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Eric C Sears

Greene County Recorder

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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
BLUEGRASS CROSSINGS AT
STONEHILL
VILLAGE**

Located At

**STONEHILL VILLAGE
BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO**

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Supplemental Declaration Of Covenants, Conditions And Restrictions For Bluegrass Crossings at Stonehill Village

THIS SUPPLEMENTAL DECLARATION is made by **NUTTER ENTERPRISES, LTD.**, an Ohio limited liability company (“Developer”), together with **KERWN PINK, LLC** and **KERWN RED, LLC**, both Ohio limited liability companies, effective as of the date this instrument is recorded in the office of the Greene County Recorder.

Article One Introduction

Section 1.01 Background of the Community

The Developer has created a master-planned community known as Stonehill Village. The Community is a mixed-use residential and business development integrated into a unique, unified environment. The segments of the Community are grouped into Neighborhoods. Each Neighborhood has common characteristics, including permitted uses, architectural design and size of Primary Structures, and location within the Community. The Developer implemented the structure for the Community by recording a Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village in the Recorder's Office of Greene County, Ohio. The Declaration is the comprehensive development plan for the Community that describes the rights and obligations of all Owners and Users of the Lots and Common Areas in the Community.

Section 1.02 Purpose of Supplemental Declaration

The purpose of this Supplemental Declaration is to integrate the subject Neighborhood as a functioning part of the Community. This Supplemental Declaration also describes additional rights, obligations, covenants, conditions and restrictions applicable to this Neighborhood that are not otherwise described in the Declaration.

Section 1.03 Coordination with Declaration

The Developer reserved the right in the Declaration to amend and supplement the Declaration as each Neighborhood is activated. This Supplemental Declaration is an amendment to the Declaration. It supplements the Declaration with additional terms and conditions that apply only to this Neighborhood, and does not modify or eliminate any terms or conditions of the Declaration. The Declaration remains in full force and effect, and applies to all aspects of the Neighborhood described in this Supplemental Declaration. This Supplemental Declaration is subordinate to the Declaration.

Section 1.04 Owners

The Developer, through its Related Entities KERWN Pink, LLC, an Ohio limited liability company, and KERWN Red, LLC, an Ohio limited liability company, are the current fee title holders to the premises which will comprise the Neighborhood, and they join in this Supplemental Declaration for the purpose described in Section 2.01. The Master Declaration also permits the Developer to assign its rights and delegate its obligations to a Related Entity with respect to the development of a particular Neighborhood. This Supplemental Declaration contains provisions regarding the rights and obligations of the Related Entity.

Section 1.05 Incorporation of Other Governing Documents

This Supplemental Declaration is one of the Governing Documents for the Community. It is to be interpreted and enforced in conjunction with all of the other Governing Documents, and not as an independent instrument. Other documents referred to in this Supplemental Declaration are also made a part of the Governing Documents. All of these Governing Documents are incorporated into this Supplemental Declaration by reference, and are made a material part of this Supplemental Declaration to the same extent as if they were completely rewritten in this Supplemental Declaration, or were attached to this Supplemental Declaration as exhibits. This Section will be deemed to be conclusive and binding constructive notice on every Person of the existence of all of these Governing Documents, regardless of whether or not all or any of those Governing Documents are ever recorded in the public records. By accepting a deed to a Lot in this Neighborhood, every Owner will be deemed to have notice of, to consent to, and to agree to be unconditionally bound by, all terms, conditions, rights and obligations of each and every Governing Document, whether now in existence or created in the future, and including all future amendments to any of the Governing Documents. Any Owner, or any purchaser under contract to buy a Lot in this Neighborhood, may obtain a copy of all or any portion of the Governing Documents upon written request to the Association and payment of any applicable charge for the copy.

Section 1.06 Defined Terms

Words and phrases in this Supplemental Declaration that have specifically defined meanings are indicated with capital first letters. All of these defined terms have the same meanings as described in the Glossary of Defined Terms attached to the Declaration as Exhibit C.

Section 1.07 Interpretation

This Supplemental Declaration must be liberally construed in a manner that will best achieve the purpose, intent, goals, and objectives of the Declaration. During the Development Period, the Developer will have the exclusive power and discretion to resolve any questions concerning the proper interpretation of this Supplemental Declaration. After the Development Period, the Executive Board of the Association will have the exclusive power and discretion concerning these interpretations. All interpretative decisions of the Developer and the Executive Board will be final and binding on all Persons. If there is a conflict between the terms of the Declaration and this Supplemental Declaration, the terms of the Declaration will control.

Section 1.08 Exercise of Discretion

Many aspects of the Governing Documents, and other decisions regarding the appropriate development and operation of the Community, require decisions that involve careful thought, analysis, and exercise of discretion concerning what is in the best interests of the Neighborhood and the Community as a whole, in light of the Developer's underlying intent, purposes, and goals as reflected in the Declaration and this Supplemental Declaration. Therefore, unless a different standard is specifically stated in a particular provision, whenever any provision of this Supplemental Declaration, or any of the other Governing Documents, requires or permits a judgment, decision, or determination by the Developer, the Developer will have the sole, absolute, and exclusive power and discretion to make the judgment, decision, or determination without any notice to or consent of any other Person. This standard will apply whether or not it is specifically stated in the provision requiring or permitting the judgment, decision, or determination. Further, the standard in this Section will apply to all judgments, decisions, or determinations of the Association, the Association Board, the Executive Board, the Neighborhood Society and Council, and the Design Review Board, where action by any of those entities is required or permitted.

Article Two Creation of Neighborhood

Section 2.01 Submission of Neighborhood

In order to implement the Developer's plan of development for the Bluegrass Crossings at Stonehill Village Neighborhood, the Developer and its Related Entities declare that all of that portion of the Stonehill Village Property described on attached Exhibit A must be held, used, occupied, improved, sold, conveyed, and otherwise transferred and owned subject to all of the terms, covenants, conditions, and restrictions described in the Declaration and this Supplemental Declaration. The Declaration, this Supplemental Declaration, and all of the other Governing Documents are unconditionally binding upon all of the Property described on Exhibit A, and upon all Persons who own, occupy, or use any portion of that Property.

(a) Mixed-Use Business District and Residential Neighborhood

Under Section 4.01 of the Declaration, the Developer reserved the right to create one or more mixed-use Neighborhoods that combine residential and business uses, in the Developer's discretion, if the Developer believes this type of Neighborhood would be beneficial to the Community.

(b) High Density Residential

Under Section 4.02(C) of the Declaration, certain Residential Neighborhoods may be designated as high density, with an average of five to a maximum of eight dwelling units per acre. Such Neighborhoods are to be used for multi-family residences, which may include condominium units, townhouses, apartments, senior adult housing apartments, and senior adult assisted living and nursing home

care facilities. The Residential Neighborhood portions of Bluegrass Crossings at Stonehill Village shall be considered to be a high density Residential Neighborhood.

(c) Business District

Under Section 4.03 of the Declaration, the Developer planned to include one or more Business District Neighborhoods in the Community. The current Stonehill Village Concept Plan, as approved by Beaver Creek Township, designates the land comprising Bluegrass Crossings at Stonehill Village as the only portion of Stonehill Village in which commercial office and multi-family residential is permitted, such area being designated as the “Village Center.” The Developer retains the right, to the extent approved by Beaver Creek Township, to include additional Business District Neighborhoods in the future. The Business District Neighborhood is to contain a mix of retail, service and office businesses, in the discretion of the Developer. The commercial use portions of Bluegrass Crossings at Stonehill Village shall be a Business District Neighborhood.

Section 2.02 Name of Neighborhood

The formal name of this Neighborhood is “Bluegrass Crossings at Stonehill Village.” The abbreviated name of this Neighborhood is “Bluegrass Crossings.”

Section 2.03 Activation

Upon recording this Supplemental Declaration in the office of the Greene County Recorder, all of the Property described on attached Exhibit A is formally activated as a Neighborhood of the Community. The Developer will systematically integrate each respective portion of this Neighborhood as functioning parts of the Community by recording, or causing to be recorded, a Plat for the Section of the Neighborhood then under development. Recording of each Plat will trigger the enforceability of the Declaration, this Supplemental Declaration, and all of the other Governing Documents with respect to that Section of the Neighborhood described in the Plat.

Section 2.04 Relationship to Community

Bluegrass Crossings at Stonehill Village is one of several Neighborhoods in the Community. This Neighborhood is contemplated in the Master Concept Plan, and is being integrated into the Community consistent with the Master Concept Plan. As part of the Community, this Neighborhood is a single component of the development plan for all of Stonehill Village. This Neighborhood will co-exist in the Community in relationship with all other present and future Neighborhoods of the Community in the manner described in the Declaration, but not as a separate, independent subdivision. Except as specifically provided in this Supplemental Declaration, the Owners and Occupants of the Lots in this Neighborhood will have all of the rights and privileges, and be subject to all of the obligations and restrictions, under the Declaration.

(a) No Access to Recreation Facilities

Owners and Occupants of the Lots in Bluegrass Crossings at Stonehill Village will not have access to the Recreation Facilities in the Community, including but not limited to the pools, basketball courts, tennis courts, playgrounds, exercise facilities and the Centre at Stonehill Village. Owners and Occupants of the Lots in Bluegrass Crossings shall not be issued a key card or other mechanism to access the Centre at Stonehill Village or any of the Recreation Facilities in the Community.

