrees 07' 45" East, a distance of 5.09 feet to a 5/8" iron pin set;
4. North 78 degrees 42' 02" West, a distance of 167.25 feet to a 5/8" iron pin set;
5. South 11 degrees 17' 58" West, a distance of 22.09 feet to a 5/8" iron pin set;
6. North 78 degrees 42' 02" West, a distance of 234.30 feet to a 5/8" iron pin set;
7. South 04 degrees 34' 11" East, a distance of 93.57 feet to a 5/8" iron pin set;
8. North 82 degrees 22' 42" West, a distance of 105.84 feet to a 5/8" iron pin set;
9. North 84 degrees 09' 04" West, a distance of 106.23 feet to a 5/8" iron pin set;
10. North 81 degrees 04' 15" West, a distance of 333.10 feet to a 5/8" iron pin set;
11. North 33 degrees 46' 58" West, a distance of 179.01 feet to a 5/8" iron pin set;
12. North 11 degrees 23' 21" East, a distance of 288.42 feet to a 5/8" iron pin set;
13. South 85 degrees 13' 45" East, a distance of 205.56 feet to a 5/8" iron pin set;
14. South 63 degrees 57' 33" East, a distance of 171.96 feet to a 5/8" iron pin set;
15. South 81 degrees 04' 15" East, a distance of 90.00 feet to an iron pin set;
16. South 88 degrees 59' 50" East, a distance of 76.26 feet to a 5/8" iron pin set;
17. North 86 degrees 09' 23" East, a distance of 187.59 feet to a 5/8" iron pin set;
18. South 86 degrees 34' 49" East, a distance of 110.11 feet to a 5/8" iron pin set;
19. South 81 degrees 51' 18" East, a distance of 97.48 feet to a 5/8" iron pin set;
20. South 75 degrees 52' 15" East, a distance of 353.84 feet to a 5/8" iron pin set;
21. Along a curve to the left, an arc distance of 99.74 feet to a 5/8" iron pin set, said curve having a radius of 425.00 feet, a central angle of 13 degrees 26' 45", and a chord bearing North 01 degrees 07' 17" East for 99.51 feet;
22. North 05 degrees 36' 06" West, a distance of 74.03 feet to a 5/8" iron pin set at a point of curvature;
23. Along a curve to the right, an arc distance of 15.90 feet to a 5/8" iron pin set, said curve having a radius of 975.00 feet, a central angle of 0 degrees 56' 04", and a chord bearing North 05 degrees 08' 04" West, for 15.90 feet;
24. North 85 degrees 19' 58" East, a distance of 166.39 feet to a 5/8" iron pin set;



By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 670

APPROVED
BCEO
BY BB
5-5-09

25. North 00 degrees 58' 31" West, a distance of 84.05 feet to a 5/8" iron pin set;
26. North 04 degrees 16' 33" East, a distance of 83.99 feet to a 5/8" iron pin set;
27. North 08 degrees 08' 09" East, a distance of 11.92 feet to a 5/8" iron pin set;
28. South 84 degrees 51' 30" East, a distance of 156.40 feet to the original centerline of State Route 4 (also known as Hamilton-Middletown Road) passing a 5/8" iron pin set at a distance of 123.40 feet;

Thence along the original centerline of State Route 4, South 05 degrees 08' 30" West, a distance of 1135.08 feet to the northeast corner of Lot 2202;

Thence along the north line of said Lot 2202, North 86 degrees 00' 24" West, a distance of 570.42 feet to the Point of Beginning, containing 20.655 acres more or less of which 0.533 acres lies within Part Lot 3513 and 20.122 acres lies within Part Lot 3514,

C1800 012 000 057 (PT 3513 0.533 ACRES)

Subject to easements, restrictions and rights-of-way of record.

Bearings are based on Grid Azimuth, Ohio South Zone, NAD '83.

The above description based on a field survey by Kleinglers & Associates, Engineers and Surveyors, under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

**SAVE AND EXCEPT 20.122 ACRES PLATTED INTO TALL OAKS
SUDIVISION, PHASE ONE AND PHASE ONE-A, LEAVING A RESIDUE OF
0.533 ACRES.**

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BUTLER COUNTY ENGINEER
LAND
RECORD OF SURVEYS



By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 671

ML
01.27.2025APPROVED
BCFO
BY BB
5-5-09ALSO—PART OF LOT 3513 (50.681 ACRES)
C1800-012-000-050

ML

Situated in Section 36, Town 3, Range 3, City of Monroe, Butler County, Ohio, being part of Lot 3513 conveyed to Barbara Trimble and William H. Trimble, Tr. by O.R. 6492, Page 20 the boundary of which being more particularly described as follows:

Beginning at a point in the original centerline of State Route 4 (also known as Hamilton Middletown Road), said point being South 86 degrees 00' 24" East, a distance of 582.56 feet and North 05 degrees 08' 30" East, a distance of 1135.08 feet from the northeast corner of Lot 2535 of Apple Gate Section One Block A as recorded in Plat Envelope 2699, Pg. A-C;

Thence along new division lines, running through Part Lot 3513, the following four (4) courses;

1. North 84 degrees 51' 30" West, passing a set 5/8" iron pin at 33.00 feet, a total distance of 156.40 feet to a set 5/8" iron pin;
2. South 08 degrees 08' 09" West, a distance of 11.92 feet to a set 5/8" iron pin;
3. South 04 degrees 16' 33" West, a distance of 83.99 feet to a set 5/8" iron pin;
4. South 00 degrees 58' 31" East a distance of 54.31 feet to a set 5/8" iron pin in the northerly line of Lot 3514 as conveyed to Barbara Trimble and William H. Trimble, Tr. in O.R. 6492, Page 25.

Thence along the northerly line of said Part Lot 3514, North 85 degrees 02' 33" West, a distance of 2464.35 feet to an existing 5/8" iron pin in the easterly line of the former B & O Railroad;

Thence along the easterly line of said former B & O Railroad the following three (3) courses;

1. North 09 degrees 02' 50" East, a distance of 14.05 feet to an existing 5/8" iron pin;
2. North 27 degrees 28' 55" East, a distance of 456.10 feet to an existing 5/8" iron pin;
3. North 26 degrees 00' 04" East, a distance of 150.31 feet to an existing 5/8" iron pin in the south line of Lot 3512 as conveyed to John A. and Catherine E. Frey in O.R. 6408, Pg. 1466;

Thence along the lines of said Lot 3512 the following three (3) courses:

1. South 88 degrees 21' 17" East, a distance of 370.26 feet to an existing 5/8" iron pin;



By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 672

APPROVED
BCEO
BY BB
5-5-09

2. North 05 degrees 35' 18" East, a distance of 377.56 feet to an existing 5/8" iron pin;
3. South 84 degrees 34' 04" East, passing an existing concrete monument at 1980.98 feet, a total distance of 2013.98 feet to a point in the aforesaid original centerline of State Route 4;

Thence along said centerline, South 05 degrees 08' 30" West, a distance of 808.46 feet to the Point of Beginning containing 50.681 acres more or less.

Subject to easements, restrictions and rights-of-way of record.

Also including a 2.539 acre tract, the boundary of which being more particularly described as follows:

Commencing at the northwest corner of Lot 2688 of Apple Gate Section Two Block "C" as recorded in P.E. 3421, Pg. A-C;

Thence along the south line of the aforesaid Part Lot 3514, North 86 degrees 00' 24" West, a distance of 266.31 feet to a set 5/8" iron pin in the easterly line of the Great Miami River;

Thence along the easterly line of the Great Miami River the following three (3) courses:

1. North 13 degrees 52' 26" East, a distance of 540.42 feet to a set 5/8" iron pin;
2. North 15 degrees 07' 26" East, a distance of 221.10 feet to a set 5/8" iron pin;
3. North 22 degrees 37' 26" East, a distance of 301.62 feet to the True Point of Beginning, said point being marked by an existing 5/8" iron pin lying south 1.0 feet and west 1.7 feet;

Thence continuing North 28 degrees 56' 03" East, a distance of 209.13 feet to a set 5/8" iron pin;

Thence continuing North 13 degrees 39' 03" East a distance of 363.97 feet to a set 5/8" iron pin in the southerly line of Lot 3518 as conveyed to John A. and Catherine E. Frey in OR. 6408, 1466;

Thence along said southerly line, South 88 degrees 21' 17" East, a distance of 274.27 feet to a set 5/8" iron pin in the westerly line of the abandoned Miami & Erie Canal;

Thence along said westerly line the following three (3) courses:

1. South 28 degrees 20' 45" West a distance of 484.40 feet to a set 5/8" iron pin;
2. South 37 degrees 07' 43" West, a distance of 132.27 feet to a set 5/8" iron pin;
3. South 38 degrees 18' 02" West, a distance of 12.16 feet to a set 5/8" iron pin in the northerly line of part Lot 3514;

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LAND SURVEYS
RECORD OF



By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 673

APPROVED
BCEO
BY BB
5-5-09

Thence along said northerly line, North 85 degrees 02' 33" West, a distance of 144.41 feet to the True Point of Beginning, containing 2.539 acres more or less.

Bearings are based on Grid Azimuth, Ohio South Zone, NAD '83.

The above description based on a field survey by Kleingers & Associates, Engineers and Surveyors, under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Parcel No. C1800 012 000 050 (Pt 3513)

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BUTLER COUNTY ENGINEER
LAND
RECORD OF SURVEYS



By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 674

APPROVED
BCEO
BY BB
5-5-09

ALSO---PART OF LOT 3514 (45.029 ACRES)

Situated in Section 36, Town 3, Range 3, City of Monroe, Butler County, Ohio, and being part of Lot 3514 conveyed to Barbara Trimble, Tr. and William H. Trimble, Tr. by deed in O.R. 6492, Pg. 25, the boundary of which being more particularly described as follows:

ML

Beginning at a set 5/8" iron pin in the north line of Lot 2202 said point being South 86 degrees 00' 24" East, a distance of 12.14 feet from the northeast corner of Lot 2535 of Apple Gate Section One as recorded in P.E. 2699, Pg. A-C;

Thence along the south line of said Part Lot 3514, North 86 degrees 00' 24" West a distance of 2375.00 feet to a set 5/8 iron pin the easterly line of the former B & O Railroad;

Thence along said easterly line the following four (4) courses:

1. Along a curve to the right, an arc distance of 708.76 feet to a set 5/8" iron pin at a point of tangency, said curve having a radius of 2604.58 feet, a central angle of 15 degrees 35' 29", and a chord bearing North 19 degrees 40' 04" East, for 706.58 feet;
2. North 27 degrees 27' 48" East, a distance of 288.70 feet to a set 5/8 inch iron pin;
3. North 36 degrees 15' 39" East, a distance of 85.00 feet to a set 5/8" iron pin;
4. North 03 degrees 51' 17" East a distance of 12.48 feet to an existing 5/8" iron pin at the southwesterly corner of Part Lot 3513 as conveyed to Barbara Trimble and William H. Trimble, Tr. in O.R. 6492, Pg. 20;

Thence along the southerly line of Part Lot 3513, South 85 degrees 02' 33" East, a distance of 2464.35 feet to a set 5/8" iron pin;

Thence along new division lines, running through Part Lot 3514, the following twenty five (25) courses:

1. South 00 degrees 58' 31" East, a distance of 29.74 feet to a set 5/8" iron pin;
2. South 85 degrees 19' 58" West, a distance of 166.39 feet to a set 5/8" iron pin;
3. Along a curve to the left, an arc distance of 15.90 feet to a set 5/8" iron pin at a point of tangency, said curve having a radius of 975.00 feet, a central angle of 0 degrees 56' 04", and a chord bearing South 05 degrees 08' 04" East for 15.90 feet;
4. South 05 degrees 36' 06" East, a distance of 74.03 feet to a set 5/8" iron pin at a corner of curvature;

BUTLER COUNTY ENGINEER'S OFFICE



CHARTERED 1800 BY ACT OF THE OHIO LEGISLATURE

APPROVED

By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 675

APPROVED
BCEO
BY BB
5-5-09

5. Along a curve to the right, an arc distance of 99.74 feet to set 5/8" iron pin, said curve having a radius of 425.00 feet, a central angle of 13 degrees 26' 45", and a chord bearing South 01 degrees 07' 17" West for 99.51 feet;
6. North 75 degrees 52' 15" West, a distance of 353.84 feet to a set 5/8" iron pin;
7. North 81 degrees 51' 18" West, a distance of 97.48 feet to a set 5/8" iron pin;
8. North 86 degrees 34' 49" West, a distance of 110.11 feet to a set 5/8" iron pin;
9. South 86 degrees 09' 23" West, a distance of 187.59 feet to a set 5/8" iron pin;
10. North 88 degrees 59' 50" West, a distance of 76.26 feet to a set 5/8" iron pin;
11. North 81 degrees 04' 15" West, a distance of 90.00 feet to a set 5/8" iron pin;
12. North 63 degrees 57' 33" West, a distance of 171.96 feet to a set 5/8" iron pin;
13. North 85 degrees 13' 45" West, a distance of 205.56 feet to a set 5/8" iron pin;
14. South 11 degrees 23' 21" West, a distance of 288.42 feet to a set 5/8" iron pin;
15. South 33 degrees 46' 58" East, a distance of 179.01 feet to a set 5/8" iron pin;
16. South 81 degrees 04' 15" East, a distance of 333.10 feet to a set 5/8" iron pin;
17. South 84 degrees 09' 04" East, a distance of 106.23 feet to a set 5/8" iron pin;
18. South 82 degrees 22' 42" East, a distance of 105.84 feet to a set 5/8" iron pin;
19. North 04 degrees 34' 11" West, a distance of 93.57 feet to a set 5/8" iron pin;
20. South 78 degrees 42' 02" East, a distance of 234.30 feet to a set 5/8" iron pin;
21. North 11 degrees 17' 58" East, a distance of 22.09 feet to a set 5/8" iron pin;
22. South 78 degrees 42' 02" East, a distance of 167.25 feet to a set 5/8" iron pin;
23. South 14 degrees 07' 45" West, a distance of 5.09 feet to a set 5/8" iron pin;
24. South 11 degrees 17' 58" West, a distance of 221.61 feet to a set 5/8" iron pin;
25. South 04' 02' 56" West, a distance of 231.21 feet to the Point of Beginning, containing 45.029 acres more or less.

C1800 012 000 051 (PT 3514)

Subject to easements, restrictions and rights of way of record.

Also including a 1.384 acre tract, the boundary of which being more particularly described as follows:

Beginning at a set 5/8" iron pin in the westerly line of the abandoned Miami & Erie Canal, said point being North 86 degrees 00' 24" West, a distance of 204.92 feet from the northwest corner of Lot 2688 of Apple Gate Section Two Block "C" as recorded in P.E. 3421, Pg. A-C;

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By ML at 4:07 pm, Jul 09, 2021

BK 10178 PG 676

Thence along the south line of the aforesaid Part Lot 3514, North 86 degrees 00' 24" West, a distance of 61.39 feet to a set 5/8" iron pin in the easterly line of the Great Miami River;

APPROVED
BCEO
BY BB
5-5-09

Thence along the easterly line of the Great Miami River the following three (3) courses:

ML

1. North 13 degrees 52' 26" East, a distance of 540.42 feet to a set 5/8" iron pin;
2. North 15 degrees 07' 26" East, a distance of 221.10 feet to a set 5/8" iron pin;
3. North 22 degrees 37' 26" East, a distance of 301.62 feet to a point be marked by an existing 5/8" iron pin lying south 10 feet and west 1.7 feet;

Thence along the southerly line of said part of lot 3513, South 85 degrees 02' 33" East, a distance of 144.41 feet to a set 5/8" iron pin in the westerly line of the abandoned Miami & Erie Canal;

Thence along said westerly line of the abandoned Miami & Erie Canal the following three (3) courses:

1. South 38 degrees 18' 02" West, a distance of 336.40 feet to a set 5/8" iron pin;
2. South 19 degrees 29' 15" West, a distance of 254.25 feet to a set 5/8" iron pin;
3. South 10 degrees 24' 01" West, a distance of 514.05 feet to a set 5/8" iron pin to the Point of Beginning. Containing 1.384 acres more or less.

C1800 012 000 051 (PT 3514)

Bearings are based on Grid Azimuth, Ohio South Zone, NAD '83.

The above description based on a field survey by Kleingers & Associates, Engineers and Surveyors, under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

SAVE AND EXCEPT 3.787 Acres platted into Tall Oaks Subdivision Phase One-A, leaving a residue of 42.626 acres.

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LAND
RECORD OF SURVEYS



APPROVED

By ML at 4:07 pm, Jul 09, 2021

ML
01.27.2025

ALSO:

Situated in Section 36, Town 3, Being Part of Lots 3513 and 3514 City of Monroe, Butler County, Ohio and known as Lots 5456, 5457, 5458, 5460, 5461, 5464, 5466, 5467, 5471, 5472, 5473, 5475, 5476, 5477, 5494 and 5495, inclusive of Tall Oaks, Phase One-A, recorded in Plat Envelope 3996, Pages A-E, of the Butler County Ohio Records.

The above being parcel nos.:

C1800012230001

C1800012230019

C1800012230020

C1800012410015

C1800012410016

C1800012410017

C1800012410019

C1800012410020

C1800012410023

C1800012410026

C1800012410027

C1800012410028

C1800012410030

C1800012410031

C1800012410032

EXHIBIT D

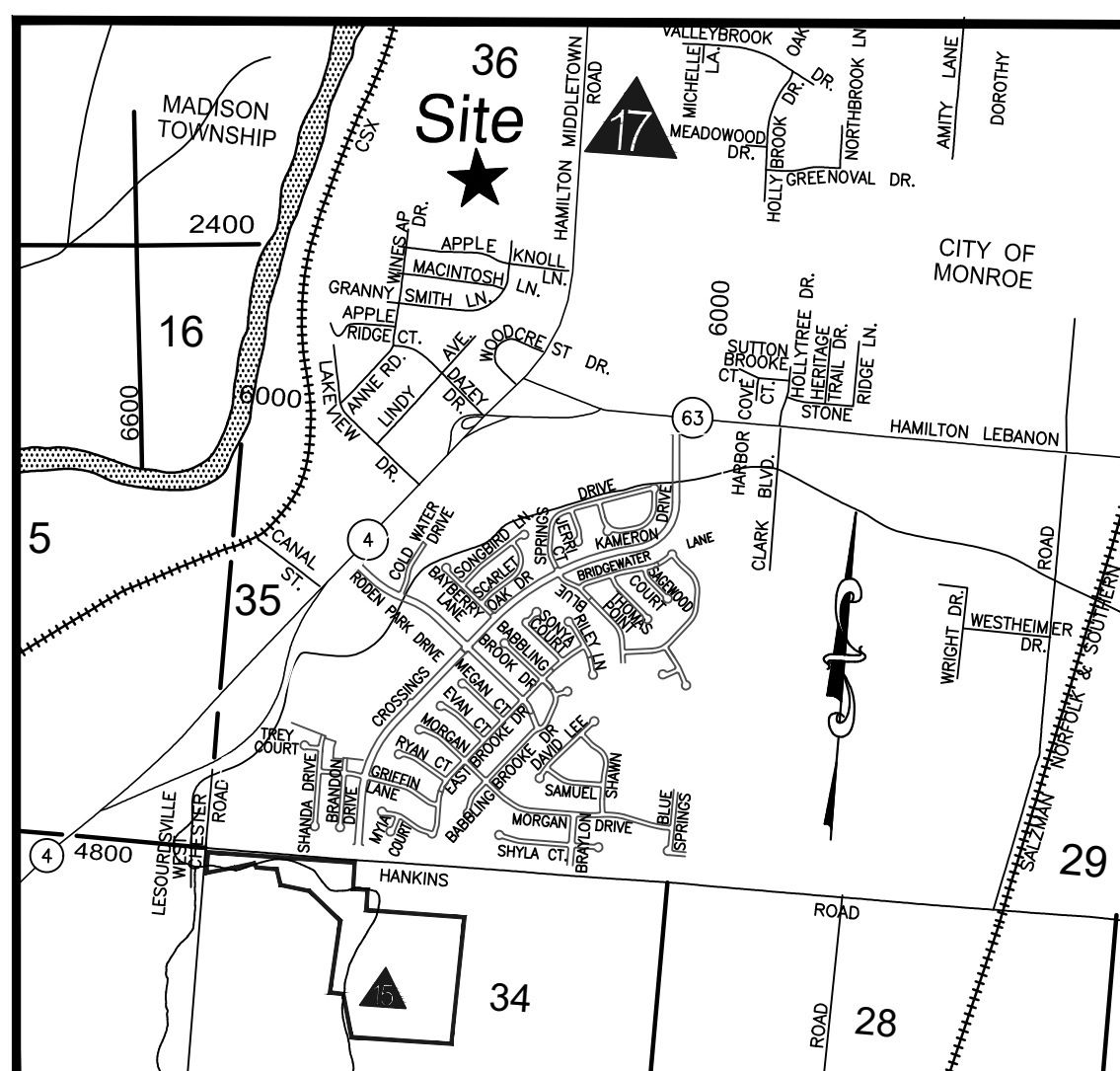
Legal Description for Walton Court Property

BK **10178** PG **679****ML**
01.27.2025

Lot Number Twelve Thousand Nine Hundred Nineteen (12,919), and the east ten (10) feet of Lot Number Twelve Thousand Nine Hundred Eighteen (12,918), and the west ten (10) feet of Lot Number Twelve Thousand Nine Hundred Twenty (12,920), as said lots are known and designated on the recorded plat of the City of Middletown, County of Butler, State of Ohio.

Being Parcel Nos. Q6531059000035, Q6531059000036, Q6531059000046

PRELIMINARY PUD PLAN
TALL OAKS
SECTION 36, TOWN 3, RANGE 3
CITY OF MONROE, BUTLER COUNTY, OHIO
MARCH, 2025
REVISED APRIL 4, 2025



VICINITY MAP
NOT TO SCALE

OWNER

Barbara Trimble, Tr. of the
William H. Trimble Revocable Trust
2003 Beechlen Court
Cincinnati, OH 45233

DEVELOPER

CKN Development LLC,
1768 Happy Valley Drive
Fairfield, OH 45014
(513) 846-9311

ENGINEER/SURVEYOR

Bayler Becker
6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

LEGEND

- 90' SINGLE FAMILY LOTS
- 70' SINGLE FAMILY LOTS
- 65' SINGLE FAMILY LOTS
- OPEN SPACE
- WALKING TRAIL
- FORMAL OPEN SPACE



GENERAL NOTES

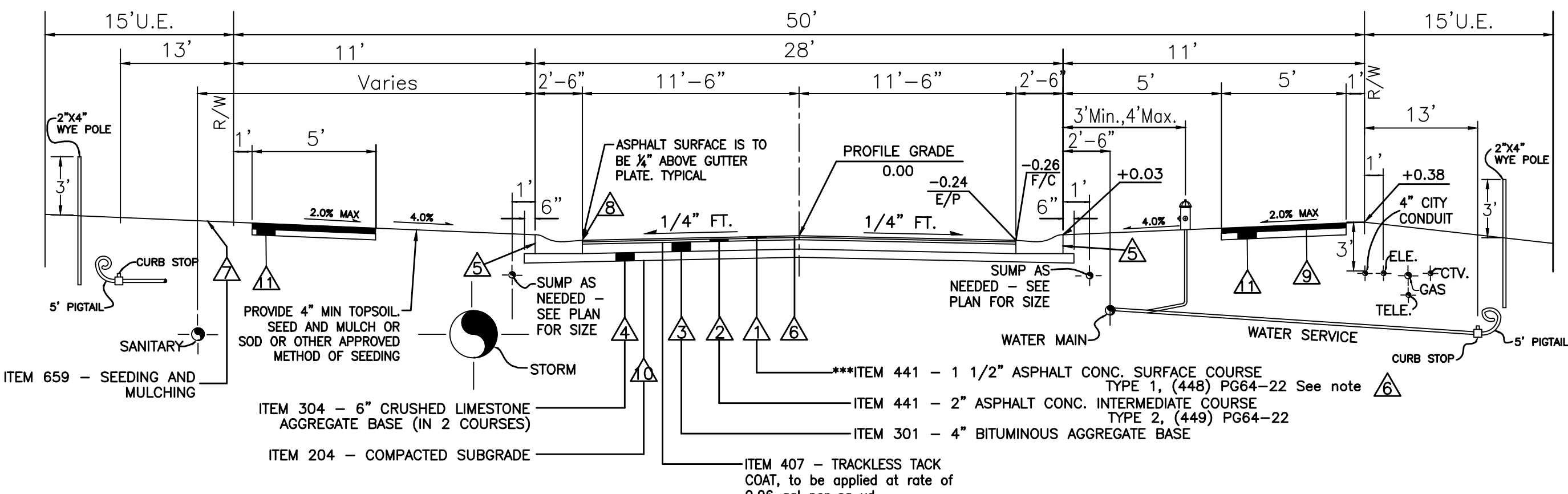
- Sanitary to be tied into Butler County System.
- Water to be installed and connected to Butler County System.
- Electric to be supplied by Duke Energy.
- All public streets to be constructed according to City of Monroe standards and specifications.
- Detention and Water Quality shall be provided for all currently undeveloped phases as per City of Monroe standards and specifications.
- Contours furnished from aerial photography based on U.S.G.S. datum.
- Existing structures and pavement on site shall be removed.
- 5' Concrete Walk to be installed on both sides of the street with the exception of the portion of streets that cross through the gas & electric easements.
- The location of walking paths through the gas and electric easements are subject to approval of controlling utility companies.
- The location of walking paths through open space will be adjusted accordingly where necessary to avoid excessive removal of trees.
- Development to be constructed in 4 phases in 4 years.
- Existing Zoning: Planned Unit Development

PROJECT DATA

EXISTING PHASES 1 & 1A	PROPOSED PHASES	70'	65'
LOT FRONTAGE (at Front Building Line)	90'	9,100	8,450
MINIMUM LOT AREA (S.F.)	15,000	30'	30'
FRONT SETBACK	40'	5'	5'
SIDE SETBACK (MIN)	5'	15' & 15' Between Houses	15' & 15' Between Houses
SIDE SETBACK (TOTAL)	15' & 15' Between Houses	30'	25'
REAR SETBACK	30'	25'	45'
# OF LOTS	41 Platted (35 Re-platted)	129	

TOTAL # OF SINGLE FAMILY LOTS = 227
OPEN SPACE REQUIRED = 22.86 Acres (20.0%)
OPEN SPACE PROVIDED = 45.6x Acres (39.9%)
OPEN SPACE NOT ENCUMBERED BY EASEMENTS = 30.6x Acres (26.7%)
FORMAL OPEN SPACE = 9.5x Acres (20.8%)
TOTAL ACREAGE = 114.29x Acres
OVER-ALL DENSITY = 1.99 Units/Ac.
L.F. OF STREET = 8339

ROADWAY TYPICAL SECTION



ITEM	DEPTH TOP OF PIPE
Sanitary	34" - 30"
Gas	34" - 30"
Water	34" - 30"
Electric	34" - 30"
Cable TV	34" - 30"
4" City	34" - 30"
Conduit	34" - 30"

***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).

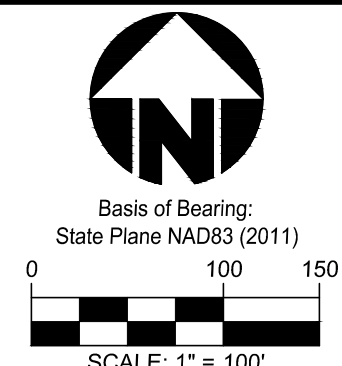
ITEM 609 - Standard Roll Type Curb and Gutter C-1 per Monroe Standard Detail 300-5

ITEM 407 - TACK COAT, to be applied at rate of 0.05 gal. per sq. yd.

TACK COAT shall be applied to front face of curb prior to the installation of 301 Bituminous Aggregate Base. Also to be applied to curb joint after the installation of #3 leveling course.

CONCRETE WALK - 4" thick concrete sidewalk, 5' wide, Item 608, Walk to be 1/2" higher than road.

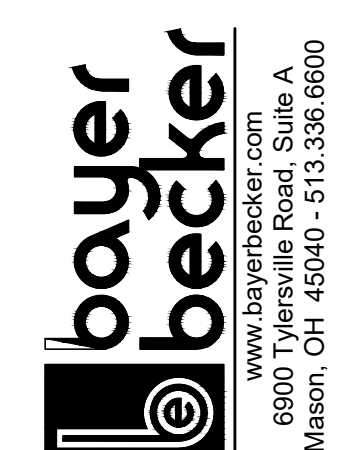
BASE - 4" crushed & compacted aggregate stone base of item #57, #304 or #411



TALL OAKS

SECTION 36, TOWN 3, RANGE 3
CITY OF MONROE, BUTLER COUNTY, OHIO

PRELIMINARY PUD PLAN



Drawn by: 24-0202 PUD
Checked by: TAC
EMR
Issue Date: 3-17-25

ZONING NOTES
CHAPTER 1204 DEVELOPMENT & DESIGN STANDARDS

ARTICLE 4.02 OPEN SPACE STANDARDS
1204.03 GENERAL PROVISIONS

B) AMOUNT OF OPEN SPACE REQUIRED. DEVELOPMENT SHALL PROVIDE AT LEAST THE MINIMUM AMOUNT OF OPEN SPACE DICTATED BY THE ZONING DISTRICT IN CHAPTER 1202. ZONING DISTRICT ESTABLISHED, AND THE FOLLOWING:

1) MINIMUM OPEN SPACE SET ASIDE. DEVELOPMENT SHALL PROVIDE AT LEAST THE MINIMUM AMOUNT OF OPEN SPACE IDENTIFIED IN TABLE 1204.03-1. OPEN SPACE SET-ASIDE

* ANY RESIDENTIAL PLD REQUIRES 20% TOTAL OPEN SPACE INCLUDING 5% FORMAL OPEN SPACE

ARTICLE 04.05 LANDSCAPING, SCREENING, & BUFFERING
1204.19 GENERAL PROVISIONS

D. LANDSCAPE MATERIAL STANDARDS.

3. PLANTS.

G) DECIDUOUS AND EVERGREEN CANOPY OR SHADE TREES SHALL HAVE A MINIMUM OF 2.5 INCHES DIAMETER AT BREAST HEIGHT (DBH) AT THE TIME OF PLANTING, AS DETERMINED IN THE AMERICAN STANDARD FOR NURSERY STOCK. EVERGREENS SHALL ALSO BE A MINIMUM OF SIX FEET IN HEIGHT ABOVE GROUND AT THE TIME OF PLANTING, WHILE DECIDUOUS TREES SHALL ALSO BE A MINIMUM OF EIGHT FEET IN HEIGHT ABOVE GROUND LEVEL AT THE TIME OF PLANTING.

H) UNDERSTORY, SMALL MATURING, OR ORNAMENTAL TREES SHALL HAVE A MINIMUM OF TWO INCHES DIAMETER AT BREAST HEIGHT (DBH) AT THE TIME OF PLANTING, AS DETERMINED IN THE AMERICAN STANDARD FOR NURSERY STOCK, AND SHALL BE A MINIMUM OF SIX FEET IN HEIGHT ABOVE GROUND LEVEL AT THE TIME OF PLANTING.

I) ALL DECIDUOUS TREES SHALL BE STAKED OR OTHERWISE SUPPORTED AS APPROPRIATE TO GROW STRAIGHT.

J) ALL TREES SHALL BE MULCHED AROUND THE BASE OF THE TRUNK WITH A MINIMUM DIAMETER OF THREE FEET OF MULCH.

K) THE USE OF NATIVE, DROUGHT-TOLERANT VEGETATION IS ENCOURAGED TO REDUCE DEPENDENCY UPON IRRIGATION.

L) ONCE THE MINIMUM LANDSCAPE REQUIREMENTS HAVE BEEN MET, ANY SIZE PLANT MAY BE INSTALLED ON A LOT TO SUPPLEMENT THE MINIMUM REQUIREMENTS.

5) GRASS OR GROUND COVER. GRASS OF THE PESCUS (GRAMINEAE) OR BLUEGRASS (POACEAE) FAMILY SHALL BE PLANTED IN SPECIES NORMALLY GROWN AS PERMANENT LAWNS IN THE APPLICABLE COUNTY.

6) MULCHED LANDSCAPED AREAS. REQUIRED LANDSCAPING SHALL BE LOCATED IN MULCHED LANDSCAPED BEDS WITH A MINIMUM WIDTH OF THREE FEET IN ALL DIRECTIONS.

7) SPECIES DIVERSITY.

B) WHEN 40 OR MORE TREES ARE REQUIRED ON A SITE, AT LEAST FOUR DIFFERENT SPECIES SHALL BE UTILIZED, IN ROUGHLY EQUAL PROPORTIONS

E. STREET TREES.

1) STREET TREES SHALL BE REQUIRED ON ALL PUBLIC AND PRIVATE FRONTS, EXCEPT INTERSTATE FRONTAGE AND ALLEYS, FOR ALL SUBDIVISIONS, NEW SITES OR DEVELOPMENT, AND EXPANSIONS OF SITES OR DEVELOPMENTS.

2) ALL NEW ROADS OR EXTENSIONS OF EXISTING ROADS, PUBLIC OR PRIVATE WHETHER INTERNAL OR EXTERNAL TO A SITE, ARE SUBJECT TO THE STREET TREE REQUIREMENTS.

3) STREET TREES SHALL BE REQUIRED ALONG BOTH SIDES OF ALL STREETS, PUBLIC OR PRIVATE, PLANTED 40 FEET ON CENTER IN THE TREE LAWN.

4) ALL DEVELOPMENTS SHALL INCLUDE STREET TREES THAT COMPLY WITH THE REQUIREMENTS FOR PLANTS IN 1204.19(D). LANDSCAPE MATERIAL STANDARDS, ABOVE.

5) SPECIFIC TREE TYPES OR SPECIES PROHIBITED OR PERMITTED TO BE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE ESTABLISHED IN A DOCUMENT MAINTAINED BY THE DEVELOPMENT DEPARTMENT.

6) STREET TREE PLACEMENT MAY BE SUBJECT TO SETBACK REQUIREMENTS FROM THE CURB, SIDEWALK, DRIVEWAY, AND OTHER UTILITIES. SUCH RESTRICTIONS SHALL BE ESTABLISHED IN A DOCUMENT MAINTAINED BY THE DEVELOPMENT DEPARTMENT.

7) AT THE TIME OF PLANTING, THE LOWEST LIMB OF ANY TREE SHALL NOT BE LESS THAN FIVE FEET ABOVE THE GROUND.

PROHIBITED STREET TREES:

- ANY YUT OR FRUIT BEARING TREE
- ASH - WHITE, GREEN, & EUROPEAN MOUNTAIN
- BIRCH
- BLACK LOCUST
- BLACK WALNUT
- BOX ELDER
- BUCKEYE
- BUCKTHORN
- CATALPA
- COTTONWOOD
- ELM - AMERICAN, CHINESE, RED, SIBERIAN

* ANY TREE DETERMINED TO BE INVASIVE BY THE OHIO DEPT OF AGRICULTURE OR OHIO DEPT OF NATURAL RESOURCES. *

PREFERRED STREET TREES:

- BLACKGUM - TURFED TOWER, WILDFIRE, GREEN GABLE, FIRESTARTER
- ELM - ALLEE LACBARK, ATHENA LACBARK, FRONTIER
- FREEMAN MAPLE - ARMSTRONG, MARINO, CELEBRATION
- GINKGO (MALE) - PRINCETON SENTRY, MAGYAR, PRESIDENTIAL GOLD, COLONNADE
- HONEY LOCUST - SUNBURST, SKYLINE, SHADENASTER
- KENTUCKY COFFEE - ESPRESSO, TRUE NORTH
- LINDEN - BOULEVARD, GREENSPIRE, AMERICAN SENTRY

* SPECIFIC TREES NOT ON THIS LIST MAY BE SUBMITTED FOR CONSIDERATION. *

PLANTING REQUIREMENTS

- 16,864 LF / 40 LF = 371 STREET TREES REQUIRED
- <40 TREES ON SITE - MINIMUM OF 3 SPECIES REQUIRED
- NO MORE THAN 3-5 TREES OF SAME SPECIES MAY BE PLANTED IN A ROW

NOTE: ANY TREES THAT CANNOT BE PLACED WITHIN THE TREE LAWN DUE TO CONFLICTS WITH DRIVEWAYS, UTILITIES, STREET LIGHTS, ETC. SHALL BE PLANTED IN THE FRONT YARD OF THE IMPACTED LOT BETWEEN THE FRONT BUILDING SETBACK LINE AND THE UTILITY EASEMENT.

