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**MIAMI COUNTY, OHIO**

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## DECLARATION OF SUBDIVISION

ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS

## STONEBRIDGE SUBDIVISION

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VOL 0713 PAGES 45

TABLE OF CONTENTS

ARTICLE I. NEIGHBORHOOD ASSOCIATION ..... 2

    1.1 Organization ..... 2

    1.2 Membership ..... 2

    1.3 Voting Rights ..... 2

    1.4 Administration of Subdivision ..... 2

    1.5 Delegation to Managing Agent ..... 2

    1.6 Rights of Developer ..... 2

ARTICLE II. MAINTENANCE OF EASEMENT AREA ..... 2

    2.1 Easement Areas ..... 2

    2.2 Maintenance of Easement Areas ..... 3

    2.3 Owner's Easement of Enjoyment ..... 3

    2.4 Easement for Maintenance ..... 3

    2.5 Inspection by City of Troy ..... 3

    2.6 Regulations of Easement Areas ..... 3

    2.7 Signage Area Easement ..... 3

ARTICLE III. ASSESSMENTS ..... 4

    3.1 Lien and Personal Obligation of Assessments ..... 4

    3.2 Purpose of Assessments ..... 4

    3.3 Amount of Annual Assessment ..... 4

    3.4 Special Assessments for Maintenance Improvements ..... 4

    3.5 Advancements by Developer ..... 4

    3.6 Commencement and Collection of Assessments ..... 4

    3.7 Effect of Nonpayment of Assessments; Remedies of the Association ..... 4

    3.8 Subordination of Assessment Lien to Mortgages ..... 4

ARTICLE IV. INSURANCE ..... 5

    4.1 Liability Insurance for Easement Areas ..... 5

    4.2 Additional Insurance ..... 5

    4.3 Insurance Costs To Be General Expenses ..... 5

ARTICLE V. ARCHITECTURAL CONTROL ..... 5

    5.1 Creation of Architectural Committee ..... 5

    5.2 Developer Appointments ..... 5

    5.3 Committee Approval ..... 5

    5.4 Rules ..... 5

    5.5 Approval of Committee; How Evidenced ..... 6

    5.6 Responsibility ..... 6

    5.7 Construction by Developer ..... 6

ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY ..... 6

    6.1 Contemplated Annexation by Developer ..... 6

    6.2 Reservation of Right to Amend Declaration ..... 6

    6.3 Consent and Approval for Annexation Amendments ..... 6

ARTICLE VII. PROTECTIVE COVENANTS AND RESTRICTIONS ..... 6

    7.1 Applicability of Zoning Regulations and Ordinances ..... 6

    7.2 Residential Purposes ..... 7

    7.3 Lot Subdivision and Building Sites ..... 7

    7.4. Building Setbacks ..... 7

    7.5. Lot Maintenance ..... 7

VOL 07 | 3 PAGE 546

7.6.	Garbage Containers.....	7
7.7.	Fuel Containers.....	7
7.8.	Signs .....	7
7.9.	Utilities.....	7
7.10.	Landscaping.....	7
7.11.	Completion of Construction .....	8
7.12.	Fences .....	8
7.13.	Drainage.....	8
7.14.	Sump Pump Effluent.....	8
7.15.	Animals .....	8
7.16.	Outbuildings and Structures .....	8
7.17.	Sidewalks.....	8
7.18.	Vehicles.....	9
7.19.	Parking .....	9
7.20.	Association Responsibility .....	9
7.21.	Size of Residence .....	9
7.22.	Garage .....	9
7.23.	Solar Panels.....	9
7.24.	Antennas and Satellite Dishes.....	9
7.25.	Vents .....	9
7.26.	Swimming Pools .....	9
7.27.	Mailboxes .....	10
7.28.	Driveways.....	10
7.29.	Clothes Lines .....	10
7.30.	Flag Poles .....	10
7.31.	Basketball Goals.....	10
7.32.	Nuisances .....	10
7.33.	Repairs.....	10
7.34.	Trees Prohibited.....	10
7.35.	Construction Material .....	10
ARTICLE VIII. EASEMENTS FOR UTILITIES .....		10
ARTICLE IX ENFORCEMENT .....		10
ARTICLE X. LOT OWNER ACCEPTANCE .....		11
ARTICLE XI. TERM AND MODIFICATION .....		11
ARTICLE XII. SEVERABILITY .....		11
ARTICLE XIII. ASSOCIATION ADDRESS .....		11
ARTICLE XIV. MISCELLANEOUS PROVISIONS.....		12
14.1	Finality of Association and Developer Decisions .....	12
14.2	Non-Liability .....	12
14.3	Rules and Regulations.....	12
14.4	Rights of Developer .....	12

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STONEBRIDGE LAND DEVELOPMENT, INC., an Ohio corporation ("Developer"), is the owner in fee simple of certain real property located in the City of Troy, Miami County, Ohio, known by official plat description as Stonebridge Subdivision Section One, pursuant to a record plan filed for record on Feb. 12, 2001, in Plat Book 19, Page 50<sup>A-B-C</sup>, of the Miami County, Ohio Plat Records ("Subdivision"), the legal description of which real property is attached hereto as "Exhibit A."

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots constituting the Subdivision, Developer hereby declares that all of the real property described above together with such additional property as may be added to the Subdivision pursuant to Article VI of the Declaration, and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Agreement and the easements, covenants, conditions, and restrictions set forth in this Declaration shall not be binding upon any other land owned by Developer other than the land contained within the Lots in the Subdivision, even though the other land may be contiguous with the land in the Subdivision.

### DEFINITIONS

1. "Association" shall mean and refer to Stonebridge Neighborhood Association, Inc., an Ohio non-profit corporation, its successors and assigns.
2. "Developer" shall mean Stonebridge Land Development, Inc., and its successors and assigns, provided that the rights specifically reserved to Developer under this Declaration shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.
3. "Easement Areas" shall mean the real property lying within [REDACTED] the Stone Lake easement area identified in Exhibit B attached hereto which is to be maintained by the Association together with any signage area designated in connection with any Lot. Easement Areas shall also include storm water retention ponds, grass areas, walking trails, benches, and other landscaping and improvements within any portion of the Easement Area.
4. "General Expenses" shall include all expenses incurred by the Association to maintain its existence and the maintenance and control of the Easement Areas, including, but not limited to, storm water retention ponds, fountain equipment, trees and landscaping, stream and drainage areas, walking bridges, signs and any other improvements located upon the Easement Areas, and shall also include any other costs incurred by the Association in the performance of its duty pursuant to this Declaration. General Expenses shall also include all expenses incurred by the Association to maintain the streets, curbs, and gutters constructed in the Subdivision until such time as the dedication of such improvements are accepted by the City of Troy, which expenses shall include, but are not limited to, expenses for the cleaning and snow plowing of streets within the Subdivision.
5. "Lot" shall mean any plot of land shown on any recorded map or plat of the Subdivision, excluding any plot of land conveyed by the Developer to the City of Troy, Ohio.
6. "Member" shall mean every person or entity who holds membership in the Association.
7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

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

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

10. "Subdivision" shall mean the property, the legal description of which is attached hereto as "Exhibit A" and such additional property as may be subjected to the provisions of this Declaration from time to time.

## ARTICLE I. NEIGHBORHOOD ASSOCIATION

1.1 Organization. The Association will be formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code by the filing of its Articles of Incorporation with the Secretary of State of Ohio. The Articles of Incorporation and the Regulations of the Association are attached to and made a part of this Declaration and are marked Exhibits "C" and "D," respectively.

1.2 Membership. Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

1.3 Voting Rights. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot except that Developer shall be entitled to exercise three (3) votes for each Lot owned by Developer.

1.4 Administration of Subdivision. The administration of the Subdivision shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations as are duly adopted by the Association from time to time. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations.

1.5 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a managing agent, subject to the following limitations:

(a) Any such delegation shall be by written contract with a term of no longer than one (1) year in duration;

(b) Any such contract shall be terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.

1.6 Rights of Developer. Notwithstanding the provisions of Section 1.3 of this Article, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Trustees selected solely by the Developer until such time as a special meeting of the Members is called by the Trustees which shall be held within one hundred eighty (180) days after the Closing of the sale of all Lots in the Subdivision by the Developer, or until Developer waives such requirement by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur.

## ARTICLE II. MAINTENANCE OF EASEMENT AREA

2.1 Easement Areas. The Easement Area shall include storm water retention ponds, grass areas, walking trails, benches, fountain equipment, and other landscaping, and improvements within any portion of an Easement Area.

2.2 Maintenance of Easement Areas. The Association shall be responsible for the maintenance and control of the Easement Areas.

The cost to the Association in performing its duties under this section shall be assessed against the Lots in the Subdivision as a General Expense in the manner set forth in Article III of this Declaration.

The Association shall maintain the Easement Areas in such manner to allow storm water to accumulate in and/or discharge regularly from the storm water retention and detention facilities. The maintenance responsibilities of the Association shall include, but are not limited to, the following:

(a) The Association shall be responsible for the removal of any debris and sediment in the storm water retention and detention facility.

(b) The Association shall be responsible for keeping any inflow and discharge pipes associated with any such facility free from obstruction.

(c) The Association shall be responsible for routine mowing and maintenance of the grounds within the Easement Areas not covered with water.

(d) The Association shall have the power and duty to keep the Easement Areas free from debris and obstructions, to remove any obstruction which may be placed in the Easement Areas and to take such other corrective action as may be necessary to permit proper drainage, retention, and detention of storm water through the Subdivision.

(e) The Association shall be responsible for the maintenance of all improvements within the Easement Areas, including, but not limited to, fountain equipment, trees, and landscaping, walking path, and signs identifying the Subdivision.

2.3 Owner's Easement of Enjoyment. Every Owner of a Lot which includes any portion of the Easement Areas shall have an easement of use and enjoyment in and to that portion of the Easement Areas located on the Lot. No other Owners may have access to any Easement Areas located on the Lot of another Owner. The easement for enjoyment shall be subject to any restrictions and limitations in this Declaration.

2.4 Easement for Maintenance. The Association shall have an easement over, under, and through all Lots and Easement Areas, for ingress and egress and to allow the Association to perform its maintenance duties and other obligations and exercise its rights as set forth in this Declaration.

2.5 Inspection by City of Troy. The City of Troy shall have the permanent and irrevocable right and authority to inspect and monitor the drainage in the water retention facilities that are developed under this plan. In the event that the facilities are not properly constructed or maintained, upon the failure of the Developer or the Association to take corrective action after being duly notified by the City, the City shall have the right, but not the obligation to take whatever action is necessary to correct any improper construction, maintenance, or operational functions.

2.6 Regulations of Easement Areas. The Association shall have the right to establish rules regarding the use of any portion of the Easement Areas, provided such rules are not in conflict with any provision contained in this Declaration, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the Easement Areas for the purpose for which they were designed.

2.7 Signage Area Easement. Every Owner or Lot on which signage is located hereby grants, conveys, and assigns to the Association an easement and right-of-way over the Lot for purposes of access to signage and for performing any landscaping, maintenance, and/or repair to such signage and signage area.