(b) Occupants Other Than Owners

For any Lot in Bluegrass Crossings that is devoted to rental units, rather than ownership by the Occupants, or that is devoted to commercial use, the Occupants and all Users shall be bound by and must adhere to all of the rules, regulations, conditions, and restrictions provided in the Governing Documents. By accepting the deeds to their Lots, the Owners of each Lot in Bluegrass Crossings agree to be responsible for overseeing the Occupants and other Users on their respective Lots, to ensure that all Persons adhere to the Governing Documents at all times. Each Owner shall be liable for any violations of the Governing Documents by Occupants and Users on the Owner's Lot to the same extent as if the Owner committed the violation.

Section 2.05 Subordination to Applicable Law

This Supplemental Declaration is subject to Applicable Law of all Government Entities. This includes all conditions and requirements of Beaver Creek Township Zoning Case #671, any amendments of that Zoning Case, all other applicable zoning regulations, and applicable subdivision regulations of Beaver Creek Township and Greene County, Ohio.

**Article Three
Neighborhood Development Plan**

Section 3.01 Neighborhood Concept Plan

The concept plan for Bluegrass Crossings at Stonehill Village is attached to this Supplemental Declaration as Exhibit B. This Neighborhood Concept Plan illustrates the general manner in which the Developer intends to subdivide and develop the Neighborhood. The Neighborhood Concept Plan depicts the Developer's present intention for development of the Neighborhood. However, the Developer reserves the right to modify the Neighborhood Concept Plan at any time and for any reason without any notice to or consent of any Person. Any modification of the Neighborhood Concept Plan will be subject to satisfaction of applicable zoning and subdivision requirements and approvals of appropriate Government Entities.

Section 3.02 Permitted Uses

Bluegrass Crossings at Stonehill Village combines the mixed uses of a high density Residential Neighborhood and a Business District Neighborhood. All Lots in this Neighborhood will be used for multi-family residential purposes or permitted commercial purposes, but not for any other purpose. This limitation on permitted uses does not apply to those portions of the Neighborhood designated as Common Area or dedicated for public use.

(a) Prohibited Commercial Uses

No Lot or portion of a Lot in the Bluegrass Crossings at Stonehill Village Neighborhood may be used for any of the following commercial activities:

1. Businesses primarily devoted to the sale of automobile parts and automobile accessories
2. Businesses offering rental or storage of automobiles or trucks
3. Businesses offering new or used car, truck or motorcycle sales
4. Businesses providing automobile repair services
5. Pawn shops
6. Tattoo parlors
7. Animal kennels

Section 3.03 Phasing of Development

The Developer will subdivide the Property within the Neighborhood by recording, or causing to be recorded, one or more Plats in the office of the Greene County Recorder. Each Plat will constitute a Section of the Neighborhood, and will be designated sequentially in the order in which the Developer subdivides the Neighborhood. More than one Section may be under development at the same time. Completion of the sequence of Sections will complete the Phase of the Community constituting this Neighborhood. Each Plat will show the specific layout of the Lots, Common Areas and portions of the Property dedicated for public use. A Plat may also show specific easements for Public Utilities. All Easement Areas described in the Declaration may not be specifically indicated on a Plat. Failure to particularly describe or designate a specific Easement Area on a Plat will not diminish the effectiveness of the easements reserved in the Declaration.

Section 3.04 Common Areas and Private Green Space

Each Plat will show any portions of the Neighborhood that are designated as Common Area, and any portions of the Neighborhood that are designated as private green space. Private green space is for the private benefit of the Owner and Occupants of the Lot, but not the Neighborhood or Community as a whole. The care and maintenance of all private green space shall remain the

responsibility of the Owner, at the Owner's expense, in accordance with the standards set forth in the Governing Documents for the Community. The Association and the Neighborhood Society reserve the right to promulgate Rules and Regulations to further define the care and maintenance responsibilities. Upon recording each Plat, the designated Common Area will be automatically activated as Functioning Common Area. After recording a Plat for the Neighborhood, and upon completion of development of the Common Area to the Association's reasonable satisfaction, the Developer will convey, or cause the conveyance of, all of the Common Areas described on the Plat to the Association. The conveyances will be accomplished by recording a limited warranty deed from the Owner(s) of the impacted Lot(s) to the Association. The Association may delegate all or specific portions of its maintenance and assessment responsibilities concerning Common Areas in this Neighborhood to the Neighborhood Society. Prior to the conveyance of each Common Area to the Association, the Owner of the Lot containing the Common Area shall have the obligation to develop and maintain the Common Area, to the same standards as the Association maintains the other Common Areas in the Community, at the Owner's expense. After the Common Areas are conveyed to the Association, the Association will maintain the Common Areas, at the Association's expense.

(a) Nature of Common Areas

The primary Common Areas in Bluegrass Crossings shall consist of Bike and Jogging Paths. Use of the Bike and Jogging Paths will be subject to the Rules and Regulations for Common Areas promulgated by the Executive Board of the Association. Parking lots, sidewalks, landscaping, and lighting located on a Lot along the streetscape of a primary road in the Neighborhood, and in any right-of-way adjacent to a Lot, and all drainage easements, swales, ditches, detention and retention basins are also Common Areas. Each Lot Owner is responsible for the payment of assessments for the care and maintenance of the Common Areas in the Neighborhood, pursuant to Section 4.05 of this Supplemental Declaration.

Section 3.05 Design Controls

All of the design controls described in the Declaration apply to this Neighborhood, except to the extent modified in this Supplemental Declaration or in the Neighborhood Design Review Standards for Bluegrass Crossings at Stonehill Village. All Improvements and construction activities in the Neighborhood are subject to compliance with the Declaration and all of the Community Design Review Standards. In addition, the Developer reserves the right to adopt Neighborhood Design Review Standards to supplement the Community DRS, in addition to the Neighborhood Design Review Standards recited in this Section. These Neighborhood DRS impose specific standards, requirements, policies, and procedures that apply to this particular Neighborhood. The Design Review Board has jurisdiction over all Improvements in the Neighborhood in order to ensure compliance with the Declaration and all of the Governing Documents. The authority of the DRB is described in the Declaration. This Supplemental Declaration does not create any additional rights or obligations on the DRB.

(a) General Standards for Neighborhood

All structural and landscape Improvements to be constructed on a Lot are subject to the prior review and approval of the Council of the Neighborhood Society. Initial Improvements must be approved by the Developer as part of the process of negotiating the sale of Lots to individual Owners, and any Improvements so approved will not require an additional application. The goal of the Design Review Standards for this Neighborhood is to create a cohesive, aesthetically appealing character to the Neighborhood as a whole.

(b) Application for Changes to Landscaping and Improvements

Any Owner of a Lot in this Neighborhood who desires to make any change, addition or other alteration to the exterior of a structure, or any landscape feature, on the Lot must first submit an application to the Council of the Neighborhood Society. The substance of the application must substantially conform with the requirements of the Community DRS for Stonehill Village and any relevant Rules and Regulations, as may be amended from time to time. The Council of the Neighborhood Society will issue decisions on all applications in lieu of the DRB, but all decisions of the Council of the Neighborhood Society related to design matters are subject to the discretionary review and approval of the DRB.

(c) Storm Water Drainage Areas

All drainage easements, swales, ditches, detention and retention basins located on a Lot, as depicted on a Plat, must be free and clear of any obstructions that could prevent maintenance of drainage facilities. No structure, planting, fencing, culvert, or other material may be placed or permitted to remain in an easement area if it may obstruct or divert the flow through the watercourse.

(d) Restriction on Use of Certain Materials

In the construction of Improvements on a Lot, no Owner may use any foam coating spray on an exterior surface of a structure. Owners are encouraged to utilize cement boards, stone, brick and other durable materials in the construction of exterior surfaces of structures. Watertables constructed with a stone veneer shall be used on structures, as well as stone-wrapped square columns or round columns in the colonial horse farm style of the Bluegrass region of central Kentucky.

(e) General Landscape Requirements

Ample landscaping must be added to all areas of a Lot that face a street (within the Neighborhood or outside of the Neighborhood), neighboring Lots in other parts of the Stonehill Village Community, and all Bike and Jogging Paths.

(f) Plant Species

An application to the DRB to plant a species on a Lot will be denied if the proposed species is prohibited by the detailed guides attached to the Community DRS and its Rules and Regulations, as updated from time to time to address changing ecosystems and disease patterns. All trees must be planted so that the mature crown is maintained within the confines of the Lot and branches do not encroach upon any sidewalks. Careful attention should be paid to the potential of the root system damaging walls, structures and sidewalks when determining placement of trees. The Owner is responsible for the care and good maintenance of all trees located on the Lot, even those that existed on the Lot prior to the Owner's purchase and those street trees located in the Right-of-Way of the Lot. In developing Landscape Plans, Owners must select high-quality plant materials that complement native species and are compatible with existing environmental and ecological conditions. To the greatest extent possible, Landscape Plans should be developed with a variety of evergreen, deciduous and perennial materials to ensure continuity and appeal through all seasons. The DRB may, in its sole discretion, require that initial plantings be of a certain size, to promote the likelihood of a healthy transplant.

Section 3.06 Protective Covenants and Restrictions

All protective covenants and restrictions described in the Declaration apply to this Neighborhood. In addition to those protective covenants and restrictions described in the Declaration, the following additional protective covenants or restrictions apply to this Neighborhood:

(a) Restriction on Skilled Nursing Facilities

For so long as TEB Realty, LLC, an Ohio limited liability company (or its related entities) owns a Lot in this Neighborhood and operates a skilled nursing facility on the Lot, no other Lot or portion of a Lot in this Neighborhood shall be used for the construction, development, or operation of a skilled nursing facility. This provision is intended to run with the land and be binding on the Association, the Bluegrass Crossings Neighborhood Society all future Owners and prospective owners in this Neighborhood. Developer, on behalf of the Developer and on behalf of the Association and the Bluegrass Crossings Neighborhood Society, agrees that this provision cannot be amended without the prior written consent of TEB Realty, LLC, or its related entities, successors, or assigns.