CONCEPT GRAPHICS SCHEDULE

- EXISTING VEGETATION
Takeoff: 1,874,324 sf
- STREET TREES
- 1 TREE / 40 LF
- TREES TO BE INSTALLED AT 2.5" DBH & 8' TALL (MIN.)
Takeoff: 15,031 sf

CONCEPT PLANT SCHEDULE

- TREE - SCREENING DECIDUOUS 5
- TREE - SCREENING EVERGREEN 6
- STREET TREE (SPECIES 1) 141
- STREET TREE (SPECIES 2) 119
- STREET TREE (SPECIES 3) 117

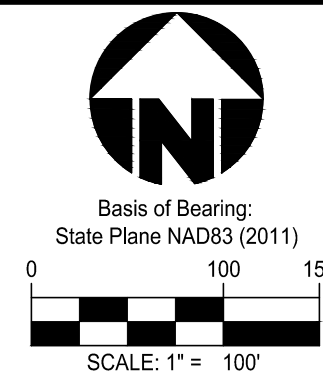
PRELIMINARY PLANTING PLAN
TALL OAKS
SECTION 36, TOWN 3, RANGE 3
CITY OF MONROE, BUTLER COUNTY, OHIO
MARCH, 2025

DEVELOPER

CKN Development, LLC.
1768 Happy Valley Drive
Fairfield, OH 45014
(513) 846-9311

ENGINEER/SURVEYOR

Bayer Becker
6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600



SCALE: 1" = 100'

DATE: 3/17/25

DRAWN BY: CDS

CHECKED BY: ADH

DATE: 3/17/25

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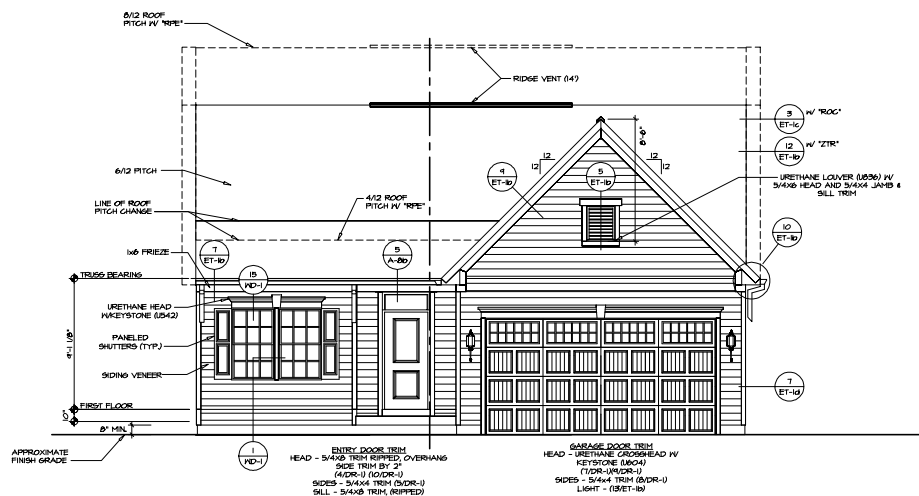
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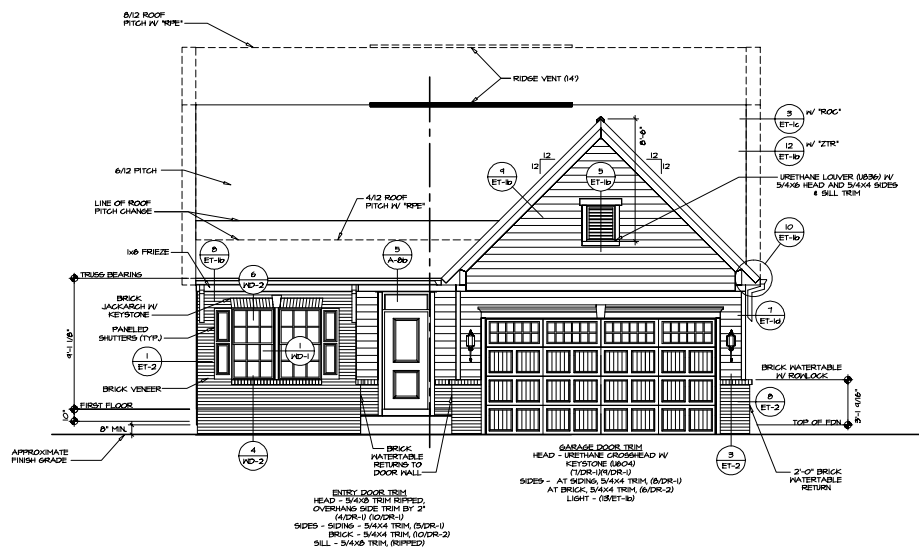
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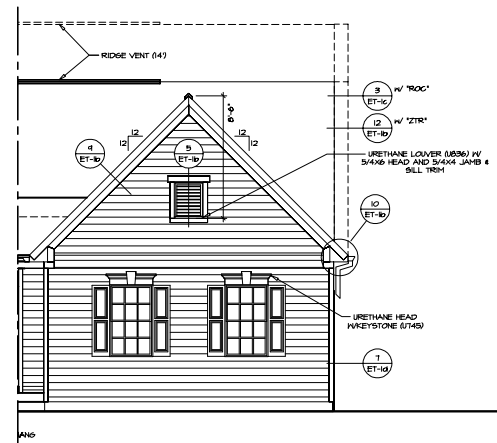
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER



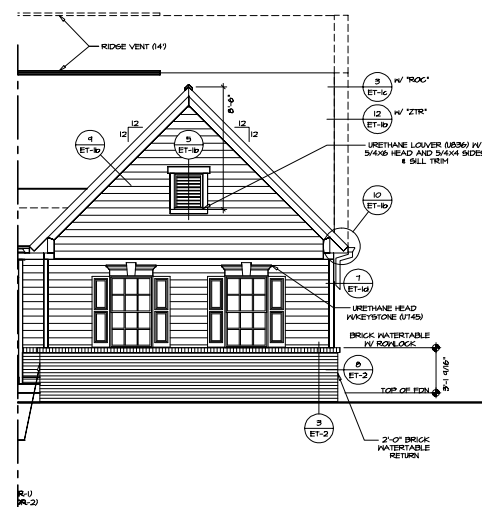
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SCALE: 1/4" = 1'-0"
FULL BASEMENT "FBA"
THO-CAR FRONT ENTRY GARAGE "GCG"
SIDING VENEER FRONT "EVF"



3 FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0"
FULL BASEMENT "FBA"
THO-CAR FRONT ENTRY GARAGE "GCG"
PARTIAL BRICK VENEER FRONT "EVF"



2 PARTIAL FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0"
FULL BASEMENT "FBA"
THO-CAR SIDE ENTRY GARAGE "GCG"
SIDING VENEER FRONT "EVF"



4 PARTIAL FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0"
FULL BASEMENT "FBA"
THO-CAR SIDE ENTRY GARAGE "GCG"
PARTIAL BRICK VENEER FRONT "EVF"

SHEET NO.	DATE	REVISIONS
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SET NO. A-100	DATE	BY	CHKD.	DATE	BY
ALBERTI RANCH	2/25/17	ELB			
FRONT ELEVATION					
OPTION DESCRIPTION					
ELEVATION "A"					
SIDING VENEER FRONT					
PARTIAL BRICK VENEER FRONT					

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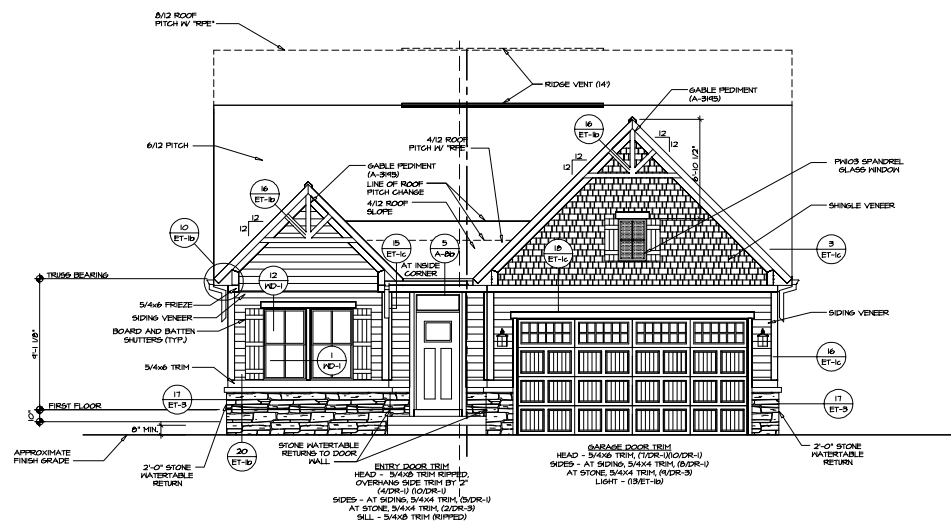


SET NO. ALBOA	VERSION 01	RELEASE NO. -----	DRAWN BY EJB	DATE: 2/24/17	OPTION
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SHEET NO.	MODEL	ALBERTI RANCH
	DRAWING TITLE	FRONT ELEVATION
A-1	OPTION DESCRIPTION	

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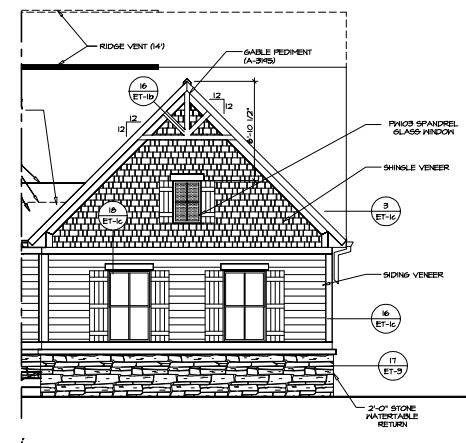
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER



FRONT ELEVATION "K"

FRONT ELEVATION "K"

SCALE: 1/4" = 1'-0" FULL BASEMENT "FBA" TWO-CAR FRONT ENTRY GARAGE "5CP"



PARTIAL FRONT ELEVATION "K"

SCALE: 1/4" = 1'-0" FULL BASEMENT "FBA" TWO-CAR SIDE ENTRY GARAGE "5CG"

SHEET NO.	DATE	REVISIONS
A-1		
7		

SET NO. ALBERTI RANCH	SET NO. ALBERTI RANCH
DRAWING TITLE	DRAWING TITLE
FRONT ELEVATION	FRONT ELEVATION
DATE	DATE
2/25/17	2/25/17
BY	BY
ELK	ELK

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2 PARTIAL FRONT ELEVATION "L"
A-1 SCALE: 1/4" = 1'-0" FULL BASEMENT "TBA"
TWO-CAR SIDE ENTRY GARAGE "SCC"

A-



6
A-2

LEFT ELEVATION

SCALE: 1/8" = 1'-0"

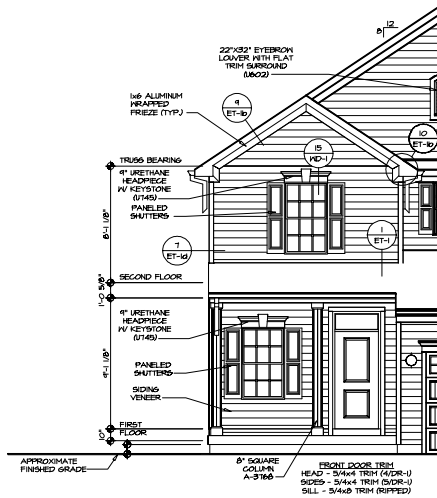
ELEVATION L "ELL"
FAMILY ROOM REAR FIREPLACE "LGF"



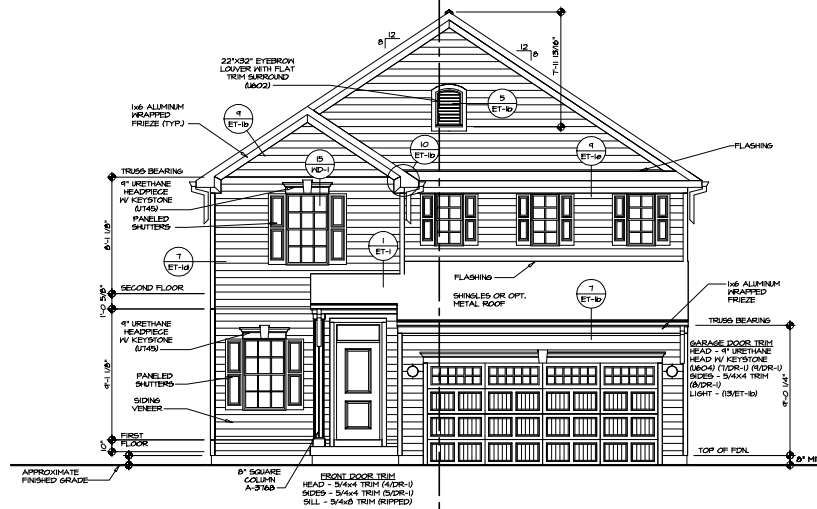
SHEET NO.	MODEL
A-2	ALBERTI RANCH
	DRAWING TITLE
	SIDE ELEVATION
	OPTION DESCRIPTION



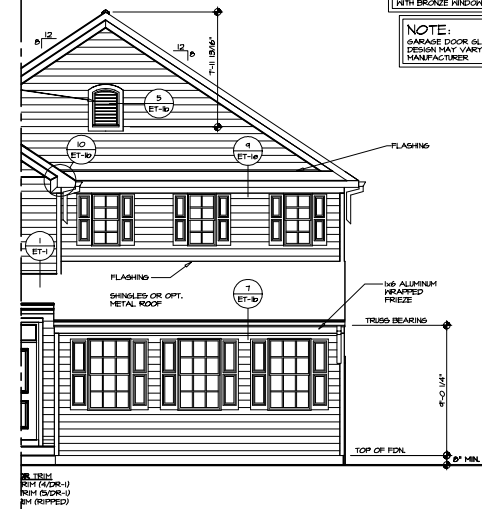
SHEET NO.	WORK ALBERTI RANCH DRAWING TITLE REAR ELEVATION DRAWN BY EJB DATE 12/2/77 OPTION DESCRIPTION	SET NO. A-500A VERSION O RELEASE NO. ---- DRAWN BY EJB DATE 12/2/77 OPTION	 NVR, Inc. 3330 Washington Blvd. 100 Westborough, MA 01581	NVR, Inc. requests permission to reproduce this drawing for use in future plans. These plans are not to be used for construction without approval of NVR, Inc. The drawing is to be used for the construction of the project only. NVR, Inc. is not responsible for any errors or omissions in the drawing.	REV. NO.	DATE	REMARKS
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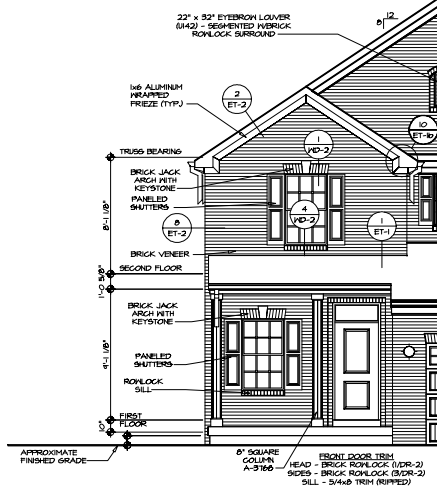
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SIDING VENEER "EV"
FULL FRONT PORCH "SPA"



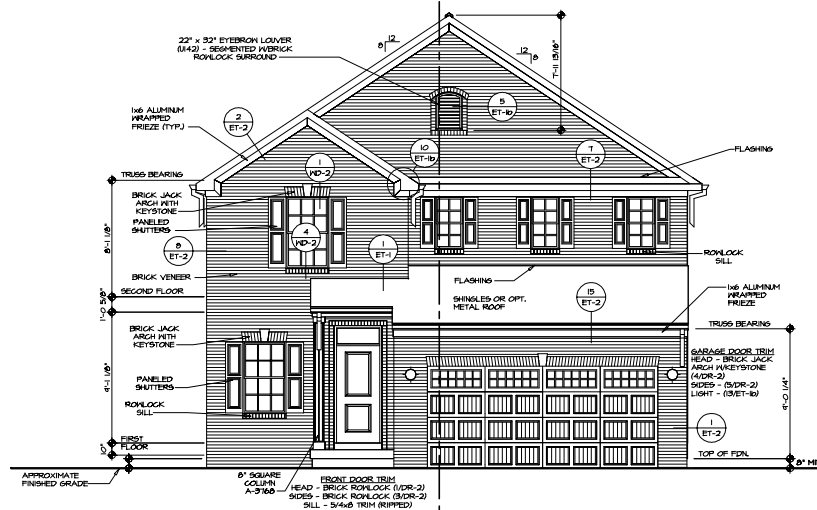
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TWO CAR GARAGE
FRONT ENTRY "SCB"



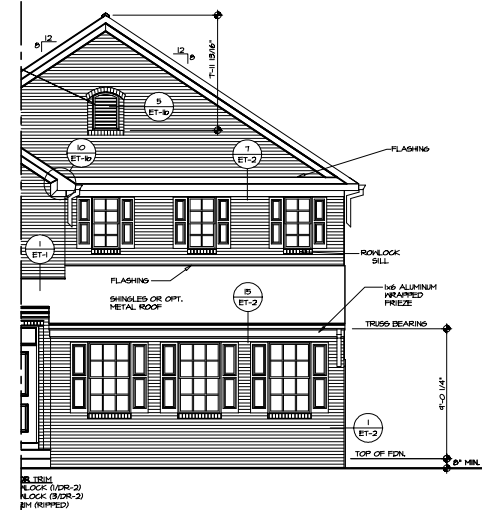
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SCALE: 1/4" = 1'-0"
SIDING VENEER "EV"
FULL FRONT PORCH "SPA"
TWO CAR GARAGE SIDE
ENTRY "SCC"



4 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0"
BRICK VENEER "EVA"
FULL FRONT PORCH "SPA"



2 FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0"
BRICK VENEER "EVA"
TWO CAR GARAGE
FRONT ENTRY "SCB"



6 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0"
BRICK VENEER "EVA"
FULL FRONT PORCH "SPA"
TWO CAR GARAGE SIDE
ENTRY "SCC"

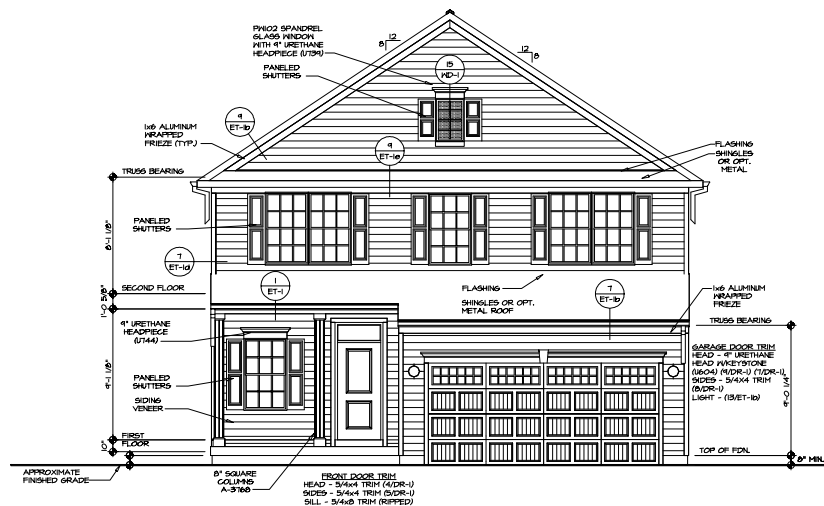
NOTE:
GRILLES IN GLAZING OF ALL
EXTERIOR DOORS AND
SIDELIGHTS TO BE OMITTED
WITH BRONZE KNOBS

NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

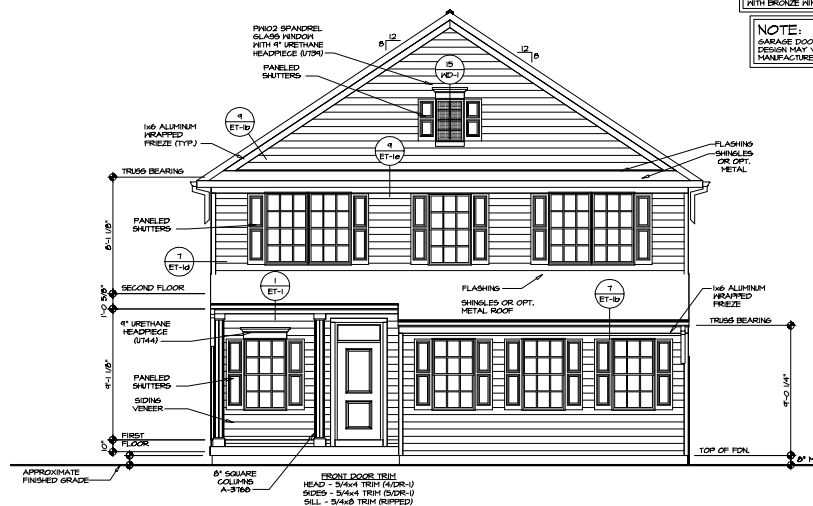
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NOTE:
SKILLIES IN GLAZING OF ALL
EXTERIOR DOORS AND
SIDELIGHTS TO BE OMITTED
WITH BRONZE WINDOWS

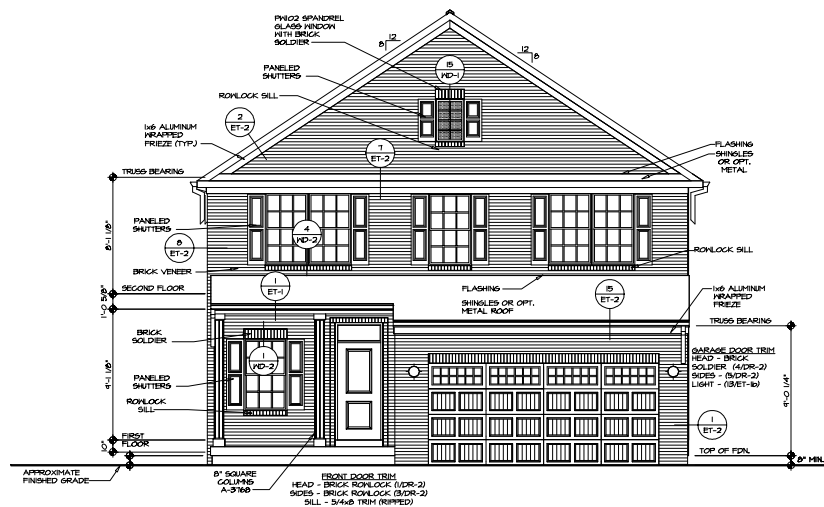
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER



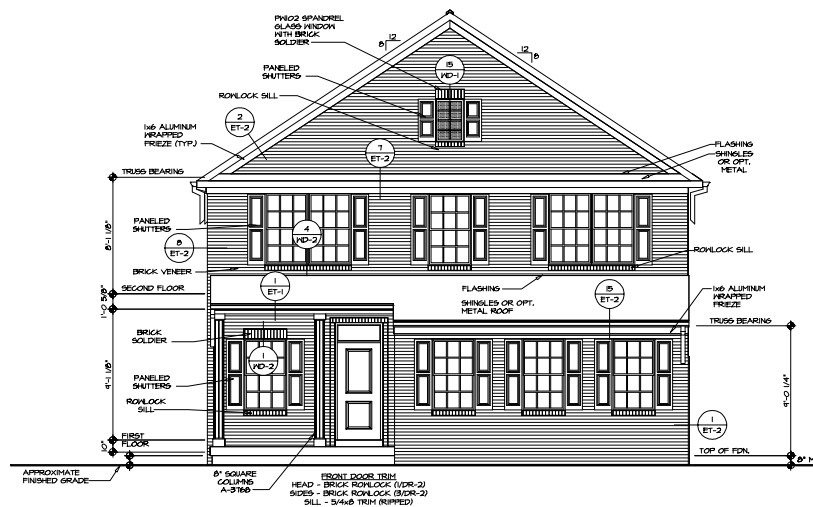
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SCALE: 1/4" = 1'-0"
SIDING VENEER "TV" TWO CAR GARAGE FRONT ENTRY "SCB"



2 FRONT ELEVATION "B"
SCALE: 1/4" = 1'-0"
SIDING VENEER "TV" TWO CAR GARAGE SIDE ENTRY "SCC"



3 FRONT ELEVATION "B"
SCALE: 1/4" = 1'-0"
BRICK VENEER "TV" TWO CAR GARAGE FRONT ENTRY "SCB"



4 FRONT ELEVATION "B"
SCALE: 1/4" = 1'-0"
BRICK VENEER "TV" TWO CAR GARAGE SIDE ENTRY "SCC"

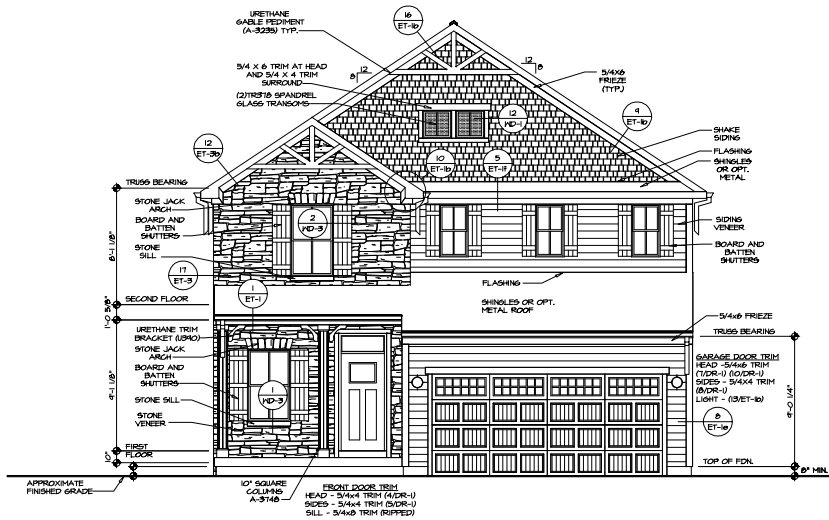
REVISIONS		DATE	BY

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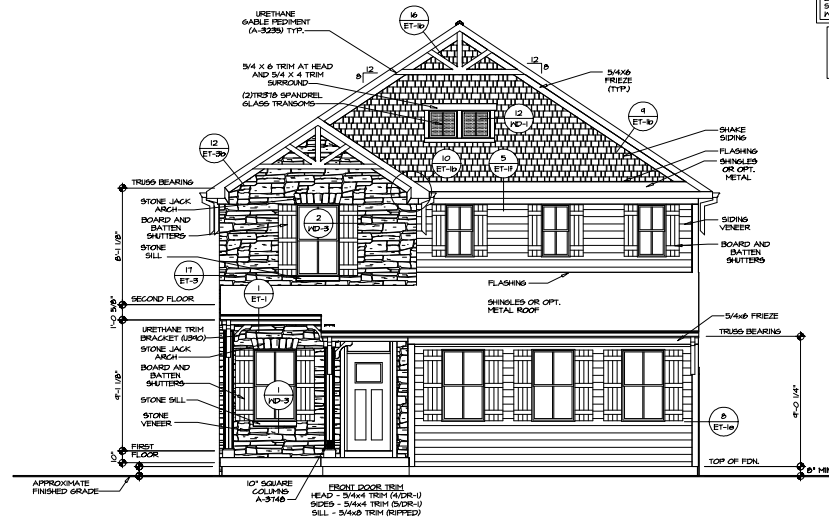
SET NO. AL000 DATE: 10/1/2010 RELEASE: 10/1/2010 DRAWN BY: KCH CHECKED BY: JTB DATE: 10/1/2010 DATE: 10/1/2010 DATE: 10/1/2010	PROJECT: ALLEGHENY DRAWING TITLE: FRONT ELEVATION OPTIONAL DESCRIPTION: ELEVATION "B" SHEET NO.: 6
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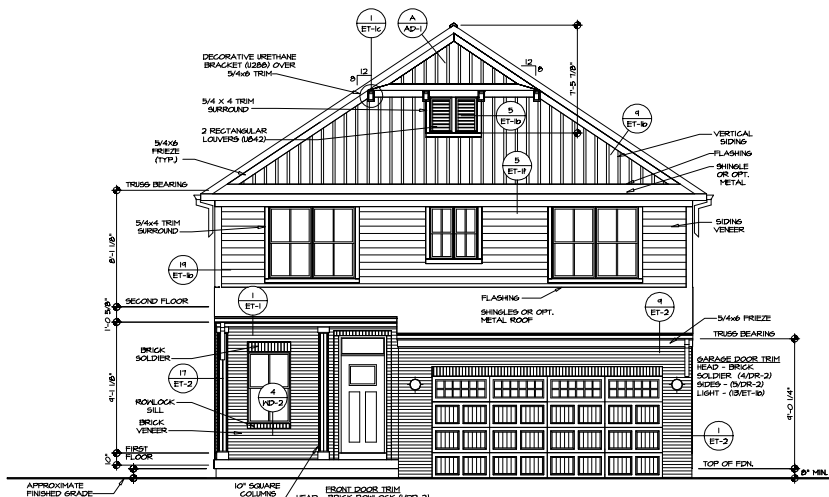
LI NO.	A-1
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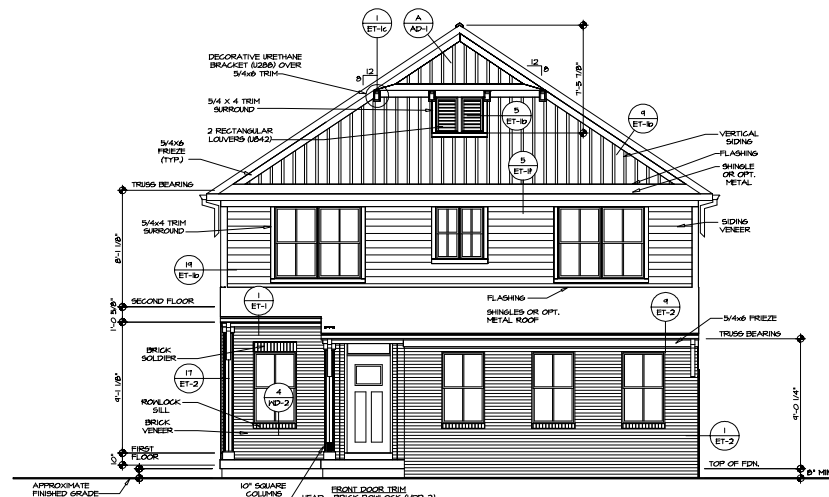
FRONT ELEVATION "K"
SCALE: 1/4" = 1'-0"
ELEVATION "K" TEL
TWO CAR GARAGE FRONT ENTRY "SCB"



FRONT ELEVATION "K"
SCALE: 1/4" = 1'-0"
ELEVATION "K" TEL
PORCH EXTENSION TYP
TWO CAR GARAGE SIDE ENTRY "SCC"



FRONT ELEVATION "L"
SCALE: 1/4" = 1'-0"
ELEVATION "L" TEL
TWO CAR GARAGE FRONT ENTRY "SCB"



FRONT ELEVATION "L"
SCALE: 1/4" = 1'-0"
ELEVATION "L" TEL
PORCH EXTENSION TYP
TWO CAR GARAGE SIDE ENTRY "SCC"

NOTE:
SKILLIES IN GLAZING OF ALL
EXTERIOR DOORS AND
SIDELIGHTS TO BE OMITTED
WITH BRONZE WINDOWS

NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

REVISIONS		DATE	BY	APP
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NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER.

PROJECT NO.	MODEL
A-2	ALLEGHENY
	DRAWING TITLE
	RIGHT SIDE ELEVATION
	OPTION DESCRIPTION



A-26 SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA



SCALE: 1/8" = 1'-0"

ELEVATION "A" ELA
BRICK VENEER TD/A



PARTIAL

COVERED PORCH "EPE"



4 LEFT SIDE ELEVATION

ELEVATION "B" ELE



PARTIAL LEFT SIDE ELEVATION

ELEVATION "B" "ELB"



LEFT SIDE ELEVATION

ELEVATION "M" TO "K"



① LEFT SIDE ELEVATION

ELEVATION 'G' TL



LEFT SIDE ELEVATION

EDUCATION: M.S. TULSA



LEFT SIDE ELEVATION

EDUCATIONAL SKILL AREA



12 LEFT SIDE ELEVATION

ELEVATION 'C' TEL



LEFT SIDE ELEVATION

ELEVATION IN FEET

CA\NVR\Extrac\ALLECHENY_ALGOO_01_1055\A\Sheet1\Master Box\Elevation\A-2b_ELV_1377.dwg 02/05/25 - 7:26 am

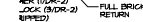


NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER.