### ARTICLE III. ASSESSMENTS

3.1 Lien and Personal Obligation of Assessments. Developer hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (a) annual assessments, and (b) special assessments for maintenance and capital improvements. The annual and special assessments, together with interest, costs, and attorneys' fees incurred by the Association to collect such assessments shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due.

3.2 Purpose of Assessments. The assessments levied by the Association shall be to pay for the General Expenses incurred: (a) to promote the health, safety, and welfare of the residents in the Subdivision; (b) for the improvement and maintenance of the Easement Areas situated within the Subdivision; and (c) for such other purposes as may be determined by the Board of Trustees of the Association.

3.3 Amount of Annual Assessment. The Board of Trustees shall be empowered to levy, assess, and collect from the Owner of each and every Lot in the Subdivision, excepting those Lots owned by the Developer, an annual assessment in the sum of \$50 per year. Provided, however, that such limit of \$50 per Lot per year may be increased upon the approval of a majority of the Lot Owners in the Subdivision.

3.4 Special Assessments for Maintenance Improvements. In addition to the annual assessments authorized above, the Board of Trustees may levy special assessments for the purpose of defraying in whole or in part, the cost of any maintenance, construction, repair, or replacement of improvements on the Easement Areas, including fixtures and personal property related thereto, or the acquisition of any item of capital asset by the Association. Any such assessment must be approved by a majority of the Members.

3.5 Advancements by Developer. Developer recognizes that until a sufficient number of Lots are conveyed to Owners, the expenses of the Association to maintain the Easement Areas may be greater than the amount assessed. Developer, at its option, may advance funds to the Association in such amounts as are appropriate to pay the expenses of the Association. Such advances shall be recognized by the Board of Trustees of the Association as a loan repayable at such time and in such installment amounts, together with reasonable interest, as Developer shall determine; it being Developer's intention to permit the Association to operate and maintain the Easement Areas for the benefit of all Members in the early phases of the Subdivision.

3.6 Commencement and Collection of Assessments. Assessments provided for herein shall commence at such time and shall be payable on such terms as established by the Board of Trustees of the Association. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may cause to be recorded in the public records of Miami County, Ohio, a list of delinquent assessments.

3.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate established from time to time by the Board of Trustees of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments.

3.8 Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage. A sale or transfer of any Lot shall not affect the assessment lien.

## ARTICLE IV. INSURANCE

4.1 Liability Insurance for Easement Areas. The Association shall maintain liability insurance for bodily injury, or death occurring on, in, about, or arising from the Easement Areas, including but not limited to the storm water retention ponds on those Easement Areas. The dollar amount of such insurance protection shall be as determined by the Board of Trustees.

4.2 Additional Insurance. The Board of Trustees may obtain such other insurance as it deems necessary or appropriate in connection with the performance of the duties of the Association, including but not limited to, financial surety bonds and officers' and trustees' insurance.

4.3 Insurance Costs To Be General Expenses. The cost of all such insurance shall be part of the General Expenses of the Association and shall be paid from assessments.

## ARTICLE V. ARCHITECTURAL CONTROL

5.1 Creation of Architectural Committee. The Board of Trustees shall appoint a committee to be known as the Architectural Committee or upon their failure to so appoint, shall themselves act as such Committee. The Architectural Committee (the "Committee") shall be composed of not less than three (3) and not more than five (5) members who shall serve at the pleasure of the Board. Except as provided in section 5.2, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of Lots in the Subdivision. The members of the Committee shall not be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

5.2 Developer Appointments. Notwithstanding the provisions in section 5.1, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom need be an owner of a lot in the Subdivision, with this right to continue until Developer elects (by written instrument recorded in the Office of the Recorder of Miami County, Ohio) to terminate its control of the Committee. After Developer's control of the Committee has been terminated, the Board of Trustees shall thereafter have the authority to appoint the Committee.

5.3 Committee Approval.

(a) No building, fence, wall, structure, parking lot, driveway, drainage improvement, permanent advertising sign, permanent landscaping (including existing trees but excluding the removal of dead trees or foliage), grade of the real property, or other improvement shall be changed, commenced, erected, or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors, and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of the construction or landscaping with other construction in the Subdivision and as to the relative value and quality of such improvements, landscaping additions, changes, alterations, or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

(b) In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then the approval will be deemed to have been given. Any approval obtained, whether by default or otherwise, shall be null and void unless construction is commenced within one hundred eighty (180) days after the date of approval or date of original sale whichever occurs later.

5.4 Rules. The Architectural Committee may establish rules consistent with the standards set forth on this Declaration to govern the construction of any improvements, landscaping, additions, or changes on Lots in the Subdivision.

VOL 07 | 3 PAGES 52



5.5 Approval of Committee; How Evidenced. Whenever in this Article approval of the Architectural Committee is required, such approval shall be in writing.

5.6 Responsibility. Neither the Committee, the Association, nor the Developer nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

5.7 Construction by Developer. Nothing in this Article shall be construed to require Developer to obtain approval of the Architectural Committee prior to undertaking the initial construction of any structure or dwelling unit on any of the Lots on the property or on any annexed property.

## ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY

6.1 Contemplated Annexation by Developer. Developer is the Owner in fee simple of the real property described in "Exhibit E" and contemplates construction of additional dwelling units on such real property or on part of such real property. Developer further contemplates submitting the land in "Exhibit E," with any improvements thereon, or a part of the land, to the provisions of this Declaration, so that the same will become in all respects part of the Subdivision. Developer hereby reserves the right at any time and from time to time to take the action so contemplated in submitting the land or any part of the land described in "Exhibit E" hereof to the provisions of this Declaration. Developer further reserves the right at any time, and from time to time, to add real property (in addition to the property described in Exhibit "E") which may hereafter be acquired by Developer to this Declaration so that such additional property will become in all respects part of the Subdivision.

6.2 Reservation of Right to Amend Declaration. Developer hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to include the real property or any part of the real property described in "Exhibit E" and to include any real property hereafter acquired by the Developer and the improvements constructed thereon as part of the Subdivision. Developer further reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to add additional property to the definition of "Easement Areas," so that such additional Easement Areas will become subject to all of the terms and conditions of this Declaration, including those terms governing the maintenance and control of Easement Areas by the Association.

6.3 Consent and Approval for Annexation Amendments. Developer on its own behalf as the Owner of all Lots in the Subdivision and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such ownership, or a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article VI and each Owner and the respective Mortgagees by the acceptance of a deed conveying such ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Developer their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that the Developer exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

## ARTICLE VII. PROTECTIVE COVENANTS AND RESTRICTIONS

7.1 Applicability of Zoning Regulations and Ordinances. Land use of all lots is governed by the Zoning Regulations and other ordinances for the City of Troy, Ohio as presently enacted or hereafter amended. The Troy regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the owner of its obligation to comply with any applicable Troy regulations and ordinances.

7.2 Residential Purposes. All lots in the Subdivision shall be used exclusively for single family residential purposes.

7.3 Lot Subdivision and Building Sites. None of the lots shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest lot platted in the Subdivision. A single lot together with contiguous portion or portions of one or more adjacent lots or, subject to limitation on building site size, contiguous portions of adjacent lots may be used for one (1) building site, but only upon approval of the Association. If approval of the City of Troy Planning Commission is required by the City of Troy Subdivision Regulations, then no lot may be subdivided unless authorized by the City of Troy Planning Commission as well as the Association.

7.4. Building Setbacks. Building setbacks shall be observed as provided on the Plat and shall be subject to any minimum building setback lines set forth in the applicable Troy zoning laws and ordinances. If encroachments are permitted by applicable Troy zoning laws and ordinances, then such encroachments shall also be permitted under this Declaration.

7.5. Lot Maintenance.

(a) All lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Association for itself and its agents, the right, but not the obligation, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the Subdivision.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Association may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon the lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the lot. The provisions of this section shall not be construed as an obligation on the part of the Association to mow, clear, cut, or prune any lot, nor to provide garbage or trash removal services.

7.6. Garbage Containers. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the lot at any time except during refuse collection.

7.7. Fuel Containers. Containers for storage of home heating oil or propane gas for use by the individual property owner shall not be permitted.

7.8. Signs. Signs, billboards, and advertising structures of any kind are prohibited with the following exceptions:

1. Builder and contractor signs during construction periods.
2. One professional sign of not more than four square feet to advertise a lot for sale during a sales period.
3. Developer's sign or signs advertising the Subdivision.

7.9. Utilities. Except for above ground electric lines around the perimeter of the Subdivision, all utilities shall be installed underground.

7.10. Landscaping. Plans for initial landscaping must be submitted to the Association for approval within ninety (90) days after completion of construction. Although the Association shall have the authority to approve any landscaping plan submitted, it is suggested as a guideline that a minimum of two percent (2%) of the building

construction cost be allocated for landscaping each building site. Landscaping includes seeding and planting of trees, shrubs, and ground covers, excluding rough grading work. Landscape work must be completed within six (6) months of occupancy. The Association may require sod or other erosion protection as a condition of approval.

7.11. Completion of Construction.

(a) Construction of a residence building on any building site is to be completed within two (2) years from the date of the original purchase from Developer, and completion of construction is expected within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any lot in the Subdivision upon which the construction of the residential building has not been completed within two (2) years from the date of the original sale from Developer.

(b) In the event the Developer exercises the repurchase right set forth in section 2.11(a), Developer shall give written notice to the then owner of record of the lot or lots, the notice to be by certified mail addressed to the mailing address for tax purposes. The repurchase price which the Developer shall pay for such lot, in the event of such repurchase, shall be the sales price of such lot upon its original sale, without interest or allowance for appreciation in value. Developer, at its sole discretion, may waive its right to repurchase any lot or lots in the Subdivision. In no event shall the Developer be entitled to exercise the repurchase right after four (4) years from the original sale. The owner shall transfer the lot or lots to Developer by limited warranty deed free and clear of any liens and encumbrances arising subsequent to the date of the closing of the purchase of lot or lots from Developer.

7.12. Fences. Fences shall not be constructed within any utility easement. Otherwise all fence designs and location shall be in keeping with the architectural character of the structure and shall be approved by the Association. No chain link fencing, barbed wire, wire field fencing, metal fencing, or similar fencing shall be permitted. No fence or hedge greater than four feet in height shall be placed or allowed to remain nearer to the street than the minimum setback line.

7.13. Drainage. Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

7.14. Sump Pump Effluent. Sump pump systems shall be connected to and all sump pump effluent shall be discharged into storm drains as approved by the Developer or the Troy Engineer. No pump or piping device shall discharge sump pump effluent into a public right-of-way, into a detention basin, or into sanitary sewers.

7.15. Animals. No animals, livestock or poultry of any kind or description shall be raised, kept, or bred on any lot in the Subdivision. Notwithstanding the foregoing, dogs (up to but not exceeding two (2) per lot), cats, or other usual household pets may be kept on any lot, provided that no such household pet may be kept on any lot for commercial purposes and provided further that no dog which constitutes a threat, danger or nuisance to any Owner or other individual may be kept on any Lot at any time. The determination as to whether any dog constitutes a threat, danger or nuisance shall be made within the sole discretion of the Developer or the Association.