Section 3.07 Easements

All easements described in the Declaration apply to this Neighborhood. In addition to those easements described in the Declaration, the following additional easements apply to this Neighborhood:

(a) Easement for Construction

The Developer hereby grants permission for each Owner to use the easement for construction reserved by the Developer in Section 9.09 of the Declaration. Such permission begins at the time the Developer conveys a Lot to the Owner, and ends at the time that the Owner completes all development Work on the Lot.

(b) Easement for Signs

The Developer hereby reserves a perpetual easement in favor of the Developer, the Association, the Bluegrass Crossings Neighborhood Society, and all Owners in the Bluegrass Crossings Neighborhood for the purpose of erecting and maintaining monument signs denoting the location of businesses operated by the Owners on their respective Lots. The location and design of such signs must be approved in advance by the Developer during the Development Period, and by the Design Review Board after the Development Period. The Bluegrass Crossings Neighborhood Society will be responsible for the ongoing maintenance and repair of the monument signs, and the cost of this shall be part of the Assessments charged to the Owners. The easement created by this subsection entitles the grantee to enter the easement area for the construction, maintenance, and repair of the signage and any landscaping and lighting surrounding the signage.

**Article Four
Management of Neighborhood**

Section 4.01 Creation of Society

The Developer will form an Ohio non-profit corporation named Bluegrass Crossings Neighborhood Society, Inc. The Developer will file the Articles of Incorporation and Original Appointment of Statutory Agent in the office of the Ohio Secretary of State to formally create this Society. As sole incorporator of the Society, the Developer will also adopt the Canons of Order to serve as the code of regulations for the government of the Society, the conduct of its affairs, and the management of its property. The Canons of Order, as the code of regulations of the Society, are attached hereto as Exhibit C and are incorporated in this Supplemental Declaration in compliance with Ohio Revised Code Section 5312.02. The Articles, Canons of Order, other organizational documents and all further documents relating to this Society are part of the Governing Documents, and are incorporated into this Supplemental Declaration by reference.

Section 4.02 Primary Purpose of Society

This Society is the governing body for the Bluegrass Crossings at Stonehill Village Neighborhood, subject to the authority of the Association and the Developer. The primary purpose of the Society is to provide a forum where Owners in the Neighborhood will have an opportunity to provide input into matters that affect the Neighborhood and the Community. The Members of the Society will also elect a representative to represent the Neighborhood on the

Association Board. The Society may also serve an important social function by fostering closer relationships among the Owners in the Neighborhood, and between the Neighborhood and other Neighborhoods in the Community.

Section 4.03 Further Purpose of Society

The Bluegrass Crossings Neighborhood Society shall also serve the purpose of providing for the care and maintenance of Common Areas in the Neighborhood, in cooperation with the Association and subject to the terms of any Rules and Regulations promulgated by the Developer or the Association. The Bluegrass Crossings Neighborhood Society may request that the Association provide lawn care, landscaping and other maintenance services for the Common Areas in the Neighborhood, and to the Owners of Lots in the Neighborhood, to the extent and on the terms determined by the Society and the Association.

Section 4.04 Structure and Powers of Society

The Declaration, and the Articles and Canons of Order of the Society, describe the structure of and membership rights in this Society. The Articles and Canons of Order of the Society also describe the rights, powers and authority of the Society in more detail.

Section 4.05 Assessments

The Neighborhood Society has the power to levy separate Assessments against the Owners and the Lots in the Neighborhood for the services it provides, subject to approval by the Association. The Neighborhood Society may also serve as the collection agent for the Assessments levied by the Association against the Owners and Lots in the Neighborhood. The power of the Neighborhood Society to levy and collect Assessments is subordinate to the rights of the Association, as described in the Declaration and other Governing Documents.

(a) Exemption from General Assessments; Imposition of Special Assessments

In recognition of the fact that Owners in the Bluegrass Crossings Neighborhood do not have the right to access the Recreation Facilities, the Developer, with the consent of the Executive Board of the Association, has exempted the Owners in this Neighborhood from the payment of General Assessments under the Declaration. The Common Expenses attributable to the Common Areas in the Bluegrass Crossings Neighborhood will be assessed as a Special Assessment and charged only to the Owners in the Bluegrass Crossings Neighborhood. The amount of the Special Assessment chargeable to each Owner in the Neighborhood shall be proportionate to the percentage of the overall acreage in the Bluegrass Crossings Neighborhood owned by each respective Owner. For example, if an Owner owns 10% of the overall acreage in the Neighborhood, that Owner would be responsible for paying a Special Assessment in the amount of 10% of the overall budget for the Neighborhood each fiscal year. All Special Assessments shall be payable to the Neighborhood Society in equal monthly installments, and

shall be subject to the terms of the Declaration related to late fees, interest and other penalties.

(b) Budget for Assessments

A budget shall be established by the Neighborhood Society Council each year, subject to approval by the Executive Board. Until a Neighborhood Society Council is formed, the budget shall be established by the Developer and approved by the Executive Board. The budget shall include, but is not limited to: 1) the reasonable cost of maintaining the Common Areas in the Neighborhood, including landscape maintenance and mowing services; 2) securing appropriate insurance for the Common Areas; and 3) funding appropriate Reserves, commensurate with the amount maintained by the Executive Board for similar purposes.

Section 4.06 Relationship to Association and Developer

The Society is subordinate to the Association for the Community. The Society is also subordinate to the rights reserved by the Developer with respect to the Neighborhood and the Community. The relationship among the Society, the Association, and the Developer, and the respective rights and obligations of these entities, are described in more detail in the Declaration and in the Articles and Canons of Order of the Society.

**Article Five
Enforcement and Remedies**

Section 5.01 Application to Supplemental Declaration

All remedies and enforcement procedures described in the Declaration, as subsequently amended from time to time, apply to this Supplemental Declaration to the same extent as if those terms were completely rewritten in this instrument.

**Article Six
Transition of Control**

Section 6.01 Developer's Reservation of Rights

In the Declaration, the Developer reserved exclusive rights, powers and authority over the development, management, use and ownership of the Community during the Development Period. All of the reserved rights in the Declaration apply to this Supplemental Declaration.

Section 6.02 Development Period and Transition

The Declaration also describes the manner in which the Developer will transition control of the Community and each Neighborhood to the Association and the respective Neighborhood

Societies during the Development Period. This Supplemental Declaration and the Bluegrass Crossings at Stonehill Village Neighborhood are subject to all provisions relating to the Development Period and the transition of control described in the Declaration.

Section 6.03 Irrevocable Power of Attorney

The irrevocable power of attorney in the Declaration also applies to all aspects of this Supplemental Declaration and the Bluegrass Crossings at Stonehill Village Neighborhood.

Article Seven Related Entity Provisions

Section 7.01 Identification of Related Entities

Prior to recording this Supplemental Declaration, the Developer conveyed all of the real property described on attached Exhibit A to KERWN Pink, LLC and KERWN Red, LLC, both Ohio limited liability companies (the “Related Entities”). The Related Entities meet all of the qualifications required under the definition of a “Related Entity” in the Glossary of Defined Terms in the Master Declaration.

Section 7.02 Concurrent Power and Authority

Notwithstanding any provision to the contrary, the power and authority granted to the Related Entities regarding the Bluegrass Crossings Neighborhood is concurrent with, and not to the exclusion or limitation of, the power and authority of the Developer under the Master Declaration and other Governing Documents. However, the Developer will not be liable for any act or omission of the Related Entities concerning the Neighborhood. The Related Entities will not be liable for any act or omission of the Developer concerning any aspect of the remaining portions of the Community.

Section 7.03 Reservation of Developer’s Rights

The Developer reserves all of its rights, powers, authority and immunities under the Master Declaration and other Governing Documents. This includes, without limitation, exclusive control of the Design Review Board, administration of the Approved Builder Program, and management of the Association during the Development Period.

Article Eight Additional Terms and Conditions

Section 8.01 Use of Neighborhood Name

No Person will have the right to use the name “Bluegrass Crossings at Stonehill Village,” or any derivative of that name, in any part of the name of any building or Improvement, or any business or enterprises, or in any printed or promotional material, without the Developer’s prior written

consent. However, Owners may use that name in printed or promotional materials for the sole purpose of specifying that particular Lot or Improvement is located in the Neighborhood known as Bluegrass Crossings at Stonehill Village. The Neighborhood Society is entitled to use the name Bluegrass Crossings at Stonehill Village in its name.

Section 8.02 Notice of Transfer

If any Owner desires to transfer title to his or her Lot, the Owner must give the Executive Board of the Association, through the Property Manager, or the Council of the Neighborhood Society written notice of the name and address of the transferee, the date of transfer of title, and such other information as the Executive Board or Council may reasonably require. This notice must be received by the Executive Board, through the Property Manager, or the Council at least Seven (7) days prior to closing on the transfer of the Lot. Until the Executive Board, through the Property Manager, or Council receives the written notice, the transferor will continue to be jointly and severally responsible for all obligations of the Owner of the Lot, including payment of Assessments, notwithstanding the transfer of title to the Lot. Further, the new Owner will not be considered a Member of the Association or the Neighborhood Society until the Association or the Neighborhood Society receives the notice described in this Section.