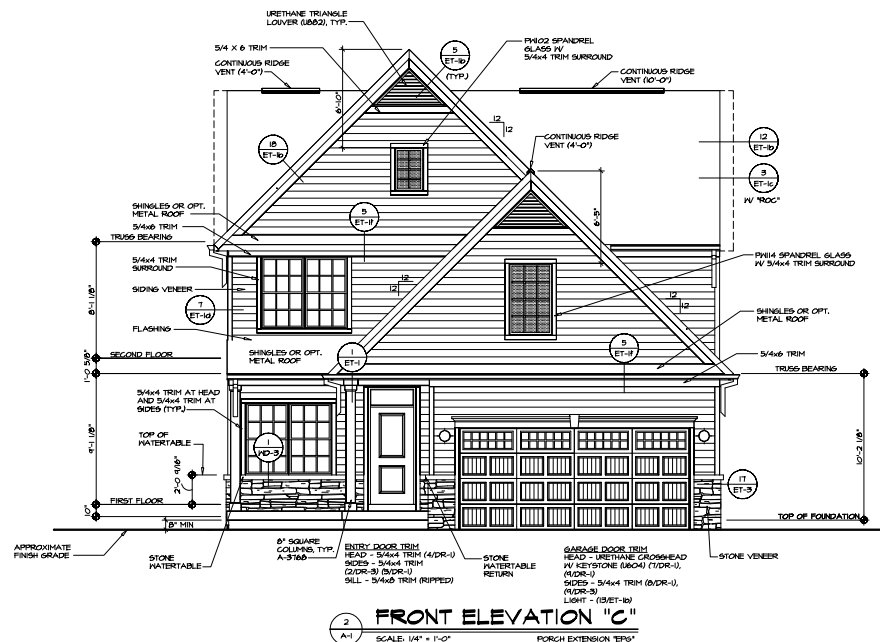
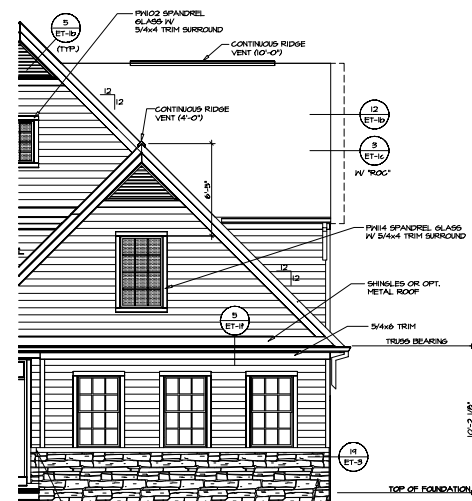
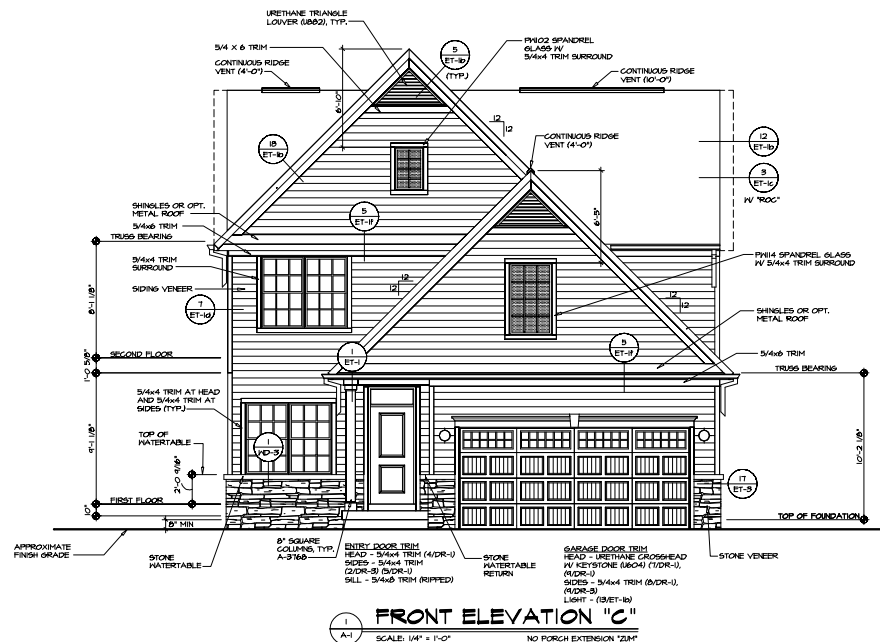
C:\NVR\Software\ALLECHENY_ALCOO_01_10536\Sheet\A-Monitor Ser\Eleven\Eleven\A-Za ELY Reading 02/05/25 - 7:26 am



SHEET NO.	MODEL	OPTION DESCRIPTION
A-1	BALLENGER DRAWING TITLE FRONT ELEVATIONS	ELEVATION "A"

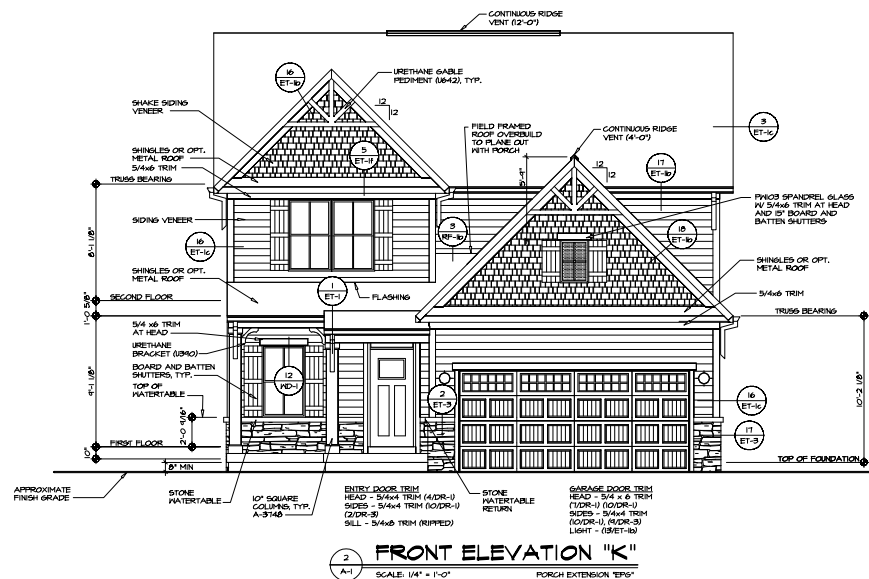
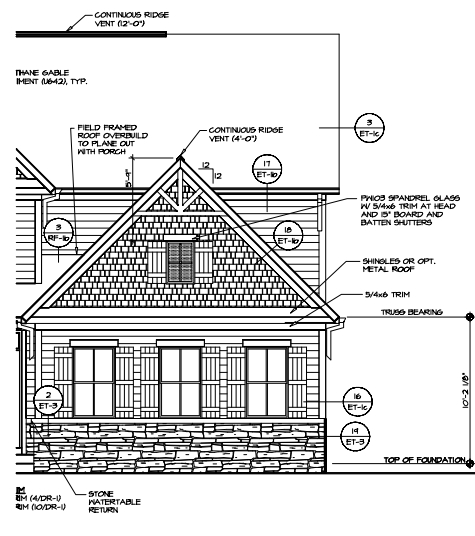
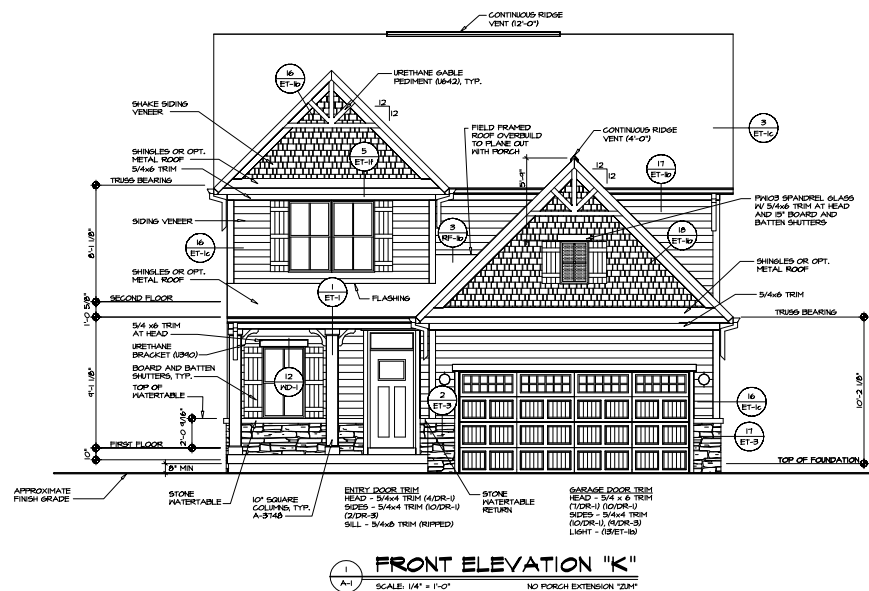


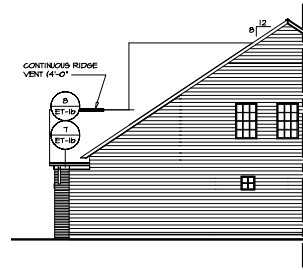
333



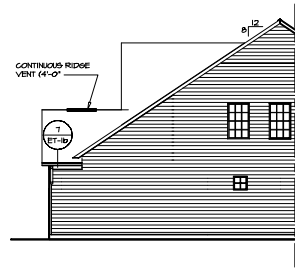
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

[illegible]

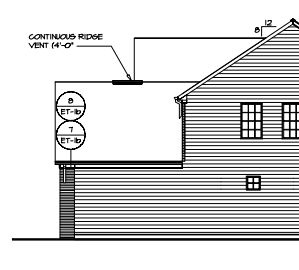




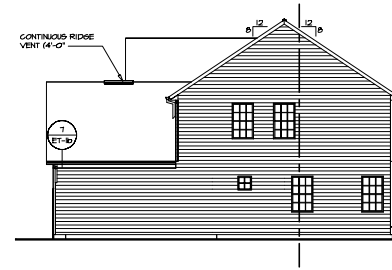
3 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "B" "ELB"
BRICK VENEER "EVA"



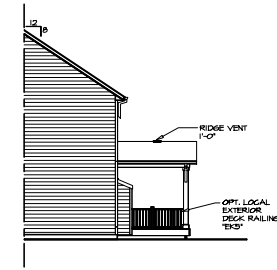
4 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "B" "ELB"
SIDING VENEER "EVA"



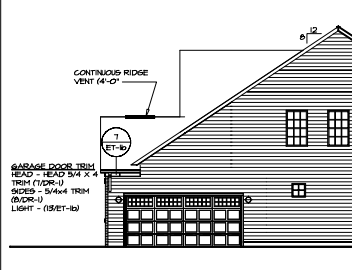
5 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "A" "ELA"
BRICK VENEER "EVA"



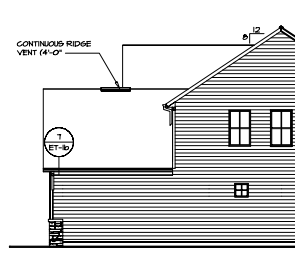
1 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "A" "ELA"
SIDING VENEER "EVA"
OPT. FINISH FAMILY ROOM "TYP"



2 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
GAS FIREPLACE FAMILY ROOM REAR "LDP"
COVERED PORCH "TYP"



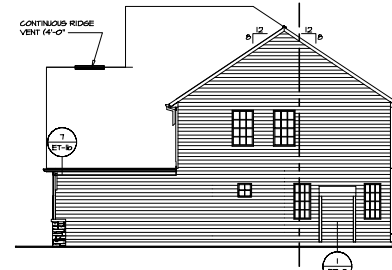
5 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "B" "ELB"
BRICK VENEER "EVA"
TWO CAR SIDE ENTRY GARAGE "SCG"



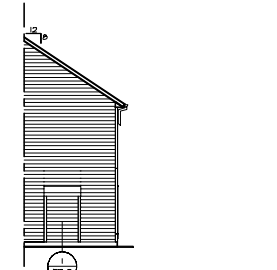
6 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "C" "ELC"



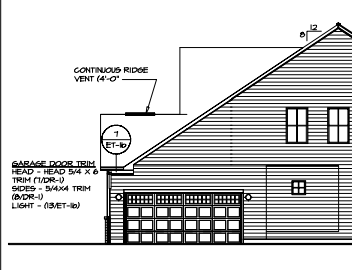
7 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "L" "ELL"



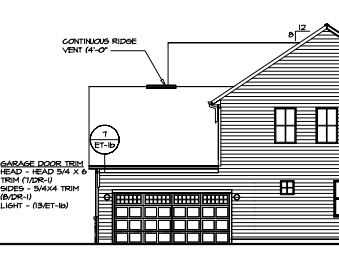
6 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "C" "ELC"
GAS FIREPLACE FAMILY ROOM SIDE "LDP"
W/ OPT. WIDEON FAMILY ROOM "TYP"



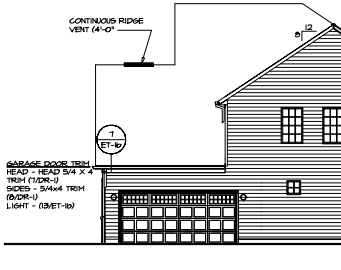
14 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
GAS FIREPLACE FAMILY ROOM SIDE "LDP"



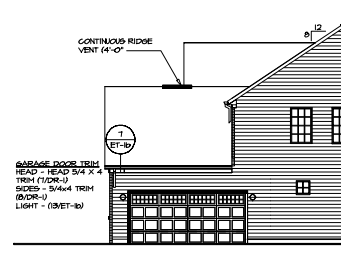
15 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "L" "ELL"
TWO CAR SIDE ENTRY GARAGE "SCG"



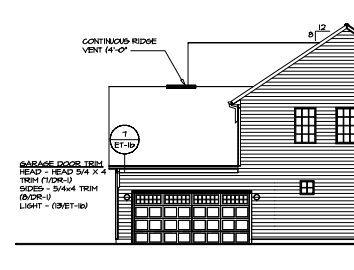
12 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "C" "ELC"
TWO CAR SIDE ENTRY GARAGE "SCG"



11 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "C" "ELC"
TWO CAR SIDE ENTRY GARAGE "SCG"



10 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
BRICK VENEER "EVA"
TWO CAR SIDE ENTRY GARAGE "SCG"
SHOWN W/ ELEVATION "A" "ELA"



9 PARTIAL RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
SIDING VENEER "EVA"
TWO CAR SIDE ENTRY GARAGE "SCG"
SHOWN W/ ELEVATION "A" "ELA"

REMARKS

REV. NO. DATE

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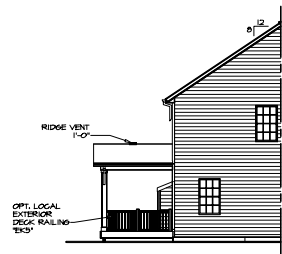
NVR
NVR, Inc.
1000 N. 10th St.
Farmingdale, NY 11735

SET NO. RELEASE NO. DATE BY PLOT

BAILENGER
DRAWING TITLE
RIGHT ELEVATION
OPTION DESCRIPTION

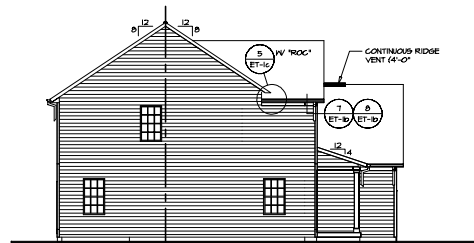
SHEET NO. A-2

12



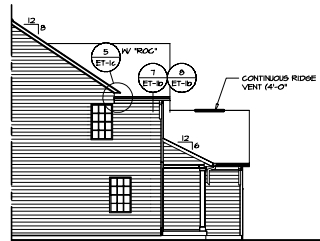
3 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

GAS FIREPLACE FAMILY
ROOM REAR "LG"
COVERED PORCH "SP"



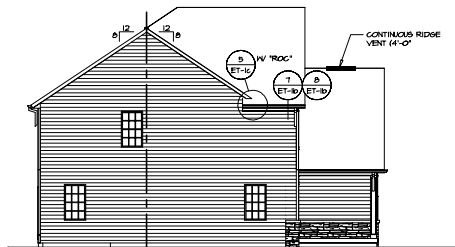
1 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
SIDING VENEER "EV"



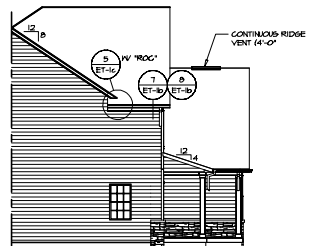
5 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "B" "ELB"
SIDING VENEER "EV"



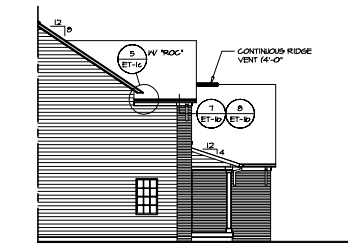
6 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "C" "ELC"
NO PORCH EXTENSION "SP"



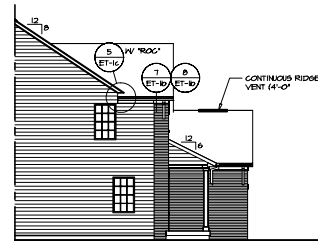
9 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "C" "ELC"
PORCH EXTENSION "SP"



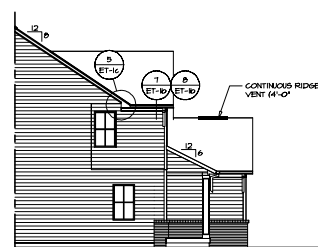
2 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
BRICK VENEER "EVA"



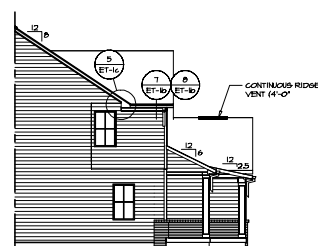
4 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "B" "ELB"
BRICK VENEER "EVA"



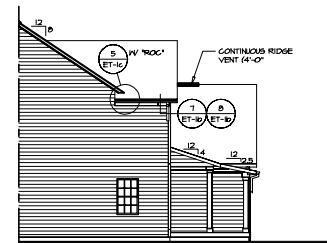
7 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "C" "ELC"
NO PORCH EXTENSION "SP"



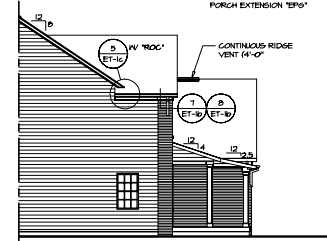
10 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "C" "ELC"
PORCH EXTENSION "SP"



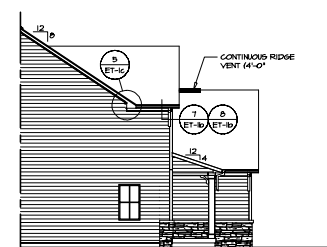
12 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
SIDING VENEER "EV"
PORCH EXTENSION "SP"



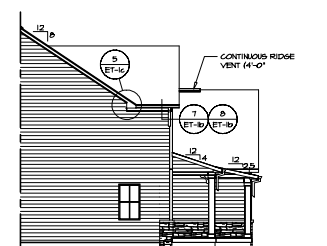
13 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
BRICK VENEER "EVA"
PORCH EXTENSION "SP"



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

ELEVATION "C" "ELC"
NO PORCH EXTENSION "SP"



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

ELEVATION "C" "ELC"
PORCH EXTENSION "SP"

REMARKS

REV. NO. DATE

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SET NO. 000000
DRAWING NO. 000000
DATE 07/12/17
OPTION

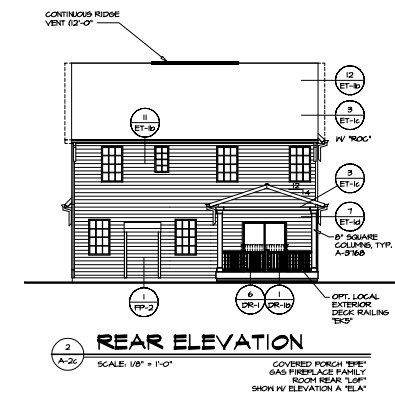
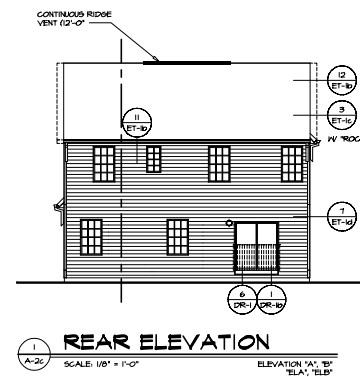
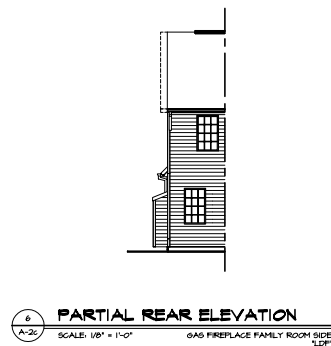
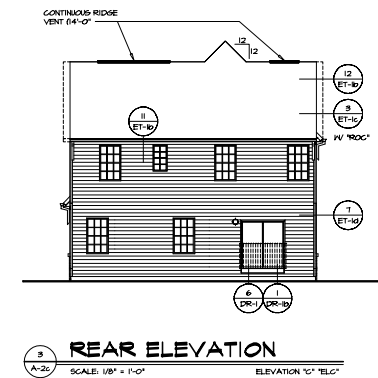
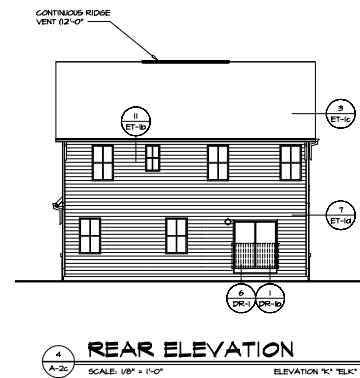
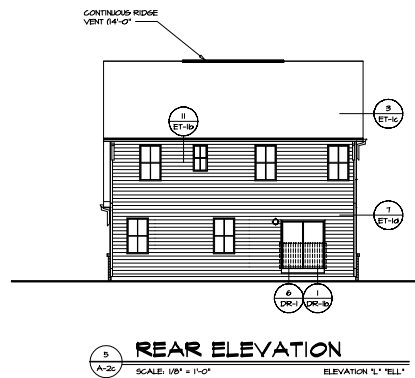
DESIGNER

DRAWING TITLE

LEFT ELEVATION

OPTION DESCRIPTION

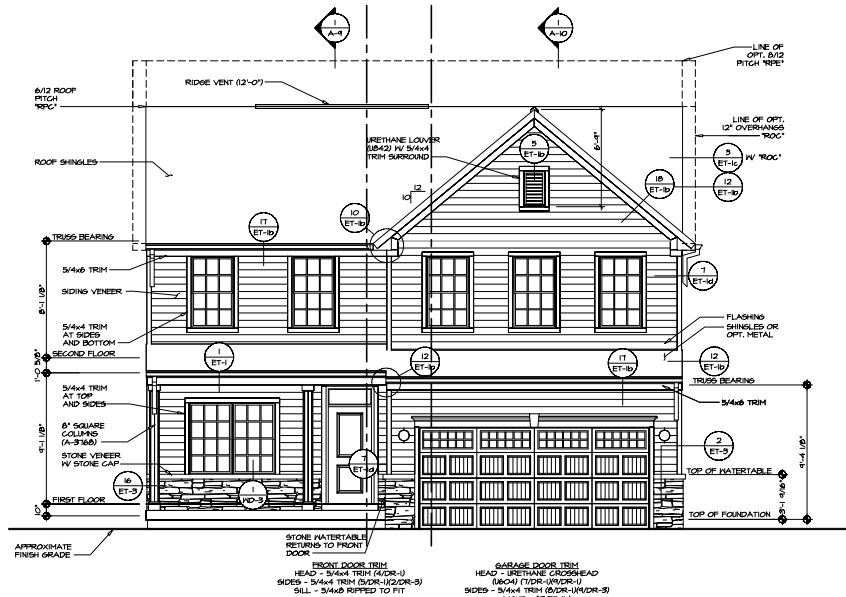
13



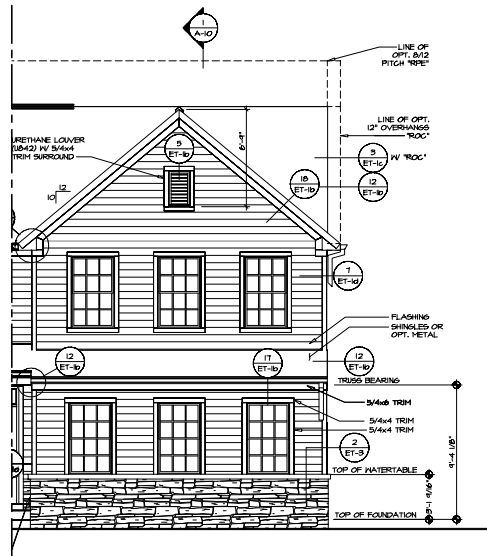
SHEET NO.	MODEL	107 100 0000	 NVR, Inc. 100 Pasadena, MD 21126	NVR, Inc. requests that the information contained on this drawing be used only for the project for which it was prepared. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of NVR, Inc.	REV. NO.	DATE	REMARKS
	A-2c	DRAWING TITLE REAR ELEVATION					
14							



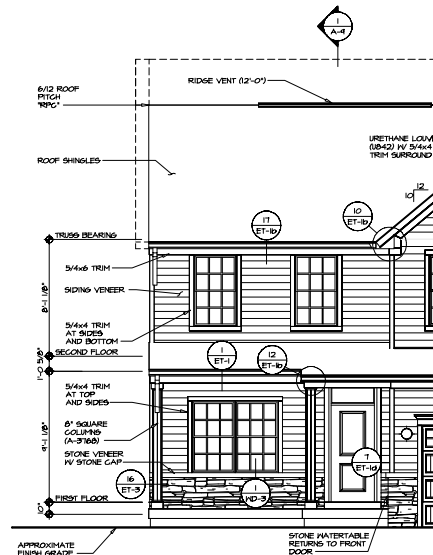
NAME	ADDRESS	CITY	STATE	ZIP	DATE
JOHN DOE	12345 MAIN ST	ANYTOWN	CA	90210	08/15/98
JANE SMITH	67890 ELM AVE	SPRINGFIELD	IL	62701	08/16/98
BOB BROWN	54321 PINE DR	CHICAGO	IL	60601	08/17/98
ALICE WHITE	98765 OAK BLVD	NEW YORK	NY	10001	08/18/98
CHARLIE GREEN	24680 MAPLE LN	LOS ANGELES	CA	90001	08/19/98
DAVID BLACK	13579 CYPRESS ST	HOUSTON	TX	77001	08/20/98
EMILY ROSS	87654 BIRCH AVE	PHOENIX	AZ	85001	08/21/98
FRED KING	32109 SAGE DR	PORTLAND	OR	97201	08/22/98
GRACE HILL	45678 CEDAR ST	SEATTLE	WA	98101	08/23/98
HELEN WATSON	90123 PINE AVE	MINNEAPOLIS	MN	55401	08/24/98
IRVING DAVIS	21098 OAK DR	KANSAS CITY	MO	64101	08/25/98
JACK FORD	76543 BIRCH BLVD	ST. LOUIS	MO	63101	08/26/98
JILL HARRIS	31098 SAGE ST	INDIANAPOLIS	IN	46201	08/27/98
JOHN LEE	85432 CEDAR AVE	COLUMBIA	SC	29201	08/28/98
JANE MORGAN	40123 PINE DR	MEMPHIS	TN	38101	08/29/98
JOE NELSON	95678 OAK ST	ATLANTA	GA	30301	08/30/98
JUDY PETERSON	50123 BIRCH AVE	DALLAS	TX	75201	08/31/98
KEN RICHARDS	15678 SAGE DR	HOUSTON	TX	77001	09/01/98
LUCAS SMITH	60123 CEDAR ST	PHOENIX	AZ	85001	09/02/98
MARY TAYLOR	25678 PINE AVE	SEATTLE	WA	98101	09/03/98
MIKE WILSON	70123 OAK DR	MINNEAPOLIS	MN	55401	09/04/98
NANCY YOUNG	35678 BIRCH BLVD	KANSAS CITY	MO	64101	09/05/98
OSCAR ZIMMERMAN	80123 SAGE ST	INDIANAPOLIS	IN	46201	09/06/98
PATRICIA ADAMS	45678 CEDAR AVE	COLUMBIA	SC	29201	09/07/98
ROBERT BAKER	90123 PINE DR	MEMPHIS	TN	38101	09/08/98
SARAH CAMPBELL	55678 OAK ST	ATLANTA	GA	30301	09/09/98
STEVEN COOPER	10123 BIRCH AVE	DALLAS	TX	75201	09/10/98
SUE EVANS	65678 SAGE DR	HOUSTON	TX	77001	09/11/98
TOM FLETCHER	20123 CEDAR ST	PHOENIX	AZ	85001	09/12/98
TRACY GARCIA	75678 PINE AVE	SEATTLE	WA	98101	09/13/98
WILLIAM HARRIS	30123 OAK DR	MINNEAPOLIS	MN	55401	09/14/98
XENIA IYER	85678 BIRCH BLVD	KANSAS CITY	MO	64101	09/15/98
YOUNG JONES	40123 SAGE ST	INDIANAPOLIS	IN	46201	09/16/98
ZACHARY KING	95678 CEDAR AVE	COLUMBIA	SC	29201	09/17/98



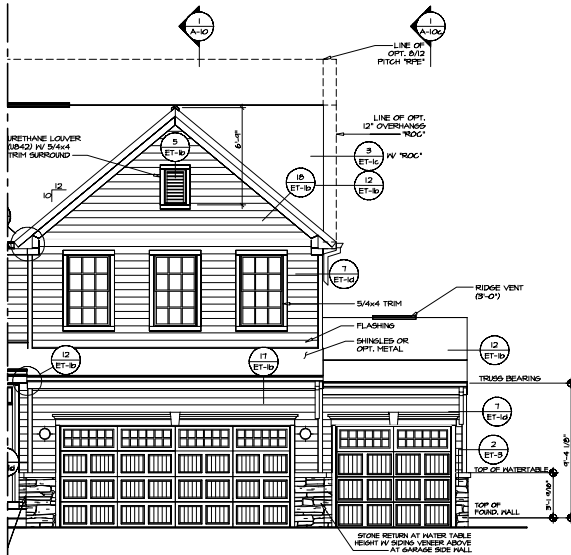
1 FRONT ELEVATION 11C
SCALE: 1/4" = 1'-0"



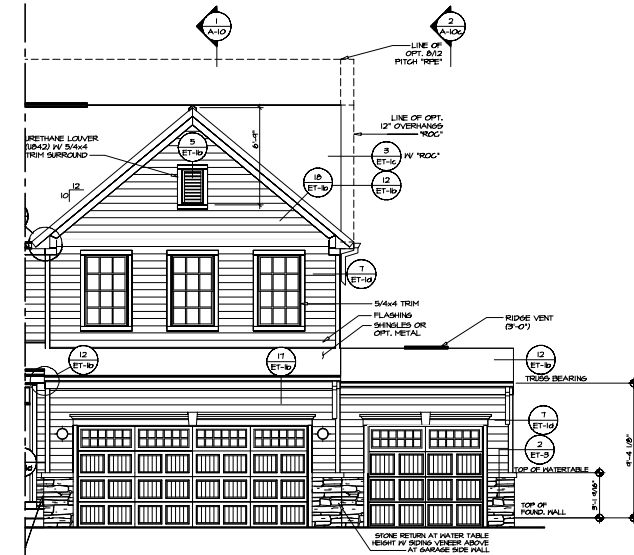
2 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 2-CAR GARAGE SIDE ENTRY 11CG



4 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. PORCH EXTENSION 11PB



5 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 3-CAR FRONT ENTRY GARAGE 11CI



3 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 3-CAR FRONT ENTRY GARAGE 11CP

NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER.

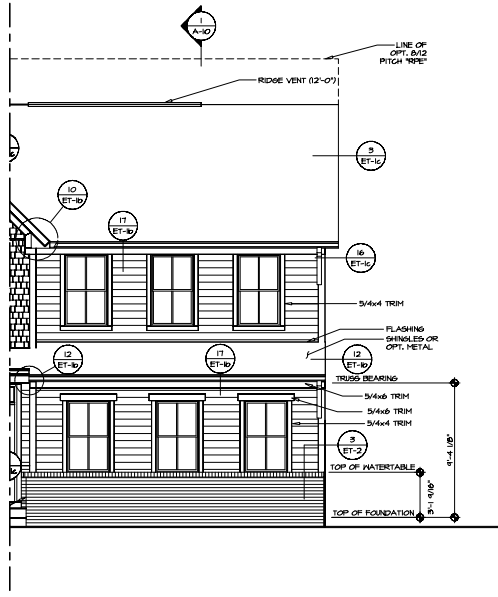
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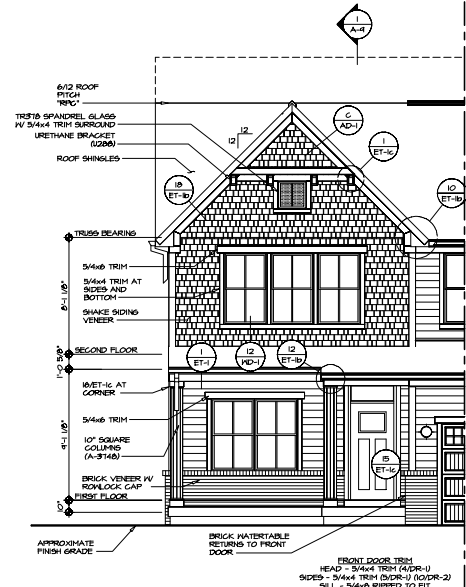
SHEET NO.
A-1



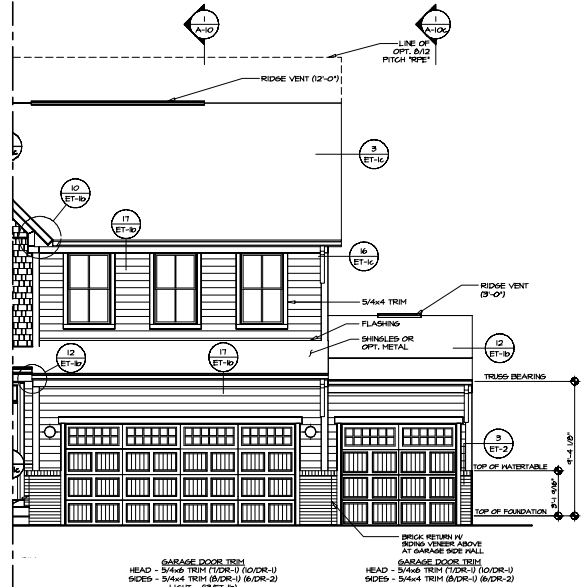
1 FRONT ELEVATION "L"
SCALE: 1/4" = 1'-0"



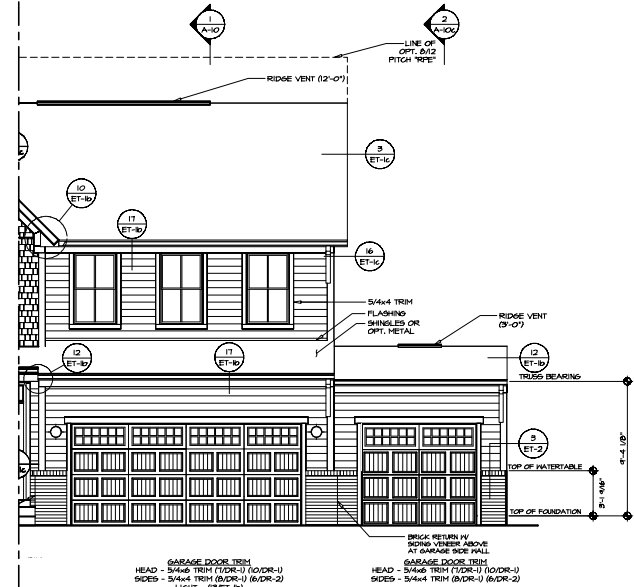
2 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 2-CAR GARAGE SIDE ENTRY "SCG"



4 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. PORCH EXTENSION "EPG"



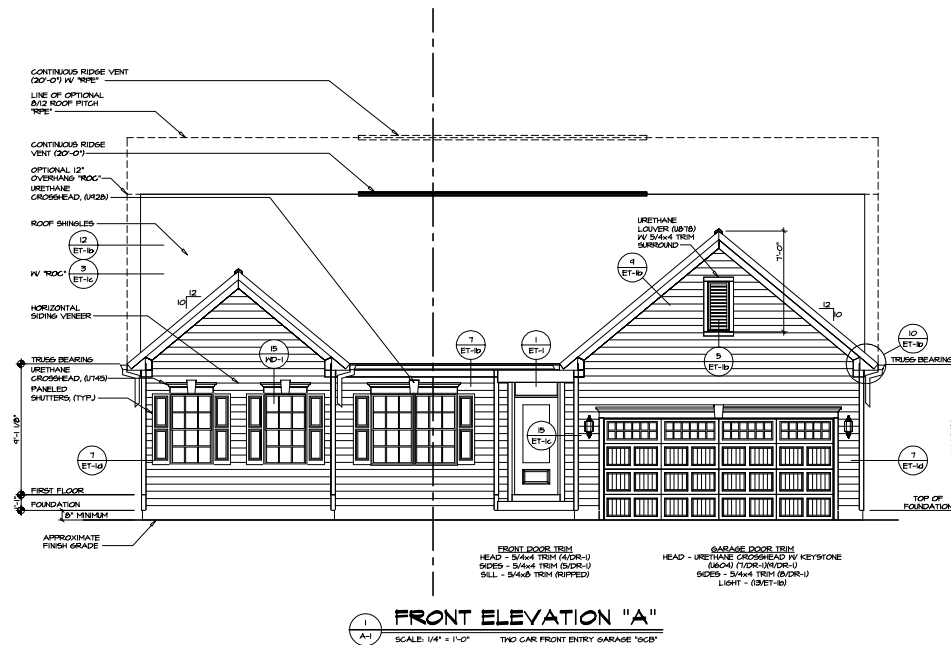
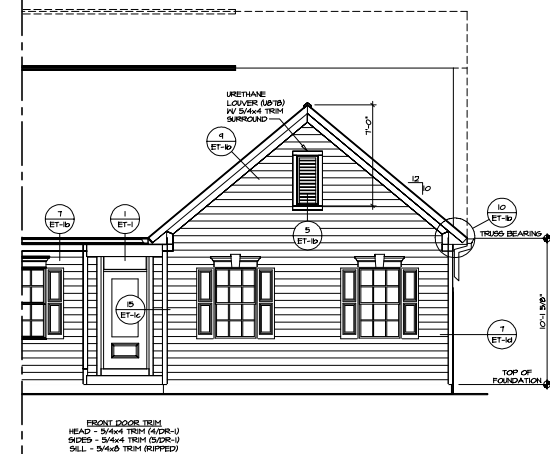
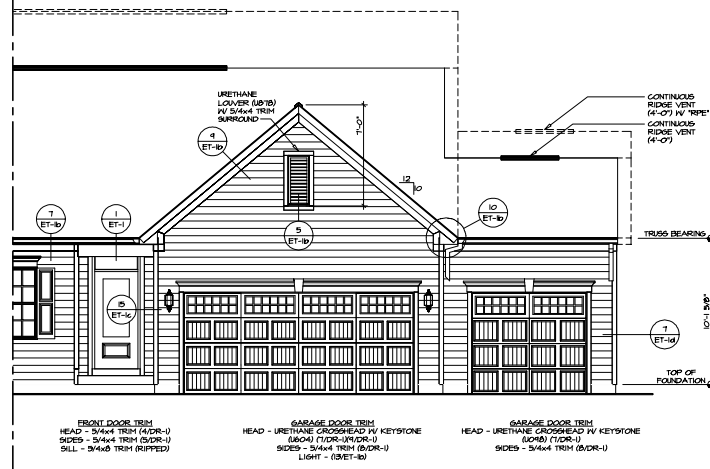
5 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 3-CARPORT ENTRY GARAGE "SC1"



9 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0" OPT. 3-CARPORT ENTRY GARAGE "SCF"

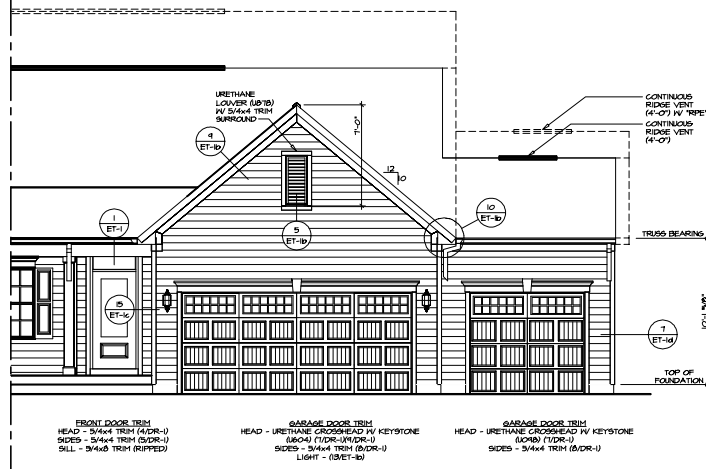
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER.