7.16. Outbuildings and Structures.

(a) Outbuildings and detached structures shall not be permitted unless approval, in writing, is obtained from the Association prior to commencement of any construction. The decision of the Association to either approve or disapprove any outbuilding or detached structure shall be within the sole discretion of the Association.

(b) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7.17. Sidewalks. Although it is the ultimate responsibility of Developer, as a condition to the release of its bond, to insure that sidewalks are installed, sidewalks required to be installed by the City of Troy shall be installed by the owner at owner's expense. Developer reserves the right to establish plans and specifications for any such sidewalks, and the owner shall comply with any such plans and specifications. If the owner refuses or fails to install the sidewalks

promptly upon demand by the Developer or by the City of Troy, the Developer shall have the right to install the sidewalks, and owner shall promptly reimburse Developer for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the lot enforceable by appropriate proceedings at law or equity.

7.18. Vehicles.

(a) No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard, or lot in the Subdivision for any period of time, except in an enclosed garage. No truck of any size greater than a pickup truck shall be parked on any part of the Subdivision at any time except such limited period as may be necessary to service any part of the Subdivision. No inoperable motor vehicle shall be parked on any part of the Subdivision at any time except within an enclosed garage. No owner shall repair any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or on any street in the Subdivision, except in an enclosed garage, unless and except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

(b) The provisions of this section 7.18 are not intended to replace any applicable Troy ordinance or regulation, and every owner shall comply with all applicable Troy ordinances and regulations.

7.19. Parking.

(a) On-street parking on any street in the Subdivision shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours.

(b) The provisions of this section 7.19 are not intended to replace any applicable Troy ordinance or regulation, and every owner shall comply with all applicable Troy ordinances and regulations.

7.20. Association Responsibility. Neither the Association nor Developer nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

7.21. Size of Residence. Each one-story single family residential structure erected on any building site shall have not less than 2,100 square feet of living area, and each multi-story (including 1-1/2 story, by-level, tri-level, or 2 story) single family residence structure erected on any building site shall have not less than 2,300 square feet of living area. The square footage shall exclude garage space and basement, decking, patios and porches. The first floor of all structures shall have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable space. The minimum roof pitch of all structures shall be no less than 7/12.

7.22. Garage. All single family residences shall have a minimum two (2) car attached garage.

7.23. Solar Panels. The use of solar panels shall not be permitted.

7.24. Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part of the Subdivision.

7.25. Vents. Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.

7.26. Swimming Pools. Swimming pools shall match architectural character of the structure and be approved by the Association. No above ground pools shall be permitted except for one portable children's wading pool not to exceed 49 square feet in size and 16 inches in height.

7.27. Mailboxes. The Association may designate a mailbox design which must be used by each lot owner. The mailbox erected by the lot owner shall meet U.S. Postal Service specifications and applicable Troy ordinances.

7.28. Driveways. All driveways shall be concrete or other non-asphaltic hard surface pavement and should extend from the garage door to the rear of the sidewalk and shall be approved by the Association. The driveway approach shall be concrete pavement from the curb to the sidewalk and shall be constructed in accordance with Troy specifications.

7.29. Clothes Lines. The use of exterior clothes lines shall not be permitted.

7.30. Flag Poles. No free standing flag poles shall be permitted; however, flag poles may be attached to a residential structure provided that Association approval is obtained with respect to the placement and type of pole to be displayed.

7.31. Basketball Goals. No basketball goals shall be permitted to be attached to any residential structure; however, free standing basketball goals may be permitted provided that Association approval is obtained with respect to the placement and type of basketball goal and supporting structures.

7.32. Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on in any lot.

7.33. Repairs. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, normal wear and tear excepted.

7.34. Trees Prohibited. No trees shall be planted between the curb and sidewalks required to be installed by the City of Troy, and no trees shall be planted within a public right of way or within a public easement.

7.35. Construction Material. All exterior walls of all structures constructed in the Subdivision shall be covered with cedar or brick, stone, or other cementitious material approved in writing by the Association. Notwithstanding the foregoing, the Association may, in its sole discretion, permit the application of vinyl on soffets and fascia. Homes located on lots located at the entrances to the Subdivision shall be covered with 80% brick.

#### ARTICLE VIII. EASEMENTS FOR UTILITIES

8.1 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility are responsible.

#### ARTICLE IX ENFORCEMENT

9.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Lot Owner or by any person or entity using or occupying any Lot, then Developer, the Association, or any Lot Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Developer, the Association, or any Lot Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

9.2 All costs, expenses, and attorney fees incurred by the Developer or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

9.3 The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of a deed or other instrument conveying title to the Lot, shall agree, and shall be deemed to have agreed to the filing of a certificate or affidavit of lien in the Office of the Recorder of Miami County, Ohio which shall constitute a lien upon the Owner's Lot for any and all unpaid assessments and any and all costs incurred by the Developer or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration, together with interest, costs and attorney fees incurred by the Developer or the Association to collect such assessments or in connection with the enforcement of this Declaration. The Owner or grantee of any Lot shall agree, and shall be deemed to have agreed that the filing of the affidavit or certificate of lien shall constitute a lien upon the Lot for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property. The Owner or grantee of any Lot shall agree, and shall be deemed to have agreed, that such lien shall be prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Developer or on behalf of the Association.

#### ARTICLE X. LOT OWNER ACCEPTANCE

10.1 The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to the Lot, or by the execution of a contract of the purchase of the Lot, whether from Developer or from a subsequent Owner of the Lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

#### ARTICLE XI. TERM AND MODIFICATION

11.1 This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Association. Thereafter, a majority vote of the Lot Owners may amend this Declaration. Unless so amended this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

#### ARTICLE XII. SEVERABILITY

12.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.

12.2 The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the City of Troy, Ohio.

#### ARTICLE XIII. ASSOCIATION ADDRESS

13.1 All matters or plans required to be submitted to the Association for approval or review shall be addressed and delivered to:

Stonebridge Neighborhood Association  
c/o Stonebridge Land Development, Inc.  
1204 Archer Drive  
Troy, Ohio 45373

or to such other address as the Association shall subsequently designate by written instrument recorded in the office of the Recorder of Miami County, Ohio.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1 Finality of Association and Developer Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Association and/or the Developer shall be final and in no event be deemed arbitrary or capricious.

14.2 Non-Liability. Neither the Developer nor the Association, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Association or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

14.3 Rules and Regulations. The Association may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of the Lots in the Subdivision, which shall be binding on the Owners of Lots in the Subdivision in the same manner as this Declaration.

14.4 Rights of Developer. Nothing in this Declaration shall be understood or construed to prevent Developer or the employees, contractors, or subcontractors of Developer from:

(a) Doing on any part or parts of the Subdivision property owned or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots within the Subdivision, of establishing the Subdivision as a residential community, or of disposing of the Lots;

(b) Constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Developer, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of Subdivision Lots.

Executed at Troy, Ohio on the 12<sup>th</sup> day of February, 2001.

Signed and acknowledged  
in the presence of:

Judith Stoml  
Mara M. Asher



STONEBRIDGE LAND DEVELOPMENT, INC.,  
An Ohio corporation

By: Jessica A. Minesinger  
Jessica A. Minesinger, President

STATE OF OHIO )  
COUNTY OF MIAMI )SS:

Before me, a Notary Public in and for said county and state, personally appeared Stonebridge Land Development, Inc., an Ohio corporation, by Jessica A. Minesinger, its President, who acknowledged that she did sign the foregoing Declaration of Covenants, Conditions, and Restrictions and that the same is her free act and the free act and deed of the Corporation.

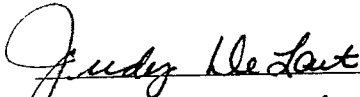
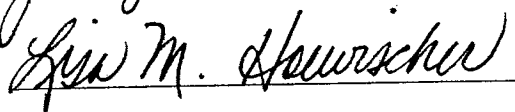
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Troy, Ohio, this 12<sup>th</sup> day of February, 2001.

  
Notary Public  DEBRA A. NEWMAN  
Notary Public - Ohio  
Miami ~~Shelby~~ County  
My Comm. Expires 3-27-05

Minster Bank, as Mortgagee of real property situated in the Subdivision, hereby consents to and joins in the submission of the real property in the Subdivision to this Declaration.

Signed and acknowledged  
in the presence of:

MINSTER BANK

By:   
Daniel F. Heitmeyer, Commercial Loan Officer

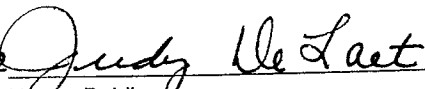
STATE OF OHIO )  
COUNTY OF SHELBY)SS:

Before me, a Notary Public in and for said county and state, personally appeared Minster Bank, as Mortgagee, by Daniel F. Heitmeyer, its Commercial Loan Officer, who acknowledged that he did sign the foregoing and that the same is his free act and the free act and deed of the Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sidney, Ohio, this 12<sup>th</sup> day of February, 2001.



JUDY DELAET, NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES NOV. 3, 2002

  
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional Association, Courtview Center - Suite 300, 100 South Main Avenue, Sidney, Ohio 45365, (937) 492-1271