Section 8.03 Notices

Unless a particular form of delivery is specified in any provision of the Governing Documents, any notice required or permitted to be given to any Person under this Supplemental Declaration or the other Governing Documents may be sent by ordinary postage prepaid mail, certified or registered mail, express delivery, hand delivery, telecopy, electronic transmission, or any other form of communication that results in conveyance of the information in a form then generally recognized as reliable. The party sending the notice will have the burden of proof that the notice was actually sent and received. Any notice to an Owner or Qualified Mortgagee must be addressed to the Owner's or Qualified Mortgagee's address as it then appears on the records of the Association.

Section 8.04 Condemnation

If all or any portion of a Lot becomes the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement will be the property of the Owner and any Qualified Mortgagee with an interest in the Lot, to the extent of their respective interests. Each Owner will be responsible for giving their Qualified Mortgagee timely written notice of the proceeding or proposed acquisition. If all or any portion of the Common Area becomes the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement will be distributed to the Association to be held or used for the common benefit of the appropriate Members in the manner determined by the Executive Board.

Section 8.05 Binding Effect

All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges in this Supplemental Declaration, and in all other Governing Documents, are binding upon all Persons who now own or in the future acquire any rights, title or interest in any Lot or Common Area in this Neighborhood, and their respective heirs, beneficiaries, administrators, executors, guardians, conservators, custodians, attorneys-in-fact, legal representatives, successors and assigns.

Section 8.06 Constructive Notice and Acceptance

Every Person who now or in the future owns or acquires any rights, title or interest in any Lot or Common Area in this Neighborhood will be conclusively deemed to have notice of this Supplemental Declaration by virtue of its recording in the office of the Greene County Recorder. All Owners agree to notify any purchaser of an interest in the Owner's Lot of the existence of this Supplemental Declaration and the other Governing Documents, and the fact that these documents will be binding upon them to the same extent as if they were the original Owner of the Lot. By acceptance of a deed, mortgage or other instrument conveying any right, title or interest in any Lot or Common Area in this Neighborhood, the Person holding such interest will also be deemed to have consented and agreed to every term, covenant, condition, restriction, reservation, obligation, right, benefit and privilege in this Supplemental Declaration as being reasonable, necessary and fully enforceable, whether or not the instrument by which the Person acquired the interest specifically referred to this Supplemental Declaration, and whether or not the prior Owner in fact provided the notice required in this Section.

Section 8.07 Covenants Running With Land

All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this Supplemental Declaration are deemed to be covenants running with the land, and shall continue to be binding upon the land to the same extent as if this Supplemental Declaration were fully rewritten in each instrument of conveyance.

Section 8.08 Mutuality

All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this Supplemental Declaration are for the direct, mutual and reciprocal benefit of the Developer, every Owner, the Association, Bluegrass Crossings Neighborhood Society, and their respective successors and assigns. This instrument creates a mutual equitable servitude upon all portions of this Neighborhood in favor of all other portions of this Neighborhood, and reciprocal rights and obligations, and privity of contract and estate, between the respective Owners of any Lot or Common Area in this Neighborhood, to the extent, and for the uses and purposes, provided in this Supplemental Declaration.

Section 8.09 No Reverter

No term, covenant, condition, restriction, reservation, obligation, right, benefit or privilege provided in this Supplemental Declaration is intended to create, or will be construed as creating, a condition subsequent or a possibility of reverter.

Section 8.10 Duration

This Supplemental Declaration will remain in full force and effect for a period of Forty (40) years from the date this Supplemental Declaration is recorded in the office of the Greene County Recorder. After this initial term, the effective period of this Supplemental Declaration will be automatically extended for successive periods of Ten (10) years each, unless an instrument meeting the requirements for an amendment to this Supplemental Declaration is properly signed, witnessed, acknowledged and recorded within One (1) year prior to the termination of the initial Forty (40) year term, or within One (1) year prior to the termination of any successive Ten (10) year extension period.

Section 8.11 Time Limits (Perpetuities)

If a court of proper jurisdiction determines that any of the terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits or privileges provided in this Supplemental Declaration are unlawful or void for violation of: (i) the rule against perpetuities; or (ii) any rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-One (21) years after the death of the last person who was then living on the date of death of the person who is President of the United States on the date this Supplemental Declaration is recorded.

Section 8.12 Computation of Time

For purposes of computing any time requirements under this Supplemental Declaration, the term “days” means all calendar days, including Saturdays, Sundays and legal holidays, unless specific reference is made to “Business Days.” Where reference is made to a time requirement, the first whole or partial day of the applicable time period will be excluded and the last day of the applicable time period will included.

Section 8.13 Headings

The headings of each Article, Section and Paragraph in this Supplemental Declaration are for convenience of reference only, and must not be considered in resolving questions of interpretation or construction of this Supplemental Declaration, or deemed in any way to define, describe, interpret, construe, limit or expand the scope or intent of the language to which they refer.

Section 8.14 References

Unless otherwise specified, all references to a particular Article, Section or Paragraph refer to the Articles, Sections or Paragraphs of this Supplemental Declaration.

Section 8.15 Inclusive Terms

Whenever the context of this Supplemental Declaration requires for a logical and reasonable interpretation, the singular of a word includes the plural, and the masculine form includes the feminine or neuter, and vice versa.

Section 8.16 Incorporation of Exhibits

All attached exhibits are incorporated by reference into, and made a material part, of this Supplemental Declaration.

Section 8.17 Partial Invalidity

If a court of proper jurisdiction determines that any provision of this Supplemental Declaration, or its application to any Person, is to any extent void or invalid, then the remainder of this Supplemental Declaration will not be affected, and each remaining provision will be valid and enforced to the fullest extent permitted by Applicable Law.

Section 8.18 Conflict Within Supplemental Declaration or Amendments

If a conflict arises between any provisions in this Supplemental Declaration, or between any provisions in this Supplemental Declaration and any provisions in any later amendment or other Governing Document, the more restrictive covenant, condition, restriction or obligation will control.

Section 8.19 Amendment

During the Development Period, only the Developer may amend this Supplemental Declaration. Any amendment by the Developer will not require any notice to, or consent, approval or signature of, the Association, Association Board, Executive Board, any Neighborhood Society or Council, any Owner, Qualified Mortgagee, or any other Person. After the Development Period, only the Society may amend this Supplemental Declaration by the affirmative vote of not less than Seventy-Five Percent (75%) of all Members of the Society.

Section 8.20 Governing Law

This Supplemental Declaration, and all of the other Governing Documents, will be governed by and construed and enforced in accordance with the laws of the State of Ohio, and other Applicable Laws of any appropriate Government Entity.

Exhibit A
LEGAL DESCRIPTION OF NEIGHBORHOOD
FOR
BLUEGRASS CROSSINGS AT STONEHILL VILLAGE

(BEGINNING ON NEXT PAGE)

DESCRIPTION CHECK

Greene County Engineer's Tax Map Dept.

- Legally Sufficient As Described
- Legally Sufficient With Corrections Noted
- Legally Insufficient, New Survey Required

By: *[Signature]* Date: *040622*
Par ID. DIST BK PG PAR

B03-2-43-233, 153, 154

B03-2-36-410, 411



Cosler Engineering, LLC

Civil Engineering • Land Surveying

545 Hilltop Road
Beavercreek Twp. OH 45385
(937) 426-9913
mcosler@sbcglobal.net

Auditor's Parcel B03-2-43-233
Description of Lot 1 (20.270 acres) in
Bluegrass Crossings at Stonehill Village, Section 1
April 6, 2022

Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, Ohio, and being all of Lot 1 in Bluegrass Crossings at Stonehill Village, Section 1, as recorded in Plat Cabinet 39, Pages 187B to 191A of the Plat Records of Greene County, Ohio, subject, however to all prior covenants, conditions, restrictions, reservations and easements as recorded or unrecorded, pertaining to the above described tract of land.

NOTES:

The above description was prepared by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393.

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393





Cosler Engineering, LLC

Civil Engineering • Land Surveying

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Auditor's Parcel B03-2-43-153

Description of 36.632 acres

KERWN PINK LLC Property

April 6, 2022

Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, State of Ohio, and being a tract of land described as follows:

Beginning at a stone found in the common section line of said Section 13 and Section 14, Town 3, Range 7 Between the Miami Rivers Survey, at the southeast corner of a 5.281 acres (per Auditor) tract of land conveyed to James E. Peed and Harriet M. Peed by deed recorded in Volume 526, Page 522 of the Official Records of Greene County, Ohio, said point of beginning being located, for reference purposes only, North eighty-four degrees thirty-nine minutes three seconds ($84^{\circ}39'03''$) West for a distance of one thousand seven hundred fifty-two and $53/100$ (1752.53) feet from an iron pin set at the corner common to said Sections 13 & 14 and Sections 7 and 8, Town 3, Range 7, Between the Miami Rivers Survey;

thence with a new division line and said common section line, South eighty-four degrees thirty-nine minutes three seconds ($84^{\circ}39'03''$) East for a distance of two hundred eighty-two and $30/100$ (282.30) feet to an iron pin set;

thence with a new division line for the following fourteen (14) courses, South three degrees fifty minutes thirteen seconds ($03^{\circ}50'13''$) West for a distance of one hundred nine and $71/100$ (109.71) feet to an iron pin set;

thence South eighty-six degrees ten minutes nineteen seconds ($86^{\circ}10'19''$) East for a distance of four hundred seventy-six and $43/100$ (476.43) feet to an iron pin set;

thence South three degrees fifty minutes thirteen seconds ($03^{\circ}50'13''$) West for a distance of sixty-seven and $53/100$ (67.53) feet to an iron pin set;