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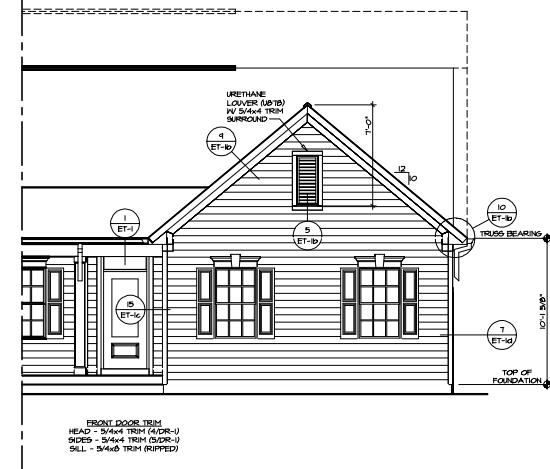


NOTE:
GRILLES IN GLAZING OF ALL
EXTERIOR DOORS AND
SIDELIGHTS TO BE OMITTED
WITH BRONZE WINDOWS

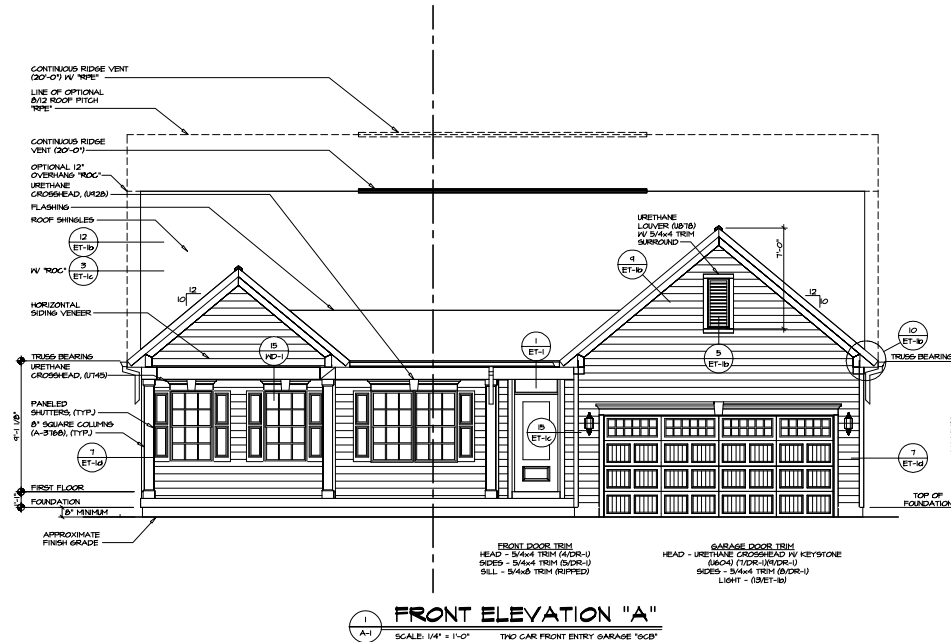
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A-1	RETURN TO FRONT ELEVATION DRAWN BY SGA DATE: 9/13/79	RETURN TO FRONT ELEVATION DRAWN BY SGA DATE: 9/13/79	 NVR, Inc. 3388 FARMINGTON, CT 06031	1. NVR, Inc., Farmington, Conn., is a company that has been established to provide a service to the public. It is a company that has been established to provide a service to the public. It is a company that has been established to provide a service to the public.	
5	OPTION DESCRIPTION SUDING VENEER FRONT	OPTION DESCRIPTION SUDING VENEER FRONT			



1 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0"
THREE CAR FRONT ENTRY GARAGE "SCF"



2 PARTIAL FRONT ELEVATION
SCALE: 1/4" = 1'-0"
TWO CAR SIDE ENTRY GARAGE "SCC"



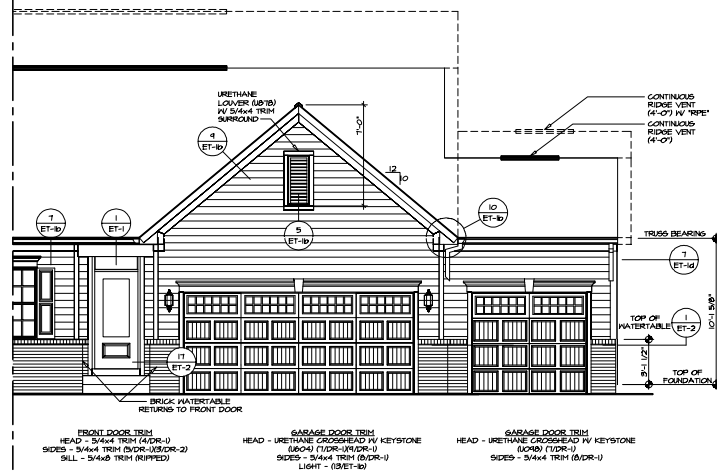
1 FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0"
TWO CAR FRONT ENTRY GARAGE "SCB"

SHEET NO.	DATE	REVISIONS
A-1		
6		

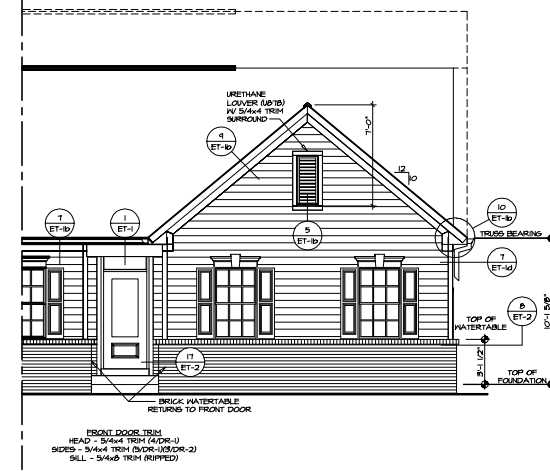
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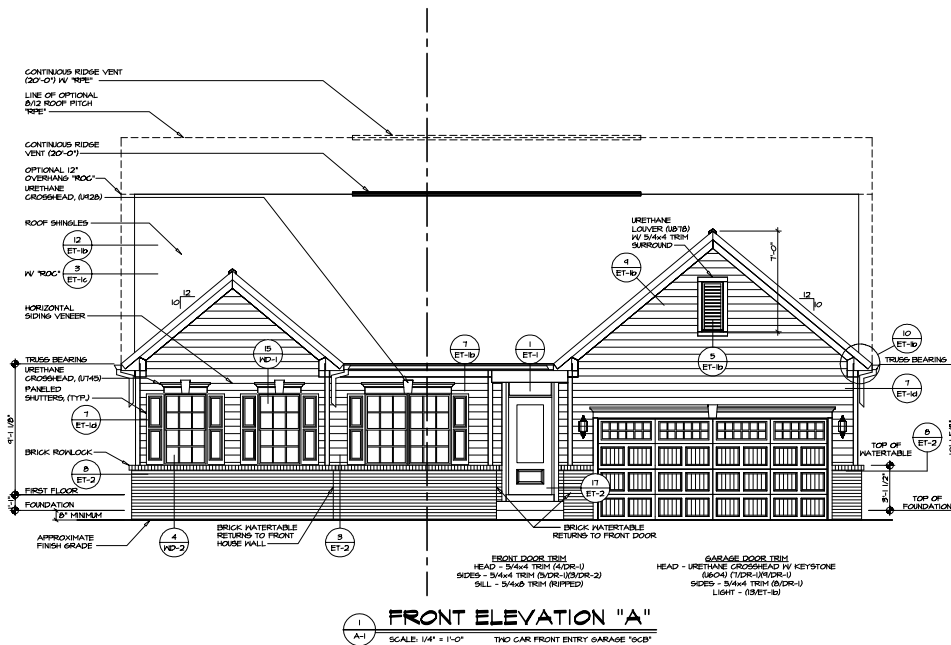
04000	04/15/16	04000	04/15/16
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04000	04/15/16	04000	04/15/16
04000	04/15/16	04000	04/15/16



3 PARTIAL FRONT ELEVATION
SCALE: 1/4\" = 1'-0\"
THREE CAR FRONT ENTRY GARAGE \"SCB\"



2 PARTIAL FRONT ELEVATION
SCALE: 1/4\" = 1'-0\"
TWO CAR SIDE ENTRY GARAGE \"SCC\"



1 FRONT ELEVATION \"A\"
SCALE: 1/4\" = 1'-0\"
TWO CAR FRONT ENTRY GARAGE \"SCB\"

NOTES:
1. All dimensions are in feet and inches.
2. All materials are to be installed in accordance with the manufacturer's instructions.
3. All materials are to be installed in accordance with the manufacturer's instructions.

NVR
NVR, Inc.
1000
Frederick, MD 21703

SET NO. 04000
DRAWING TITLE
FRONT ELEVATION
DRAWN BY: SGA
CHECKED BY: SGA
DATE: 5/15/16
ELEVATION \"A\"
PARTIAL BRICK VENER FRONT

REVISIONS
NO. DATE DESCRIPTION
1 5/15/16

REVISIONS
NO. DATE DESCRIPTION
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REVISIONS
NO. DATE DESCRIPTION
1 5/15/16

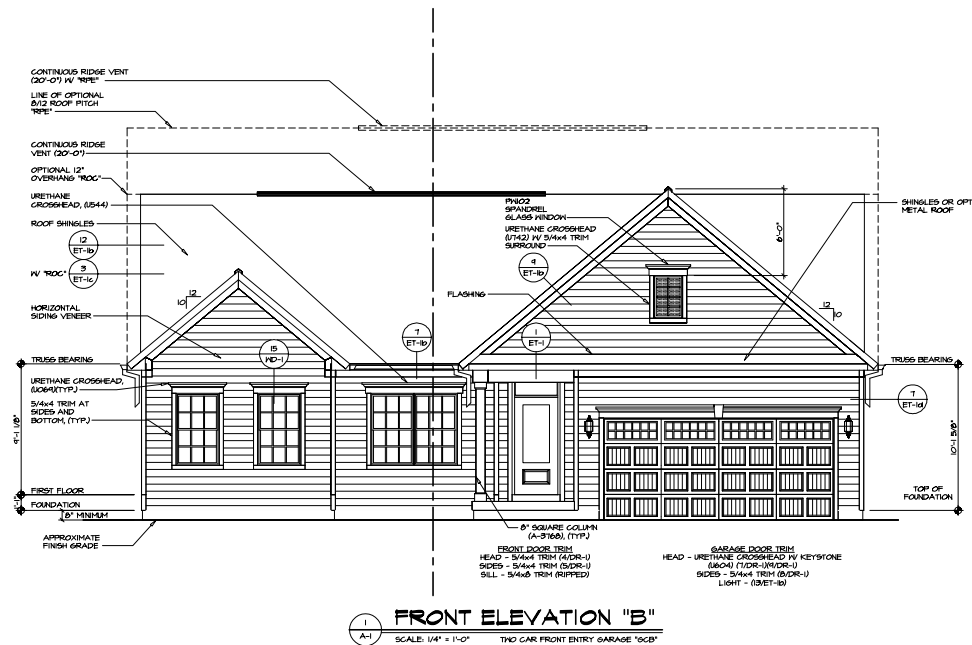
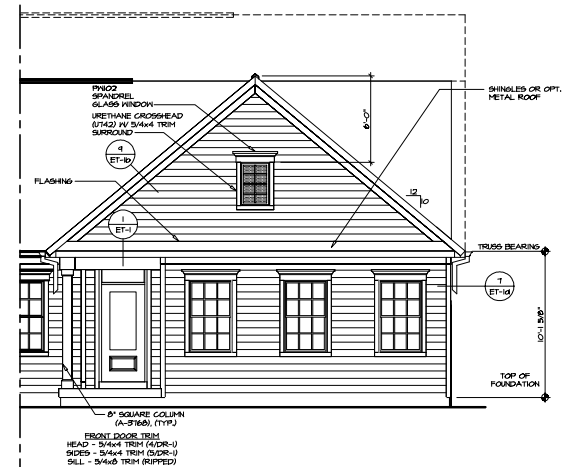
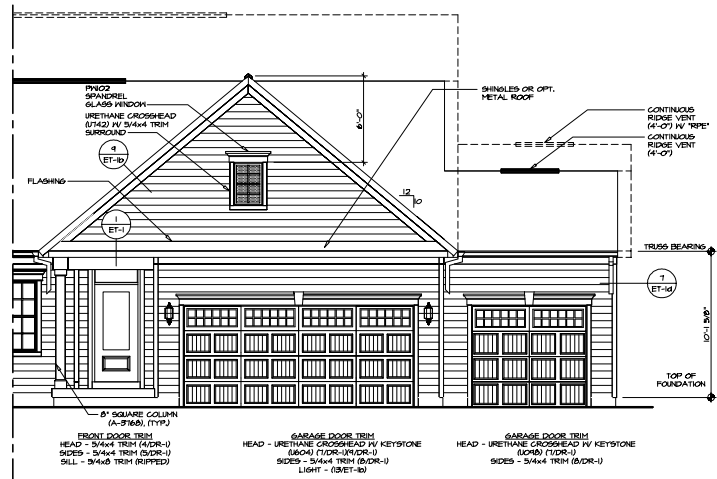
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REVISIONS
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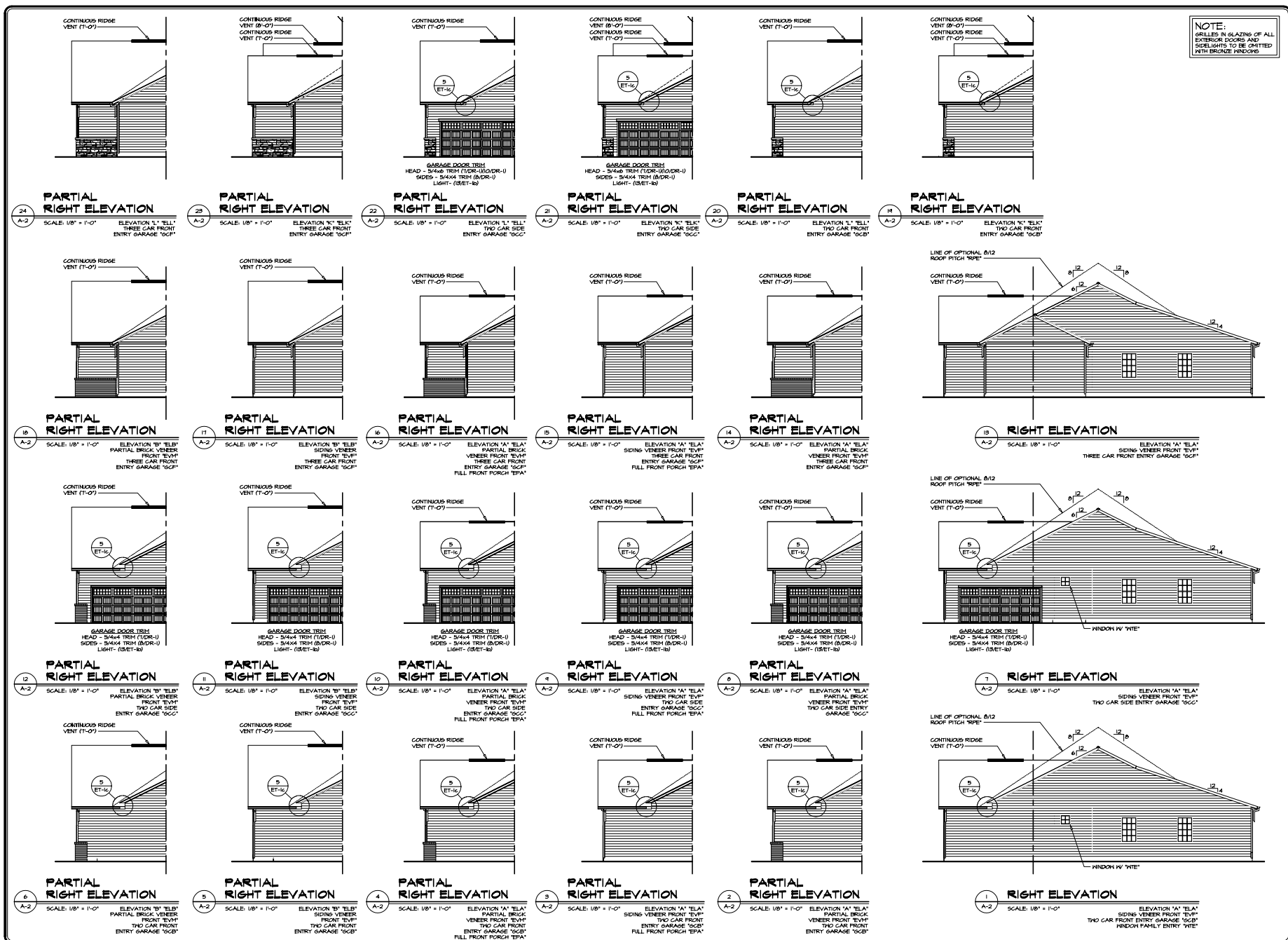
C:\NVR\Solvo\CUMBERLAND_CM800_01_10635\Rhonda\Master Set\Electronics\A-1 ELA BRICK PORCH_FRONT.dwg 02/12/25 - 7:46 am



SHEET NO.	MODEL	SET NO. C-4000	 NVR, Inc. 1335 Westside Drive, Suite 100 Fremont, CA 94538	NOTE: This equipment is intended to be installed and used in accordance with the instructions provided. It is not to be used for any other purpose. The user assumes all liability for any damage or injury resulting from the use of this equipment.	REV. NO.	DATE	REMARKS
	VERSION C	DATE 8/19/18					
A-1	PROJECT ELEVATION	DATE 8/19/18	OPTION	1335 Westside Drive, Suite 100 Fremont, CA 94538			
9	OPTION DESCRIPTION ELEVATION E.L.B SLOPS VERTICES FRONT	DATE 8/19/18	OPTION E.L.B SLOPS VERTICES FRONT				

[illegible]

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NOTE:
GRILLES IN GLAZING OF ALL
EXTERIOR DOORS AND
SIDELIGHTS TO BE OMITTED
WITH BRONZE WINDOWS

SHEET NO.	MOOD	SET NO. CHGOO	 NVR, Inc. 3385 Washington, MD 21103	100% Note This drawing represents information as of the date shown. It is not intended to be used for construction purposes and should not be used for any other purpose without the written consent of NVR, Inc.	REV. NO.	DATE	REMARKS
	DRAWING TITLE	VERSION O					
A-2b	LEFT ELEVATION	DRAWN BY SGA					
		01/17/10					
	OPTION DESCRIPTION						
14							



[illegible]

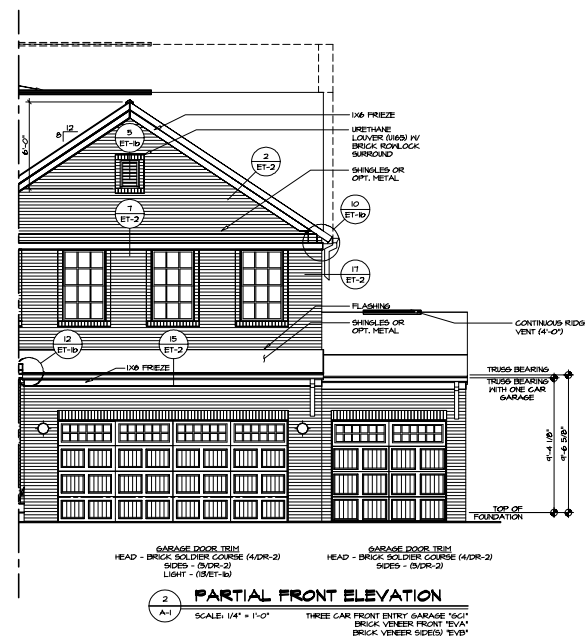
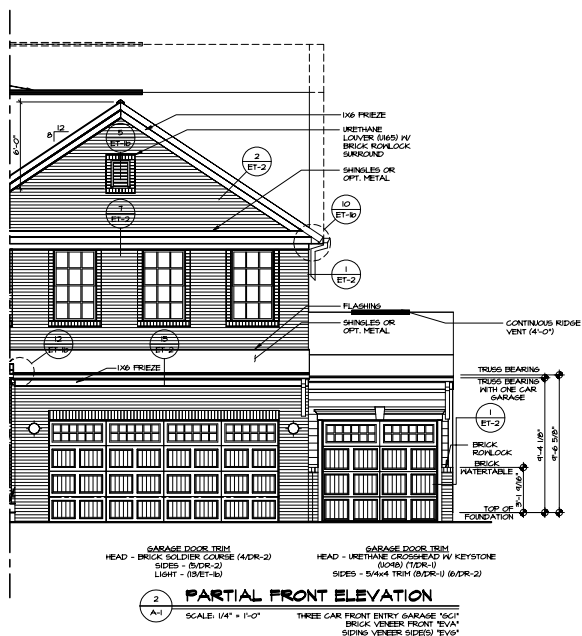
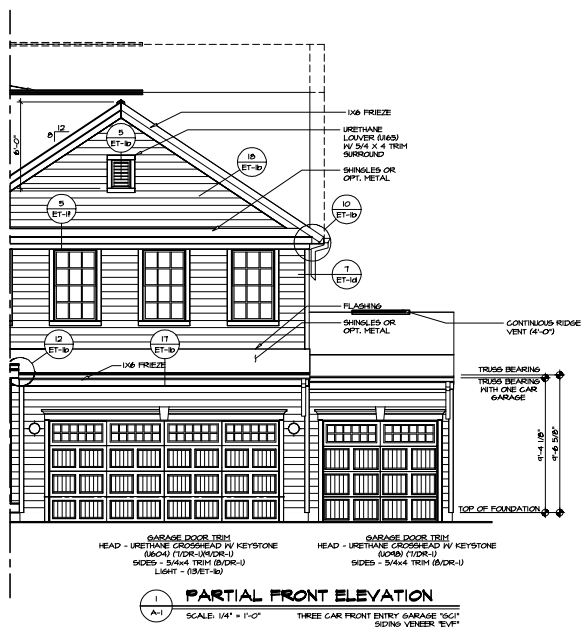


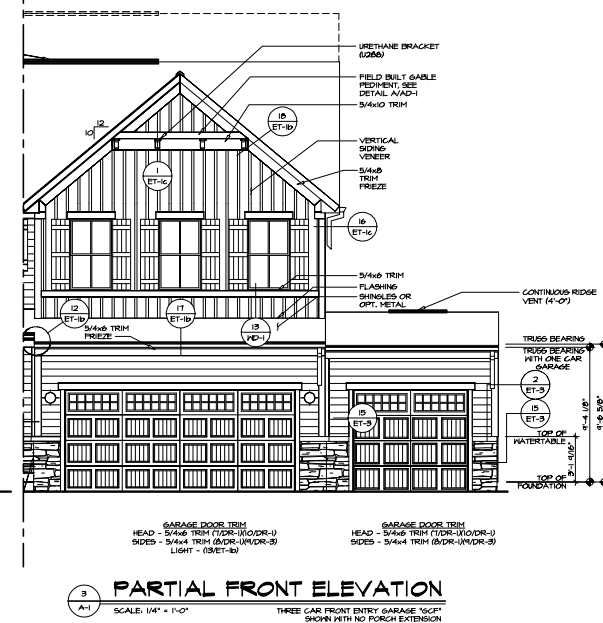
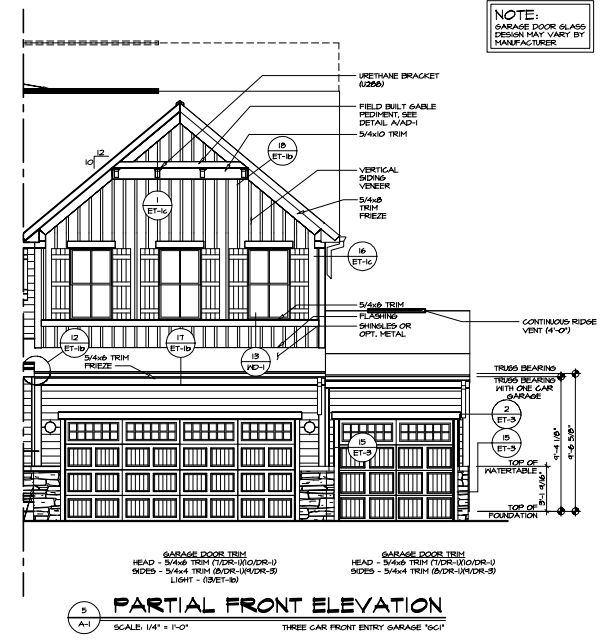
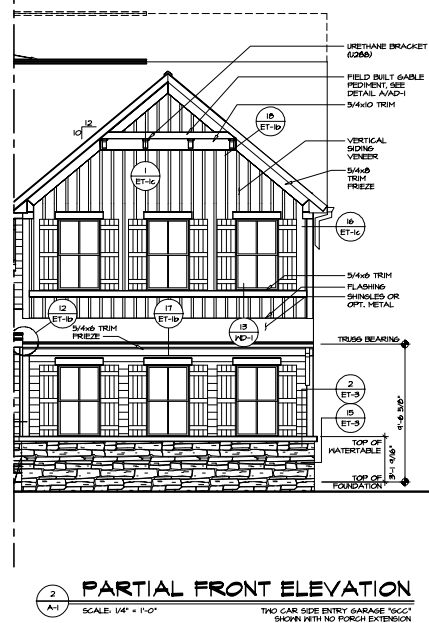
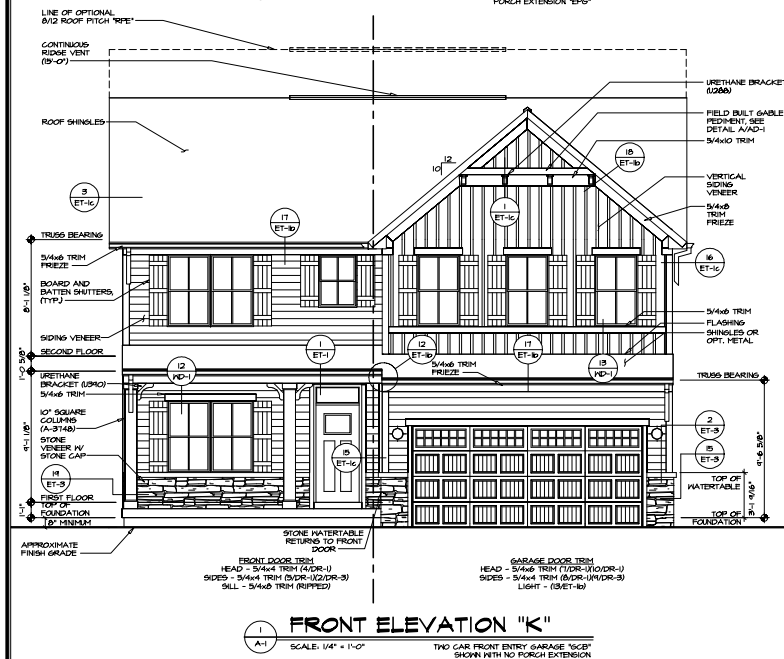
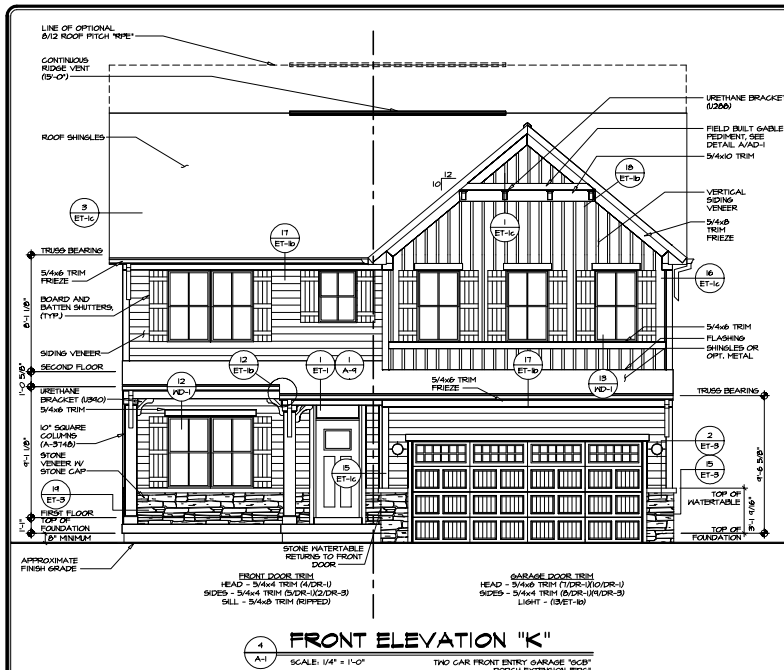
REVISIONS		DATE	BY	APP.
1	Initial			
2	Revised			
3	Revised			
4	Revised			
5	Revised			
6	Revised			
7	Revised			
8	Revised			
9	Revised			
10	Revised			

SET NO. 10000	DATE	07/25/17
RELEASE NO.		
DRAWN BY: SGA		
CHECKED BY: SGA		
DATE: 07/25/17		
PROJECT: 100		
ELEVATION: "B"		

SHEET NO.	10
PROJECT: 100	
DRAWING TITLE	
DATE: 07/25/17	
PROJECT: 100	
ELEVATION: "B"	

SHEET NO.	MODEL	SET NO. 140000	NVR NVR, Inc. 5338 Pacifica Blvd #1100 Pacifica, CA 94026	NVR, Inc. NVR, Inc. requests approval to transfer and then property rights to the NVR, Inc. and its affiliates, subsidiaries, agents, or licensees. All rights reserved. No warranty is made, and no liability is assumed by NVR, Inc. in connection with the transfer of rights to the NVR, Inc.	REV. NO.	DATE	REMARKS
	A-1	WESCAM OR FRONT ELEVATION					
	OPTION DISCUSSION	OPTION					
	THREE CAR FRONT ENTRY GARAGE	GC					





NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

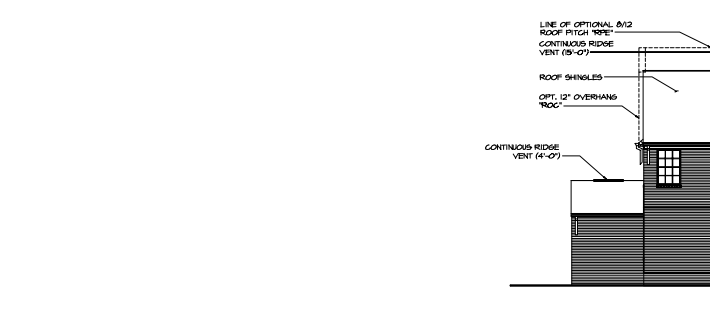
REVISIONS		REMARKS
REV.	NO.	DATE
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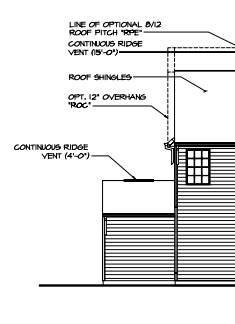
A-2	HUDSON	OPTION	THREE CAR FRONT ENTRY GARAGE	16
	DRAWING TITLE RIGHT ELEVATION DRAWN BY: VON DATE: 04/26/22	NVR 100 3205 Washington, MD 21103	SET NO.: 40000 RELEASE NO.: ---- DATE: 04/26/22	
SHEET NO.: DATE:		REMARKS:		



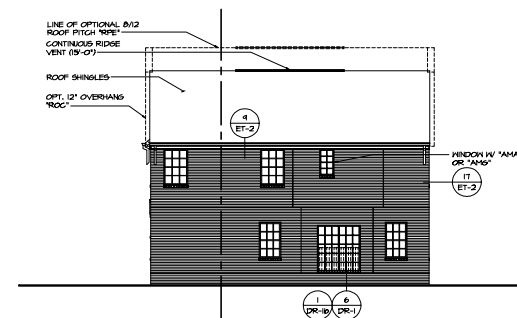
C:\NVR\Bovine_HUPSON_HUD00_01_10-10-10_Sample_Monitor_Sel\Emissions\A-2b_EIV_U37.dwg 02/05/25 - 8:13 am



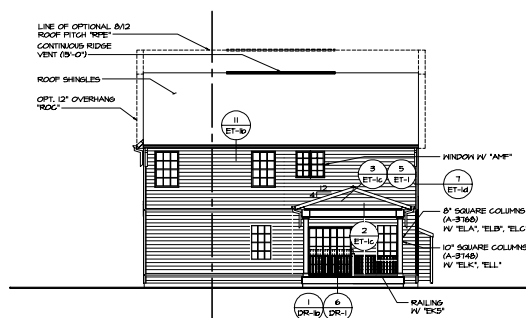
6 REAR ELEVATION
SCALE: 1/8" = 1'-0"
OPT. BRICK VENEER REAR "EVK"
OPT. THREE CAR FRONT ENTRY GARAGE "GCP"



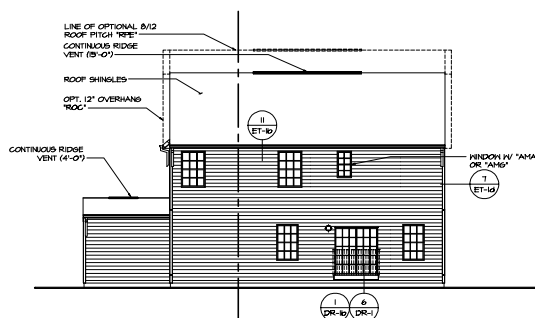
5 REAR ELEVATION
SCALE: 1/8" = 1'-0"
OPT. THREE CAR FRONT ENTRY GARAGE "GCP"