G:\Stonebridge Land\Declaration of Subdivision  
MAS: clf 2/12/2001

VOL 07 | 3 PAGE 560

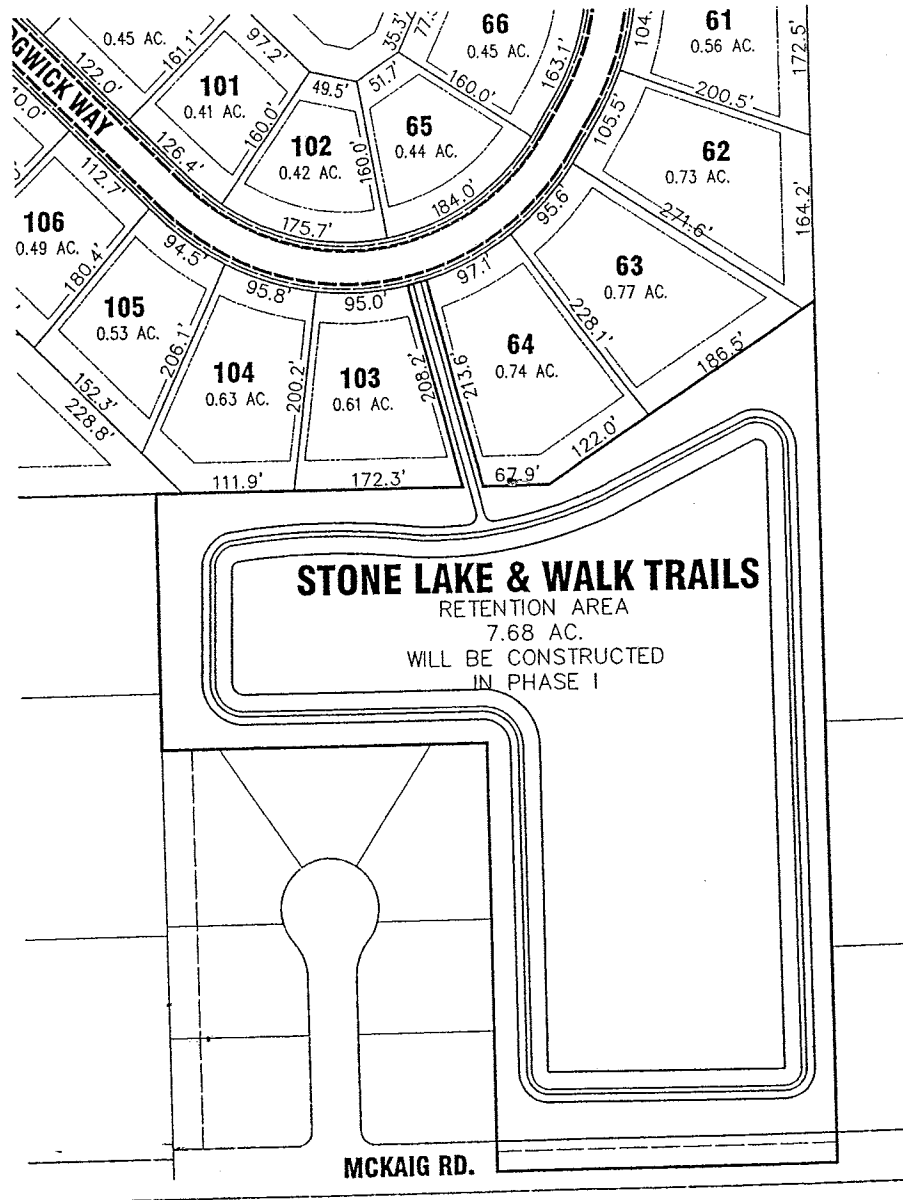


**“EXHIBIT A”**

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 9009 through and including 9053, in Stonebridge Subdivision, Section 1, as shown by the Plat recorded in Volume 19, Page 50, of the Plat Records of Miami County, Ohio.

# EXHIBIT 'B'



ARTICLES OF INCORPORATION  
OF  
STONEBRIDGE NEIGHBORHOOD ASSOCIATION, INC.

The undersigned, desiring to form a non-profit corporation under the non-profit corporation laws of the State of Ohio, Chapter 1702 of the Revised Code of Ohio, does hereby certify as follows:

ARTICLE I

NAME

The name of this non-profit corporation shall be the "Stonebridge Neighborhood Association, Inc."

ARTICLE II

LOCATION

The place in this state where the principal office of the corporation is to be located is the City of Troy, Miami County, Ohio.

ARTICLE III

DURATION

The period of duration of the Association is perpetual.

ARTICLE IV

DEFINITIONS

The terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, and Restrictions that will be recorded to establish a residential real estate development to be known as Stonebridge Subdivision Section One, together with any additional plat sections subsequently added to that real estate development so as to be made subject to the Declaration, hereinafter collectively referred to as the Stonebridge Subdivision.

VOL 07 | 3 PAGE 568

ARTICLE V

PURPOSE AND POWERS

This non-profit corporation, sometimes referred to as the Association, does not contemplate pecuniary gain or profit to its members, and the general purpose for which it is formed is to act as the owners' association for the real estate development referred to above, i.e. the Stonebridge Subdivision. That real estate development will be created by filing for record with the Miami County Recorder a Declaration of Covenants, Conditions, and Restrictions (the "Declaration") applicable to that development.

There is a possibility that Stonebridge Subdivision will be expanded in the future by adding more land. The Declaration describes the land which may be so added to the development and defines it as the Additional Property. If and when part or all of that property is subdivided and added to the development of the Stonebridge Subdivision, it will be through the process of additional plats being filed, with the plat covenants making the additional Lots subject to the provisions of the Declaration.

The subsidiary purposes for which this Association is formed include providing an entity (this Association) to maintain the Easement Areas, as that term is defined in the Declaration and administering all provisions of the Declaration. For these purposes the Association shall have power:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, in these Articles and in the Regulations of this Association, as those documents may be amended from time to time;
- (b) To fix, levy, collect, and enforce payment of all assessments and charges levied pursuant to the terms of the Declaration;
- (c) To pay all expenses incurred by the Association for or incidental to the exercise of the powers of this Association or to accomplish its purposes;
- (d) To acquire by any method and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association;
- (e) To borrow money and (with the assent of two-thirds of the members, such assent to be given by oral vote, written proxy, or other form of written consent at, for, or in connection with a meeting of members called to discuss and/or decide such matter) to pledge, assign, or encumber any or all of its personal property, including accounts receivable in the form of unpaid assessments and also including assessment liens, all as security for money borrowed or debts incurred;
- (f) To obtain, pay for, and maintain insurance for the protection of land subject to the Declaration and of owners and occupants of any portion of the property subject to the Declaration, to the extent permitted or required by the Declaration, including but not limited to general or public

VOL 07 | 3 PAGES 64

liability insurance, fire and extended coverage insurance on improvements, vandalism, and windstorm insurance, financial surety bonds, and officers' and trustees' insurance;

(g) To do any and all other things necessary, expedient, incidental, appropriate, or convenient to the carrying-out of the foregoing purposes, or which will promote the common benefit and enjoyment of the occupants of the Lots included within the Stonebridge Subdivision, to the extent not prohibited from doing so by the terms and conditions of the Declaration; and

(h) To have and exercise any and all powers, rights, and privileges which a corporation organized under the non-profit corporation laws of the State of Ohio may now or hereafter have or exercise under the state statutes, to the extent not inconsistent with the purposes of this Association or the terms and conditions of the Declaration.

## ARTICLE VI

### MEMBERSHIP; VOTING RIGHTS

Members shall be entitled to one vote for each Lot owned which shall be exercised in accordance with the terms and conditions set forth in the Declaration and Regulations of the Association.

## ARTICLE VII

### TRUSTEES

The number of trustees constituting the initial trustees of the Association is three (3) and the names and addresses of the persons who are to serve as the initial trustees are:

<u>Name</u>	<u>Address</u>
John M. Tomb	1204 Archer Drive Troy, OH 45373
Judith L. Tomb	1204 Archer Drive Troy, OH 45373
Jessica Minesinger	1204 Archer Drive Troy, OH 45373

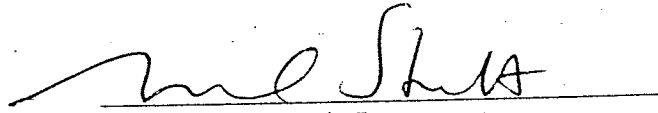
Any trustee holding office through appointment in these Articles (or through subsequent appointment by the Developer) may resign prior to expiration of his/her term, and may also be removed by the Developer with or without cause. Any vacancy caused by resignation, removal, or death of such appointed trustee may be filled by the Developer appointing a successor trustee for the balance of the unexpired term.

ARTICLE VIII

DISSOLUTION

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event the acceptance of such distribution is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

Executed at Troy, Ohio, on February 12, 2001.

  
Michael A. Staudt, Incorporator

VOL 07 | 3 PAGE 566



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List ( using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:  
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of STONEBRIDGE NEIGHBORHOOD ASSOCIATION, INC.

hereby appoint Michael A. Staudt, to be statutory agent upon whom any process, notice or

demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

Courtview Center - Suite 300, 100 South Main Avenue

(street name and number P.O. Boxes are not acceptable)

Sidney, Ohio 45365

(city, village or township)

(zip code)

Signature:   
Name: Michael A. Staudt

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

## ACCEPTANCE OF APPOINTMENT

The undersigned, Michael A. Staudt, named herein as the statutory agent for, STONEBRIDGE NEIGHBORHOOD ASSOCIATION, INC., hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature:   
Michael A. Staudt, Statutory Agent

VOL 07 | 3 PAGE 567



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** ( using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:  
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Courtview Center - Suite 300, 100 South Main Avenue

(street name and number P.O. Boxes are not acceptable)

Sidney, Ohio 45365

(city, village or township)

(zip code)

Signature:   
Name: Michael A. Staudt

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

## ACCEPTANCE OF APPOINTMENT

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STONEBRIDGE NEIGHBORHOOD ASSOCIATION, INC., hereby acknowledges and accepts the  
appointment of statutory agent for said corporation.

Signature:   
Michael A. Staudt, Statutory Agent

VOL 0713 PAGE 568



CODE OF REGULATIONS  
OF  
STONEBRIDGE  
NEIGHBORHOOD ASSOCIATION, INC.

Prepared by:

Michael A. Staudt  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

TABLE OF CONTENTS

ARTICLE I. NAME AND LOCATION..... 1  
     Section 1.1 The Association ..... 1

ARTICLE II. DEFINITIONS..... 1  
     Section 2.1 Covenants, Conditions, and Restrictions ..... 1

ARTICLE III..... 1  
     Section 3.1 Annual Meetings ..... 1  
     Section 3.2 Special Meetings ..... 1  
     Section 3.3 Notice of Meetings ..... 2  
     Section 3.4 Quorum ..... 2  
     Section 3.5 Proxies ..... 2

ARTICLE IV. BOARD OF TRUSTEES - TERM OF..... 2  
     Section 4.1 Number ..... 2  
     Section 4.2 Term of Office ..... 2  
     Section 4.3 Removal..... 2  
     Section 4.4 Compensation..... 2

ARTICLE V. BOARD OF TRUSTEES;..... 2  
     Section 5.1 Rights of Developer ..... 2  
     Section 5.2 Nomination..... 2  
     Section 5.3 Election ..... 3

ARTICLE VI. BOARD OF TRUSTEES -- MEETINGS ..... 3  
     Section 6.1 Regular Meetings ..... 3  
     Section 6.2 Special Meetings ..... 3  
     Section 6.3 Quorum..... 3

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES ..... 3  
     Section 7.2 Duties..... 4

ARTICLE VIII. OFFICERS AND THEIR DUTIES..... 4  
     Section 8.1 Enumeration of Offices ..... 4  
     Section 8.2 Election of Officers..... 4  
     Section 8.3 Term..... 4  
     Section 8.4 Special Appointment..... 4  
     Section 8.5 Resignation and Removal ..... 4  
     Section 8.6 Vacancies ..... 4  
     Section 8.7 Multiple Offices ..... 4  
     Section 8.8 Duties..... 5

ARTICLE IX. COMMITTEES ..... 5

ARTICLE X. ASSESSMENTS..... 5

ARTICLE XI. BOOKS AND RECORDS; INSPECTION..... 5

ARTICLE XII. FISCAL YEAR..... 5

ARTICLE XIII. AMENDMENTS ..... 6

ARTICLE XV. CONFLICTS ..... 6

VOL 0713 PAGE 570

CODE OF REGULATIONS

STONEBRIDGE NEIGHBORHOOD ASSOCIATION, INC.,

A NON-PROFIT CORPORATION

The Stonebridge Neighborhood Association, Inc. has been formed as an Ohio non-profit corporation by the filing of its Articles of Incorporation with the Secretary of State of Ohio. Its general purpose is to act as the Lot owners' association of and for the residential real estate development projects to be known as the Stonebridge Subdivision (hereinafter collectively referred to as the "Subdivision"). More specific purposes of this corporation (and the powers it holds) are set forth in those Articles of Incorporation.