thence South thirty-two degrees twelve minutes twenty-one seconds ($32^{\circ}12'21''$) East for a distance of one hundred and $79/100$ (100.79) feet to an iron pin set;

thence South seventy-four degrees forty-nine minutes fifty-seven seconds ($74^{\circ}49'57''$) East for a distance of one hundred thirteen and $68/100$ (113.68) feet to an iron pin set;

thence North eighty-five degrees forty-one minutes thirty-one seconds ($85^{\circ}41'31''$) East for a distance of three hundred twenty-one and $69/100$ (321.69) feet to an iron pin set;

thence North seventy-three degrees forty-five minutes eight seconds (73°45'08") East for a distance of three hundred thirty-two and 19/100 (332.19) feet to an iron pin set;

thence North eighty-nine degrees four minutes thirty-five seconds (89°04'35") East for a distance of thirty-two and 72/100 (32.72) feet to an iron pin set;

thence South four degrees forty-one minutes fourteen seconds (04°41'14") West for a distance of nine hundred five and 25/100 (905.25) feet to an iron pin set;

thence South eighteen degrees twenty-one minutes four seconds (18°21'04") West for a distance of four hundred forty-six and 10/100 (446.10) feet to an iron pin set;

thence North seventy-three degrees nineteen minutes twenty-eight seconds (73°19'28") West for a distance of four hundred fifty-seven and 70/100 (457.70) feet to an iron pin set;

thence on a curve to the left with a radius of one thousand eighty and 00/100 (1,080.00) feet for an arc distance of six hundred eighteen and 17/100 (618.17) feet, [delta angle thirty-two degrees forty-seven minutes forty-two seconds (32°47'42")], [long chord bearing North eighty-nine degrees forty-three minutes nineteen seconds (89°43'19") West for a distance of six hundred nine and 77/100 (609.77) feet] to an iron pin set;

thence South seventy-three degrees fifty-two minutes fifty seconds (73°52'50") West for a distance of one hundred seventy-one and 28/100 (171.28) feet to an iron pin set;

thence South five degrees twenty minutes twenty-five seconds (05°20'25") West for a distance of four hundred eighty-seven and 91/100 (487.91) feet to an railroad spike found in the centerline of Dayton-Xenia Road (60 feet wide) and in the north line of a 9.317 acres (per Auditor) tract of land conveyed to Robert W. Messmore and Betty J. Messmore by deed recorded in Volume 1074, Page 480 of the Official Records of Greene County, Ohio;

thence with the centerline of said Dayton-Xenia Road and the north line of said Messmore land and its westerly extension, said extension being the north line of a 0.987 acres (per Auditor) tract of land conveyed to Max Gene Moore and Barbara S. Moore by deed recorded in Volume 2011, Page 818 of the Official Records of Greene County, Ohio and the north line of a 2.53 acres (per Auditor) tract of land conveyed to Robert W. Messmore and Betty J. Messmore by deed recorded in Volume 2203, Page 277 of the Official Records of Greene County, Ohio, North fifty-two degrees ten minutes no seconds (52°10'00") West for a distance of five hundred six and 04/100 (506.04) feet to an magnetic nail set at an angle point in the north line of said last-mentioned Messmore land;

thence with the north line of said last-mentioned Messmore land and its westerly extension, said extension being the north line of a 47.876 acres (per Auditor) tract of land conveyed to Dayton Power & Light Co. by deed recorded in Volume 414, Page 374 of the Deed Records of Greene County, Ohio, North sixty-seven degrees thirty-four minutes forty-one seconds (67°34'41") West for a distance of two hundred thirty-three and 46/100 (233.46) feet to an magnetic nail set;

thence with a new division line, North five degrees twenty minutes twenty-five seconds (05°20'25") East for a distance of one thousand five hundred ninety-four and 70/100 (1,594.70) feet to an stone found in the south line of said Peed land and in said common section line;

thence with the south line of said Peed land and said common section line, South eighty-five degrees eleven minutes fifty-nine seconds (85°11'59") East for a distance of three hundred

sixty and 49/100 (360.49) feet to the point of beginning, containing sixty-one and 707/1000 (61.707) acres, more or less, subject, however to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

Excepting the following:

Exception 1 – 3.324 acres

Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beaver creek Township, Greene County, Ohio, and being Common Open Space Lot 107-A in Claiborne Greens at Stonehill Village Replat of Common Open Space Lots 41 & 107 and 3.324 acres out of land conveyed to KERWN PINK LLC in O.R. Volume 2866, Page 215 as recorded in Plat Cabinet 39, Pages 118B to 120B of the Plat Records of Greene County, Ohio.

Exception 2 - 20.270 acres

Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beaver creek Township, Greene County, Ohio, and being Lot 1 in Bluegrass Crossings at Stonehill Village, Section 1, as recorded in Plat Cabinet 39, Pages 187B to 191A of the Plat Records of Greene County, Ohio.

Exception 3 – 1.481 acres

Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beaver creek Township, Greene County, Ohio, and being ROW-A Overbrook Boulevard (64' ROW) in Bluegrass Crossings at Stonehill Village, Section 1, as recorded in Plat Cabinet 39, Pages 187B to 191A of the Plat Records of Greene County, Ohio.

NOTES:

The above description was prepared by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393.

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393





Cosler Engineering, LLC

Civil Engineering • Land Surveying

545 Hilltop Road
Beavercreek Twp. OH 45385
(937) 426-9913
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Auditor's Parcel B03-2-43-154

Description of 28.295 acres

KERWN RED LLC Property

April 6, 2022

Located in Sections 7 and 13, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, State of Ohio, and being a tract of land described as follows:

Beginning at an iron pin set at the intersection of the north right-of-way of Dayton-Xenia Road (width varies) and the west right-of-way of Trebein Road (120 feet wide), said point of beginning being located, for reference purposes only, North twenty degrees fifty-six minutes fifty seconds (20°56'50") West for a distance of ninety-eight and 29/100 (98.29) feet from a highway monument found at the centerline intersection of said Dayton-Xenia Road and said Trebein Road;

thence with the north right-of-way line of said Dayton-Xenia Road for the following five (5) courses, North sixty-six degrees twenty-five minutes two seconds (66°25'02") West for a distance of ninety-eight and 10/100 (98.10) feet to an iron pin set;

thence North seventy-two degrees forty-eight minutes seventeen seconds (72°48'17") West for a distance of one hundred ninety-seven and 86/100 (197.86) feet to an iron pin set;

thence North sixty-seven degrees no minutes twelve seconds (67°00'12") West for a distance of two hundred seventy-eight and 87/100 (278.87) feet to an iron pin set;

thence South eighty-eight degrees thirteen minutes thirty seconds (88°13'30") West for a distance of fifty-four and 20/100 (54.20) feet to an iron pin set;

thence South twenty-two degrees fifty-nine minutes forty-eight seconds (22°59'48") West for a distance of thirty and 01/100 (30.01) feet to an magnetic nail set in the centerline of said Dayton-Xenia Road and in the north line of a 9.317 acres (per Auditor) tract of land conveyed to Robert W. Messmore and Betty J. Messmore by deed recorded in Volume 1074, Page 480 of the Official Records of Greene County, Ohio;

thence with the centerline of said Dayton-Xenia Road and the north line of said Messmore land, North sixty-seven degrees twelve minutes thirty-five seconds (67°12'35") West for a distance of one hundred five and 41/100 (105.41) feet to an magnetic nail set at the southeast corner of a 1.11 acres (per Auditor) tract of land conveyed to Harry F. & Helen M. Brumley by deed recorded in Volume 119, Page 882 of the Official Records of Greene County, Ohio;

thence with the east line of said Brumley land, North five degrees thirty-seven minutes twenty-eight seconds (05°37'28") East for a distance of two hundred forty-seven and 50/100 (247.50) feet to an iron pin set at the northeast corner of said Brumley land;

thence with the north line of said Brumley land, North eighty-four degrees twenty-two minutes thirty-two seconds (84°22'32") West for a distance of two hundred one and 63/100 (201.63) feet to an iron pin set at the northwest corner of said Brumley land;

thence with the west line of said Brumley land, South five degrees thirty-seven minutes twenty-eight seconds (05°37'28") West for a distance of two hundred sixty-seven and 02/100 (267.02) feet to an magnetic nail set at the southwest corner of said Brumley land, in the north line of said Messmore land and in the centerline of said Dayton-Xenia Road;

thence with the centerline of said Dayton-Xenia Road and the north line of said Messmore land for the following three (3) courses, South seventy-eight degrees seven minutes thirty seconds (78°07'30") West for a distance of three hundred five and 25/100 (305.25) feet to a magnetic nail set;

thence North seventy-seven degrees seventeen minutes thirty-two seconds (77°17'32") West for a distance of two hundred forty-six and 44/100 (246.44) feet to a magnetic nail set;

thence North fifty-two degrees ten minutes no seconds (52°10'00") West for a distance of seventy-eight and 03/100 (78.03) feet to an railroad spike found;

thence with a new division line for the following seven (7) courses North five degrees twenty minutes twenty-five seconds (05°20'25") East for a distance of four hundred eighty-seven and 91/100 (487.91) feet to an iron pin set;

thence North seventy-three degrees fifty-two minutes fifty seconds (73°52'50") East for a distance of one hundred seventy-one and 28/100 (171.28) feet to an iron pin set;

thence on a curve to the right with a radius of one thousand eighty and 00/100 (1,080.00) feet for an arc distance of six hundred eighteen and 17/100 (618.17) feet, [delta angle thirty-two degrees forty-seven minutes forty-two seconds (32°47'42")], [long chord bearing South eighty-nine degrees forty-three minutes nineteen seconds (89°43'19") East for a distance of six hundred nine and 77/100 (609.77) feet] to an iron pin set;