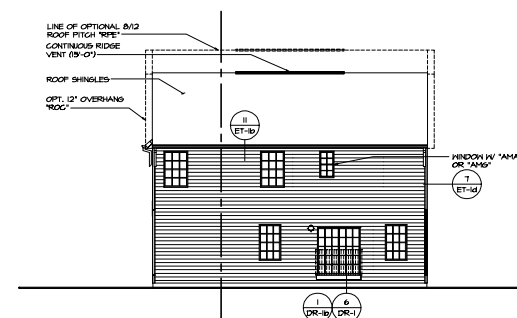
4 REAR ELEVATION
SCALE: 1/8" = 1'-0"
SHOWN IV SLIDING GLASS DOOR DINETTE "DST"
SHOWN IV OWNER'S BATHROOM SHOWER "AMA"
OR OWNER'S BATH IV ROMAN SHOWER IV SEAT "AMS"
OPT. BRICK VENEER REAR "EVK"



3 REAR ELEVATION
SCALE: 1/8" = 1'-0"
SHOWN IV DOUBLE PATIO DOOR DINETTE "DPT"
REAR COVERED PORCH "RCP"
GAS FIREPLACE FAMILY ROOM SIDE "LSP"
OWNER'S BATH IV TUB AND SHOWER "AMT"

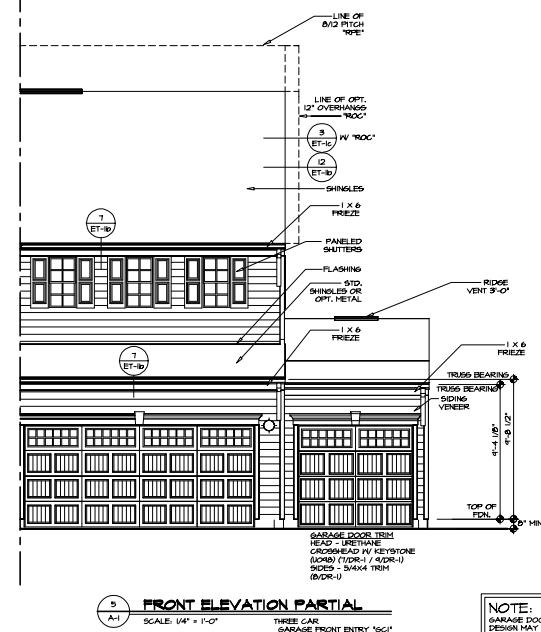
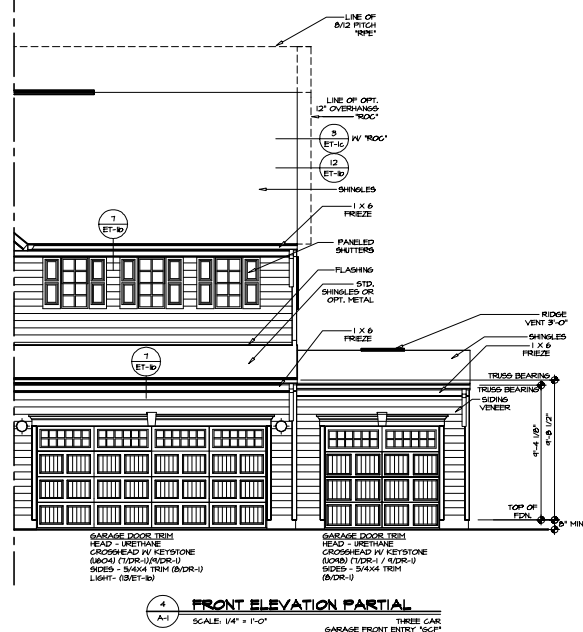
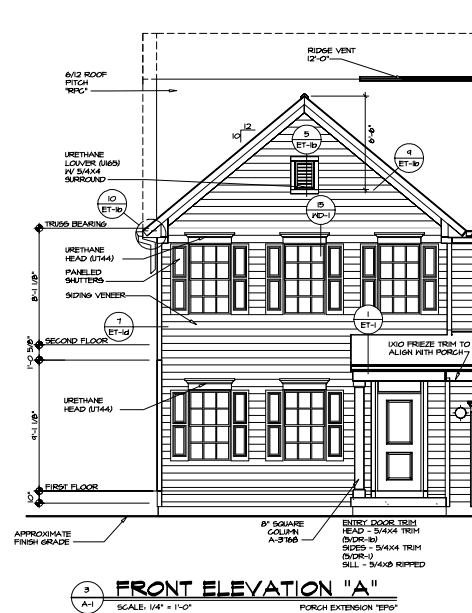


2 REAR ELEVATION
SCALE: 1/8" = 1'-0"
SHOWN IV SLIDING GLASS DOOR DINETTE "DST"
THREE CAR FRONT ENTRY GARAGE "GCP"
SHOWN IV OWNER'S BATHROOM SHOWER "AMA"
OR OWNER'S BATH IV ROMAN SHOWER IV SEAT "AMS"



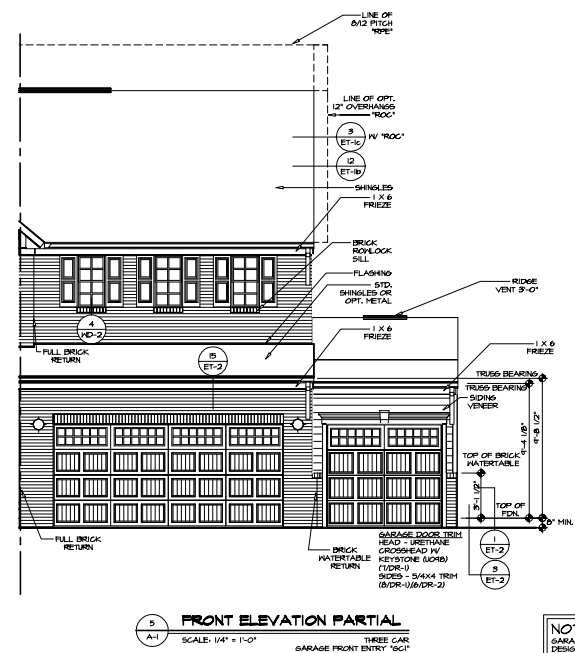
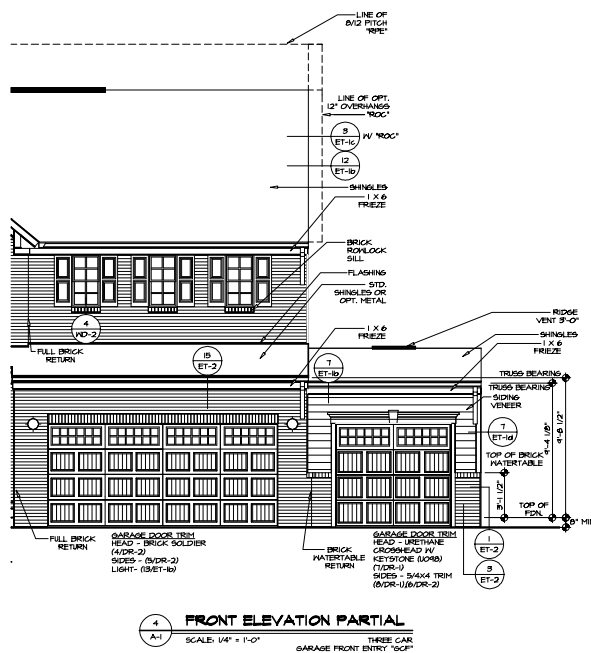
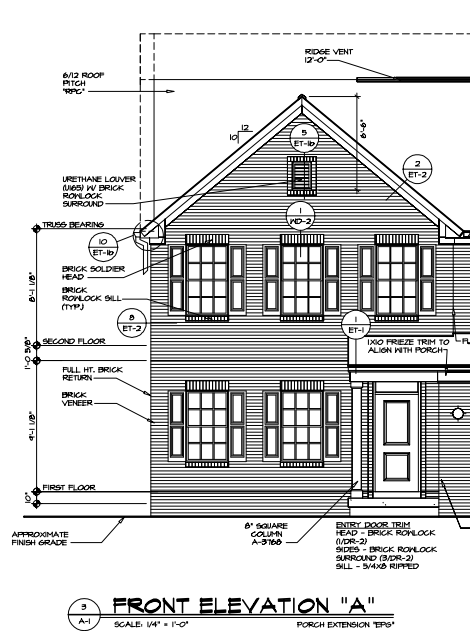
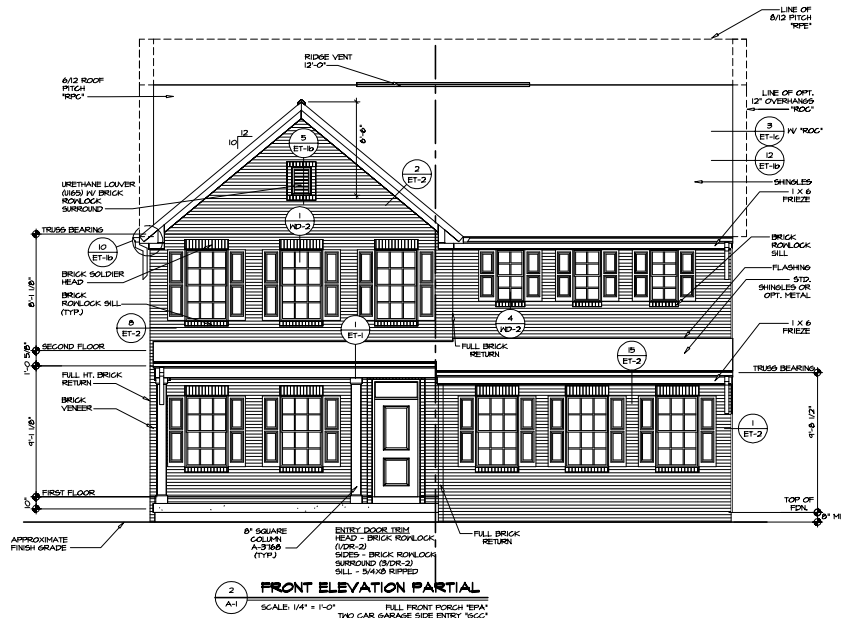
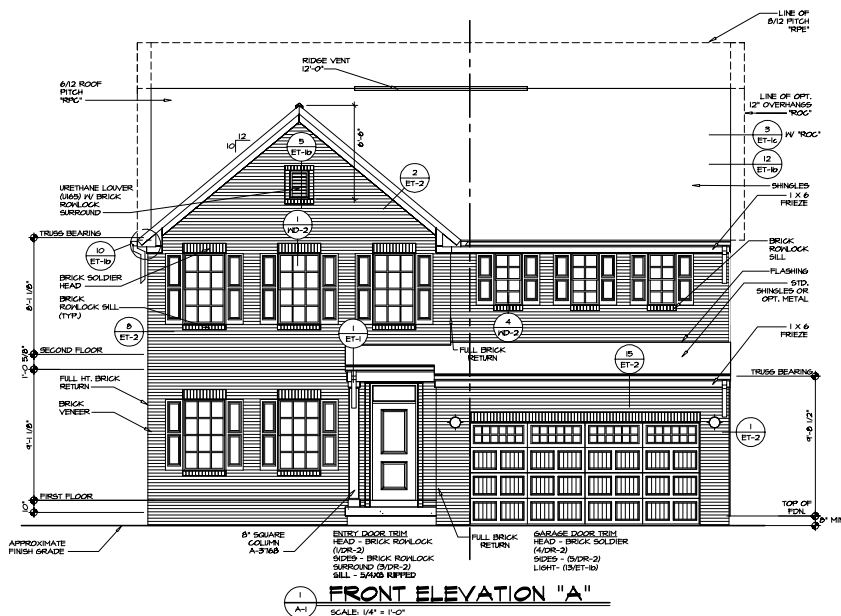
1 REAR ELEVATION
SCALE: 1/8" = 1'-0"
SHOWN IV SLIDING GLASS DOOR DINETTE "DST"
SHOWN IV OWNER'S BATHROOM SHOWER "AMA"
OR OWNER'S BATH IV ROMAN SHOWER IV SEAT "AMS"

SHEET NO. A-2c	PROJECT HIDCO	DRAWING TITLE REAR ELEVATION	OPTION DESCRIPTION	18	REMARKS
SET NO. H0000	RELEASE NO. ---	DRAWN BY SGA	DATE 8/25/17	BY SGA	DATE 8/25/17
1. This drawing is the property of NVR, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of NVR, Inc. NVR, Inc. 2400 N. 15th St. Suite 100 Fremont, CA 94558					



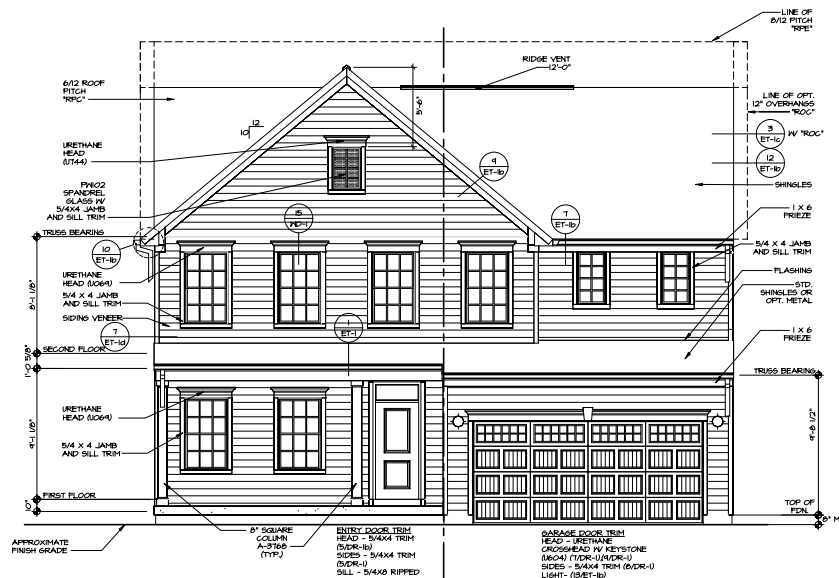
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

[illegible]

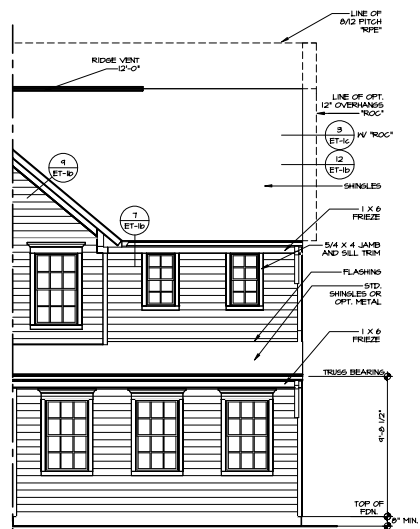


NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

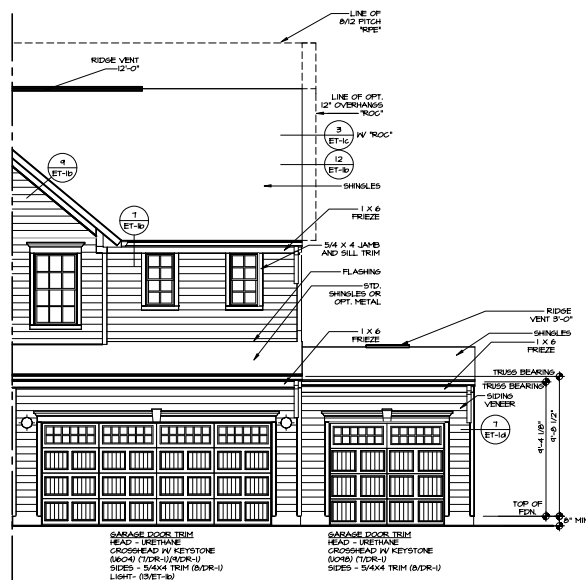
SHEET NO.	MODEL	SET NO.	LEV-00	 NVR Inc. 3235 Marquette Ave., Suite 100 Minneapolis, MN 55412	I, (Print Name), hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any falsification of the same.	DATE 8/10/11	DATE 8/10/11	REV. NO. 1	DATE 8/10/11	REMARKS
	VERSION 01	DESIGNED BY	DATE							
A-1	PROT ELEVATIONS	DESIGNED BY	ALU							
	OPTION DESCRIPTION	DATE	8/10/11							
8	SECTION A BRICK VENTERS FRONT		EVA							



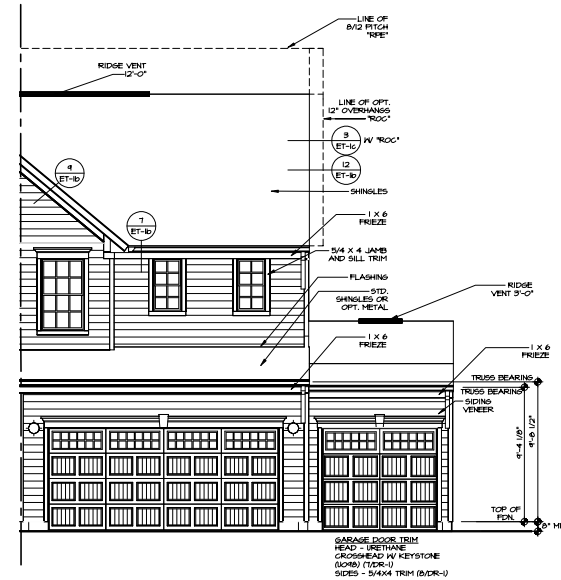
1 FRONT ELEVATION "B"
SCALE: 1/4" = 1'-0"



2 FRONT ELEVATION PARTIAL
SCALE: 1/4" = 1'-0" TWO CAR GARAGE SIDE ENTRY 'SCG'



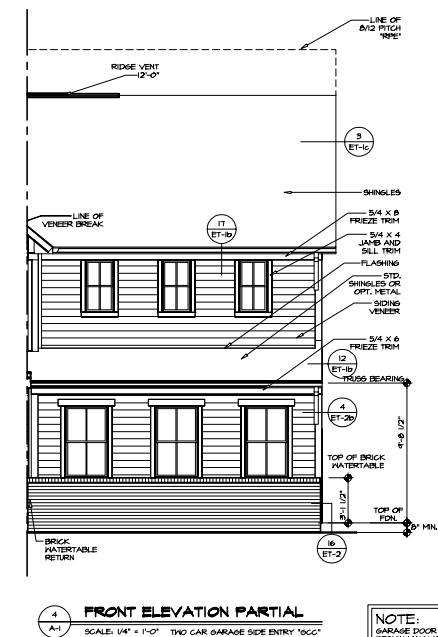
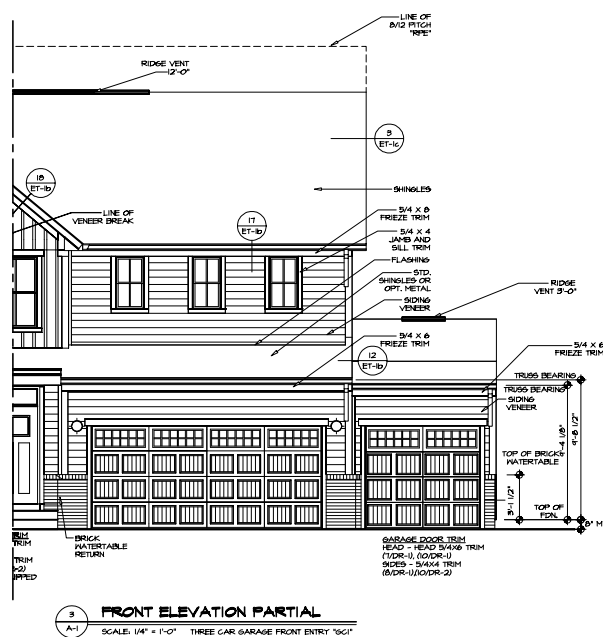
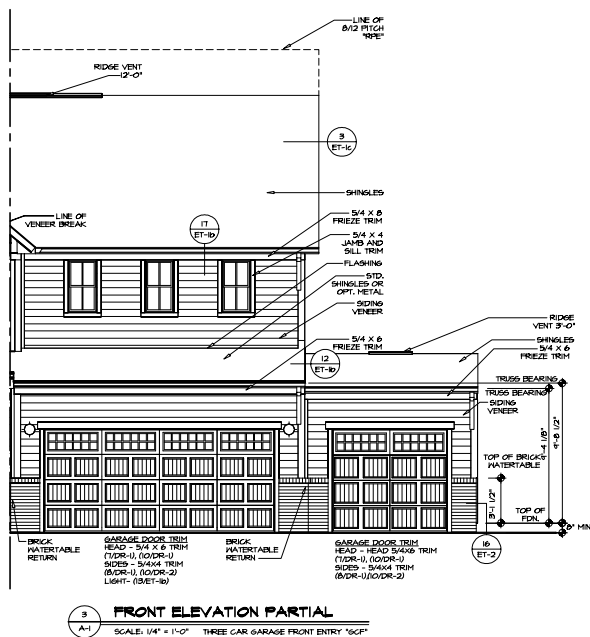
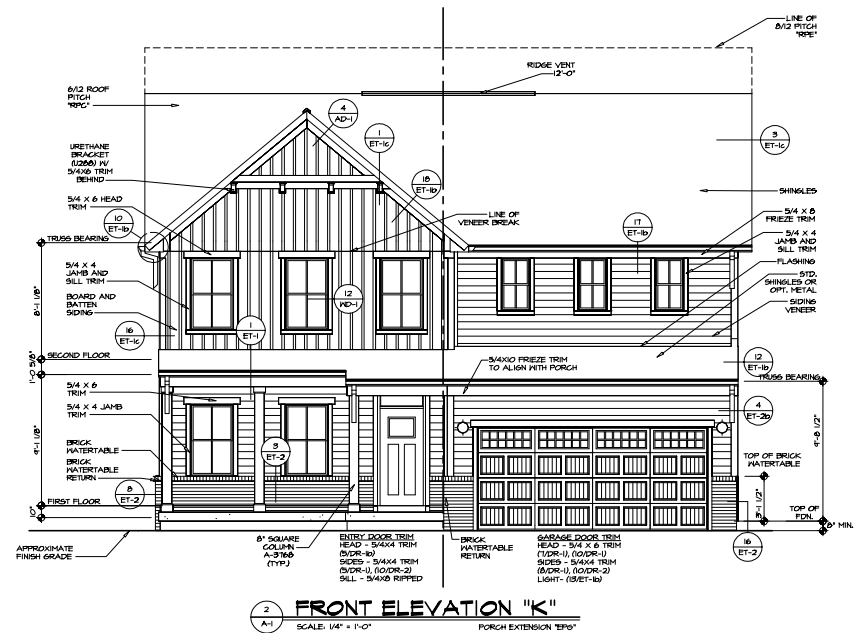
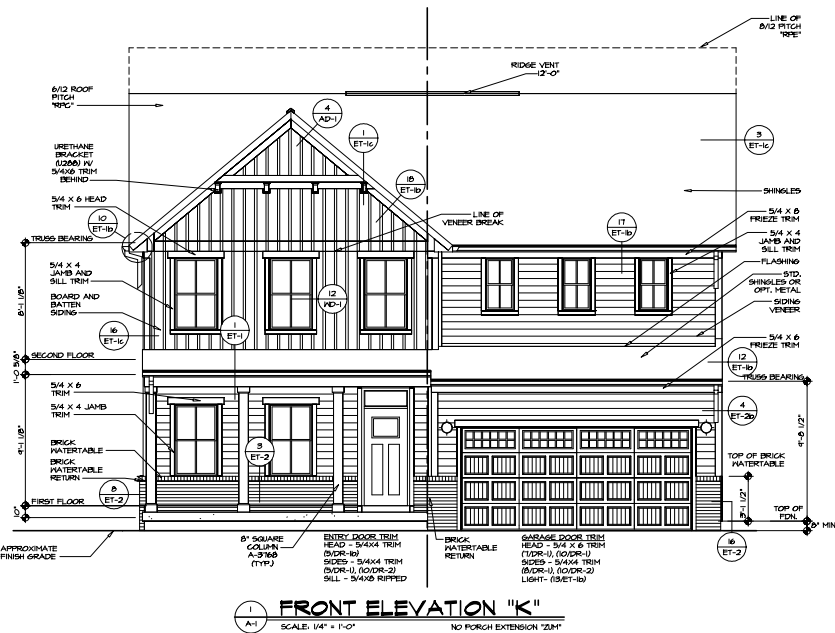
3 FRONT ELEVATION PARTIAL
SCALE: 1/4" = 1'-0" THREE CAR GARAGE FRONT ENTRY 'SCG'



4 FRONT ELEVATION PARTIAL
SCALE: 1/4" = 1'-0" THREE CAR GARAGE FRONT ENTRY 'SCG'

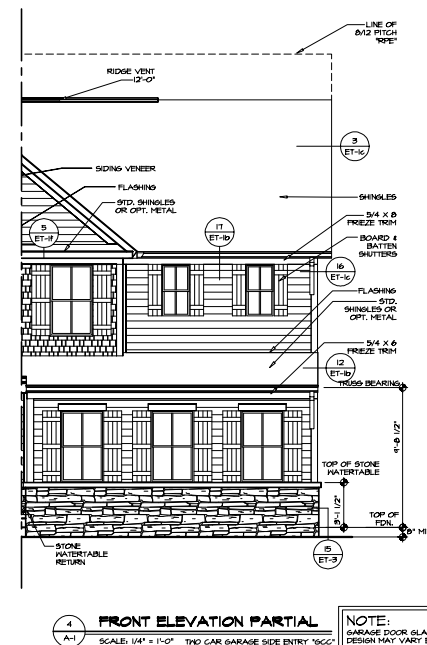
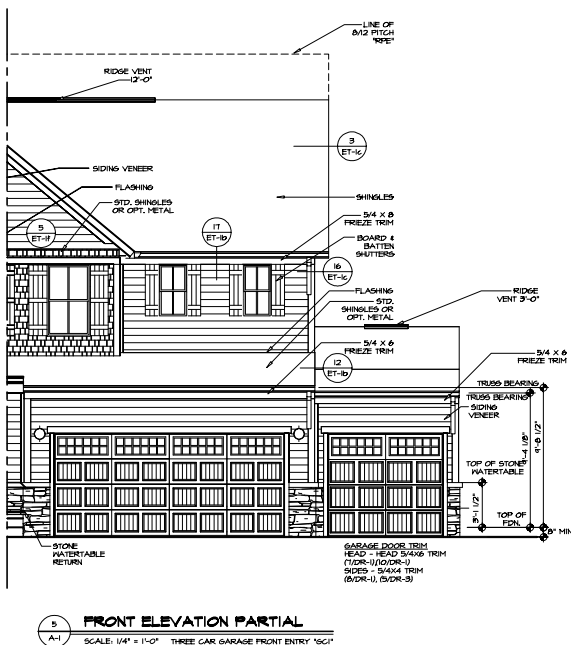
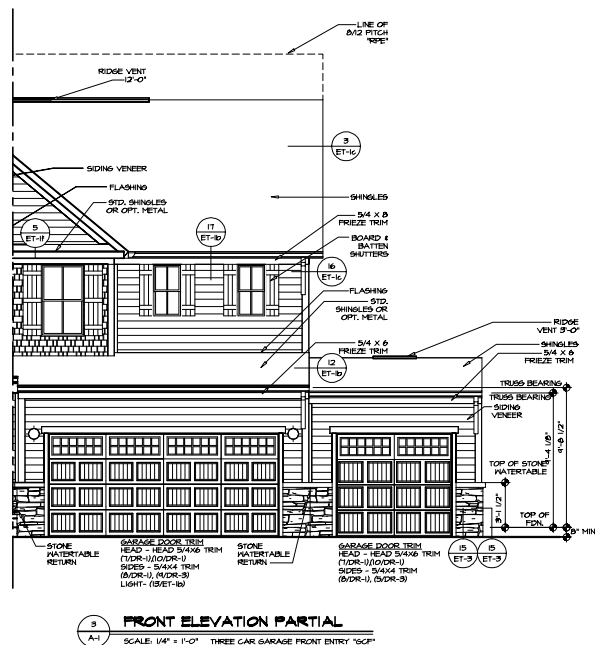
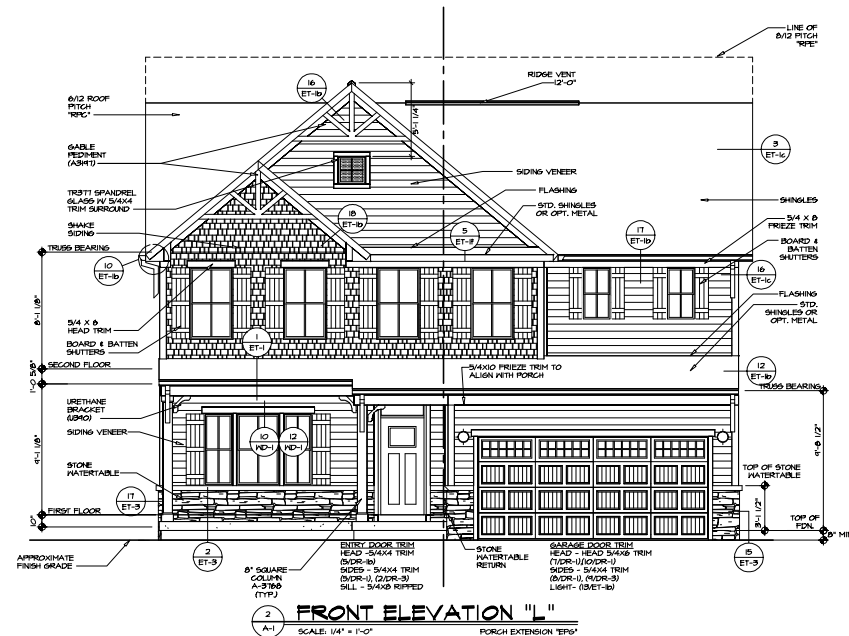
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

SHEET NO.	DATE	REVISIONS
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NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

SHEET NO.	MODEL	SET NO.	DATE	REMARKS
	VERSION	NO.	DATE	
A-1	LEIGH	NO. 100	DATE	
	PROT. ELEVATIONS	NO. 100	DATE	
	OPTION	DATE	DATE	
	DESCRIPTION	DATE	DATE	
12	ELEVATION 'N'	DATE	DATE	
	ELEVATION 'N'	DATE	DATE	



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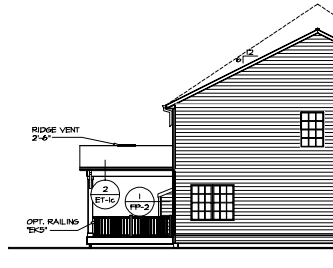


SET NO. 16H00
VERSION 01
RELEASE NO. ----
DRAWN BY ALU
DATE: 8/10/17
OPTION
ELL

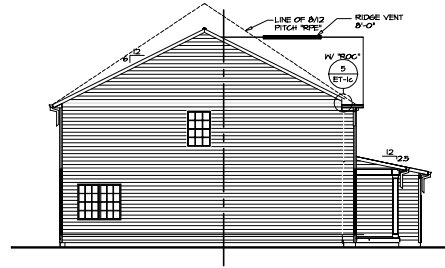
MODEL	LEHIGH
DRAWING TITLE	FRONT ELEVATIONS
OPTION DESCRIPTION	ELEVATION "L"

1555

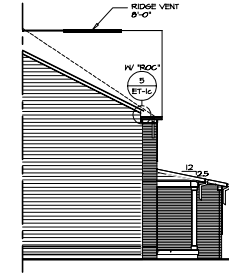
NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER



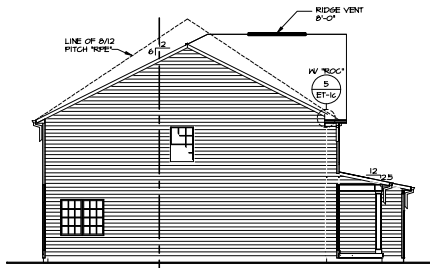
1 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
REAR COVERED PORCH "EP"
GAS FIREPLACE FAMILY ROOM REAR "EP"



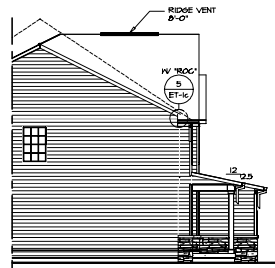
2 LEFT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION A "ELA"
SIDING VENEER FRONT "EV"



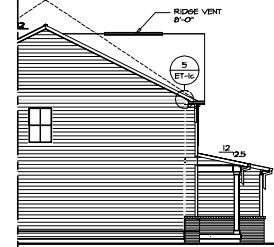
3 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION A "ELA"
ELEVATION B "ELB"
FULL BRICK FRONT "EVA"



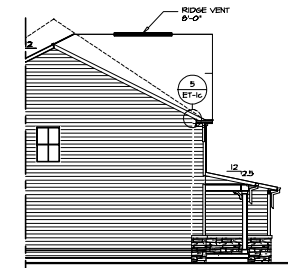
4 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION B "ELB"
SIDING VENEER FRONT "EV"



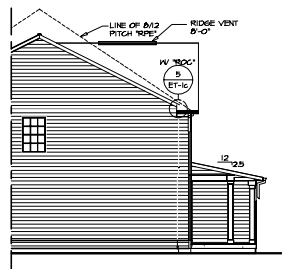
5 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION C "ELC"
NO PORCH EXTENSION "ZBP"



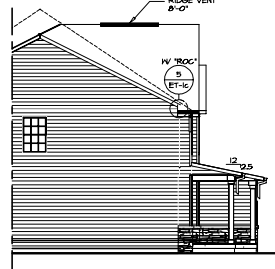
6 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION K "ELK"
NO PORCH EXTENSION "ZBP"



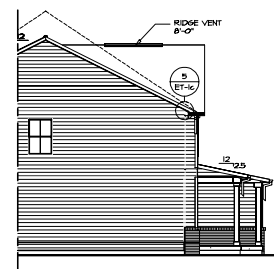
7 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION L "ELL"
NO PORCH EXTENSION "ZBP"



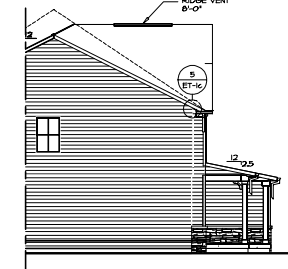
8 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION A "ELA"
PORCH EXTENSION "EPB"



9 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION C "ELC"
PORCH EXTENSION "EPB"



10 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION K "ELK"
PORCH EXTENSION "EPB"



11 LEFT ELEVATION PARTIAL
SCALE: 1/8" = 1'-0"
ELEVATION L "ELL"
PORCH EXTENSION "EPB"

REMARKS

REV. NO. DATE

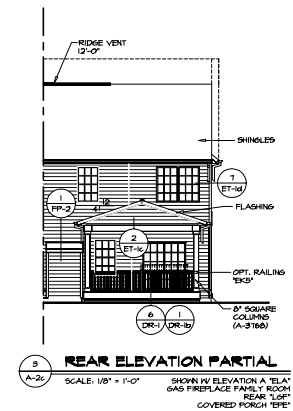
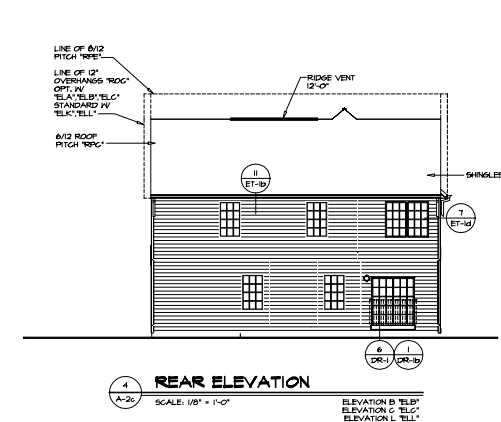
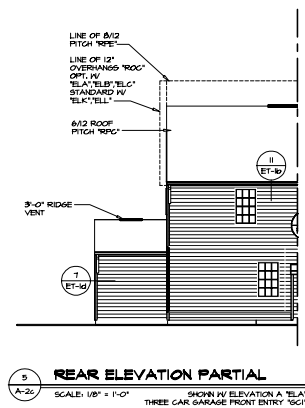
1. This drawing is a preliminary drawing and is not to be used for construction. It is subject to change without notice. The owner is responsible for obtaining all necessary permits and approvals. The architect is not responsible for any errors or omissions in this drawing.