That real estate development will be created by filing for record with the Miami County Recorder a Declaration of Covenants, Conditions, and Restrictions applicable to that development (the "Declaration"), and then recording a record plan (sometimes known as a "plat") to be known as Stonebridge Subdivision, Section One. That plat will create Lots and make them subject to the Declaration. If and when additional acreage is subdivided and added so as to bring additional Lots into the Subdivision, it will be through the process of additional plats being filed, with the plat covenants making the additional Lots subject to the provisions of the Declaration.

For the purposes of the statutes which control non-profit corporations of Ohio (particularly, but not limited to, Section 1702.10, 1702.11 and 1702.30) the following Regulations shall be deemed to constitute the regulations of this corporation.

ARTICLE I. NAME AND LOCATION

Section 1.1 The Association. The name of this non-profit corporation, **Stonebridge Neighborhood Association, Inc.**, will not be repeated throughout these Regulations, but instead the corporation will be referred to simply as the "Association". The principal office of the Association shall be located in Miami County, Ohio, or at such other location as the Trustees subsequently decide upon, and meetings of Members and Trustees may be held at such places within Miami County, Ohio as may be designated from time to time by the Board of Trustees.

ARTICLE II. DEFINITIONS

Section 2.1 Covenants, Conditions, and Restrictions. For all purposes throughout these Regulations, the definitions contained in the Declaration shall apply.

ARTICLE III. MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of Members shall be held within 180 days after the closing of the sale of all Lots in the Subdivision or at such time as the Developer voluntarily relinquishes its control of the Association by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur. Subsequent annual meetings of Members shall be held on or before March 31 of each year on such date and time and at such place as designated by the Board of Trustees.

Section 3.2 Special Meetings. After the first annual meeting of Members, special meetings of Members may be called at any time by the President or by the Board of Trustees, or on written request of Members who are entitled to vote one-fourth (1/4) of all votes.

Section 3.3 Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the day, hour, and place of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Regulations. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate upon conveyance by him of his Lot.

#### ARTICLE IV. BOARD OF TRUSTEES - TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 4.1 Number. The affairs of the Association shall, until the first annual meeting, be managed by a Board of three (3) Trustees, being the persons named in the Articles of Incorporation, who need not be Members of the Association. Thereafter, the affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be Members of the Association.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) Trustee for a term of one (1) year, two (2) Trustees for a term of two (2) years, and two (2) Trustees for a term of three (3) years; at each annual meeting thereafter, Trustees shall be elected for a term of three (3) years.

Section 4.3 Removal. After the first annual meeting of Members, any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation, or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his duties.

#### ARTICLE V. BOARD OF TRUSTEES; NOMINATION AND ELECTION

Section 5.1 Rights of Developer. Notwithstanding the provisions of any other section of this Code of Regulations or the Declaration, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Trustees selected solely by the Developer until such time as a special meeting of the Members is called by the Trustees which shall be held within 180 days after the closing of the sale of all Lots in the Subdivision by the Developer, or until Developer waives such requirement by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur.

Section 5.2 Nomination. After the first annual meeting of Members, nomination for election to the Board of Trustees shall be by nominating committee. However, nominating may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a member of the Board of Trustees, and two or more Members of the Association. The committee shall be appointed by the Board of Trustees prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and

such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 5.3 Election. Election to the Board of Trustees shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is permitted, provided that any Member who intends to cumulate his votes must give written notice of such intention to the secretary of the Association on or before the day preceding the election at which such Member intends to cumulate his votes.

#### ARTICLE VI. BOARD OF TRUSTEES – MEETINGS

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held without notice at such regular times and at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

#### ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. All of the power and authority of the Association shall be exercised by its Board of Trustees and not by the Members of the Association, except in those limited situations in which the laws of Ohio, the Declaration, or the Articles of Incorporation require that some specific action be authorized or taken by a vote of the Members. The authority and power of the Board of Trustees shall include, but shall not be limited to, the power to:

- (a) Adopt and publish reasonable regulations governing the use of Easement Areas, to provide for enforcement of the Declaration documents and those rules and regulations, and to establish and apply penalties for violations thereof;
- (b) Suspend the voting rights and/or the right to be elected or serve as an officer or Trustee of this Association during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days for each infraction of any provisions of the Declaration, including published rules and regulations;
- (c) Administer the covenants, conditions, and restrictions established by the Declaration, and to exercise for the Association all powers, duties, and authority vested in or delegated to this Association.
- (d) Employ any manager, independent contractor, attorney, accountant, and such other employees and/or agents as the Board of Trustees may deem necessary or appropriate;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded if the board deems it advisable to do so.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to take all such action as may be necessary or appropriate to operate and manage the Association within the scope of the powers of the Board, including but not limited to the duties to:

- (a) Cause to be kept a record of the acts and decisions of this Association in the form of a non-profit corporation minute book containing minutes of the meetings of Members and of Trustees. Minutes may be summary in nature but shall record the actions and decisions taken and made by official resolution at such meetings. These records shall be available, for review by Members at reasonable times and upon reasonable advance request;
- (b) Appoint, supervise, and remove all officers, agents, and employees of the Association and to determine the compensation of those officers, agents, and employees;
- (c) Act on assessment matters as required by the Declaration;
- (d) Cause the maintenance work required in the Declaration to be performed with regard to the Easement Acres to the extent the Trustees deem such maintenance to be reasonably necessary and appropriate; and
- (e) Keep a list of the names and addresses of all Members and of all Lot owners including the Lot number and street address of the Lot owned by each owner.

#### ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all time be members of the Board of Trustees, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of Members.

Section 8.3 Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year and until a successor is duly qualified unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts of all funds of the Association, and shall disburse such funds as directed by the resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

#### ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee as provided in Article V of these Regulations. In addition, the Board of Trustees may appoint such other committees as it deems appropriate in the performance of its duties.

#### ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency as specified from time to time by the Board of Trustees, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his Lot.

#### ARTICLE XI. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member upon reasonable notice during ordinary business hours. The Declaration, Articles of Incorporation, and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

#### ARTICLE XII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIII. AMENDMENTS

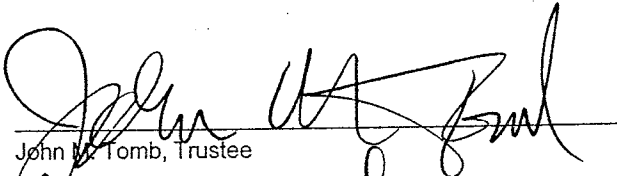
These Regulations may be amended, at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or by proxy.

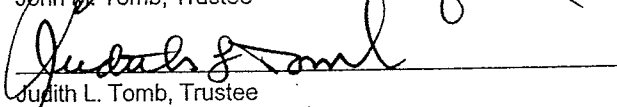
ARTICLE XV. CONFLICTS

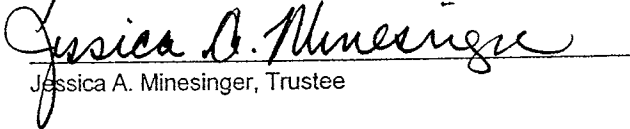
In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control; in the case of any conflict between the Declaration and these Regulations, the Declaration shall control; in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

12<sup>th</sup> IN TESTIMONY WHEREOF, the undersigned have caused these Regulations to be duly adopted on or as of the day of February, 2001.

Signed in the presence of:

  
 John M. Tomb, Trustee

  
 Judith L. Tomb, Trustee

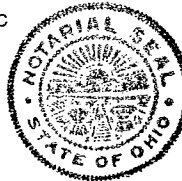
  
 Jessica A. Minesinger, Trustee

STATE OF OHIO )  
MIAMI COUNTY )SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Stonebridge Neighborhood Association, Inc., by John M. Tomb, Judith L. Tomb, and Jessica A. Minesinger, Trustees, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, individually and as such Trustees, and the free act and deed of said corporation.

Troy, Ohio, this 12<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at day of February, 2001.

  
Notary Public



DEBRA A. NEWMAN  
Notary Public - Ohio  
Shelby County  
My Comm. Expires 3-27-05

This instrument prepared by:

FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
(937) 492-1271

G:\Stonebridge\Code of Regulations.doc  
MAS: cf 2/12/01

VOL 0713 PAGE 576



Exhibit "E"

**LEGAL DESCRIPTION  
STONEBRIDGE ESTATES  
55.070 ACRES**

BEING A PART OF INLOT 7833 AND PART OF INLOT 7836 IN THE CITY OF TROY, CONCORD TOWNSHIP, MIAMI COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at a railroad spike found at the southwest corner of Section 19, Town 5 North, Range 6 East, and being also in the centerline of McKaig Road and the south line of Inlot number 7833;

thence, South  $89^{\circ}-29'-56''$  West, 20.00 feet, along the centerline of McKaig Road and the south line of Inlot number 7833, to a railroad spike found;

thence, North  $00^{\circ}-17'-21''$  West, 740.61 feet, to an iron pin found;

thence, North  $89^{\circ}-16'-31''$  East, 141.93 feet, to an iron pin found;

thence, Northerly, 79.46 feet, along the arc of a curve to the right having a radius of 625.00 feet, an internal angle of  $07^{\circ}-17'-03''$  and a chord 79.46 feet in length bearing North  $07^{\circ}-57'-14''$  East, to an iron pin found;

thence, North  $11^{\circ}-35'-46''$  East, 116.38 feet, to an iron pin found;

thence, North  $78^{\circ}-24'-14''$  West, 160.73 feet, to an iron pin found;

thence, North  $00^{\circ}-17'-21''$  West, 1037.33 feet, to an iron pin found;

thence, South  $89^{\circ}-54'-52''$  East, 1691.57 feet, to an iron pin found;

thence, South  $00^{\circ}-29'-15''$  East, 1126.93 feet, to an iron pin found;

thence, South  $56^{\circ}-15'-53''$  West, 322.51 feet, to an iron pin found;

thence, South  $89^{\circ}-29'-56''$  West, 67.88 feet, to an iron pin found;

thence, North  $14^{\circ}-44'-19''$  West, 213.61 feet, to an iron pin found;

thence, Southwesterly, 20.00 feet, along the arc of a curve to the right having a radius of 275.00 feet, an internal angle of  $04^{\circ}-10'-04''$  and a chord 20.00 feet in length bearing South  $75^{\circ}-15'-41''$  West, to an iron pin found;

thence, South  $14^{\circ}-44'-19''$  East, 208.53 feet, to an iron pin found;

thence, South  $89^{\circ}-29'-56''$  West, 1019.71 feet, to an iron pin found;

thence, South  $00^{\circ}-31'-39''$  East, 683.50 feet, to a railroad spike found in the centerline of McKaig Road and also the south line of inlot number 7836;

thence, South  $89^{\circ}-29'-56''$  West, 320.98 feet, along the centerline of McKaig Road, to the principal place of beginning.