thence South seventy-three degrees nineteen minutes twenty-eight seconds (73°19'28") East for a distance of four hundred fifty-seven and 70/100 (457.70) feet to an iron pin set;

thence North eighteen degrees twenty-one minutes four seconds (18°21'04") East for a distance of four hundred forty-six and 10/100 (446.10) feet to an iron pin set;

thence North four degrees forty-one minutes fourteen seconds (04°41'14") East for a distance of five hundred twenty-seven and 42/100 (527.42) feet to an iron pin set;

thence North eighty-seven degrees fifty-five minutes forty-four seconds (87°55'44") East for a distance of four hundred forty-three and 64/100 (443.64) feet to an iron pin set at the northwest corner of a 6.299 acre (per Auditor) tract of land conveyed to Greene County Board of Commissioners by deed recorded in Volume 1404, Page 398 of the Official Records of Greene County, Ohio and in the west right-of way of said Trebein Road;

thence with the west line of said Greene County Board of Commissioners land and the west right-of-way of said Trebein road for the following four (4) courses, South no degrees

thirty-five minutes twenty-five seconds (00°35'25") East for a distance of two hundred twenty-four and 21/100 (224.21) feet to an iron pin set;

thence South seven degrees thirty-three minutes fifty-nine seconds (07°33'59") West for a distance of one hundred seventy and 85/100 (170.85) feet to an iron pin set;

thence South fifteen degrees nine minutes thirty seconds (15°09'30") West for a distance of one hundred eighty-five and 88/100 (185.88) feet to an iron pin set;

thence South sixteen degrees forty minutes thirty-two seconds (16°40'32") West for a distance of one thousand ninety-five and 06/100 (1,095.06) feet to an iron pin set to the point of beginning, containing thirty and 250/1000 (30.250) acres, more or less, subject, however to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land. 7.399 acres are in Section 7 and 22.851 acres are in Section 13.

Excepting the following:

Exception 1 – 1.955 acres

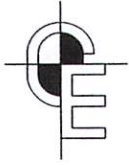
Located in Section 13, Town 3, Range 7, Between the Miami Rivers Survey, Beaver Creek Township, Greene County, Ohio, being ROW-A Overbrook Boulevard (64' ROW) and ROW-B Trebein Road widening in Bluegrass Crossings at Stonehill Village, Section 1, as recorded in Plat Cabinet 39, Pages 187B to 191A of the Plat Records of Greene County, Ohio.

NOTES:

The above description was prepared by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393.

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393





Cosler Engineering, LLC
Civil Engineering • Land Surveying

545 Hilltop Road
Beavercreek Twp. OH 45385
(937) 426-9913
mcosler@sbcglobal.net

Auditor's Parcel B03-2-36-410
Description of Lot 193 (3.253 acres) in
Claiborne Greens at Stonehill Village Replat
April 6, 2022

Located in Sections 13 and 14, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, Ohio, and being all of Lot 193 in Claiborne Greens at Stonehill Village Replat of Common Open Space Lots 41 & 107 and 3.324 acres out of land conveyed to KERWN PINK LLC in O.R. Volume 2866, Page 215 as recorded in Plat Cabinet 39, Pages 118B to 120B of the Plat Records of Greene County, Ohio.

NOTES:

The above description was prepared by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393.

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393





Cosler Engineering, LLC

Civil Engineering • Land Surveying

545 Hilltop Road
Beavercreek Twp. OH 45385
(937) 426-9913
mcosler@sbcglobal.net

Auditor's Parcel B03-2-36-411
Description of Lot 194 (0.071 acres) in
Claiborne Greens at Stonehill Village Replat
April 6, 2022

Located in Sections 13 and 14, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, Ohio, and being all of Lot 194 in Claiborne Greens at Stonehill Village Replat of Common Open Space Lots 41 & 107 and 3.324 acres out of land conveyed to KERWN PINK LLC in O.R. Volume 2866, Page 215 as recorded in Plat Cabinet 39, Pages 118B to 120B of the Plat Records of Greene County, Ohio.

NOTES:

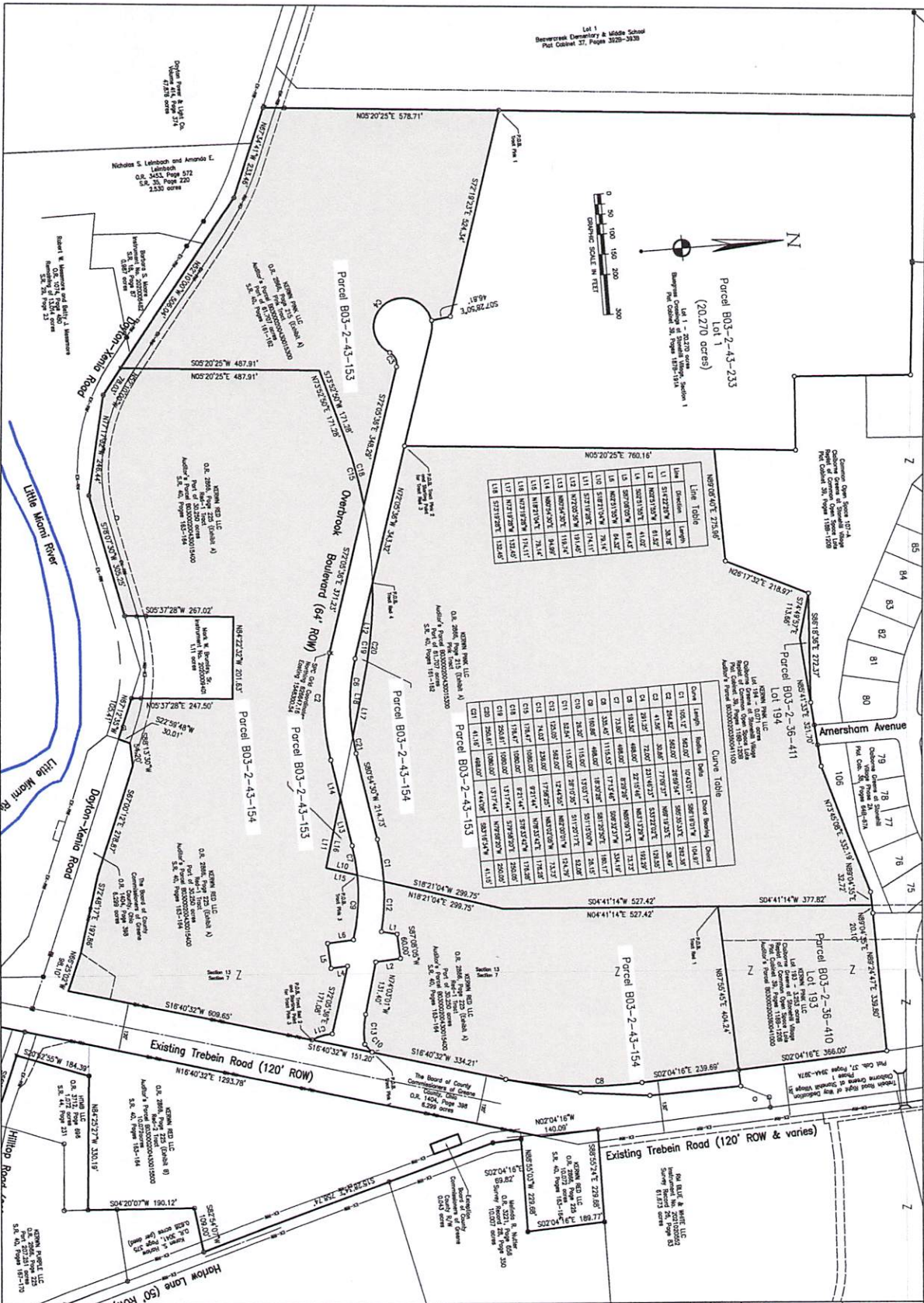
The above description was prepared by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393.

By: *Mitchell W. Cosler*
Mitchell W. Cosler, Ohio Registered Surveyor No. 6393



Exhibit B
NEIGHBORHOOD CONCEPT PLAN
FOR
BLUEGRASS CROSSINGS AT STONEHILL VILLAGE

(BEGINNING ON NEXT PAGE)



Line Table

| Line | Station | Length |
|------|-------------|---------|
| L1 | S14°22'28"W | 38.32' |
| L2 | N02°13'54"W | 61.02' |
| L3 | S75°03'10"E | 61.42' |
| L4 | N02°13'54"W | 64.24' |
| L5 | S75°03'10"E | 79.14' |
| L6 | N02°13'54"W | 124.62' |
| L7 | N17°10'24"E | 124.62' |
| L8 | S75°03'10"E | 124.62' |