NVR
NVR, Inc.
1000
Frederick, MD 21703

SET NO. 10000
RELEASE NO. 10000
DRAWN BY: ALJ
DATE: 8/10/11
CHECKED: JLD

OPTION DESCRIPTION

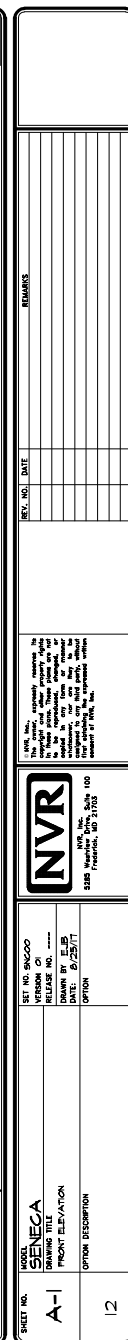
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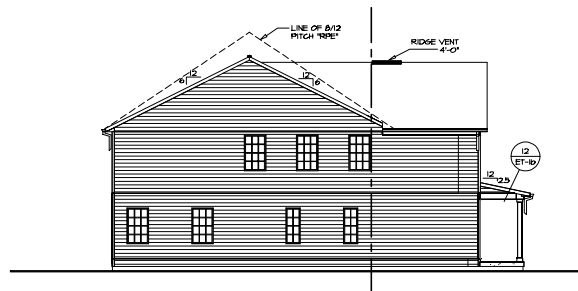
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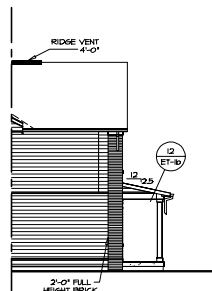


SHEET NO.		MODEL		SET NO. SINGCO		REV. NO.		DATE		ITEMS	
A-1		MECA		DRAWING TITLE		DRAWN BY		3-08-09		1	
				FRONT ELEVATION		CHECKED BY					
				OPTION DESCRIPTION		DATE: 8/25/17					
						OPTION					

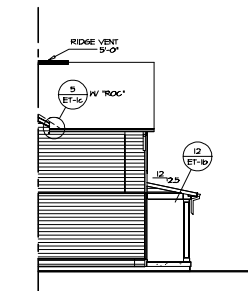




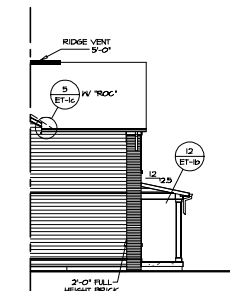
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ELEVATION "A" "ELA"
SIDING VENEER FRONT "EVH"



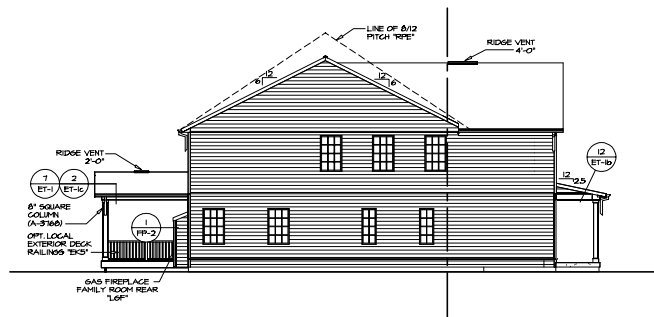
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ELEVATION "A" "ELA"
BRICK VENEER FRONT "EVA"



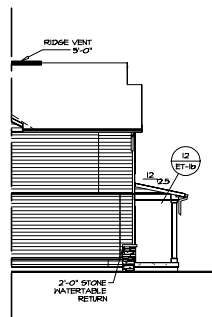
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SIDING VENEER FRONT "EVH"



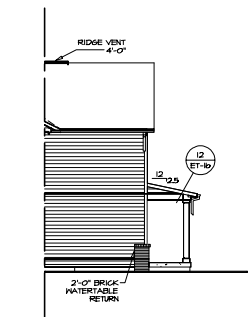
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BRICK VENEER FRONT "EVA"



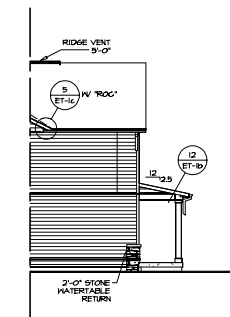
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ELEVATION "A" "ELA"
SIDING VENEER FRONT "EVH"
REAR GABLE PORCH "EVB"
GAS FIREPLACE FAMILY ROOM REAR "LGP"



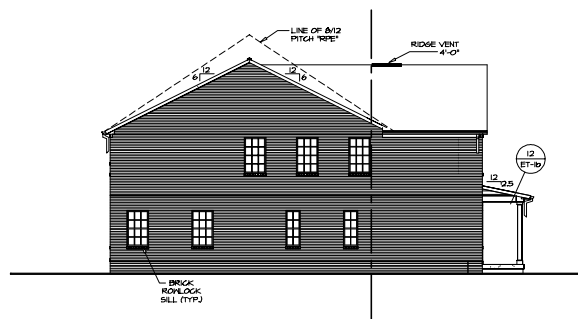
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ELEVATION "C" "ELC"



7 PARTIAL LEFT ELEVATION
SCALE: 1/8" = 1'-0"
ELEVATION "C" "ELC"



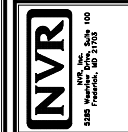
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ELEVATION "D" "ELD"



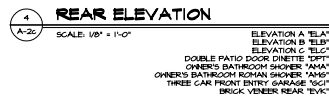
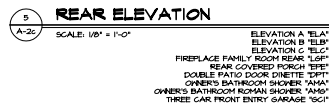
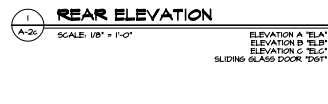
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SCALE: 1/8" = 1'-0"
ELEVATION "A" "ELA"
BRICK VENEER FRONT "EVA"
BRICK VENEER SIDE "EVB"

NOTE:
GARAGE DOOR GLASS
DESIGN MAY VARY BY
MANUFACTURER

REVISIONS		DATE	BY	APP.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				



SHEET NO.	15
PROJECT	SENECA
DATE	8/25/17
DESIGNED BY	ELB
CHECKED BY	ELB
DATE	8/25/17
DESCRIPTION	LEFT SIDE ELEVATION
OPTION	DESCRIPTION



SHEET NO.	MODEL	SET NO. SINGCO	 NVR, Inc. 3225 Marquette Ave., Suite 100 Minnetonka, MN 55345	I, (Print Name), hereby warrant to the purchaser of this instrument that the above property is not subject to any lien, mortgage, or other claim of any person other than the person(s) named herein. I warrant that the above property is not subject to any lien, mortgage, or other claim of any person other than the person(s) named herein. I warrant that the above property is not subject to any lien, mortgage, or other claim of any person other than the person(s) named herein.
	VERSION 01	NAME BY E 28		
A-2c	REAR ELEVATION	DATE: 6/20/17		
16	OPTION DESCRIPTION	OPTION	REMARKS	

Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails

This list of Duke Energy's transmission right of way requirements for the co-location of shared-use paths/trails has been developed as a guideline to answer the most frequently asked questions. This should not be considered a comprehensive list of all requirements or factors that may need to be addressed. You should contact the Asset Protection Right of Way Specialist if you have additional questions or concerns. This list of requirements and guidelines is subject to change at any time and without notice. Duke Energy reserves all rights conveyed to it by the right of way agreement applicable to the subject property. An engineering drawing, including topographic grade changes, location of Duke Energy structures and paths/trails must be approved by an Asset Protection Specialist.

Compliance with these Duke Energy Shared-Use Path/Trails requirements, or approval of any such plans by Duke Energy, does not guarantee that other applicable requirements imposed by any local, county, state, federal or other applicable regulatory agency have been satisfied.

Definition: For purposes of this document the term "trail(s)" shall be used to refer to Multi-Use Paths or Shared-Use Paths as defined by the American Association of State Highway and Transportation Officials (AASHTO).

1. The trails must not exceed a total of 12 feet in width, regardless of the surface construction material.
2. A minimum separation of 25 feet is required between the trail and its associated easement, to any Duke Energy electrical facility. This includes, but is not limited to, poles, towers, guy anchor(s), equipment, etc. If the owner of the trail is not the current owner of the fee simple title to the lands underlying Duke Energy's easement, the trail owner shall obtain a legally sufficient easement from the current fee simple title owner and produce said easement to Duke Energy prior to commencing activities within the Duke Energy easement. In the event a private easement is not required, no portion of the trail or shoulder, or associated grading, shall be located within 25 feet of any electrical facility.
3. The owner of the trail shall be responsible for safety and liability associated with its construction or use thereof.
4. Bollards shall be installed per Duke Energy specifications, with Duke Energy locks, where the trailheads connect with roads/streets as to prevent vehicular traffic. Duke Energy may require reinforcement of the trail at specified access points along the corridor for Duke Energy heavy equipment crossings. These trail reinforcement areas shall consist of a 20-foot-long, 12-foot-wide paved area capable of supporting 80,000 pounds with pavement markings indicating "heavy equipment crossing."
5. Culverts shall be installed where the trails cross creeks, ditches, etc. These culverts shall be capable of supporting 80,000 pounds, and shall be a minimum of 20 feet wide. Signage must indicate the maximum load of the crossing at culvert approach.
6. No structures including, but not limited to, lights, signs, benches, exercise equipment, and irrigation systems shall be located within the Duke Energy easement.
7. Planting of vegetation shall adhere to the Right of Way (RW) Restrictions Guidelines for the specific Duke Energy territory. A copy of the RW Restrictions/Guidelines can be obtained from your Asset Protection Specialist.
8. Duke Energy reserves the right to close, without notice, all or a portion of the trail located within the transmission line easement, for any length of time, for construction, maintenance or emergency line operations.
9. Duke Energy will not be held responsible for any damages to the trails due to its operations or any liability based on the use of the trail. Prior to the installation of a shared-use trail, a "Trail Encroachment Agreement", which includes "hold harmless" language, shall be executed with Duke Energy. In addition, deed information of all property owners that the trail affects must be supplied to Duke Energy. Proof that the property owners have signed an easement agreement with the owner of the trail will be required, as applicable.
10. All other Duke Energy electric transmission right of way restrictions/guidelines shall apply to the installation of trails.

We hope this is useful information. If you have additional questions or plan any activity not mentioned above, please contact:

Duke Energy Representative

Phone Number



BK: 7728 PG: 617

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
TALL OAKS HOMEOWNERS ASSOCIATION**

200600024249 *ES*
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
04-19-2006 At 11:06:23 am.
RESTRICTION 180.00
OR Book 7728 Page 617 - 637

Declarant, Welsh Development Company, an Ohio corporation, is the owner of certain real estate in City of Monroe, 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, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

200600024249
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
04-19-2006 At 11:06:23 am.
DECLARATION 180.00
OR Book 7728 Page 617 - 637

1.1 **Additional Land.** "Additional Land" means property that may adjoin **Tall Oaks** that the Declarant may develop and add to the subdivision in the future, which may be made subject to this Declaration pursuant to Article XII.

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

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

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

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

1.6 **Builder.** "Builder" shall mean any Lot Owner who purchases a Lot directly from the Declarant for purposes of constructing a single family residence on said Lot.

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

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

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

1.10 **Declarant.** "Declarant" means Welsh Development Company, Inc., its successors and assigns.

TRANSFER NOT NECESSARY
KAY ROGERS
BY 4-19-06 DEPT.
AUDITOR, BUTLER CO., OHIO

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

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

1.13 **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.

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

1.15 **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 limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.16 **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.

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

1.18 **Survey Plat.** "Survey Plat" means the plat of **Tall Oaks**, Plat Envelope 3954, pages A -D , of the **Butler County**, Ohio Records; and the plat for any additional land made subject to the terms and conditions of this Declaration.

1.19 **Turnover Date.** "Turnover Date" shall be the date that 95% of the Lots in all Sections of **Emerald Lake** Subdivision have been sold by the Declarant.

ARTICLE II

Lots



BK: 7728 PG: 618

2.1_ **Description of Lot Boundaries.** The Boundaries of the Lots shall be those as set forth on the Final Plat recorded with the **Butler County Recorder**.

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 VI, Section 6.8.

3.2_ **Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot, however, the Declarant shall have 10 votes per lot owned.

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BK: 7728 PG: 618

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5.3_ Powers of the Association. Subject to the Special Declarant Rights hereinafter set forth, the Association may:

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

5.3.2 adopt rules and regulations for the use and enjoyment of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;

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

5.3.4 hire and discharge managing agents and other employees, agents and independent contractors;

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

5.3.6 make contracts and incur liabilities; specifically to include agreements to maintain landscaping and trees in the right-of-way.

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

5.3.8 cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvement required solely for surface water management, landscaping, street lighting, signage and/or recreational purposes;

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

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

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

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

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

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



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



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 VI

Assessments

6.1 Establishment of Assessments There are hereby established for the benefit of the association, its successors or 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, except the Declarant shall have no obligation to pay assessments unless the dwelling unit located upon any lot owned by the Declarant is occupied. In addition, any lot owned by a Builder shall not be subject to an assessment until one year after the transfer of the lot from the Declarant to the Builder. The annual general assessment is estimated to be \$300.00 per lot for the first year for which assessments are charged. In addition, each lot shall be assessed a one-time amentity fee of \$500.00 to be paid to the Declarant.

6.2 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.

6.3 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. Notwithstanding the above, the Association shall not be required to establish any reasonable reserves for contingencies and replacement prior to the Turnover Date.

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

6.4.1 any costs incurred by the Association in the performance of any maintenance in accordance with Article VII, Section 7.4.

6.4.2 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.

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

6.5 Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. So long as the total amount of Special Assessments allocable to each Lot does not exceed One Hundred Twenty Percent (120%) of the Annual



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.

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General Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

6.6_ 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 subject to the limitations set forth in Section 6.1 above. With respect to Lots added during the fiscal year, this Assessment shall be prorated to the end of the Association's fiscal year. 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.

6.7_ Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

6.7.1 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.

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

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

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

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

6.7.6 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, or from the lien of any such subsequent Assessment.



BK: 7728 PG: 625

ARTICLE VII

Upkeep of the Property

7.1_ **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 **Tall Oaks**.

7.2_ **Common Elements.** The Declarant shall maintain the Common Elements, specifically to include the maintenance and upkeep of the detention/retention basins, landscaping and entrance features, and any other Common Elements for six months after recording of this Declaration. For any Additional Property added to the terms and conditions of this Declaration, the Declarant shall maintain Common Elements identified on such Addition Property for six months after the recording of any amendment adding such Additional Property.

Thereafter, upon notice from the Declarant to the Association, the Association shall maintain the Common Elements, specifically to include the maintenance and upkeep of the detention basins, landscaped area and entrance features and any other Common Elements.

7.3_ **Drainage Easements.** Each Owner will be responsible for the maintenance, management and upkeep of all private drainage easement areas shown on the Survey Plat.

7.4_ **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 VI, Section 6.4. Nothing in this section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

7.5_ **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE VIII

Restrictions

8.1_ Easements for installations and maintenance of utilities and drainage facilities will, where necessary, be reserved for such purpose in the conveyance of the individual lots.

8.2_ No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8.3_ No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently. Construction or storage trailers or sheds are permitted while homes are under construction.



BK: 7728 PG: 625

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shall require the approval of the Declarant and the **City of Monroe**. No underground or log homes will be permitted.

8.14_ One storage shed is permitted per lot provided the shed is no larger than 150 square feet and no taller than 12 feet. The shed must be made of wood, brick or similar material to the house, metal and plastic sheds are not permitted. The shed must have a shingled roof of similar color to the house and be painted/stained and landscaped to compliment the house. All sheds must be located in the rear of the lot and comply with the **City of Monroe** requirements but cannot be closer than 5 feet to a property line. All sheds require the Declarant's approval. Outbuildings or freestanding accessory structures such as pool houses; gazebos, playhouses, and swing sets are permitted subject to approval of the Declarant. Trampolines shall not be permitted. The design and detail of the outbuilding or freestanding accessory structures must be consistent and compliment the home with regard to materials and architecture.

8.15_ No above ground swimming pools will be permitted. When an in ground swimming pool is installed, a small storage shed with a maximum of 35 square feet will be permitted for the purpose of housing pool filter, pump, heater, equipment, and chemicals. The Declarant can approve a larger storage facility at his discretion if necessary to adequately house the pool equipment. It will be necessary to screen any structure if visible from adjoining homes within the subdivision.

8.16_ A one-story home shall have a minimum requirement of 1800 square feet and a two or more story home shall have a minimum requirement of 2100 square feet. Garages, porches and basements cannot be included in the determination of square footage. Square footage will be measured from outside of wall to outside of wall.

8.17_ All building materials shall conform to the **City of Monroe** material and architectural specifications.

8.18_ The main roof shall have a minimum pitch of 6 to 12 and all front facing gables shall have a minimum pitch of 8 to 12.

8.19_ The Declarant shall have the option at his sole discretion in the approval of all home plans. However, all plans at a minimum must comply with the home plans approved by the **City of Monroe** as part of the rezoning of the property. The Declarant can make any changes deemed necessary to the exterior home plans prior to approval of said plans as long as they are consistent with the City requirements.

8.20_ All homes shall use a mailbox and post as specified by Declarant.

8.21_ Christmas lights may be erected no sooner than four weeks prior to and removed no later than four weeks after Christmas.

8.22_ Air conditioning and heat pump equipment shall be located in the side or rear yard.

8.23_ There shall be no more than two garage or yard sale held on any lot during a one-year period.

8.24_ Flag poles are permitted in the front, side or rear yard for the purpose of flying the U.S and or the Ohio flags. Flag poles can be no larger than 25 feet in height and must be maintained in neat and orderly manner. The flags can be no larger than 4' x 6' feet in size and can be up-lit from the pole base. Flags can be attached to the house.



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insurance of the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Elements, public liability, and directors' and officers' shall be included in the General Assessment, as defined in Article VI, Section 6.3.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. The provisions hereinafter set forth shall govern such insurance:

10.1.1 All policies on the Common Elements shall be for the benefit of the Lot Owners and their mortgages as their interests may appear.

10.1.2 Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.1.3 In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagee, and the insurance carried by the Association shall be primary.

10.1.4 All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, as least one of whom must be in the real estate industry and familiar with construction in the **Butler County**, Ohio, area.

10.1.5 The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

10.1.5.1 a waiver of subrogation by the insurer as to any claims against the Board, its manager (if any), the Owners and their respective tenants, servants, agents, and guests;

10.1.5.2 a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

10.1.5.3 that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

10.1.5.4 that no policy may be canceled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and;

10.1.5.5 that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

10.2_ Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:



insurance of the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

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10.1.5.5 that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

10.2_ Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:



subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

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 damage or destruction, which is to be repaired, shall apply. If the taking does not involve any or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

Development Rights

12.1_ **Submission of Additional Land.** The Declarant reserves the unilateral right to submit all or any portion of the Additional Land to the terms of this Declaration at any time without the consent of the Association. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

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

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

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

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

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

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

12.4_ **Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvements of the Property. No assignment shall be effective unless it is in writing and filed with the Recorder of Butler County, Ohio.



BK: 7728 PG: 632

ARTICLE XIII

Special Declarant Rights

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

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

13.3_ **Control of the Association.**

13.3.1 **Appointment of Directors and Officers.** The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association until such time as 95% of the Lots located on the Property or any Additional Property have been sold.

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's 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 mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagee, 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 Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV



BK: 7728 PG: 633

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.** During the period in which the Declarant owns any portion of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least 67% percent of all Lots. For the purpose of making an amendment to this document each lot owned by the Declarant shall count as ten (10) lots.

After the Declarant has sold and conveyed all portions of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least sixty-seven (67%) of all Lots.

All Amendments shall be executed by the Declarant, 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. All Amendments must be recorded with the **Butler County** Recorder in order to be effective.

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

14.3.1 **Consent Required.** This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners after the Turnover Date as identified in Section 1.19.

14.3.2 **Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the **Butler County** Recorder. The requisite number of Owners shall execute this agreement in the same manner as a deed. 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.



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David Welsh, President of Welsh Development Company, Inc., does hereby establish these conditions and restrictions for the property heretofore described, and has hereunto set his hand this 14 day of April, 2006.

Welsh Development Company, Inc.
An Ohio Corporation

David Welsh
David Welsh, President



BK: 7728 PG: 635

STATE OF OHIO

HAMILTON COUNTY

The foregoing instrument was signed and acknowledged before me this 14 day of April, 2006 by David Welsh, President of Welsh Development Company, Inc.

Jeff Hayes
Notary Public, State of Ohio

This instrument was prepared by:
Welsh Development Company, Inc



JEFF HAYES
Notary Public, State of Ohio
My Commission Expires 01-25-2011



EXHIBIT A

BK: 7728 PG: 636

Situated in Section 36, Town 3, Range 3, Being Part of Lots 3513 and 3514 City of Monroe, Butler County, Ohio and known as Lots 5455 through 5469, inclusive of Tall Oaks, Phase 1, recorded at Plat Envelop 3954, pages A – D of the Butler County Ohio Records.



TALL OAKS HOMEOWNERS ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION

Pursuant to Article IX, Section 9.2 of the Declaration, "No improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be permitted without, until and unless the Owner first obtains the written approval thereof by the Declarant and otherwise complies with the provisions of this Declaration. The terms and conditions of this provision apply to all improvements (after the initial construction) of the Dwelling Unit upon the Lot and any alterations, improvements or additions made to the Dwelling Unit or otherwise upon the Lot during the period that the Declarant is the Owner of any Lots within the subdivision."

This form may be used to seek approval from Welsh Development Company for all new construction and any improvements to the exterior of the property during the term that Welsh Development Company owns any Lots within the subdivision. Please submit this application to the address below:

Welsh Development Company, 9336 Dick Road, Harrison, Ohio 45030

OWNER: _____ HOME PHONE _____

ADDRESS: _____ WORK PHONE _____

Description of Improvement or change: _____

Attach plans, drawings, and/or materials list in order to clearly describe the improvement.

The undersigned hereby submits this Application to Welsh Development Company and agrees to complete the improvements precisely as described.

Date: _____ Signature: _____

ACTION BY WELSH DEVELOPMENT COMPANY

This Application was reviewed by Welsh Development Company on the _____ day of _____, _____. This Application is:

Approved _____ Not Approved _____
Welsh Development Company

A copy of this Application and decision was mailed to the Lot Owner on the _____ day of _____, _____.



BK: 7710 PG: 1185

Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
03-10-2006 At 09:54:24 am.
AGREEMENT 76.00
OR Book 7710 Page 1185 - 1192

TALL OAKS SUBDIVISION
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 3 day of March, 2006, by and between **WELSH DEVELOPMENT COMPANY, INC.** ("Welsh") and **THE CITY OF MONROE, OHIO** (the "City").

1. **Recitals.** Welsh has gained a favorable recommendation from the Monroe Planning Commission for a comprehensive Stage II Planned Unit Development plan ("PUD") for the single family dwelling development plan known as Tall Oaks Subdivision (the "Project") as originally reviewed by the Commission on May 18, 2005 at the Stage II PUD public hearing. The parties desire to enter into this agreement to memorialize the substantive conditions attached to this PUD Agreement.

2. **Scope of Application for this Agreement.** This Agreement shall serve as the Planned Unit Development Agreement for the entire Project area as specifically delineated in the rezoning plat and Stage II Preliminary Plan submitted at the Stage II Public Hearing to the Monroe City Council. This Agreement shall provide guidelines that affect the overall Project area in addition to future Phased developments and shall incorporate all prior approved plans, plats, and PUD application documents submitted to the City by Welsh. This Agreement is intended to supplement any other condition or requirement indicated on any approved Stage II or Stage III plan. Any deviations from the provisions set forth in this Agreement shall require Welsh to apply for and be granted an amendment to the PUD Plan and/or the PUD Agreement by the Monroe Planning Commission.

3. **Land Use and Infrastructure Improvements**

A. All dwellings shall strictly conform to the R-3 regulations including the architectural and exterior material requirements unless specifically waived in this Agreement.

B. Welsh shall be financially responsible for construction of all off-site improvements as provided for on the approved Stage II Preliminary Plat including all required turn lanes on State Route 4 and all improvements associated with the State Route 4 traffic warning lights and signage to facilitate safe ingress/egress into the Project as approved by the City Engineer. The specific scope of the partial traffic signal and warning light improvements will be determined during the Stage III Construction Drawing review for Phase I of the Project.

C. Welsh agrees to take the necessary measures to complete all off-site infrastructure improvements prior to any Certificate of Occupancy permit ("CO") being granted for any permanent structure located within the Project area.

TRANSFER NOT NECESSARY
KAY ROGERS

BY 3/16/06 JS DEPT.
AUDITOR, BUTLER CO., OHIO



D. The maximum number of dwelling units constructed within the Project shall not exceed 200 single-family dwellings.

E. The 27.58 acres of active and passive recreation/open space as described on the Stage II Preliminary Plat shall be owned and maintained by the Tall Oaks Homeowners Association. Any additional open space contained within the Project area shall be owned and maintained by the Tall Oaks Homeowners Association.

F. All landscaping and bufferyard plans shall be determined during the Stage III Construction Drawing review. As required by the Planning Commission during the Stage II public hearing discussion, Welsh shall be required to provide adequate screening around the perimeter of the Project where suitable natural screening / vegetation is absent.

4. **Waivers**

A. Sidewalks - Sidewalks shall be required on one side of the street for the two specified areas indicated on the approved (City Engineer stamped) Phase I Construction Drawings.

B. Side Yard Setbacks - A minimum side yard setback of five feet (5') with a total minimum separation distance of thirty feet (30') between dwellings shall be required whenever two adjacent side yard areas contain one side entry garage design. In the event two adjacent side yard areas contain no side entry garage design (i.e. side wall against side wall), then the minimum side yard setback shall be five feet (5') with a total minimum separation distance of twenty feet (20') between dwellings. For the purpose of measuring setbacks, any protrusion from a dwelling shall constitute the outermost point of the dwelling and would include but not be limited to: cantilevers, bay windows, air conditioner units when affixed to a dwellings' foundation, and wood-burning fireplace chimneys, etc.

C. Street Trees - The number of street trees required shall be reduced from 818 to 409. The developer shall make the \$50 per tree payment to the City as each phase is constructed (on a pro-rated basis).

D. Lot Size Reductions - The 15,000 sq. ft. minimum lot area requirement shall be reduced to 14,320 sq. ft. for lot #146 and to 14,841 sq. ft. for lot #40.

E. Cul-de-sac Length - The maximum cul-de-sac length shall be waived for future streets "E" and "G" as indicated on the Stage II Preliminary Plan. The cul-de-sac length for these two streets shall be determined at the Stage III Construction Drawing review.

5. **General Provisions**

A. Ryan Homes shall be the approved builder for this Project. Any home models or floorplans not contained within the submitted Stage II Ryan Homes product packet shall not be granted a building permit unless a PUD Agreement amendment is obtained from the Planning Commission. Any non-Ryan builder seeking to build in the project shall not be granted a building permit for any dwelling unless a PUD Agreement amendment is first obtained from the Planning Commission.

6. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD final development plan shall be controlled by Monroe Zoning Ordinance Chapter 1272.17 "Compliance With Approved Plan" unless specified otherwise herein. Failure to comply with the Stage II Preliminary Development Plan or subsequently approved final development plan shall initiate the enforcement actions set forth in Monroe Zoning Ordinance Chapter 1272.18 "Permit Revocation."

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the parties, their successors, and assigns and no modification hereof shall be binding unless set forth in writing signed by the parties. This agreement shall be governed under the laws of the State of Ohio.

Welsh Shall cause this PUD Agreement and any subsequent PUD Agreement amendments to be properly recorded at the Butler County Records Office prior to any Certificate of Occupancy permits being granted for any permanent structure located in the respective development phase for which the PUD Agreement or amended PUD Agreement applies.



BK: 7710 PG: 1188

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

Signed in the presence of:

THE CITY OF MONROE, OHIO

Jay T. Stewart
[Signature]

By: [Signature]
William J. Brock
City Manager

WELSH DEVELOPMENT CO., INC.

Elizabeth J. Hutchins
[Signature]

By: David Welsh
Name: David Welsh
Title: President



STATE OF OHIO)
)SS:
 COUNTY OF BUTLER)

BK: 7710 PG: 1189

SWORN to and SUBSCRIBED in my presence by the said William J. Brock,
 City Manager of the City of Monroe on this 16th day of November, 2005.



JAY TODD STEWART
 ATTORNEY AT LAW
 Notary Public, State of Ohio
 My Commission Has No Expiration
 Section 147.03 R.C.

Jay T. Stewart
 Notary Public

STATE OF OHIO)
)SS:
 COUNTY OF BUTLER Hamilton)

SWORN to and SUBSCRIBED in my presence by the said
David Wilson, President of Welsh Development Co.,
 Inc., on this 3rd day of March, 2006.

Elizabeth J. Guthrie
 Notary Public



ELIZABETH J. GUTHRIE
 Notary Public, State of Ohio
 My Commission Expires 09-22-07

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, Monroe, Ohio 45050. 513-539-7374.



Situate in Section 36, Town 3, Range 3, Military in Lemon Township, Butler County, Ohio, between the Miami Rivers; beginning at a point in the center of the Middletown and West Chester turnpike road 16 chains and 47 links north of a stone corner at the southeast corner of William Shafor's land said point of beginning being at the north east corner of the land of John Baker and witnessed by a white oak 30 inches in diameter N. 48° E. 81-1/2 - thence running westwardly north 89-1/2° 48 72/100 chains to the east bank of the Great Miami River; thence along the east bank of said river northwardly N. 17-1/4° E. 9 59/100 chains; thence N. 18-1/2° E. East 3 35/100 chains; thence N. 26° E. 4 57/100 chains to a stake, thence south 88-3/4° E. 43 50/100 chains to the center of the Middletown and West Chester turnpike road; thence southwardly along the center of said turnpike road 14 93/100 chains to the place of beginning, containing 70 64/100 acres of land strict measure. Being the same premises conveyed to Elizabeth Jane Smith by John R. Shafor and Rebecca Shafor, his wife, by deed dated Aug. 20, 1873 and recorded on Nov. 15, 1873, in Book No. 61, Page 418 of the deed records of Butler County, Ohio.

(1) Saving and excepting therefrom the following described real estate conveyed by Elizabeth J. Smith to the Cincinnati, Hamilton & Toledo Railway Company by deed dated 11/30/1886 and recorded on Dec. 30, 1886 in Deed Book No. 91, Page 70 of the deed records of Butler County, Ohio, and assigned by said grantee on Jan. 8, 1886 to the Louisville, Cincinnati & Dayton Railway Company: The Right of Way Sixty Six (66) feet in width as hereinafter described; for so much of said railway as may pass through lands belonging to myself in the Township of Lemon, County of Butler and State of Ohio, said right of way herein granted being described as follows, to-wit: Situate in the Township of Lemon, County of Butler and State of Ohio, and being situate in fractional section No. 36, Town 3, Range 3, between the Miami Rivers in said township of Lemon, to-wit: a strip of ground 33 feet in width on the East side of the center line of the Right of Way of said Railway as surveyed, platted and located by said Company, commencing at a point on the line dividing the land of said Elizabeth J. Smith from the land of William Sinkey, thence southwardly along the Easterly side of the Miami and Erie Canal to the line dividing the land of said Elizabeth J. Smith from the land of John Becker. The consideration to be paid by the R.R. Co., before they take possession of the right of way, no houses or shanties to be built on the within released ground, with the right to forever exclusively occupy and use said premises and each part thereof in constructing, maintaining and operating said railway and for purposes incidentally therewith. Whenever said premises shall cease to be used for said railroad purposes, then this grant shall terminate and cease. Being the same premises referred to in the Affidavit for Transfer and Record of Real Estate inherited from Elizabeth J. Smith to John W. Smith dated March 23, 1949 and recorded on Deed in Vol. No. 505, Page 489 of the Deed Records of Butler County, Ohio.

(2) And saving and excepting therefrom the following described real estate conveyed by John M. Smith to the State of Ohio by deed dated June 18, 1935 and recorded on September 27, 1935 in Deed Book No. 296, Page 267 of the deed records of Butler County, Ohio.

Situate in Lemon Township, Butler County, Ohio Section 36, Town 3, Range 3, and bounded and described as:



BK: 7710 PG: 1191

Being at the two points in the property line between said party of the first part and Charles E. Matson which said property line passes through Station 95+ 01.7 in the center line of the survey made by the department of Highways, said points being at the intersection of the said property line with the boundary line of the right of way herein bargained, sold and conveyed and the said center line of survey and being a strip of land along the left side of said center line of survey; running thence in a northerly direction 33.0 feet from and parallel with the said center line of survey in and through the property of the first part to two similarly located points in the property line between said party of the first part and Minnie M. Smith which said property line passes through station 104+ 86 in the center line of said survey; said points being intersections of the last named property line with the boundary line of right of way herein granted and conveyed and the center line of said survey as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that this strip of land above described is not to be in excess of 33 feet in width except as hereinafter stipulated on sheet and contains .746 acres, more or less of which the present road occupied .746 acres or less.

(3) Also save and except that parcel of land conveyed to the Baltimore and Ohio Railroad company by judgment in Case CV 76-10-0891 Butler County Court of Common Pleas said parcel described as:

Situated in Section 36, Town 3, Range 3, Lemon Township, Butler County, Ohio and more particularly described as follows:

Beginning at a point in the property line dividing the lands of Leo M. Smith and E. Lindy Streifthau and Donna Streifthau which bears easterly from the centerline of main line of the Middletown Branch of the Baltimore and Ohio Railroad Company at Station 476+76, said point also being 33 feet easterly and radically from said centerline and in the eastern existing right of way line; thence northerly to northeasterly concentric with or parallel to and 33 feet easterly from said centerline 1094 feet, more or less, to a point in the property line dividing lands of Leo M. Smith and Edgar Streifthau which bears northeasterly from said centerline at Station 487+70, thence northeasterly on said dividing line 15 feet, more or less, to a point 48 feet southeasterly and at right angles to said centerline at Station 487+81, said point also being in the eastern proposed right of way line; thence southerly 18 feet, more or less, to a point 53 feet southeasterly and at right angles to said centerline at Station 487+70, thence southwesterly 84 feet, more or less, to a point 40 feet southeasterly and at right angles to said centerline at Station 486+86; thence southwesterly parallel to or concentric with and 40 feet, southeasterly from said centerline 994 feet, more or less, to a point in the first above described property dividing line; thence westerly on said dividing line 7 feet, more or less, to the place of beginning and containing 0.19 of an acre, more or less.

Subject to all highways, rights-of-way, and easements of record including but not limited to an easement granted for an electric power distribution system to the Tri-State Development Company, recorded in Volume 1313, Page 499 of the Deed Records of Butler County, Ohio.

Now known as Lot 3514 as designated on the list of lots for the City of Monroe.

Situated in the County of Butler in the State of Ohio and the Township of Lemon:

SITUATED in Section 36, Town 3, Range 3, Lemon Township, Butler County, Ohio and being 55.858 acres (by Survey) (Deed: Original 57.5+ Acres as recorded in Volume 1653, Page 568 Butler County Deed Records): said 55.858 Acres being more specifically described as follows:

BEGINNING at the northeasterly corner of said original tract on the original centerline of Hamilton-Middletown Road (State Route #4): Said beginning point found by measuring from the southeasterly corner of Lot #1 of Green Ridge Subdivision - Section One along said original centerline SOUTH $3^{\circ} 11' 40''$ WEST 1493.4 feet:

THENCE from said Point of Beginning continuing along said original centerline and easterly property line SOUTH $3^{\circ} 11' 40''$ WEST 957.86 feet to the southeasterly corner of said original tract: THENCE along the southerly line of said original tract NORTH $87^{\circ} 02' 29''$ WEST 2951.15 feet, passing the westerly right-of-way line of Hamilton-Middletown Road (State Route #4) at 33.00 feet, passing the easterly right-of-way line of B. & O. R.R. at 2613.44, passing the westerly Right-of-Way line of the abandoned Miami & Erie Canal Lands at 2699.83 feet, passing the easterly right-of-way line of said Canal Lands at 2806.50 feet, to the southwesterly corner of said original tract: THENCE along the westerly lines of said original tract the following courses:

- 1) NORTH $26^{\circ} 56' 07''$ EAST 209.12 feet
- 2) NORTH $1^{\circ} 39' 07''$ EAST 363.97 feet to a northwesterly corner of said original tract:

THENCE along the northerly line of said original tract the following courses:

- 1) NORTH $89^{\circ} 38' 47''$ East 798.37 feet, passing the westerly right-of-way line of the abandoned Miami & Erie Canal Lands at 274.27 feet, passing the westerly right-of-way line of B. & O. R.R. at 371.25, passing the easterly right-of-way line of said B. & O. R.R. at 428.13 feet:
- 2) NORTH $3^{\circ} 35' 22''$ EAST 377.56 feet
- 3) AND THENCE SOUTH $86^{\circ} 34' 00''$ EAST 2013.96 feet to the Point of Beginning.