Containing 1.380 acres more or less in inlot number 7833 and 53.690 acres more or less in inlot 7836 for a total of 55.070 acres more or less and all being subject to any legal highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059 based on a survey performed under his direction with the bearings used above being based on an assumed meridian to denote angles only.

MIAMI COUNTY RECORDER  
JOHN W. O'BRIEN  
0313367  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
07-11-2001 11:45:04 AM

REFERENCES 0  
RECORDING FEE 18.00  
PAGES: 3

FIRST AMENDMENT TO  
DECLARATION OF SUBDIVISION

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ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS

STONEBRIDGE SUBDIVISION

---

VOL 003 | PAGE 146

Prepared by:

Michael A. Staudt  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

TRANSFER NOT NECESSARY  
July 11, 20 01  
CHRIS A. PEEPLES, AUDITOR  
MIAMI COUNTY, OHIO

**FIRST AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This First Amendment to the Declaration of Stonebridge Subdivision ("First Amendment") is made and entered into this 11<sup>th</sup> day of July, 2001 by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on February 14, 2001 at Volume 713 Page 545 of the ~~Miscellaneous~~ Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. The Developer desires to amend the Declaration in order to correct the legal description contained in the Exhibit A attached to the Declaration.
- D. The Developer further desires to amend the Declaration in order to modify the protective covenants with respect to the use of decorative mailboxes.

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

1. The legal description contained in Exhibit A to the Declaration shall be deleted in its entirety and the following legal description shall be substituted in its place:

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 9009 through and including 9022 and Lot Numbers 9051 through and including 9061, in Stonebridge Subdivision, Section 1, as shown by the Plat recorded in Volume 19, Page 50, of the Plat Records of Miami County, Ohio.

2. Section 7.27 of the Declaration, entitled Mailboxes, shall be deleted in its entirety, and the following shall be substituted in its place:

7.27. Mailboxes. In order to enhance the attractiveness of the subdivision, each lot upon which a residence is constructed shall be improved with the following:

- a. Salsbury Industries Mailbox (4830BLK); and
- b. Salsbury Industries Newspaper Holder (4815BLK); and
- c. Salsbury Industries Decorative Post (4835BKL).

No other mailbox, newspaper holder or supporting post shall be permitted on any lot without the express written consent and approval of the Association, which consent and approval may be granted or withheld in the sole discretion of the Association.

3. Except as provided in this First Amendment, all other terms and conditions of the Declaration, as amended, shall remain in full force and effect.

4. The Miami County Recorder is hereby requested to make a marginal notation of this First Amendment on Exhibit A of the Declaration, which Exhibit A is filed for Record at Volume 713, Page 561 of the Miscellaneous Records of Miami County, Ohio.

IN WITNESS WHEREOF, this First Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions and Restrictions has been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

Signed and acknowledged  
in the presence of:

**STONEBRIDGE LAND DEVELOPMENT, INC.**  
An Ohio corporation

VOL 003 | PAGE 148


Maureen Asher  
Debra Newman

By: Jessica A. Minesinger  
Its: President

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Jessica A. Minesinger its President, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

11<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this July day of 2001.

Debra Newman  
Notary Public  
 DEBRA A. NEWMAN  
Notary Public - Ohio  
My Comm. Expires 3-27-05

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & ASSOCIATES, P.C., a Professional Corporation, Courtview Center, Suite 300, 100 South Main Avenue, Sidney, OH 45266 (614) 492-1271.

*Stonebridge Land  
1204 Archer Dr.  
Jug OH 45373*

MIAMI COUNTY RECORDER  
JOHN W. O'BRIEN  
0386992  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
11/07/2003 08:19:06AM

REFERENCES 0  
RECORDING FEE 36.00  
PAGES: 3

**SECOND AMENDMENT TO  
DECLARATION OF SUBDIVISION**

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**ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS**

**STONEBRIDGE SUBDIVISION**

---

**VOL 0743 PAGE 732**

Prepared by:

Daniel A. Bensman  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

**SECOND AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This Second Amendment to the Declaration of Stonebridge Subdivision ("Second Amendment") is made and entered into this 3<sup>rd</sup> day of February, 2003, by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on February 14, 2001 at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. The Developer desires to amend the Declaration in order to correct the legal description contained in the Exhibit A attached to the Declaration.

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

- 1. The legal description contained in Exhibit A to the Declaration shall be deleted in its entirety and the following legal description shall be substituted in its place:

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 9009 through and including 9061, in Stonebridge Subdivision, Section 1, as shown by the Plat recorded in Volume 19, Pages 50, 50A, 50B, and 50C of the Plat Records of Miami County, Ohio.

- 2. Except as provided in this Second Amendment, all other terms and conditions of the Declaration, as amended, shall remain in full force and effect.

- 3. The Miami County Recorder is hereby requested to make a marginal notation of this Second Amendment on Exhibit A of the Declaration, which Exhibit A is filed for Record at Volume 713, Page 561 of the Deed Records of Miami County, Ohio.

IN WITNESS WHEREOF, this Second Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions and Restrictions has been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

**STONEBRIDGE LAND DEVELOPMENT, INC.**  
An Ohio corporation

By: *Diana Asher Sec/Treasurer*  
Diana Asher, Secretary/Treasurer

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Diana Asher, its Secretary/Treasurer, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

3<sup>RD</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this day of February, 2003.

*Jessica A. Minesinger*  
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional Association, Courtview Center, Suite 300, 100 South Main Avenue, Sidney, OH 45365 (937) 492-1271.



JESSICA A. MINESINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 31, 2008

VOL 0743 PAGE 734



MIAMI COUNTY RECORDER  
JOHN W. O'BRIEN  
0402101  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
06/07/2004 08:36:54AM

REFERENCES 1  
RECORDING FEE 80.00  
PAGES: 8

**THIRD AMENDMENT TO  
DECLARATION OF SUBDIVISION**

---

**ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS**

**STONEBRIDGE SUBDIVISION**

---

VOL 0750 PAGE 190

Prepared by:

Daniel A. Bensman  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

*One Stonebridge Road  
1304 Creech Dr  
Miamisburg, OH 45372*

**THIRD AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This Third Amendment to the Declaration of Stonebridge Subdivision ("Third Amendment") is made and entered into this 28<sup>th</sup> day of May, 2004, by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on February 14, 2001 at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. Section 6.2 of Article VI of the Declaration provides that the Developer reserves the right from time to time to amend the Declaration to include additional property as part of the Subdivision and that such additional property will become in all respects subject to the Declaration.
- D. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Third Amendment in order to add additional property to be known as Stonebridge Subdivision, Section 2, to the terms and conditions of the Declaration.
- E. The Developer further desires to amend the Declaration pursuant to the terms and conditions of this Third Amendment in order to establish quorum provisions for meetings of Members of the Association.
- F. The Developer further desires to amend the Declaration pursuant to the terms and conditions of this Third Amendment in order to modify the protective covenants and restrictions that regulate the installation and maintenance of flag poles.
- G. Section 6.2 of Article VI of the Declaration provides that the Developer reserves the right from time to time to amend the Declaration to include additional property to the definition of "Easement Areas" so that such additional Easement Areas will become subject to the terms of the Declaration governing the maintenance and control of Easement Areas by the Association.
- H. The Developer further desires to amend the Declaration pursuant to the terms and conditions of this Third Amendment in order to add the property subject to the landscape easements granted to the Association on Lots 9009 and 9061 in the Subdivision to the definition of "Easement Areas" and to establish the responsibility of the Association to maintain the landscaping located within such landscape easements.

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

1. Pursuant to Article VI and Article XI of the Declaration, the Developer hereby submits all of the property which is known as Stonebridge Subdivision, Section 2, consisting of lots 9712 through and including 9731 in the City of Troy, Miami County, Ohio, the legal description for which is attached as Exhibit A (hereafter the "Additional Property"). Such Additional Property shall be deemed to be a part of and included within the term "Subdivision" as that term is defined and used in the Declaration. All of the Additional Property described in Exhibit A attached hereto, and each part thereof, shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in the Declaration. All of the terms and conditions of the Declaration shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the Additional Property described in Exhibit A attached hereto or any part thereof, and shall be binding upon such parties' heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally subject to the Declaration.

2. Section 1.3, entitled "Voting Rights", of Article I of the Declaration shall be amended so as to add the following to the end of such section:

Notwithstanding any other provision of this Declaration or the Code of Regulations of the Association, those Members present at any annual or special meeting, in person or by proxy, shall constitute a quorum for authorization of any action taken at such meeting.

3. Section 7.30, entitled "Flag Poles", of Article VII of the Declaration shall be deleted in its entirety and the following shall be substituted in its place:

7.30. Flag Poles. The use of free standing flag poles is strongly discouraged by the Association. However, if Owner submits a written request to the Association detailing the placement, type, size, height and lighting of the pole and flag which is signed and dated by all contiguous property owners in support of the request, the flag pole may be permitted by the Association. The final decision regarding the approval of any freestanding flag pole shall be within the sole discretion of the Association. After installation of the free standing flag pole, if the Association, in its sole discretion, determines that the flag pole, the flag, or any lighting is not properly maintained by Owner, the Association shall have the right to order repair or removal of the flag pole by providing written notice to Owner. If Owner fails to perform the repair or removal of the flag pole within thirty (30) days of receipt of the written notice, the Association shall have the right to complete the repair or removal, and Owner shall promptly reimburse Association for all costs and expenses incurred in connection with such repair or removal, which costs and expenses shall constitute a lien upon Owner's Lot enforceable by appropriate proceedings at law or equity.

Flag poles may be attached to a residential structure provided that Association approval is obtained with respect to the placement and type of flag pole to be installed.

4. Paragraph 3 of the "DEFINITIONS" section of the Declaration shall be deleted in its entirety and the following shall be substituted in its place:

3. "Easement Areas" shall mean the real property lying within the Stone Lake easement area identified in Exhibit B attached hereto which is to be maintained by the Association together with any signage area and any landscape area identified in Exhibit C attached hereto. Easement Areas shall also include storm water retention ponds, grass areas, walking trails, benches, and other landscaping and improvements within any portion of the Easement Area.

5. Article II of the Declaration shall be amended by adding the following Section 2.8, entitled "Landscape Area Easement", which shall read as follows:

2.8. Landscape Area Easement. Every Owner of a Lot on which a landscape easement is located, as identified in Exhibit C attached hereto, hereby grants, conveys, and assigns to the Association an easement and right-of-way over the Lot for purposes of providing access to the landscaping and allowing the Association to maintain and/or repair such landscaping located within the landscape easement.

6. Except as provided in this Third Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

7. The Miami County Recorder is hereby requested to make a marginal notation of this Third Amendment on the Declaration, which Declaration is filed for Record at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.

IN WITNESS WHEREOF, this Third Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions and Restrictions has been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

STONEBRIDGE LAND DEVELOPMENT, INC.  
An Ohio corporation

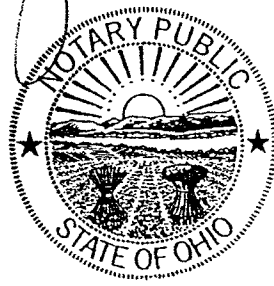
By: Diana Asher sec/treasurer  
Diana Asher, Secretary/Treasurer

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Diana Asher, its Secretary/Treasurer, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

28<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this day of May, 2004.