Curve Table

| Curve | Length | Radius | Delta | Stationing | Chord |
|-------|---------|---------|---------|---------------------|---------|
| C1 | 100.12' | 100.00' | 180.00° | S04°11'14"W 527.42' | 100.00' |
| C2 | 394.42' | 394.42' | 179.99° | S04°11'14"W 527.42' | 394.42' |
| C3 | 41.50' | 30.00' | 179.99° | S04°11'14"W 527.42' | 30.00' |
| C4 | 393.20' | 393.20' | 179.99° | S04°11'14"W 527.42' | 393.20' |
| C5 | 193.20' | 193.20' | 179.99° | S04°11'14"W 527.42' | 193.20' |
| C6 | 394.42' | 394.42' | 179.99° | S04°11'14"W 527.42' | 394.42' |
| C7 | 71.00' | 40.00' | 179.99° | S04°11'14"W 527.42' | 40.00' |
| C8 | 394.42' | 394.42' | 179.99° | S04°11'14"W 527.42' | 394.42' |
| C9 | 160.00' | 160.00' | 179.99° | S04°11'14"W 527.42' | 160.00' |
| C10 | 160.00' | 160.00' | 179.99° | S04°11'14"W 527.42' | 160.00' |
| C11 | 125.00' | 125.00' | 179.99° | S04°11'14"W 527.42' | 125.00' |
| C12 | 125.00' | 125.00' | 179.99° | S04°11'14"W 527.42' | 125.00' |
| C13 | 134.00' | 134.00' | 179.99° | S04°11'14"W 527.42' | 134.00' |
| C14 | 134.00' | 134.00' | 179.99° | S04°11'14"W 527.42' | 134.00' |
| C15 | 134.00' | 134.00' | 179.99° | S04°11'14"W 527.42' | 134.00' |
| C16 | 134.00' | 134.00' | 179.99° | S04°11'14"W 527.42' | 134.00' |
| C17 | 290.00' | 290.00' | 179.99° | S04°11'14"W 527.42' | 290.00' |
| C18 | 290.00' | 290.00' | 179.99° | S04°11'14"W 527.42' | 290.00' |
| C19 | 290.00' | 290.00' | 179.99° | S04°11'14"W 527.42' | 290.00' |
| C20 | 290.00' | 290.00' | 179.99° | S04°11'14"W 527.42' | 290.00' |
| C21 | 418.00' | 418.00' | 179.99° | S04°11'14"W 527.42' | 418.00' |

KERWN PINK LLC AND KERWN RED LLC
 REMAINING PARTS OF KERWN PINK LLC AND KERWN RED LLC
 LOCATED IN SECTIONS 7 AND 13 TOWN 5, RANGE 7
 BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO

Cosler Engineering, LLC
 55 Hilltop Road
 Beavercreek, Ohio 45385-7137
 Ph (937)426-9913
 mcosler@abcglobal.net

DATE 11/30/2021
 DES.
 DR.
 CKD.

| No. | DATE | REVISION |
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PROJECT No: 5230

1 OF 1
 SHEET NO.

PLAT OF SURVEY OF 68.251 ACRES

Exhibit C
CANONS OF ORDER FOR THE SOCIETY

(BEGINNING ON NEXT PAGE)

**CANONS OF ORDER
OF
BLUEGRASS CROSSINGS
NEIGHBORHOOD SOCIETY, INC.**

Located At

**STONEHILL VILLAGE
BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO**

This Document Prepared By

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Canons of Order Of Bluegrass Crossings Neighborhood Society, Inc.

Pursuant to Section 1702.10 of the *Ohio Revised Code*, the sole incorporator of **BLUEGRASS CROSSINGS NEIGHBORHOOD SOCIETY, INC.**, an Ohio nonprofit corporation (the “Society”), adopts the following Canons of Order of the Society in connection with the Neighborhood known as Bluegrass Crossings at Stonehill Village (the “Neighborhood”). The Neighborhood is part of the residential and business development known as Stonehill Village (the “Community”), located in Beaver Creek Township, Greene County, Ohio. The term “Canons of Order” has the same meaning as “Code of Regulations” for purposes of Chapter 1702 of the *Ohio Revised Code*. These Canons of Order are effective as of the date written below.

Article One General Provisions

Section 1.01 Purpose

The purpose of these Canons of Order is to establish procedures for the organization and government of the Society and the conduct of its affairs. The Neighborhood is one component of the Community in which it is located. As such, it has requirements that are both similar to, and unique from, the Community at large. The purpose of the Society is to provide a formal, organized forum through which the Owners of Lots located in the Neighborhood may have a voice in the activities of the Community Association. The Society will also serve as the vehicle for the Owners of Lots in the Neighborhood to elect a representative to serve as the Neighborhood’s Voting Member in the Community Association. Another important purpose of the Society is to encourage, facilitate, and hopefully foster positive social relationships among the Owners of Lots in the Neighborhood. The powers and authority of the Society are intended to be subordinate to the rights, powers and authority of the Community Association. Upon written request and payment of any applicable charge, the Council of the Neighborhood will provide a complete and accurate copy of these Canons of Order to any Owner or purchaser under contract to buy a Lot in the Neighborhood.

Section 1.02 Application of Canons of Order

All present or future Owners and Occupants of any Lots in the Neighborhood, and all other Persons who use the Common Areas in the Neighborhood in any manner, will be subject to these Canons of Order and all other Governing Documents. By accepting a deed to a Lot in the Neighborhood, each Owner will be deemed to have constructive notice of these Canons of Order and all other Governing Documents. Acceptance of a deed to a Lot will also constitute unconditional acceptance of, and agreement to be bound by, these Canons of Order and all other Governing Documents.

Section 1.03 Definitions

The words in these Canons of Order are to be given their common, ordinary meanings. Capitalized terms have the same meanings as they have been given in the Glossary of Defined terms attached to the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village, recorded in the official records of Greene County, Ohio, (the “Declaration”), unless the context clearly indicates otherwise.

Article Two Developer’s Reservation of Rights

Section 2.01 Purpose

The Purpose of this Article of the Canons of Order is to describe the rights, powers and authority that the Developer is specifically retaining concerning the operation, management and control of the Society during the Development Period. By acceptance of a deed to a Lot, each Owner unconditionally acknowledges and agrees that all rights, powers and authority of the Developer described in these Canons of Order and all of the other Governing Documents are material, reasonable, and necessary for proper development of the Neighborhood and the Community.

Section 2.02 Exclusive Control Over the Society

Notwithstanding anything to the contrary in these Canons of Order, during the Development Period, the Developer will have the complete and exclusive right and power to control the management, operation, decisions and all other aspects of the Society. The rights and powers reserved by the Developer will be without any limitation, and will continue throughout the entire Development Period, without exception. All rights and powers granted to the Society will be subject and subordinate to the rights of the Developer during the Development Period.

Section 2.03 Termination of Development Period

The terms and conditions set forth in this Article of the Canons of Order will be effective only during the Development Period. Upon the termination of the Development Period, this Article will be automatically repealed and will be completely disregarded in the same manner and to the same extent as if it had never been incorporated into the Canons of Order. The repeal of this Article will not have any effect on the remaining Articles of these Canons of Order.

Article Three Name and Location

Section 3.01 Name of Society

The name of the Society is the Bluegrass Crossings Neighborhood Society, Inc.

Section 3.02 Location of the Principal Office

The principal office of the Society will be at Stonehill Village in Beaver Creek Township, Greene County, Ohio.

Article Four Members

Section 4.01 Membership Type

There will be Two (2) types of Members in the Society, each of which is described below:

(a) Owner Members

Every Owner of a Lot in the Neighborhood will automatically be a Member of the Society.

(b) Developer Member

The Developer, together with its Related Entities, will be the only Developer Members of the Society. Membership of the Developer Member is based upon the Developer's relationship to and responsibilities for the creation and development of the Neighborhood. The Developer or its Related Entity will be considered a Member of the Society in order to facilitate the exercise of the rights, powers and authority reserved for the Developer under these Canons of Order and the Governing Documents. The Developer Member category of membership in the Society will automatically terminate upon the conclusion of the Development Period.

Section 4.02 Owner Member Qualification

All Owner Members in the Society must be the holders of present legal title to a Lot in the Neighborhood. Membership by the Owner Members in the Society is evidenced by a properly executed and delivered deed granting a present legal interest in a Lot, and will be effective from the date the deed is recorded. Owner Members may be individuals, general or limited partnerships, limited liability companies, profit or nonprofit corporations, trusts, or any other form of entity recognized under Ohio law and having the power to hold legal title to real estate. Membership in the Society is an incidence of ownership of a present interest in legal title to a Lot in the Neighborhood, and all Owner Members of the Society must have a present legal interest in title to one or more of the Lots. No person who holds a future legal or equitable interest (whether vested or contingent) in any Neighborhood Lot will be an Owner Member of the Society, nor have any rights or obligations of Owner Members of the Society. Lenders holding any interest in any Lot in the Neighborhood as security for an obligation of the Owner of the Lot are not eligible to be Owner Members in the Society unless and until they have foreclosed on the security and obtained legal title to the Lot.

Section 4.03 Transfer of Membership by Owner Members

If an Owner Member sells, assigns, gives or otherwise transfers a present legal interest in a Lot to another Person, the membership of the former Owner will automatically terminate, and the new Owner will automatically become an Owner Member in the Association, upon proper notice to the Association or Society as described in the Governing Documents. This transfer will be effective upon the recording of the deed for the Lot being transferred.

Section 4.04 Voting Rights

The Members of the Society will have the following rights concerning voting on matters requiring or permitting the vote or approval of the Members:

(a) Non-Voting Members

After the Development Period, the Developer Member will not have the right to vote on any matters brought before the membership of the Society. However, the Developer Member will be entitled to receive notice of all meetings of the Members, and to attend and participate in discussions of all issues raised at those meetings. During the Development Period, the Developer will have the right to cast a superior vote to all Owner Member votes and will also retain the unlimited right to veto actions passed by Owner Member votes.