CONTAINING 55.858 Acres of which 0.726 Acre lies in the right-of-way of Hamilton-Middletown Road (State Route #4), 1.279 Acre lies in the Miami & Erie Canal Lands, and 0.836 Acre lies in the B. & O. R.R. right-of-way; Leaving a net acreage of 53.017 Acres according to Survey by Duane-Daley & Assoc., Inc., (Drawing C-9190), Professional Ohio Surveyors, Middletown, Ohio, February, 1989. *Plot of Survey is filed in Vol. 20, Pg 232 Butler County Land Surveys*

SUBJECT, however, to all rights-of-way, easements and restrictions of record heretofore granted which are applicable to and effective against said land.

Now known as Lot 3513 as designated on the list of lots for the City of Monroe.



Robert E. Routson
Mayor

CITY OF MONROE

P.O. BOX 330
Monroe, OH 45050
www.monroecohio.org

Monroe (513) 539-7374
Cincinnati (513) 779-4729
Fax (513) 539-6460

William J. Brock
City Manager

January 18, 2008

Welsh Development Company, Inc.
Attn: Jeff Hayes
5780 State Route 128
Cleves, Ohio 45002

Dear Mr. Hayes,

This letter will confirm Planning Commission's January 15th, 2008 decision to approve your request for a PUD Amendment for Tall Oaks subdivision with the following conditions:

Removal and replacement of Section A text of the PUD agreement as follows:

~~A. — Ryan Homes shall be the approved builder for this Project. Any home models or floorplans not contained within the submitted Stage II Ryan Homes product packet shall not be granted a building permit unless a PUD Agreement amendment is obtained from the Planning Commission. Any non-Ryan builder seeking to build in the project shall not be granted a building permit for any dwelling unless a PUD Agreement amendment is first obtained from the Planning Commission.~~

A. All dwellings shall strictly conform to the currently adopted R-3 regulations of the Monroe Zoning Ordinance unless otherwise amended by the more restrictive regulations found within Exhibit A (Building Permit Checklist). A building permit shall be issued if the submitted permit conforms to the currently adopted R-3 regulations and the added restrictions found within Exhibit A. Any deviation from these restrictions shall require that a PUD Agreement amendment be obtained from the Planning Commission.



Robert E. Routson
Mayor

CITY OF MONROE

P.O. BOX 330

Monroe, OH 45050

www.monrocohio.org
Exhibit A

Monroe (513) 539-7374
Cincinnati (513) 779-4729
Fax (513) 539-6460

William J. Brock
City Manager

1. The entire exterior of all wall areas (front, rear, sides), including gas fireplace insert cantilevers, gables, overhangs, kitchen and other bays, and other types of protrusions, of each dwelling shall be constructed of the following materials: brick, stone, cultured stone, cement siding, Hardy plank, wood, stucco and drive-it materials. Vinyl material shall be prohibited. At least 75% (excluding the garage door) of the front facade of each dwelling shall be required to be brick, stone or a combination of the two.
2. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
3. All overhead garage doors shall be constructed using a raised panel door design.
4. No dwelling shall be constructed with aluminum windows or aluminum primary exterior doors.
5. All homes will require a basement constructed with poured concrete walls.
6. All dwellings shall be constructed using a minimum of 6/12 pitched roof design and any front facing gables shall have a minimum of 8/12 pitched roof design. Porch roof may be constructed using a 4/12 pitched roof design.
7. All dwellings shall be required to have at least three (3) front facing gables. A minor gable within a main gable counts as two (2) gables. A minimum of two main gables are required.
8. All one-story dwellings shall be a minimum of 1,900 square feet of floor area. All one and a half and two story dwellings shall be a minimum of 2,400 square feet of floor area.
9. All dwellings shall be required to have at least a two-car garage and any front facing garage shall be required to have brick or stone above the garage door to at minimum the first floor roofline.
10. All driveways shall be constructed of concrete.
11. All dwellings are required to install landscaping along the entire front elevation of the home except in areas where concrete driveways or sidewalks are located. The installation of the landscaping shall take place prior to occupancy of the home unless a bond is provided with the City of Monroe or as determined by the Zoning Enforcement Officer.
12. All dwellings shall have a standard community mailbox.
13. No underground, bi-level, tri-level, or quad-level homes are permitted.



Robert E. Routson
Mayor

CITY OF MONROE

P.O. BOX 330

Monroe, OH 45050

www.monrocohio.org

Monroe (513) 539-7374
Cincinnati (513) 779-4729
Fax (513) 539-6460

William J. Brock
City Manager

14. Minor adjustments in the final development or site plan may be approved, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, signage and building configuration, parking area locations, typographical errors, or other similar project particulars, may be authorized in writing with the concurrence of the Director of Development, the City Chief Building Official, and the City Engineer. These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Director of Development, City Chief Building Official, and City Engineer and determined by them to conform to the original purpose and intent of the Planned Unit Development approval. If the Director of Development, City Chief Building Official, and City Engineer do not agree, such adjustments shall not be allowed except by amendment. The Planning Commission shall be advised of all minor adjustments authorized.

If you have any questions, please feel free to contact me.

Sincerely,

Kevin Chesar

Director of Development/Zoning Enforcement Officer

From: [Terri Corner](#)
To: [Kameryn Jones](#); [Bullock, Shawn](#); [Jeff Hayes](#)
Cc: [Tom Smith](#); [Jameson Cole](#)
Subject: [External Sender] RE: Tall Oaks- Public Notice
Date: Monday, April 7, 2025 4:00:35 PM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image008.png](#)
[image009.png](#)
[24-0202 Tall Oaks Rev PUD 250404.pdf](#)
[24-0202 Tall Oaks Rev PUD Planting Plan 250407.pdf](#)
[shared-use-paths-trails-guidelines.pdf](#)

WARNING - This email originated from an EXTERNAL SOURCE. Do not click any links or open attachments unless you can confirm the sender.

Good afternoon,

Attached are the revised PUD Plan and Planting Plan for Tall Oaks. We made the following revisions based off staff comments:

Sidewalks/Connectivity:

- Sidewalks have been shown on lot 5476 & 5477
- A 10' walking trail has been shown along the entire frontage of S.R. 4
- The internal trail system was adjusted to 8' wide
- Regarding the trail system through the utility easement, we are submitting the trail construction guidelines that we received from Duke Energy. During the design phase, we will be submitting the plans to all associated utility companies and will obtain their written approval at that time. They require full design plans prior to administering permits.

Open Space:

- The open space calculations have been updated to exclude public and private utility easements.
- A calculation for formal open space has been added to the project data.

Home Model Information:

- The request is to get approval to modify the criteria and as a result the 8 models or similar models in the future that are within the new guideline standards.
- Minimum floor area:
 - Aberti Ranch: 1421
 - Allegheny: 1823
 - Ballenger: 2114
 - Columbia: 2424
 - Cumberland: 1947
 - Hudson: 2718
 - Lehigh: 3010
 - Seneca: 3306
- We would like to request the same models be considered for phase 1 that meet the original floor area standards.

Fire:

- Street F has been stubbed to the northern property line and a turnaround was

added.

Public Works/Engineering:

- In lieu of adding a second access point to S.R. 4, we have extended Street F to the northern property line.
- We will look at traffic calming solutions and will work with Public Works during the design phase to come up with a viable option.

Should you have any questions or additional comments prior to the Planning Commission meeting, please do not hesitate to contact us. I will have new paper copies delivered to your office tomorrow.

Thank you,
Terri



Terri Corner

Project Manager / Senior Project Designer

D: 513-492-9833

E: terricorner@bayerbecker.com

bayerbecker.com

[mason](#) | [cincinnati](#) | [ft. mitchell](#) | [oxford](#) | indianapolis



From: Kameryn Jones <jonesk@monroeohio.gov>

Sent: Monday, March 31, 2025 4:47 PM

To: Bullock, Shawn <sbullock@nvrinc.com>; Jeff Hayes <jhayesproperties@yahoo.com>; Terri Corner <terricorner@bayerbecker.com>

Cc: Tom Smith <smitht@monroeohio.gov>; Jameson Cole <colej@monroeohio.gov>

Subject: Re: Tall Oaks- Public Notice

All

See attached some preliminary review notes for Tall Oaks. I will begin redlining the old PUD agreement as best I can to reflect what's being asked at this point. Any response or revisions to your submittal should be in no later than Tuesday 4/8 in order to be incorporated into the staff report for Planning Commission.

Thank you!

Kameryn Jones

Assistant Development Director

Office: 513.539.7374 ext.1020

www.monroeohio.gov



This message may contain privileged or confidential information and is only intended for the use of the intended recipient. If you are NOT the intended recipient, dissemination is strictly prohibited.

From: Kameryn Jones

Sent: Monday, March 31, 2025 8:50 AM

To: Bullock, Shawn <sbullock@nvrinc.com>; Jeff Hayes <jhayesproperties@yahoo.com>; Terri Corner <terricorner@bayerbecker.com>

Subject: RE: Tall Oaks- Public Notice

Shawn

That's great to hear and we appreciate the effort.

Thank you!

Kameryn Jones

Assistant Development Director

Office: 513.539.7374 ext.1020

www.monroeohio.gov



This message may contain privileged or confidential information and is only intended for the use of the intended recipient. If you are NOT the intended recipient, dissemination is strictly prohibited.

From: Bullock, Shawn <sbullock@nvrinc.com>

Sent: Friday, March 28, 2025 4:39 PM

To: Kameryn Jones <jonesk@monroeohio.gov>; Jeff Hayes <jhayesproperties@yahoo.com>; Terri Corner <terricorner@bayerbecker.com>

Subject: [External Sender] RE: Tall Oaks- Public Notice

WARNING - This email originated from an EXTERNAL SOURCE. Do not click any links or open attachments unless you can confirm the sender.

Thank you Kameryn!

Jeff has sent out notifications earlier this week to invite residents to meet with us for a Q & A session at the Library on April 10th. Our goal is to meet with residents that wish to discuss their questions or concerns prior to the first public hearing. We've used this method recently and it worked well for all parties, I'm hopeful for the same outcome with Tall Oaks as well. We appreciate the heads up on your public notices and look forward to working with you on this project for a successful outcome.

Have a great weekend,
Shawn

Shawn Bullock

NVR Inc. | Market Manager - Land

M: 513-200-9014

sbullock@nvrinc.com

8622 Jacquemin Dr.

West Chester, OH 45069

Message classified as Business Use Only - NVR by Bullock, Shawn

From: Kameryn Jones <jonesk@monroeohio.gov>

Sent: Friday, March 28, 2025 3:04 PM

To: Jeff Hayes <jhayesproperties@yahoo.com>; Bullock, Shawn <sbullock@nvrinc.com>; Terri Corner <terricorner@bayerbecker.com>

Subject: [Ext] Tall Oaks- Public Notice

Afternoon all

Just a heads up that the public notices for this case will start going out this weekend. We will have first round review comments to you Monday.

Thank you!

Kameryn Jones

Assistant Development Director

Office: 513.539.7374 ext.1020

www.monroeohio.gov



This message may contain privileged or confidential information and is only intended for the use of the intended recipient. If you are NOT the intended recipient, dissemination is strictly prohibited.

Craig and Lisa Silverglade
88 Tall Oaks Drive
Middletown, Ohio 45044

April 2, 2025

Dear Kameryn Jones,

We are writing to oppose Ryan Homes' new PUD Amendment proposed in the Tall Oaks neighborhood. We signed up to build our home with Ryan Homes on October 7, 2006. We specifically purchased in this community instead of going to West Chester, where plenty of neighborhoods like Tall Oaks exist. We fell in love with the community, the quality of homes, and the neighborhood we were promised to raise our family.

Ryan Homes bailed when the going got tough. Other builders have built in our neighborhood, but the city of Monroe has committed to keeping the quality, size, structure, materials, and neighborhood as initially promised to us in 2006. There are not many communities in Monroe with the scale of homes that Tall Oaks has, and to keep the value of our homes intact, we request that you keep it that way.

After many years, the city of Monroe has decided to let Ryan Homes return and build a less-quality home in our neighborhood. We are asking you not to allow this to happen. Make the quality of homes in Tall Oaks as the original development had stated. It is unfair to let Ryan Homes build houses that will devalue our homes.

Our trust in Ryan Homes is null. When we came in 2006, we were promised many amenities that had never happened (a pool, pool house, tot lots, fishing lakes, and walking trails). They want to come back to our neighborhood and build smaller homes on smaller lots with fewer standards, and you are now allowing them back in? Allowing this will certainly devalue our homes! In addition, the city of Monroe has made many of us "jump through hoops" when adding to our homes to continue the building standards from the initial agreement. Is this a fair practice? Take a stand, and do not let this happen. Show those currently living here that you value us and our property values.

Sincerely,
Craig and Lisa Silverglade

From :
Rebecca Hitchcock
435 Granny Smith Lane
Middletown, OH 45044

To:
City of Monroe
Kameryn Jones
Jonesk@monroeohio.gov

Dear Ms. Jones,

I am writing this letter regarding the proposed variance to the development of the Tall Oaks Subdivision being submitted by Ryan Homes. The proposed variance grossly underrepresents the original development plans and the standards by which the original houses built in the Tall Oaks Subdivision were held to before, during and after construction. The subdivision is one of the premier subdivisions in the Monroe Local Schools area and is upheld by city residents who take pride and have a vested interest in ensuring their properties are maintained and the values rise vs. decline. The current subdivision is maintained by the Tall Oaks Residents, has high home values for the area and currently does not have a Homeowners Association.

The proposed “product” being presented by Ryan Homes is largely inept in lot size and building requirements vs. the original Tall Oaks building plan that has been followed by the current residents of the Tall Oaks Subdivision. The original lot sizes are larger than most Monroe Subdivision offerings and can accommodate the previous building requirements, including square footage and gables. The proposed lot size and building requirements being offered by Ryan is much lesser than originally agreed upon in 2006 by the city of Monroe and Tall Oaks development. It is unfortunate that such a product and change to the subdivision is being presented to the original homeowners, while I am not opposed to the development of the remaining 111 acres, I believe the agreement that has been in place for close to 20 years should be honored. The proposed changes would bring large change to the development, more negative than positive. I am proponent of the growth in Monroe but I strongly believe this growth should bring value and support the fellow Monroe residents have abided by the agreed upon terms of building in Monroe for many years, standards should not be lessened to increase developer revenue and decrease Monroe homeowners property values, it is truly disheartening that Monroe would entertain these changes as outlined.

The developer that does eventually purchase and complete the Tall Oaks subdivision, remaining 111 acres, should be held to the standards of the current residents. It is concerning that lesser requirements for structures will exist by current resident homes, there are quite a few developed lots listed in Phase 1 and Phase 2 in the Ryan proposal that are concerning. Building materials, lot size, square footage, etc. should remain consistent with the Tall Oaks agreement that was followed by the owners in this neighborhood. I have many remaining questions and request clarity of the following:

- What are the exterior requirements for brick, stone, similar building materials? 75% of front façade was previously required.
- What are the siding requirements – original only included hardy plank, wood, stucco; vinyl was prohibited?
- What is the gable requirement, for front facing gables? Minor gables? Main gables?
- What is the square footage requirement for single story? Two story?
- Are the previous residents grandfathered in to prevent HOA oversight?
- Why is the proposed walking trail located over a utility easement, gas line?
- What is the starting home price for the proposed “product” from Ryan?
- What is the average home price for the proposed “product?”
- Why would residents be presented with a product that lessens the standards previously agreed upon?

I look forward to further discussing this proposed change and am hopeful Monroe Planning and Council will do what is best for the current residents vs. a “subpar” developer such as Ryan Homes.

Thank You,

Rebecca Hitchcock

Janna and Chea Proctor 80 Tall Oaks Dr.
Middletown, OH 45044

April 4, 2025

City Council Members and
Members of the Planning Commission
City of Monroe
Monroe, OH 45050

Subject: Concerns Regarding Proposed Redevelopment of Tall Oaks

Dear City Council Members and Members of the Planning Commission,

As concerned residents of Monroe, we are writing to express our dissatisfaction with the proposed changes to the planned unit development that significantly deviate from the current building requirements and lot sizes prevalent within the existing Tall Oaks neighborhood. We strongly believe that these changes will negatively impact the character of our neighborhood and the property values of existing homes. A development of this size will also strain the existing infrastructure.

One of the most troubling aspects of this proposed redevelopment is the change in the building requirements and standards that were established with the original development in 2005. The City of Monroe has enforced the existing standards for 20 years, and current residents have adhered to those standards. When we purchased our lot in 2016 and made plans to build a home, the development plans for the additional phases were shared with us. We were given the building guidelines and were told these guidelines would apply to the remaining phases yet to be developed.

According to an article in *Business View Magazine* published in January 2025, Mayor Funk stated that "Growth must be intelligent and measured, with an eye on expanding housing options to attract new residents while ensuring that current infrastructure can support this growth." The article also shared information about new housing developments already approved by the city. Director of Development Tom Smith shared that a "recent housing development spearheaded by Grand Communities, LLC, supports this effort [of addressing housing diversity] with approximately \$130 million of private investment to create 219 homes." The proposed redevelopment adds an additional 191 single-family lots to the existing 35 lots, for a total of 226 single-family homes within the Tall Oaks community. One could argue, should the redevelopment changes be approved, that it would not align with the "intelligent and measured growth" our city leader's desire. Rather, it would provide more of the same.

Reducing the current building requirements and standards, in addition to reducing the lot sizes, not only devalues the current homes but also alters the visual and structural harmony of our neighborhood. It raises concerns about increased density, congestion, and strain on local

infrastructure. The redevelopment plan allows for only one entrance from Tall Oaks to Route 4. Has there been discussion or a plan to address the additional traffic in and out of the neighborhood onto an already busy highway? Could this redevelopment be adding yet another dangerous intersection to the City of Monroe? City Manager Larry Lester has stated that the city has a "great partnership with Monroe Local Schools." Have our school leaders been notified of the planned redevelopment, and are they in support of the proposed changes? Our schools are already facing challenges with space and capacity and increasing the population without adequately addressing these issues could negatively impact the quality of education for our children. Overcrowded classrooms can hinder student learning and strain resources, which is detrimental to the future of our community.

We urge the Planning Commission and City Council to carefully reconsider the implications of approving the proposed redevelopment. It is vital to maintain consistency in building requirements to preserve the unique character of the Tall Oaks neighborhood and protect the investments of current homeowners. Keeping the current Tall Oaks requirements and standards in place would not only cater to a broader demographic but also enhance the city's appeal as a desirable place to live. High-quality, spacious homes contribute positively to the local economy. We strongly encourage our elected officials to listen to their constituents and take a stand against more of the same by upholding the current standards.

Should the city decide to approve the redevelopment, we are of the opinion that the existing residents of Tall Oaks should not be required to enter an HOA or adhere to additional standards set forth by Ryan Homes. Phase 1 isn't included in their proposed planting plan, nor should Phase 1 be included in their HOA.

We appreciate your attention to not only our concerns but also the concerns of other residents regarding the proposed redevelopment plan of the Tall Oaks neighborhood.

Sincerely,

Janna and Chea Proctor
Residents of Monroe
80 Tall Oaks Dr.

Kelly and Kathy Farrell

62 Tall Oaks Drive

Middletown, OH 45044

K3farrell@gmail.com

April 1, 2025

Dear Kameryn Jones,

I hope this letter finds you well. I appreciate you taking a little time today to review our concerns with the proposed PUD amendment Ryan Homes is presenting for the Tall Oaks subdivision. We built our home in 2016 in this subdivision due to the lot size, building square footage and building material requirements. Also, the overall beauty of the Tall Oaks subdivision with its' wooded lot appeal. We have enjoyed the 9 years of under-development in our subdivision, but welcomed development opportunities that would add to the value, beauty, and overall appeal of our neighborhood. Our expectation, as explained to us when we built in 2016, was that the building requirements were filed with the city and all future development would adhere to the same standards we had. It is very upsetting to hear that a developer wants to come in and change those and the negative impact we could face in property values, as well as overall appearance and value of our neighborhood.

Looking at the proposal it does appear, even though there are two roads that connect the two sides of the subdivision, there are two distinct sides to the Tall Oaks subdivision. Phases 1, 2, and 3 being one side and phase 4 and 5 the other. I ask for your consideration in keeping the current building standards in place for phase 1, 2, and 3. For the overall quality of Tall Oaks, I would like for all phases to be held to the current building standards, but I would be accepting of a change to phase 4 and 5 in the spirit of cooperation. With that cooperation though, I would like to see phase 4 and 5 not have road connection to phase 1, 2, and 3 as well as have a different subdivision name. With the changes being proposed, there will be a change in quality and value. That is a truth that can not be disputed.

I ask for your consideration and understanding to our concerns. I urge you to keep the high standards of our neighborhood and the appeal that presents to future buyers.

Thank you for your consideration,

Kelly and Kathy Farrell

Ronald L. and Bonnie G. Frazier

84 Tall Oaks Drive

Middletown, Ohio 45044

April 2, 2025

Dear Kameryn Jones,

We are writing in opposition to the Ryan Homes' new PUD Amendment proposed in the Tall Oaks neighborhood. We are not opposed to the neighborhood's progress but rather the devaluation of our home should the PUD Amendment be approved.

It is very upsetting that Ryan Homes wants to lower the standard of the houses it wants to build, decrease the size of the lots, and ignore current Tall Oaks Covenants.

We built our home in the Tall Oaks neighborhood because of the quality of the homes and the standards the neighborhood has in place, which the City of Monroe holds up. We ask you to keep the standards as is and continue building quality homes on the same-sized lots.

Sincerely,

Ronald L. and Bonnie G. Frazier

Jeff and Emily Hendrix
81 Tall Oaks Drive
Monroe, OH 45044

April 1, 2025

Dear Kameryn Jones,

I am writing to express my concerns to the proposed PUD Amendment by Ryan Homes in the Tall Oaks neighborhood. As a Monroe and Tall Oaks resident for 10 years, I am invested in ensuring that any new development maintains the integrity and quality of homes that were initially built here. It is of the utmost importance that any future development upholds the building standards that have contributed to the uniqueness and value of our neighborhood.

The homes in Tall Oaks were built to a certain standard that reflects the overall aesthetic of the neighborhood. New homes that differ significantly in design, size and materials will not only affect the visual appeal of our neighborhood but will disrupt the unity and character we currently enjoy. I am hopeful any new homes built in Tall Oaks will align with the architectural quality and design principles already established in our neighborhood.

Many homeowners have made significant investments in their properties and there is a genuine concern that the new homes Ryan Homes plans to build will negatively affect property values. The potential for lower quality construction will diminish the overall desirability of the neighborhood, leading to depreciation in home values.

The addition of new homes will also produce an additional strain on local infrastructure, the school system and emergency services. I am concerned that the new development may not adhere to the same level of maintenance and care that the original houses were built with.

A key factor in maintaining the quality of our neighborhood is the sense of community we have worked to build. I believe it is critical that any new developments respect the established quality of our neighborhood and preserve its character. I hope you will take these concerns into consideration as you make your decision.

Sincerely,
Jeff and Emily Hendrix

Edward and Shannon Schul

12 Buckeye Drive

Monroe, Ohio 45044

Schulse11@gmail.com

April 1, 2025

Dear Kameryn Jones,

I hope this letter finds you well. I am writing to express my concerns regarding the proposed PUD amendment affecting the Tall Oaks neighborhood. As a long-time resident, I feel compelled to voice my opposition to this amendment for several reasons.

Tall Oaks is a community that prides itself on offering higher-end housing options that are not readily available elsewhere in Monroe. The proposed changes, which include smaller lot sizes, threaten to devalue our homes and significantly increase traffic in an already congested area. Our local schools are already at capacity, and adding more homes will only exacerbate this issue.

Moreover, the wooded area to the north presents a unique opportunity for the development of premium wooded lots, which would be more appealing to potential buyers. The decision to clear these woods seems unnecessary and counterproductive to the character of our neighborhood. It is concerning that the developers may prioritize profit over the well-being of our community, building homes and moving on without regard for the long-term impact on residents.

Having lived in Tall Oaks for 15 years, I have always envisioned a thoughtful development that respects the original lot sizes and building codes. It is disheartening to see a proposal that suggests splitting these lot sizes in half or more, simply to accommodate more houses. Monroe already lacks a diverse inventory of higher-end homes; it would be a missed opportunity to transform this area into yet another cookie-cutter neighborhood.

I urge you to consider the implications of this amendment carefully. Maintaining the original specifications for lot sizes and home designs will not only preserve the integrity of our community but also enhance its appeal for future buyers.

Thank you for your attention to this matter. I hope you will take our concerns into account as you make your decision.

Sincerely,

Edward and Shannon Schul

From: [Mike Eileen Watkins](#)
To: [Kameryn Jones](#)
Subject: [External Sender] Objection to Proposed PUD Amendment by CKN
Date: Saturday, April 5, 2025 5:19:47 PM

WARNING - This email originated from an EXTERNAL SOURCE. Do not click any links or open attachments unless you can confirm the sender.

April 5, 2025

Attention Kameryn Jones
City of Monroe Development Department
233 S. Main Street
Monroe, Ohio 45050

Subject: Objection to Proposed PUD Amendment by CKN Development LLC

Dear Members of the Planning Commission,

We are writing to express our concern regarding the proposed amendment to the Planned Unit Development (PUD) by CKN Development LLC, which includes reducing current building requirements and lot sizes for the future phases of construction in our neighborhood. We purchased our property on Tall Oaks Drive in 2015 and were among the first to build in this subdivision. Over the years, we have made significant investments to our property, adhering to the standards established in the original development plan approved by the city.

It is our understanding that future phases of construction are to follow these same standards, which is one of the reasons we chose to move our family to this community. The proposed changes to allow for the construction of approximately 200 additional homes, with smaller lot sizes and reduced building requirements, are concerning for several reasons. We believe this will negatively impact the overall desirability of our neighborhood, which was developed with the intention of providing a certain level of space and aesthetic consistency. The decrease in lot sizes and building standards will change the character of the neighborhood, which may not only reduce its appeal but also lower property values. As current residents, we are invested in maintaining the quality and integrity of the Tall Oaks neighborhood. The proposed changes will diminish the value of our homes, which represents a significant financial investment for us.

We respectfully request that you consider the concerns of current residents and take into account the long-term impact that this proposed development will have on the existing homeowners in the Tall Oaks community.

We will be in attendance at the meeting on April 10th and the public hearing on the 15th to further voice our concerns, but would appreciate you noting our response. Thank you for your attention to this matter.

Sincerely,

Mike and Eileen Watkins

**Planning Commission
April 15, 2025 - 6:00 PM
233 South Main Street, Monroe, Ohio**

[AgendaContent]



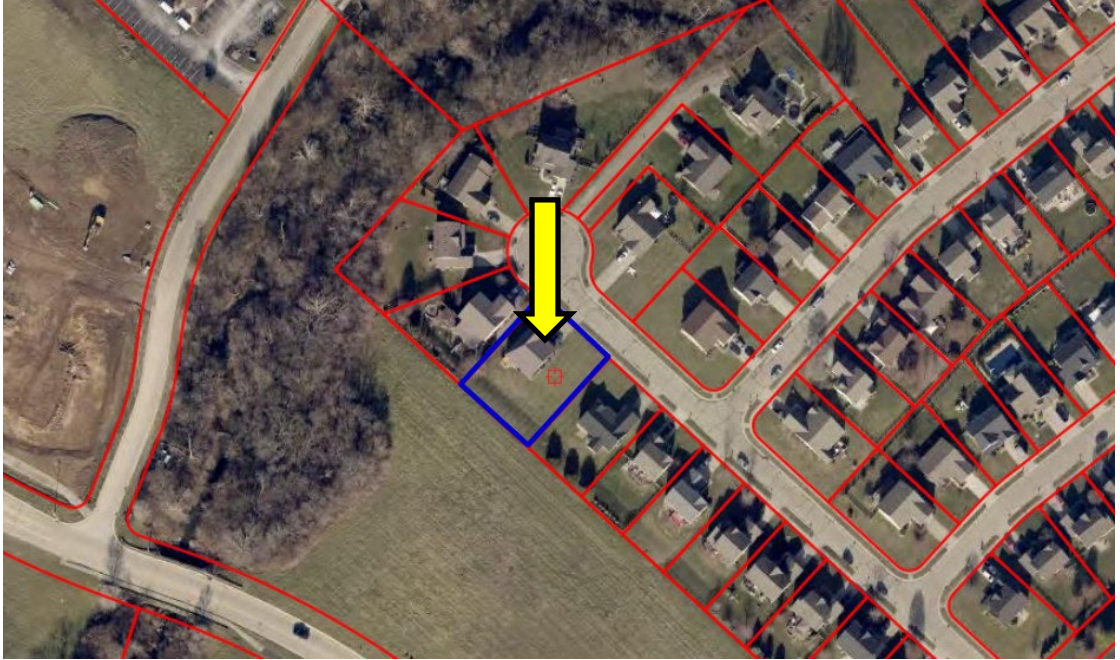
CITY OF MONROE
Inter-Office Correspondence

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

DATE: April 15, 2025
RE: Information Packet for April 15, 2025 Planning Commission Meeting at 6:00 p.m.

I. Case No. 2025-4-2— Public Hearing—Consideration of a Conditional Use Permit for the creation of a Short-Term Rental

- Lori Holthaus has submitted a conditional use application for a proposed short-term rental.
- The applicant is proposing to turn the existing 1,296 square foot single-family dwelling unit into a short-term rental.
- The site is .34 acres zoned SR Suburban Residential PUD.
- The applicant wishes to begin leasing out the home as soon as possible.



Overhead View of Property



Zoning Map of Proposed Site and Surrounding Properties



Looking South towards the home from Bayberry Ln



Looking Southwest towards the home from Bayberry Ln



Looking West towards the home from Bayberry Ln

B. Conditional Use Permit

The following standards shall apply to all conditional uses. Planning Commission shall consider the following standards when making a decision on a conditional use. Staff has provided feedback where applicable.

- The property in question is not being altered as part of the change in use and should not diminish the function of the surrounding neighborhood.

2. ***The proposed conditional use will incorporate provisions for hours of operation, parking and loading areas, driveways, lighting, signs, landscaping, buffering, and other site improvements;***

The proposed short-term rental will have a 3 PM check-in and 11 AM check-out time. The owner/representative stated that the property will be maintained similarly to how it has been as a single-family dwelling unit. The lights are automatic dusk to dawn and there will be no signage.

3. ***The proposed conditional use must have adequate public services (e.g. streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, and police and fire protection) available without the reduction of services to any existing uses;***

The property has a driveway for off-street parking, access to the sidewalks and has all the standard utilities. The owner/representative stated they will ensure the trash is put out and taken in on collection days. The change in use will not reduce any services already provided to the property.

4. ***If, in the opinion of Planning Commission or City Council, the conditional use becomes a nuisance, the Conditional Use Permit may be recalled for further review, which could lead to the need for additional conditions, restrictions, or the revocation of the permit;***

The owner/owner representative is aware that the permit may be revoked by the Planning Commission/City Council if the conditions of the permit are not met or maintained.

5. ***The proposed conditional use will incorporate design features to sufficiently protect adjacent uses that may include but are not limited to service areas, pedestrian and vehicular circulation, safety provisions, access ways to and from the site, lighting, screening and buffering, fencing, and building placement; and***

The property is not changing as part of the change in use and is functionally similar to a single-family dwelling in terms of the lot design, home placement, off-street parking and lighting.

6. ***The proposed use is compatible with adjacent existing uses. Compatibility shall be expressed in terms of appearance, architectural scale, use and intensity, and features, site design and scope, landscaping, as well as the control of adverse environmental impacts, including noise and lighting, or other undesirable conditions.***

The conditional use will appear as a single-family dwelling like those around it. No exterior or interior alterations are proposed.

C. Additional Review Criteria and Staff Comments:

1. *The proposed occupancy and the size of the property, and whether a smaller occupancy level is appropriate:*

The applicant has indicated the home has three bedrooms. The applicant has stated that the rental agreement will state that there will be no more than 8 overnight guests allowed, indicating 2 occupants per bedroom plus 2 occupants for 1 pull-out couch.

The zoning code allows no more than 2 guests per bedroom on the site. The pullout couch cannot be considered and the maximum occupancy for the short-term rental unit should not exceed 6 based only on the number of bedrooms.

2. *Setbacks and proximity to other dwellings:*

The setbacks of the property are appropriate and are similar to the surrounding single family dwelling units.

3. *Rental regulations (such as no large parties, no extra guests) imposed by the owner and the degree of owner involvement in property management:*

The applicant has indicated that an agreement will be created and will include no weddings and no large parties. In addition, there will be outside cameras on the property for monitoring. An electronic keypad lock will be managed by owner/owner representative.

4. *Occupant access to waterways and other environmentally sensitive areas:*

There is no direct access to waterways or environmentally sensitive areas from the property. The property is similar to the surrounding neighborhood in its proximity to Coldwater Creek.

5. *Vehicle access and onsite parking and the number of parking spaces available:*

The property has a driveway that can hold approximately 4 cars.

6. *Compliance with all state, county, and city ordinances, laws, rules, and regulations including the City's building and fire codes.*

The home was approved by zoning and building as a single-family dwelling unit and does not have any previous or current violations.

D. Public Comments:

- John Heinkel, 85 Bayberry Ln, called asking for additional information regarding the conditional use.
- Ben Toney, 80 Bayberry Ln, called asking for additional information regarding the conditional use.

E. Department Comments

- **Fire Department:** No comment.
- **Police Department:** No comment.
- **Engineering/Public Works Department:** No comment.

F. Staff Recommendation

- Staff recommends approval of the Conditional Use application with the following conditions:
 1. The short-term rental unit rental agreement shall meet code requirements and state the maximum number of guests allowed on the premises shall be no more than 2 per bedroom on the site.