*Jessica A. Minesinger*  
Notary Public



JESSICA A. MINESINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 31, 2008

G:\Stonebridge Land\Third Amendment to Declaration.doc  
DAB-dja 6/4/04

VOL 0750 PAGE 194

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional Association, Courtview Center, Suite 300, 100 South Main Avenue, Sidney, OH 45365 (937) 492-1271.

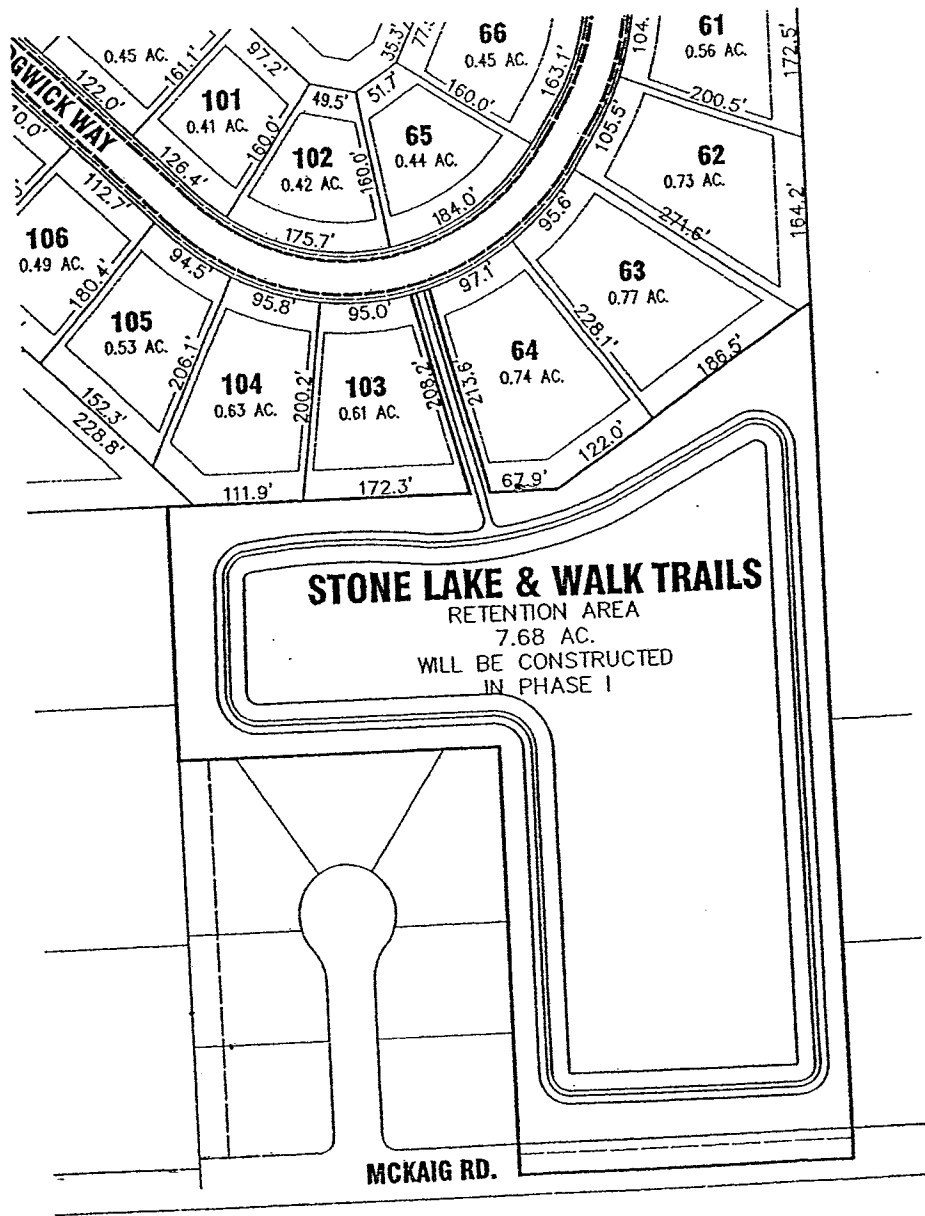
**EXHIBIT A**

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 9712 through and including 9731, in Stonebridge Subdivision, Section 2, as shown by the Plat recorded in Volume 20, Pages 88-88A of the Plat Records of Miami County, Ohio.

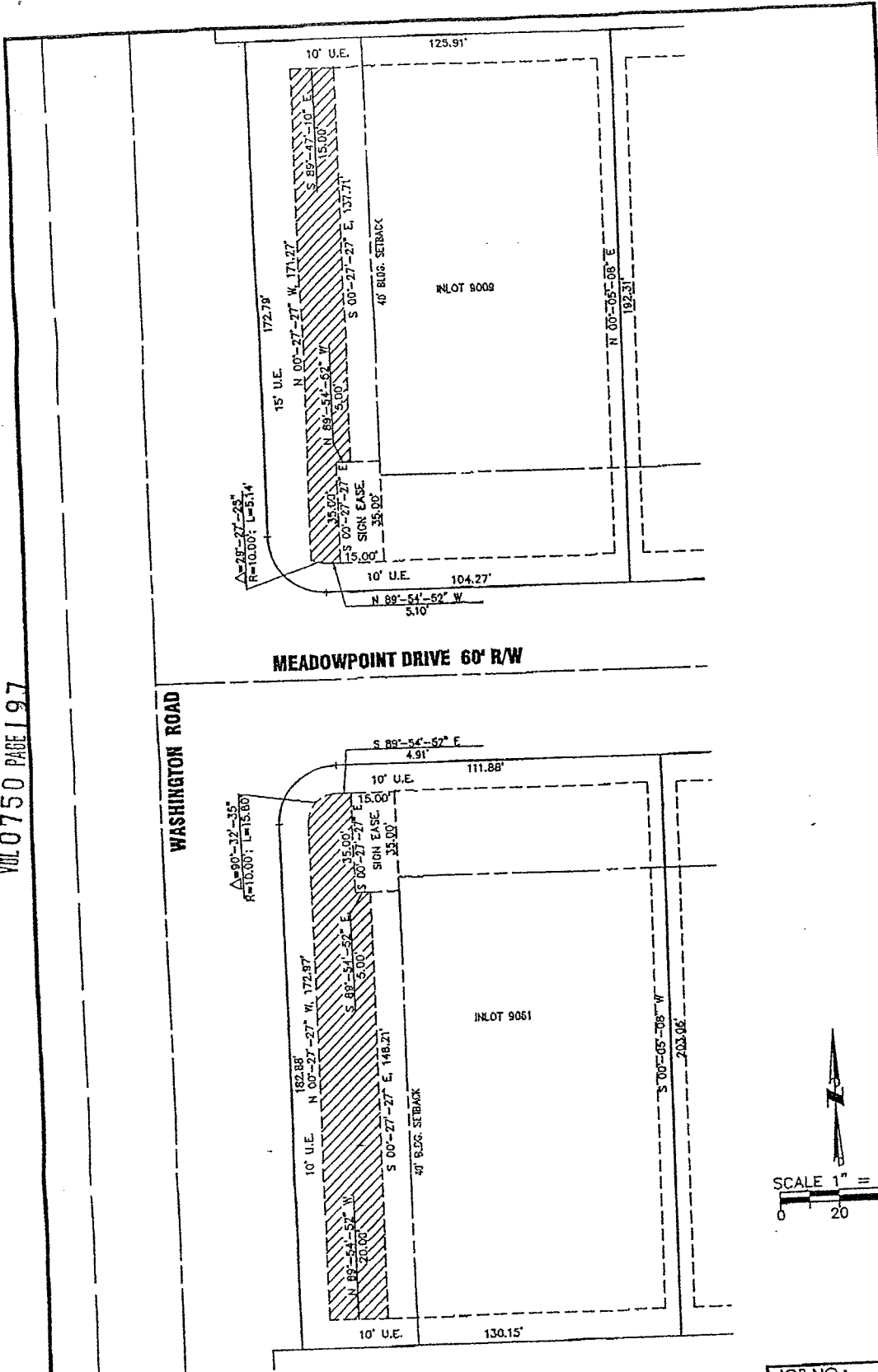
VOL 0750 PAGE 195

# EXHIBIT 'B'



VOL 0750 PAGE 196

VOL 0713 PAGE 612



**CHOICE ONE ENGINEERING**  
*the choice not an accident...*  
 440 E. HOEWISHER ROAD  
 SIDNEY, OHIO 45385  
 (937) 497-0200 • FAX (937) 497-0300  
 www.choiceoneengineering.com

**EXHIBIT 'C' SIGNAGE & LANDSCAPE EASEMENT**

JOB NO.:	MIA-TRO-0019
FILE:	MIA-TRO019PlantEase
DRAWING:	ComboEase.DWC
DRAWN BY:	seb



MIAMI COUNTY RECORDER  
JOHN W. O'BRIEN  
0427415  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
06/29/2005 08:12:45AM

REFERENCES 1  
RECORDING FEE 56.00  
PAGES: 5

FOURTH AMENDMENT TO  
DECLARATION OF SUBDIVISION

---

ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS

STONEBRIDGE SUBDIVISION

---

VOL 0762 PAGE 555

Prepared by:

Daniel A. Bensman  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

*Stonebridge Land Dev.  
1204 Archer Dr  
Troy, OH 45373*

**FOURTH AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This Fourth Amendment to the Declaration of Stonebridge Subdivision ("Fourth Amendment") is made and entered into this 28 day of June, 2005, by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on February 14, 2001 at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. Section 6.2 of Article VI of the Declaration provides that the Developer reserves the right from time to time to amend the Declaration to include additional property as part of the Subdivision and that such additional property will become in all respects subject to the Declaration.
- D. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Fourth Amendment in order to add additional property to be known as Stonebridge Subdivision, Section 3, to the terms and conditions of the Declaration.
- E. Upon the addition of Section 3 to Stonebridge Subdivision, the Developer will own a sufficient number of lots within Stonebridge Subdivision such that, pursuant to the voting rights provided for in Section 1.3 of Article I, the Developer will have a majority of the votes within the Association.
- F. Article III of the Declaration provides that the Board of Trustees of the Association is empowered to levy, assess, and collect annual assessments from the Owner of each and every Lot in the Subdivision. The current annual assessment is \$50 per Lot.
- G. As the Developer has recently completed the Stone Lake recreation area, the Developer has determined that it is necessary to increase the annual assessments collected from the Owners of the Lots within the Subdivision in order to provide for the proper maintenance of the Stone Lake recreation area.
- H. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Fourth Amendment in order to increase the annual assessment to \$100 per Lot.

