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Montgomery County
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KARL L. KEITH, COUNTY AUDITOR

**FIRST AMENDMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

FOR

NORTH CLAYTON DEVELOPMENT

**IN THE CITY OF CLAYTON,
MONTGOMERY COUNTY, OHIO**

THIS INSTRUMENT PREPARED BY:

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PLAT REFERENCE:

Book 204
Pages 15-15A

PRIOR RECORDINGS:

Declaration: SP-I-06-067786

**FIRST AMENDMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ("Amendment") is made by the Declarant of the voting power of the entire membership, effective as of the date of recording of this instrument, under the circumstances summarized in the following Recitals, which utilize capitalized terms as defined in the Declaration.

RECITALS

A. On July 24, 2006, North Clayton Development, LLC, an Ohio limited liability company ("Developer"), executed and recorded a Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for North Clayton Development ("Declaration"). The Declaration is recorded at Microfiche Number SP-I-06-067786 of the Deed Records of Montgomery County, Ohio. The plat of Phase I of the subdivision is recorded at Book 204, Pages 15-15A of the Plat Records of Montgomery County, Ohio.

B. On July 31, 2006, Developer formed the North Clayton Master Owners Association, Inc. ("HOA"), a non-profit corporation organized and existing under the provisions of Chapter 1702 of the Ohio Revised Code.

C. Article 8 of the Declaration allows the Declaration to be amended with the approval of Developer, and requires that any such amendment be in writing and effective on the date it is recorded.

D. Article 6.1.4 of the Declaration gives the Developer sole and exclusive right, power, and authority to appoint and remove the members of the Board of Directors and the officers of the HOA so long as Developer holds a Project Interest in North Clayton.

E. Article 6.3.3 of the Declaration makes the HOA responsible for the maintenance, landscaping, and upkeep of the Common Areas and Common Facilities.

F. Article 6.5 allows the HOA to levy Assessments for, *inter alia*, the maintenance, landscaping, and upkeep of the Common Areas and Common Facilities.

G. North Clayton Community Authority ("NCA") is a new community authority organized and existing Ohio Revised Code Section 349.01, et seq., and having all of the powers and duties set forth by statute.

H. Developer wishes to assign to NCA, and NCA wishes to accept from Developer, the obligations of maintenance, landscaping, and upkeep of the Common Areas and Common Facilities and the right to levy Assessments for the maintenance, landscaping, and upkeep of the Common Areas and Common Facilities.

AMENDMENT TO DECLARATION

NOW, THEREFORE, the Developer makes the following First Amendment to the Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for North Clayton Development:

1. Article 6.3.3 of the Declaration is hereby amended to read as follows in its entirety:

6.3.3 The Master Owners Association shall be responsible for the maintenance, landscaping, and upkeep of the Common Areas and Common Facilities. The Master Owners Association may, at its discretion, enter into contracts from time to time with the North Clayton Community Authority or any other party to assign the obligations for maintenance, landscaping, and upkeep of the Common Areas and Common Facilities. Any such contract entered into by the Master Owners Association shall be binding and enforceable against the Developer in accordance with the terms of such contract.

2. Article 6.5.12 is hereby added to the Declaration to read as follows in its entirety:

6.5.12 No Duplicate Assessments. Any contract entered into by the Master Owners Association pursuant to Article 6.3.3 of this Declaration may also assign the right to levy and collect Assessments for the maintenance, landscaping, and upkeep of the Common Areas and Common Assessments. To the extent that the North Clayton Community Authority or any other third party levies such Assessments pursuant to any such contract, neither the Developer nor the Master Owners Association shall levy or collect any Assessments for those services.

3. Defined Terms. All capitalized words and phrases in the Amendment have the same meanings as defined in the Declaration, as amended.

4. Effect of Amendment. With the exception of the revisions set forth herein, all terms and conditions of the Declaration and previous amendments are the same, and remain in full force and effect to the same extent as if the terms of this Amendment had been included as a part of the original Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by themselves personally or their duly authorized and acting proxies.