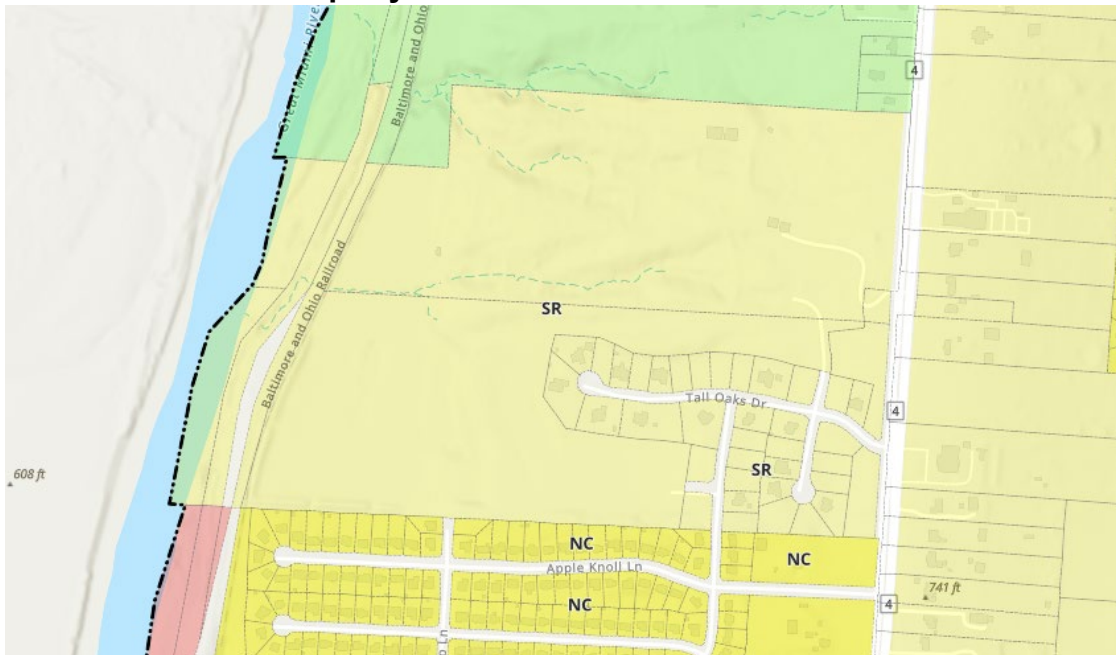
II. Case No. 2025-4-3— Public Hearing—Consideration of a PUD Amendment to the Tall Oaks Planned Unit Development

A. Background

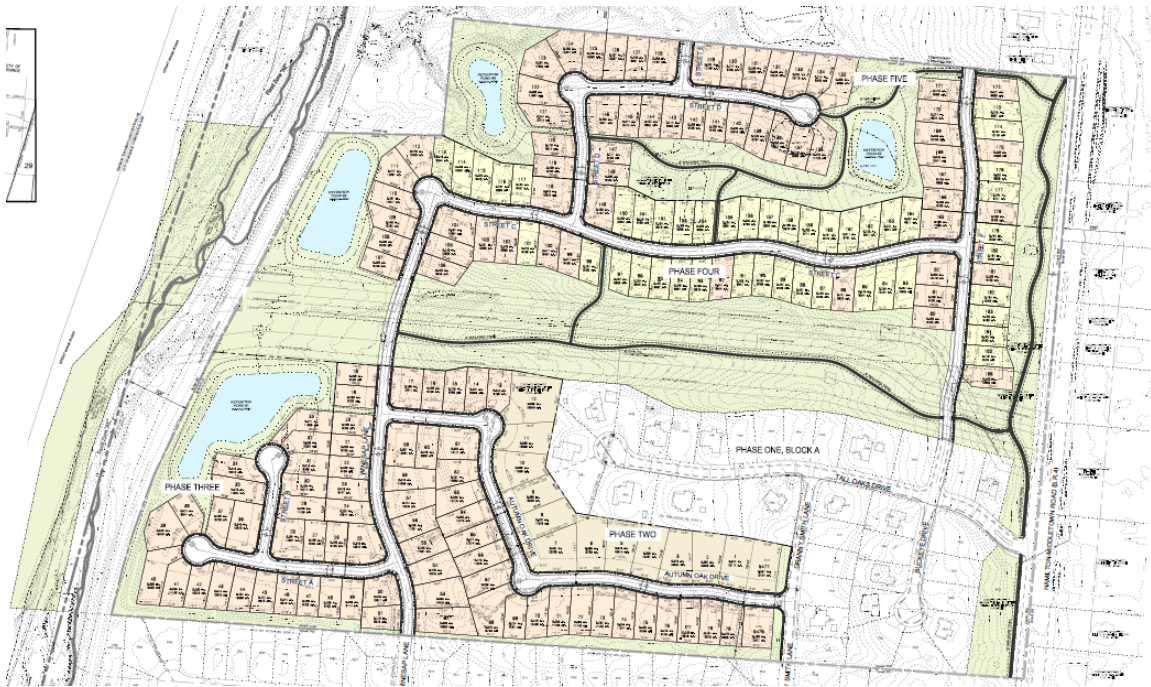
- CKN Development LLC has submitted a PUD Amendment to alter the existing Tall Oaks Planned Unit Development.
- The applicant seeks to complete the remaining 114 acres of the Tall Oaks subdivision with an overall total of 227 lots and requests modification to the original subdivision layout, lot sizes, setbacks, and architectural requirements as part of their development.
- The original Tall Oaks PUD was approved in 2006 and specified a maximum of 200 lots and made specific provisions for minimum lot size, building setbacks, and specified Ryan Homes as the approved builder. In 2008, the agreement was amended to universalize the architectural criteria. The original PUD and its amendment are attached for reference.
- The site is presently zoned SR Suburban Residential PUD.



Overhead View of Property



Zoning Map



Proposed Development Plan



Facing West onto Autumn Oak Drive



Facing North on Buckeye Drive



Southbound Route 4

B. Staff Comments

Planning Commission considers the following review criteria from *1202.07 Planned Unit Development*, *1207.16 Master Development Plan*, and *1207.23 Zoning Map Amendment*. Staff has provided feedback where applicable.

1202.07 Planned Unit Development

A. Purpose. The purposes of the Planned Unit Development (PUD") district are:

1. Ensure Against Misuse. To establish standards to ensure against misuse of the increased flexibility.

2. Redevelopment. To generate the reuse or redevelopment of sites where an orderly change of use is determined to be desirable, especially where reuse is restricted because of existing nonconformities, physical development, or the constraints of conventional zoning standards.

The Tall Oaks subdivision, initiated in 2006, was intended to be built over several phases not to exceed 200 lots. Only the first phase was built, with 15 single-family homes constructed to date, with several homes built across two or more lots.

As stated by the applicant, additionally, the size of the gas and electric easements splitting the property have increased, rendering some of the original layout unachievable. City requirements related to stormwater detention also impact the practicality of the old layout.

3. Land Use Compatibility. It is further intended that development permitted pursuant to this Section be laid out so that proposed uses, buildings, and site improvements relate to each other and to adjoining existing uses and to the public realm in such a way that they will be compatible, with no material adverse impact of one use on another.

4. Flexibility and Innovation. To allow regulatory flexibility to clearly achieve:

a. Development that is in accordance with the City's Comprehensive Plan;

There are parts of this proposed development that do and do not support the goals of the comprehensive plan. For example, this development significantly contributes to connectivity efforts both interior to the subdivision as well as along the perimeter along Route 4. However, the subdivision does not contribute to housing stock diversity on either end of the spectrum.

b. Economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities;

c. Protection and preservation of natural resources and natural features;

From the submitted landscape plan, there appears to be areas of existing vegetation to be kept intact with this project.

d. Creation of useful open space particularly suited to the proposed development and the parcel on which it is located; and

The network of trails proposed runs throughout the subdivision and in some areas is located within existing vegetated areas. The applicant utilizes the area unbuildable for homes to extend a significant portion of the trail east to west.

e. Appropriate development to satisfy the needs of residents of the City of Monroe.

B. Eligibility. A PUD district is only permitted where the proposed design could not be largely or substantially achieved using conventional zone districts or PZC standards, including available tools allowing flexibility within those districts.

There is already a PUD in place. This is considered an amendment to the PUD.

C. Purposes Not Intended. The PUD district shall not be used for the sole purpose of circumventing the requirements of this Code, securing an agreement between an applicant and nearby property owners to receive zoning approval, or assigning responsibility to the City for private deed covenants or restrictions.

The application submitted is to amend the 2006/2008 PUD agreement.

D. Permitted Uses. The permitted uses within the PUD shall be based on the underlying base zoning district. If an applicant wishes to incorporate uses other than those permitted in the underlying base district, the applicant may request a change of the underlying base zoning district in concurrence with the procedure during the zoning map amendment process for the PUD as established in Section 1207.23, Zoning Map Amendment. No such change in the underlying base zoning district shall be approved without concurrent approval of a Master Development Plan. Written notice of such decision shall be provided to the Director, and any such development shall be subject to the requirements of Section 1207.16, Master Development Plans, and paragraph F below.

This application does not seek to change or add any permitted uses. Single-unit detached homes are permitted in the underlying base zoning district.

E. Areas of Flexibility Permitted. Each PUD application may request only the following types of adjustments from the underlying base zoning district standards as regulated in Article 02.02, Residential Zoning Districts or Article 02.03, Mixed Use and Nonresidential Zoning Districts:

- 1. Adjustment of minimum lot sizes;*
- 2. Adjustment in residential development density;*
- 3. Adjustment of building setbacks;*
- 4. Additional types of bufferyards not specified in Section 1204.21, Bufferyard Landscaping; and*
- 5. Additional types of housing not specified in this PZC.*

The applicant requests an adjustment in lot size from 15,000 SF in the current PUD to an absolute minimum of 8,450 SF. The proposed density is higher as the overall number of lots will increase from 200 to 226 total. The overall side yard setbacks between structures will change from 30 FT between structures to 15 FT between structures. The minimum side yard setback to the property line will remain a minimum of 5 FT.

F. Development Standards.

- 1. Generally. Development requirements for each separate PUD district shall be set forth in the ordinance granting the PUD district or the concept plan attached to the ordinance and may include, but not be limited to, uses, density, lot area, lot width, lot depth, yard depths and widths, building size, building height, building elevations,*

coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, management associations, and other requirements as the Planning Commission and City Council may deem appropriate.

The applicant has submitted the proposed development plan, landscape plan, and elevations to be incorporated into the PUD.

2. Conformance with the PZC. The PUD district shall conform to all other sections of this PZC unless specifically excluded in the granting ordinance.

The application meets this requirement.

3. Size.

a. Minimum Acreage. The minimum acreage for a PUD district request shall be three acres for non-residential development and ten acres for residential development.

The application meets this requirement.

b. Exceptions. The Planning Commission may allow an application for smaller project areas if such land is found to be suitable for a PUD by virtue of its unique historical character, topography, unique use, or other natural features, or by virtue of its qualifying as an isolated problem area.

The application meets this requirement.

4. High-Density Residential Uses. For high-density residential developments, a common civic and open space shall be designated for the leisure and recreational use enjoyment of the occupants and general public. Except as provided below, the open amenity space shall be no less than required for a similar development as set forth in Article 02.02, Residential Zoning Districts. This requirement may only be varied downward by the City Council when the installation of private recreational open space or where the availability and nature of adjacent and accessible public open space is such that a lesser amount would adequately accommodate the development.

This development would not be considered high-density.

5. Mixed and Nonresidential Uses. For mixed-use and nonresidential developments, common civic and open spaces shall be designated for the enjoyment of the general public or, in the case of industrial developments, the employees. Except as provided below, the civic and open space shall be no less than required for a similar development as set forth in Article 02.03, Mixed Use and Nonresidential Zoning Districts. This requirement may only be varied downward by the City Council when installation of private recreational open space or where the availability and nature of adjacent and accessible public open amenity space is such that a lesser amount would adequately accommodate the development.

This is not a mixed-use or non-residential development.

6. Site Layout. The subject property is laid out in an efficient manner relative to the natural and built environments and designed to achieve the aims of a compact, highly walkable environment;

The original intent of the Tall Oaks subdivision, as well as the current zoning designation of SR Suburban Residential, are not intended to compact or urban form. In part due to the constraints of the property and the way it has developed thus far, the subdivision shows longer block lengths and more cul-de-sac streets than currently permitted and therefore will not be as well connected as would be desired. However, the network of sidewalks and trails contributes to a pedestrian friendly environment.

7. Building Form and Massing. The placement, arrangement, size, and relationships of buildings relative to streets, pedestrian and civic spaces, and one another create an urban environment;

See *Site Layout* above. The original intent of the Tall Oaks subdivision, as well as the current zoning designation of SR Suburban Residential, are not intended to create an urban form.

8. Walkability. There are trail and sidewalk connections within and between buildings, civic spaces, parking areas, transit areas, and to adjacent development; there are amenities and other pedestrian improvements; and the proximity of origins and destinations both internal and external to the development must be such that walking and bicycling are safe and viable modes of transportation;

The applicant has incorporated connectivity with an 8 FT walking trail through the subdivision, one of which is designed around a retention pond. The trail widens to 10 FT along the subdivision frontage on State Route 4, which could serve future connections external to the development. No other formal amenity space such as playground, pavilion, etc. is provided.

Staff requests a calculation of the open space (excluding easements) and formal space.

9. Undeveloped Space. Together with the developed areas, the undeveloped spaces devoted to natural resource preservation, buffering of uses, and for passive and active use must be connected and continuous throughout the development;

As mentioned, there is a significant area of the property with gas lines and overhead powerlines with their associated easements. This renders that area largely undevelopable except for some pavement within strict parameters.

The landscape plan shows areas of existing vegetation proposed to remain. There is a significant line of existing trees and vegetation along the southern border, along the frontage on Route 4.

10. Complete Streets and Parking. All private and public streets must be designed for multi-modal use, including vehicular movement, on-street parking, and safe use for pedestrians and bicyclists. Parking is required to be well distributed and designed to create an urban streetscape;

The proposed development is in a lower-density suburban context. The current layout shows streets that meet City specifications in terms of street width, sidewalks, and includes a trail network for multimodal use. The streets can accommodate on-street parking in addition to off-street parking available for each lot.

11. Phasing. The development must be phased in a manner that assures an adequate mixture of residential and non-residential land uses and allows for transition from the early phases to completion, relating to the intensity of uses and parking; and

The applicant has proposed four phases in addition to the already platted Phase 1. It appears all phases will maintain necessary access throughout the duration of construction.

12. Quality Design. The design of buildings and hardscape and landscape areas help to establish visual interest, aesthetic appeal, and a unique identity for the development, including as key considerations human-scale amenities, integration of civic spaces for public interaction, and protection from the environmental elements.

The submitted landscape plan shows street trees as required throughout the development area. There is a landscaped area at the entrance of Phase 2 along Granny Smith Lane.

The landscape plan appears to show areas of existing vegetation proposed to remain throughout the subdivision, notably along the southern border shared with the Applegate neighborhood. Staff would recommend retaining as much existing vegetation in this area as possible to buffer between neighborhoods.

1207.16 Master Development Plan

- *Site Layout. The development is laid out in an efficient manner relative to its context and location (natural and built environments) and designed to achieve the aims of a compact, highly walkable environment;*

See above under *Site Layout*.

- *Quality Design. The design of buildings, circulation, hardscape, and landscape areas help to establish functionality, visual interest, aesthetic appeal, and a unique identity for the development including human-scale amenities, integration of civic spaces for public interaction, and protection from the environmental elements;*

See above under *Quality Design*.

- *Phasing. The development is phased in a manner that assures an adequate mixture of residential and non-residential land uses and allows for transition from the early phases to completion, relating to the intensity of uses and parking; and*

See above under *Phasing*.

- *Single Site Design. All properties within a single site must be contiguous and immediately adjacent to one another or be the subject of additional development plans and filing fees.*

The project under review contains multiple parcels all contiguous to one another.

1207.23 Zoning Amendment— Planned Unit Development

- Common Review Criteria. All applicable common review criteria as denoted in Table 1207.07-1, Common Review Criteria;
- *Balanced Community. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;*

This residential development provides for all single unit detached homes at varying lot sizes from 65 FT to 90 FT wide.

- *Arrangement of Land Uses. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;*
- *Amenity Offset. Each proposed modification of any subdivision or zoning regulation is compensated for by a significant increase in other site amenities or design element that exceeds the minimum requirements established;*

Based on the current zoning code, there are two subdivision regulations waivers requested:

1. Limitations on the Number of Cul-de-sac Streets. When used, the total number of lots on cul-de-sac streets shall not exceed more than 20% of lots in subdivisions unless an exception is granted by the City Engineer.
2. Residential Blocks. The maximum block length for a residential subdivision in the RR, SR, GR, NC, and GR zoning districts shall not exceed 800 feet measured along the centerline of the block (along the rear property lines).

Based on the current zoning code, there are the following zoning regulation waivers requested as part of this PUD:

1. The minimum floor area in the existing PUD is 1,900 for single-story homes and 2,400 for 1.5 and two-story homes. The minimum floor area per the current code is 1,800 SF. The minimum floor area requested as part of this application is 1,421 SF. The applicant has agreed to maintain the existing PUD floor area minimums in Phase 1.
2. The minimum lot size in the existing PUD is 15,000 SF, except for two lots. The minimum lot size per the current code is 21,780 SF (1/2 acre) for conventional development with at least 15% open space and 7,500 SF for conservation development with at least 50% open space. The minimum lot size requested with this application is 8,450 SF.
3. The minimum lot width shown in the existing PUD plan is 90 FT. The minimum lot width permitted in the base zoning code is 100 FT in conventional development and 75 FT in conservation development. The requested minimum lot width is 65 FT.
4. The minimum front yard setback in the existing PUD is 40 FT, the minimum allowed by base code ranges between 25 and 40 FT depending on development type. The proposal shows both 30 and 40 FT front yard setbacks. The minimum side yard setback in the existing PUD is 5 FT and the minimum separation between homes ranges from 20 to 30 feet depending on garage placement. The minimum rear yard

setback in the existing PUD and current code is 30 FT. The applicant has requested 25-30 FT depending on lot size.

5. The existing PUD specified architectural criteria regarding roof pitch, gables, overhangs, and material types (see attached PUD for reference). The base code requires a minimum overall roof pitch of 5/12 and 4/12 for front porches; does not require gables; requires 12" overhangs on all exterior walls; and does not specify percentages of material types. The application requests modification of these requirements to accommodate the models submitted.
- *Comprehensive Transportation System. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, that shall include facilities for roadways, trails, and pedestrian walkways;*

There are separated multi-use pathways. The proposed project includes 5 FT sidewalk along both sides of the street except for where it is one-sided on Winesap and Buckeye/Street F as the streets pass over the easement areas. Staff requests more information as to why sidewalks cannot be placed on both sides of the street in this area.

- *Cultural or Recreational Facilities. The provisions of cultural or recreational facilities for all segments of the community;*

The development plan shows for trails but does not show other recreational facilities.

- *Relationship to Natural and Built Environment. The location of general building envelopes to take maximum advantage of the natural and built environment; and*
- *Public Utilities, Facilities, and Services. The staging of development in a manner that can be accommodated by the timely provision of public utilities, facilities, and services.*

As previously mentioned, the applicant shows four phases in addition to Phase 1. It appears all phases will maintain necessary access throughout the duration of construction. Both water and sewer will be provided by Butler County, with stormwater managed by Monroe.

C. Public Comments:

- Letters have been included in Planning Commission's packet from the following in response to the public hearing:
 1. Mike and Eileen Watkins, 85 Tall Oaks
 2. Edward and Shannon Schul, 12 Buckeye
 3. Jeff and Emily Hendrix, 81 Tall Oaks
 4. Ronald and Bonnie Frazier, 84 Tall Oaks
 5. Kelly and Kathy Farrell, 62 Tall Oaks
 6. Jana and Chea Proctor, 80 Tall Oaks
 7. Rebecca Hitchcock, 435 Granny Smith
 8. Craig and Lisa Silverglade, 88 Tall Oaks

D. Department Comments

- **Fire Department:**
 1. The applicant has shown a temporary turnaround required for emergency services at the terminus of Street F. This turnaround must meet all code (Fire, Engineering,

Zoning, etc.) requirements for size, pavement type, barricade and signage requirements.

2. Fire reserves the right to comment during future submittals.
- **Police Department:** No comment.
- **Engineering/Public Works Department:**
 1. Applicant should consider a second access point on Route 4 at Street C.
 2. In place of an access point off Route 4, a second stub to the north on Street F is required. *The applicant has revised plans to show a second stub at Street F.*
 3. Traffic calming solutions (mini roundabout, street narrowing, etc.) will be explored in future submittals for longer blocks and at intersections of streets including Street C, Street F, and Winesap (ex: Winesap/Autumn Oak, C/D, C/F).

E. Staff Recommendation

- To summarize, Planning Commission should consider the following issues:
 1. Buffering— Based on public comment received, there is a concern about screening and privacy between the existing neighborhoods and the new. As such, Staff suggests the applicant identify clearing limits on their plans to show preservation of as much existing vegetation as possible or plans for new buffer landscaping/mounding, particularly at the southern border with the Applegate subdivision, between Phase 1 and Phase 4 of Tall Oaks, and any other areas as determined Planning Commission.
 2. Amenity Offset— Part of Planning Commission’s task is to weigh the requested waivers (summarized in this report) against any design or amenity elements in which the project significantly exceeds the minimum requirements. The applicant calculates nearly 27% open space above the 20% required for PUDs. The applicant calculates 21% formal open space above the 5% required for PUDs.
 3. Design Criteria— Planning Commission should consider whether to alter the design criteria as requested by the applicant and if so, where the new design criteria would apply.

As mentioned previously, the applicant has agreed to maintain the existing PUD floor area minimums in Phase 1 but is requesting the models submitted be permitted in Phase 1.

Staff does not support modifying any design criteria to less than what the base code permits.

4. Lot Dimensions— Similar to design criteria, Planning Commission should consider whether to approve the decrease in lot size, setbacks, and width and where appropriate, if approved. The proposed plan shows the 12 lots on the north side of Autumn Oak directly abutting Tall Oaks Phase 1 as remaining 90 FT wide, 15,000

SF lots as originally planned. The remaining lots in Phase 2 and Phase 3 are all proposed as 70 FT wide and 9,100 SF.

There is considerable separation between the southern portion of the development and Phase 4 and Phase 5 to the north, which may make for a more natural transition to a different type of housing. The applicant has proposed lots in this area to vary between 65-70 FT wide and 8,450-9,100 SF in area.

- In applications for Planned Unit Developments and their amendments, Planning Commission acts as a recommending body to City Council.
- Planning Commission may table the application, recommend approval, recommend approval with conditions, or recommend denial of the application.
- Should Planning Commission make a recommendation for approval to City Council, Staff recommends the following conditions:
 1. The applicant will provide sidewalk on both sides of the road on Winesap and Buckeye/Street F in the area crossing the gas easements unless documentation specifically prohibiting it is provided.
 2. The applicant will submit a plan identifying clearing limits to preserve as much existing vegetation as possible or incorporating new buffer landscaping/mounding as determined by Planning Commission.
 3. For Phase 1, the existing PUD design criteria, floor area minimums, setbacks, and lot size/dimensions shall remain intact.
 4. For Phases 2-5, the PUD may be modified for setbacks as requested.
 5. For Phases 2-5, the PUD may be modified to permit only the models submitted that meet minimum base code standards for architectural criteria and minimum floor area.
 6. All other department comments will be met.



Application for a Conditional Use Permit

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

For Staff Use Only

Submittal Date: ☐ 2/10/25

Date Application Determined Complete:

Date of Planning Commission Review:

Fee Paid: ☐ \$30

Staff Initials: ☐ G

Application/Case Number: ☐ 20250045

Conditional Use Permit Review Information

1. The conditional use permit review procedure and review criteria are established in Section 1207.20 of the Monroe Planning and Zoning Code.
2. Some conditional uses may be subject to use-specific standards in addition to the general review criteria for all conditional uses. Such use-specific criteria will be identified in Section 1203.05.
3. If the applicant is proposing a development that will also require a site plan review, such review shall occur simultaneously and the applicant shall submit a site plan review application.
4. The Monroe Planning Commission reviews all conditional use permit applications.
5. The application fee for a conditional use is due at the time the application is submitted.

Basic Project and Site Information

Project Address: 79 Bayberry Ln Monroe, OH 45050

County: ☒ Butler ☐ Warren Total Lot Area:

County Tax Parcel ID: PUD-8 Monroe Crossings

Project/Development Name: Monroe Crossings

Existing Zoning District: SR Suburban Residential

Proposed Use: ☒ Residential ☐ Commercial ☐ Office ☐ Industrial ☐ Public or Institutional Use
☐ Mixed Use

Applicant Information

Applicant Name: Lori Holthaus

Contact Person: Lori Holthaus

Contact Address: 6512 Redmont Ct Liberty Township, OH 45044

Contact Phone Number: 513-236-7336

Contact Fax Number:

Contact E-Mail: loholt@n@gmail.com

Property Owner Name: Velma C Lough

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.

Project Address or Tax Parcel ID:

Conditional Use Permit Information Continued

2) Please describe, in detail, the proposed use of the site:

Short-term, long-term rental

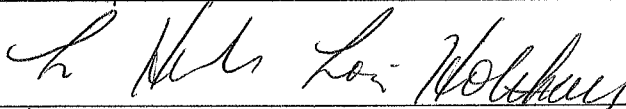
3) Describe how the proposed use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.

4) Describe how the proposed use addresses applicable conditional use standards in Section 1203.05.

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 conditional use application and any subsequent zoning permit or other review applications.

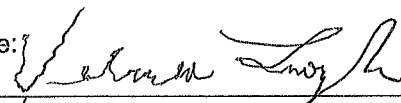
Print Name: Lori Holthaus POA

Signature: 

Date: 2/7/25

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.

Print Name: Velma Lough

Signature: 

Date: 2/7/25

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

Digital Submittal Requirements

- ☐ All document applications shall be submitted in a compatible electronic format to planning@monroeohio.gov.

General Information

- ☐ Application fee.
- ☐ Plans and maps at a scale no smaller than 1 inch = 100 feet. Paper copies may be required based on project specifics. *See Submittal Requirement Checklist for Site Plan Review application.*
- ☐ Traffic Impact Study, if required by the City Engineer.
- ☐ Any additional information determined to be necessary by the Development Department
- ☐ Final mylars and digital files of all maps and plans will be required after approval

Note: Any addition or alteration of landscaping, lighting, or parking will require a site plan review and the applicant shall be responsible for completing the site plan review application and submitting the necessary information.

Existing Conditions Map

- ☐ All existing zoning district classifications on the site and adjacent to the site
- ☐ Parcel boundaries of all parcels adjacent to the site
- ☐ Names of all subdivisions and property owners of lots adjacent to the site
- ☐ Location of existing buildings, structures, curb cuts, parking and loading areas, lighting fixtures, outside trash storage facilities, fences, outdoor display or storage, and other built or impervious surfaces.
- ☐ Location of existing vegetation (general location) to be maintained

Page 2 Conditional use permit information

2. Please describe in detail the proposed use of the site

Short term rental

- a. Renter will not stay more than 30 consecutive days in duration
- b. 3 bedroom. Maximum number of guests: 6
- c. Signs: No signs
- d. Insurance: State farm renter insurance. See attached
- e. Additional review:
 - i. Max guests: 6
 - ii. Dwellings per lot plan, neighborhood. Larger lot r/t open space for pipeline on left side of property, open space behind property
 - iii. Agreements will include no weddings, no large parties. Outside cameras on property for monitoring. Electronic keypad lock managed by owner representative. Lawn, outside landscaping managed by paid contractor on set schedule, cleaning by owner representative.
 - iv. No access to waterways or environmentally sensitive areas
 - v. 2 car driveway, available on-street parking. No access to the garage
 - vi. Compliance with all codes, fire extinguishers on site. No basement access.

9. Short-term rental

a. Generally

- i. Owner owned and managed by owner representative
- ii. Do not live on property. Agreements for maximum number of days: 120 per calendar year. If owner or representative staying on property during the stay: no limitation on the number of days in a calendar year can be used for short term rental

b. Zoning permit

- i. short term rental: in the process of application
- ii. zoning permit will be issued to the owner of the property if ownership changes, permit will expire and non-transferable, but may be managed by a third party on behalf of the owner

c. Location

- i. no non-owner occupied STR shall be located within 500 feet of another non- owner occupied STR. Will defer to planning commission to determine

ii. No non-owner occupied STR shall be located in the RR, SR, NC, and GR zoning districts: will defer to planning commission to determine

d. Operational Standards: All STR owners and tenants shall comply with the following rules and regulations:

to be included in rental agreement all items in Chapter 1203. Pag 155 items i-viii.

Specifically: no large gatherings, no commercial use, no meal preparation for or served by owner or owner's agents. House with own standard residential kitchen for tenant use. No parking outside of driveway or street.

Owner representative lives locally and will be available at all times by phone or security alarm/camera alert and able to respond within 1 hour for any complaints or concerns or operation of the STR or alarms on property. If the designated person by the owner changes, the owner/owner representative shall update the permit on file within 3 days.

Maximum overnight occupation of STR will be limited to 2 occupants per bedroom, plus an additional 2 occupants per dwelling unit. Maximum overnight occupancy per dwelling unit shall be 15 occupants. The rental agreement will state no more than 8. 3 bedrooms with a pull out couch available in the living room area for a maximum of 8 guests.

Page 2 #3 harmonious with the existing, general vicinity

3 bedroom, ranch home, 2 car driveway. No physical changes to the property. In an established subdivision.

Page 2 #4. Section 1203.05

A. Purpose

B. Applicability

C. Timing: established dwelling

D. Hours of operation: Per rental agreement: Hours of operation for overnight guests. Check in 3p and check out 11a. Parking in designated driveway and available on-street parking. Outside lighting are dusk to dawn light fixtures that come on and off automatically, porch and outside driveway lights, back light, landscaping maintained per paid company on routine schedule. All utilities turned on and paid for by owner/owner representative. Within the city or Monroe for city services for fire/police/waste disposal. Setting out trash cans and return of trash cans to the inside of the property on designated trash collection days will be the responsibility of the owner representative.

Owner/owner representative are aware that the permit may be revoked by the planning commission/city counsel if the conditions of the permit are not met or maintained.

SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	79 Bayberry Ln Monroe OH 45050-2521	\$297,000	\$10,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index:	241.8
Cov B - Consumer Price Index:	315.3

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$2,500

SPECIAL DEDUCTIBLES:

Equipment Breakdown:	\$2,500
Money and Securities:	\$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Back-up of Sewer or Drain	\$10,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%



ST-2
0323-2000
3185564332

Coverage	Limit of Insurance
Money Orders and Counterfeit Money	\$1,000
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Dependent Property - Loss of Income	\$10,000
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	79 Bayberry Ln Monroe OH 45050-2521

SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
Motel Watercraft Liability	Included
Aggregate Limits	Limit of Insurance
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4235.2	Amendatory Endorsement (Ohio)
CMP-4525	Amendment of Occurrence Definition
CMP-4532	Exclusion - Cyber Incident
CMP-4561.5	Policy Endorsement
CMP-4704.1	Dependent Property - Loss of Income
CMP-4705.2	Loss of Income and Extra Expense
CMP-4706	Back-up of Sewer or Drain
CMP-4709	Money and Securities
CMP-4712	Motel Watercraft Liability
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage

SCHEDULE OF ADDITIONAL INTEREST(S)

Interest type: Mortgagee
 Endorsement number: N/A
 Loan number: 3546332672
 ROCKET MORTGAGE LLC ISAOA
 PO BOX 202070
 FLORENCE SC 29502-2070

FULL NAMED INSURED

Named Insured: VELMA C LOUGH

This policy is issued by the State Farm Fire and Casualty Company.



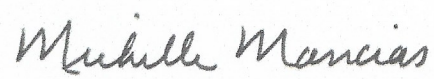
PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



President



Secretary

ST-2
0423-2000
318556432

PO Box 2915
Bloomington, IL 61702-2915



VELMA C LOUGH
C/O: LORI HOLTHAUS
6512 REDMONT CT
LIBERTY TWP OH 45044-8754

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

Randy Wagner ChFC®
Randy Wagner Ins Agency Inc
1167 Eight Mile Rd
Cincinnati OH 45255
Bus: 513-474-4100
Email: randy.wagner.qi9n@statefarm.com

Declarations

Policy number: 95-KA-M017-4

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: November 1, 2024

Expiration date: November 1, 2025

BUSINESSOWNERS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

VELMA LOUGH

ENTITY

Sole Proprietorship-Individual

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Premium: \$1,259.00

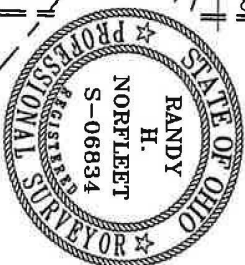
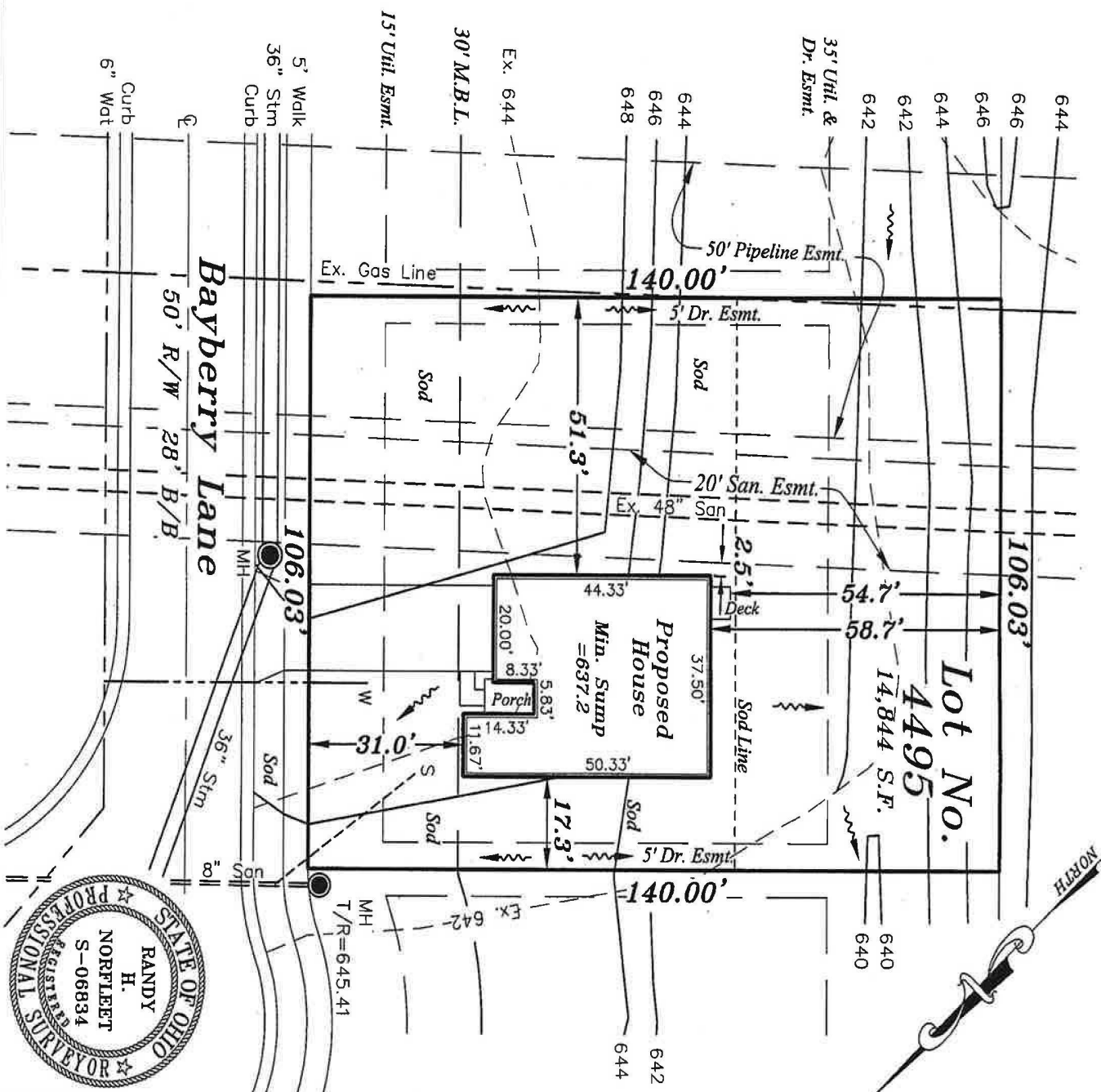
Total Premium: \$1,259.00

Discounts applied:

Business Experience Rating

Age of Building

NOTE: This drawing is based on construction plans and/or record drawings and is not based from a field survey.



Sodded Area = 7,295 S.F.

PLOT PLAN
LOT NUMBER 4495

MONROE CROSSING
PHASE TWO, BLOCK "B"

CITY OF MONROE
BUTLER COUNTY, OHIO

FOR

INNERNESS HOMES

AUSTIN I

THIS DOCUMENT IS PREPARED
FOR BUILDING PERMIT APPLICATION
PURPOSES ONLY.

[Signature]
REGISTERED SURVEYOR
LICENSE NUMBER 6834



NORFLEET, BROWN
& PETKEWICZ INC.
Civil Engineers & Surveyors
228 Byers Road, Suite 301
Miamisburg, Ohio 45342
Ph (937)847-2313 Fax (937)847-2303

SCALE: 1" = 30' DRAWN: J.L.N. CHK'D:
DATE: March 16, 2010 JOB No.: 95-2822