YL0762 PAGE 56

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

1. Pursuant to Article VI and Article XI of the Declaration, the Developer hereby submits all of the property which is known as Stonebridge Subdivision, Section 3, consisting of lots 9897 through and including 9921 in the City of Troy, Miami County, Ohio, the legal description for which is attached as Exhibit A (hereafter the "Additional Property"). Such Additional Property shall be deemed to be a part of and included within the term "Subdivision" as that term is defined and used in the Declaration. All of the Additional Property described in Exhibit A attached hereto, and each part thereof, shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in the Declaration. All of the terms and conditions of the Declaration shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the Additional Property described in Exhibit A attached hereto or any part thereof, and shall be binding upon such parties' heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally subject to the Declaration.

2. Section 3.3, entitled "Amount of Annual Assessment", of Article III of the Declaration shall be deleted in its entirety and the following shall be substituted in its place:

The Board of Trustees shall be empowered to levy, assess, and collect from the Owner of each and every Lot in the Subdivision, excepting those Lots owned by the Developer, an annual assessment in the sum of \$100 per year. Provided, however, that such limit of \$100 per Lot per year may be increased upon the approval of a majority of the Lot Owners in the Subdivision.

3. Except as provided in this Fourth Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

4. The Miami County Recorder is hereby requested to make a marginal notation of this Fourth Amendment on the Declaration, which Declaration is filed for Record at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.

IN WITNESS WHEREOF, this Fourth Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions and Restrictions has been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

STONEBRIDGE LAND DEVELOPMENT, INC.  
An Ohio corporation

By: Diana Asher *Diana Asher*  
Diana Asher, Secretary/Treasurer

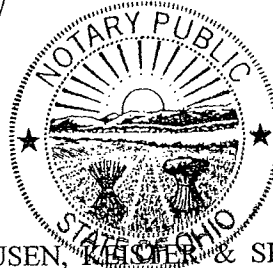
VL0762 PAGE 57

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Diana Asher, its Secretary/Treasurer, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

28<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this day of June, 2005.

  
\_\_\_\_\_  
Notary Public



JESSICA A. MINESINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 31, 2008

This instrument prepared by: FAULKNER, GARMHAUSEN, KEEFER & SHENK, A Legal Professional Association, Courtview Center, Suite 300, 100 South Main Avenue, Sidney, OH 45365 (937) 492-1271.

G:\Stonebridge Land\Fourth Amendment to Declaration.doc  
DAB-dja 6/22/05

YBL0762 PAGE558

**EXHIBIT A**

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 9897 through and including 9921, in Stonebridge Subdivision, Section 3, as shown by the Plat recorded in Volume 21, Pages 25 of the Plat Records of Miami County, Ohio.

VOL 0762 PAGE 59

FIFTH AMENDMENT TO  
DECLARATION OF SUBDIVISION

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ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS

STONEBRIDGE SUBDIVISION

---

VOL 0771 PAGE 767

Prepared by:

Jeremy M. Tomb  
Tomb Law  
124 West Main Street  
Troy, OH 45373  
Phone: (937) 339-3939  
Facsimile: (937) 440-1659

*Law Stonebridge and Dec.  
1204 Meder Dr.*

**FIFTH AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This Fifth Amendment to the Declaration of Stonebridge Subdivision ("Fifth Amendment") is made and entered into this 8<sup>th</sup> day of May, 2006, by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on February 14, 2001 at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. Section 6.2 of the Article VI of the Declaration provides that the Developer reserves the right from time to time to amend the Declaration to include additional property as part of the Subdivision and that such additional property will become in all respects subject to the Declaration.
- D. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Fifth Amendment in order to add additional property to be known as Stonebridge Subdivision, Section 4, to the terms and conditions of the Declaration.

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

1. Pursuant to Article VI and Article XI of the Declaration, the Developer hereby submits all of the property which is known as Stonebridge Subdivision, Section 4, consisting of lots 10045 through and including 10067 in the City of Troy, Miami County, Ohio, the legal description for which is attached as Exhibit A (hereafter the "Additional Property"). Such Additional Property shall be deemed to be a part of and included within the term "Subdivision" as that term is defined and used in the Declaration. All of the Additional Property described in Exhibit A attached hereto, and each part thereof, shall be held, sold, and conveyed subject to the easements, covenants, conditions and restrictions contained in the Declaration. All of the terms and conditions of the Declaration shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the Additional Property described in Exhibit A attached hereto or any part thereof, and shall be binding upon such parties' heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally subject to the Declaration.

2. Except as provided in this Fifth Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

3. The Miami County Recorder is hereby requested to make a marginal notation of this Fifth Amendment on the Declaration, which Declaration is filed for Record at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.

IN WITNESS WHEREOF, this Fifth Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions have been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

STONEBRIDGE LAND DEVELOPMENT, INC.  
An Ohio corporation

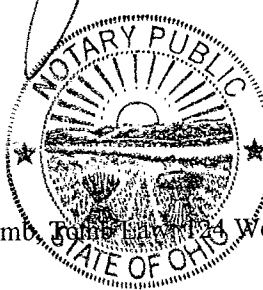
By: *Diana Asher*  
Diana Asher, Secretary/Treasurer

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Diana Asher, its Secretary/Treasurer, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 8<sup>th</sup> day of May, 2006.

*Jessica A. Minesinger*  
Notary Public



JESSICA A. MINESINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 31, 2008

This instrument prepared by: Jeremy M. Tomb, Tomb Law Firm, 124 West Main Street, Troy, OH 45373 (937) 339-3939.

K:\Troy Practice\CLIENT FILES - OPEN\STONEBRIDGE (Fifth Amendment to Declaration of Subdivision).doc

VOL. 0771 PAGE 769



**EXHIBIT A**

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 10045 through and including 10067 in Stonebridge Subdivision, Section 4, as shown by the Plat recorded in Volume 21, Pages 75 & 75-A of the Plat Records of Miami County, Ohio.

**VOL 0771 PAGE 770**



MIAMI COUNTY RECORDER  
JOHN W. O'BRIEN  
**0447349**

PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
05/10/2006 09:34:45AM

REFERENCES 1  
RECORDING FEE 48.00  
PAGES: 4



MIAMI COUNTY RECORDER  
JOHN S ALEXANDER

0484802

PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
03/28/2008 11:45:06AM

REFERENCES 0  
RECORDING FEE 44.00  
PAGES: 4

SIXTH AMENDMENT TO  
DECLARATION OF SUBDIVISION

---

ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PROJECT KNOWN AS

STONEBRIDGE SUBDIVISION

---

VOLO793 PAGE352

Prepared by:

Jeremy M. Tomb  
TOMB ROBERTS & BUCIO, LLP  
124 West Main Street  
Troy, OH 45373  
Phone: (937) 339-3939  
Facsimile: (937) 440-1659  
[jeremytomb@tomblaw.com](mailto:jeremytomb@tomblaw.com)

env- Stone Bridge Land Dev.  
124 W Main St  
Troy, OH 45373

**SIXTH AMENDMENT TO DECLARATION  
OF  
STONEBRIDGE SUBDIVISION**

This Sixth Amendment to the Declaration of Stonebridge Subdivision (“Sixth Amendment”) is made and entered into this 31st day of March, 2008, by **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation (“Developer”), for the purpose of amending the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions.

**RECITALS**

- A. On February 14, 2001, certain real property located in the City of Troy, Miami County, Ohio was submitted to the provisions of the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions (the “Declaration”), which Declaration was filed for record on February 14, 2001 at Volume 713, Pages 545-578 of the Deed Records of Miami County, Ohio.
- B. Article XI of the Declaration provides that the Declaration may be amended by the sole act of Developer up to the time Developer relinquishes control of the Association. The Developer has not relinquished control of the Association.
- C. Section 6.2 of the Article VI of the Declaration provides that the Developer reserves the right from time to time to amend the Declaration to include additional property as part of the Subdivision and that such additional property will become in all respects subject to the Declaration.
- D. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Sixth Amendment in order to add additional property to be known as Stonebridge Subdivision, Section 5, to the terms and conditions of the Declaration.
- E. The Developer further desires to amend the Declaration pursuant to the terms and conditions of this Sixth Amendment in order to establish the provision that the Developer reserves the right to appoint all of the initial and successor members of the Committee at such time as the Developer elects by written instrument recorded in the Office of the Recorder of the Miami County, Ohio to terminate its control of the Committee.

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

1. Pursuant to Article VI and Article XI of the Declaration, the Developer hereby submits all of the property which is known as Stonebridge Subdivision, Section 5, consisting of lots 10165 through and including 10192 in the City of Troy, Miami County, Ohio, the legal description for which is attached as Exhibit A (hereafter the “Additional Property”). Such Additional Property shall be deemed to be a part of and included within the term “Subdivision” as that term is defined and used in the Declaration. All of the Additional Property described in Exhibit A attached hereto, and each part thereof, shall be held, sold, and conveyed subject to the easements, covenants, conditions and restrictions contained in the Declaration. All of the terms and conditions of the Declaration shall constitute covenants running with the land and shall be binding on all parties having any right, title, or

interest in the Additional Property described in Exhibit A attached hereto or any part thereof, and shall be binding upon such parties' heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally subject to the Declaration.

2. The first Stonebridge Neighborhood Association Board of Trustees shall be appointed by the Developer with each Trustee serving from the time that the Developer relinquishes their rights or (180) days after the Closing of the sale of all Lots in the Subdivision by the Developer whichever shall first occur until the next Annual meeting of Members which shall be held no later than twelve months thereafter. No meeting between Developer and the Members is required for the initial appointment of Trustees and conveyance of all management of the Stonebridge Neighborhood Association, Inc.

3. Except as provided in this Sixth Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

4. The Miami County Recorder is hereby requested to make a marginal notation of this Sixth Amendment on the Declaration, which Declaration is filed for Record at Volume 713, Page 545 of the Deed Records of Miami County, Ohio.

IN WITNESS WHEREOF, this Sixth Amendment to the Stonebridge Subdivision Declaration of Covenants, Conditions, and Restrictions have been executed by Stonebridge Land Development, Inc. as the Developer of the Subdivision.

STONEBRIDGE LAND DEVELOPMENT, INC.  
An Ohio corporation

By: *Diana Asher*  
Diana Asher, Secretary/Treasurer

STATE OF OHIO  
COUNTY OF MIAMI / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STONEBRIDGE LAND DEVELOPMENT, INC.**, an Ohio corporation, by Diana Asher, its Secretary/Treasurer, and acknowledged the signing thereof to be her voluntary act and deed, and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal this 28<sup>th</sup> day of March, 2008.

*Lee Anne Buchanan aka Murphy*  
Notary Public

This instrument prepared by: Jeremy M. Tomb, Tomb Roberts & Bucio, LLP,  
[jerermymomb@tomblaw.com](mailto:jerermymomb@tomblaw.com) 124 West Main Street, Troy, OH 45373 (937) 339-3939.

LEE ANNE MURPHY, Notary Public  
In and for the State of Ohio  
My Commission Expires 9-18-10

VOL 0793 PAGE 354



**EXHIBIT A**

Situated in the County of Miami, State of Ohio, and City of Troy:

Being Lot Numbers 10165 through and including 10192 in Stonebridge Subdivision, Section 5, as shown by the Plat recorded in Volume ~~21~~, Pages ~~75~~ & ~~75-A~~ of the Plat Records of Miami County, Ohio.

22 11 ~ 11-A