(b) Owner Members

Owner Members of the Society will be entitled to vote on all matters requiring the approval of the Members as set forth in these Canons of Order. The voting power of each Owner Member will be proportionate to the percentage of the overall acreage in the Bluegrass Crossings Neighborhood owned by each Member Owner. For example, if there are 100 acres in the Neighborhood, and an Owner Member owns a 20 acre Lot in the Neighborhood, then that Owner Member would have 20 votes in all Neighborhood Society matters. If a Lot is owned by more than one individual, the co-Owners of the Lot must determine among themselves who will exercise the voting right for that Lot. Multiple votes from co-Owners of a single Lot will result in the disqualification of all votes pertaining to that Lot on that issue. In situations where the Owner of a Lot is not a natural person, the Owner must designate in writing to the Secretary of the Society, in advance of casting a vote, the name and official title of the individual who is authorized to vote for that Owner Member on that issue. All votes of the Members are subject to the rights of the Developer during the Development Period.

Section 4.05 Annual Meetings

The first annual meeting of the Members will be held within One (1) year from the date of the recording of the Plat for the Neighborhood in the offices of the Greene County Recorder. Each succeeding year, a regular annual meeting of the Members will be held on or before the last day of January, or on such other date as the Council may designate.

Section 4.06 Special Meetings

Special meetings of the Members may be called at any time by the President, a majority of the Council acting with or without meeting, or upon written request of Members entitled to exercise a majority of the voting power of Members. All special meetings of the Members will be held at a time and at a location established by the Council, but no later than Thirty (30) days after receipt of the written request from the Person(s) calling the meeting.

Section 4.07 Notice of Meetings

Notice of each annual or special meeting of the Society will be given by, or at the direction of, the Secretary of the Society to each Member entitled to vote at that meeting. All meeting notices must be served in the manner provided in these Canons of Order at least Ten (10) days, but not more than Sixty (60) days, before the meeting. The notice will also be served on the Developer Member in the same manner and in the same time. The notice will specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No other business will be conducted at any special meeting of the Members except as stated in the notice of the meeting.

Section 4.08 Waiver of Notice

Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before, during, or after the meeting. Attendance at an annual or special meeting by a Member is deemed a waiver by that Member of notice of the time, date, and place of the meeting, unless that Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 4.09 Quorum

Except as otherwise provided in the Declaration, the presence, in person or by proxy, of Members having at least One-Fourth ($\frac{1}{4}$) of the voting power of the Members will constitute a quorum at any duly called and noticed meeting of Members. If there is less than a quorum present at any meeting, a majority of the Members who are present may adjourn the meeting to a time not less than Five (5) days or more than Thirty (30) days from the time the original meeting was called. At any adjourned meeting at which a quorum is present, any business that might have been properly transacted at the meeting originally called may be transacted without further notice.

Section 4.10 Voting Power

Except as otherwise provided in these Canons of Order, any other provision of the Governing Documents, or Applicable Law, a majority of the voting power of Members present and voting on any matter that may be determined by the Members at a duly called and noticed meeting at which a quorum is present will be sufficient to determine that matter.

Section 4.11 Proxy

At any meeting of the Members, a Member may vote in person or by proxy. All proxies will be in writing and, if more than one Person owns a particular Lot, then each Person (or the Owner's duly authorized attorney-in-fact), or an authorized representative of each entity, representing the total ownership of any single Lot must join in signing the proxy. All proxies will be filed with the Secretary of the Society at or prior to the meeting. Proxies will be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event will a proxy be valid more than Ninety (90) days after the date of the original meeting for which it was given. Every proxy will be revocable and will automatically cease upon conveyance by an Owner Member of his, her, or its Lot.

Section 4.12 Action in Writing Without Meeting

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting. The Rules and Regulations established by the Executive Board for action in writing without a meeting for the Association shall apply to actions in writing without a meeting for each Society.

Section 4.13 Alternate Ballot Voting by Members

To allow the Council to facilitate opportunities for greater participation by Members in decisions affecting the Society, and to the extent permitted by Applicable Law, the Council may, but will not be required to, allow alternate methods of voting. Such alternate methods of voting shall be governed by the Rules and Regulations established by the Executive Board of the Association.

Section 4.14 Order of Business

Roberts Rules of Order will apply to the conduct of all meetings of Members, except as otherwise specifically provided in these Canons of Order or the Rules and Regulations established by the Executive Board.

Section 4.15 Conduct of Meetings

The President, or duly elected officer if the President is not in attendance, presides over annual and special meetings. The Secretary will record minutes of the meetings and adopted resolutions in the corporate record book.

Section 4.16 Issues That Require the Vote of the Owner Members

The following issues will require the vote or approval of the Owner Members of the Society:

- (i) any amendment to these Canons of Order or the Articles of Incorporation (except as otherwise provided, during the Development Period);

- (ii) the election or removal of the Neighborhood's representatives to the Association Board, as more fully set forth in the following section of this Article;
- (iii) any other matters the Association may from time-to-time determine;
- (iv) any matters the Council of the Society may from time-to-time determine; and
- (v) those matters that require a vote of the Members of the Society pursuant to Applicable Law, the Declaration, or any other Governing Document.

Section 4.17 Association Board

Owner Members will elect representatives to represent the Neighborhood on the Association Board. One member of the Neighborhood Society Council for Bluegrass Crossings at Stonehill Village, as selected by a vote of the Neighborhood Society Council, will be a member of the Association Board. The purpose of the Association Board is to facilitate discussion of Neighborhood-specific and Community-wide issues on behalf of the Owner Members, to ensure that the Executive Board can be appropriately informed. Except as modified for Bluegrass Crossings at Stonehill Village in this Section, the qualification, nomination, election and removal of members of the Association Board will be governed by the Rules and Regulations adopted by the Executive Board. The operation of the Association Board will be governed by the Code of Regulations for the Stonehill Village Community Association, Inc.

Article Five Neighborhood Council

Section 5.01 Governing Body; Composition

The affairs of the Society will be governed by a Neighborhood Council, subject to the rights of the Developer during the Development Period, and the veto rights of the Association. All Council Members will have One (1) equal vote. The election and removal of Council Members will be done by the Owners in the Neighborhood. The qualification, nomination, election and removal of Council Members will be governed by the Rules and Regulations adopted by the Executive Board of the Association, as updated from time to time as the Executive Board deems appropriate to conduct the elections in a fair, efficient, and cost-effective manner.

The initial Council Member for The Courtyards at Stonehill Village will be appointed by the Developer. The Developer will always be considered to be an ex-officio member of the Council during the Development Period. As such, the Developer will be entitled to receive notice of all meetings of the Council, and to attend and participate in, itself or through an authorized representative, discussions of all issues raised at those meetings. The Developer will also have full access to all records of the Council and the Society. As an ex-officio member of the Council,

the Developer will not be counted in determining the number of Council Members as set forth in the following Section of these Canons of Order.

Section 5.02 Number of Council Members

The number of Council Members of the Society will be not less than Three (3). The number of Council Members may be increased or decreased by resolution adopted by a majority vote of the Owner Members at any annual meeting or any special meeting called for that purpose, but no reduction will have the effect of removing any Council Member prior to the expiration of his or her term of office.

Section 5.03 Terms of Office

Each Council Member will hold office for a term of Three (3) years and until their successors are elected. The terms of the Council Members will be staggered. To implement the staggered terms, at the first annual meeting electing the Council Members, One-Third (1/3) of the Council Members will be elected for an initial term of One (1) year, One-Third (1/3) will be elected for an initial term of Two (2) years and One-Third (1/3) will be elected for an initial term of Three (3) years. All successive terms will be for a period of Three (3) years, so that only One-Third (1/3) of the Council Members are up for election each year. If the number of Council Members is not divisible by three, then the excess position will be allocated among the staggered terms in a manner resulting in the fewest number of positions being voted on in any one year.

Section 5.04 Compensation

No Council Member will receive compensation for any service rendered to the Society as a Council Member. However, any Council Member may be reimbursed for his or her actual expenses incurred in the performance of such duties.

Section 5.05 Annual Organizational Meeting

Immediately following the annual meeting of Members of the Society, the newly selected Council will hold an organizational meeting for the purpose of electing officers and transacting any other business. No notice of the annual organizational meeting is required.

Section 5.06 Regular Meetings

Regular meetings of the Council Members will be held no less than semiannually, without notice, on the date and at the place and hour as may be fixed from time-to-time by resolution of the Council Members.

Section 5.07 Special Meetings

Special Meetings of the Council Members will be held when called by the Council President, or by any Council Member, after not less than Three (3) days' notice to each Council Member.

Section 5.08 Quorum

The presence at any duly called and noticed meeting, in person or by proxy, of Council Members entitled to exercise a majority of the voting power of the Council Members, will constitute a quorum for the meeting.

Section 5.09 Voting Power

Except as otherwise provided in the Articles of Incorporation of the Society, the Governing Documents, or Applicable Law, the vote of a majority of the Council Members voting on any matter that may be determined by the Council Members at a duly called and noticed meeting will be sufficient to determine the matter.

Section 5.10 Action in Writing Without a Meeting

Any action that could be taken by the Council Members at a meeting may be taken without a meeting. The Rules and Regulations established by the Executive Board for action in writing without a meeting for the Association shall apply to actions in writing without a meeting for each Council.

Section 5.11 Remote Participation in Meetings

Council Members or any committee designated by the Council may participate in a meeting of the Council or a committee by means of any technology with which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection will constitute presence in person at the meeting.

Section 5.12 Powers of the Council Members

The Council Members will exercise all powers and authority as set forth pursuant to the Articles of Incorporation, the Governing Documents, these Canons of Order or Applicable Law, which are not exclusively reserved to the Members. Without limiting the generality of the foregoing, the Council Members will have the right, power and authority to take the following actions:

(a) General Powers

The Council will take all actions necessary to comply with all requirements of Applicable Law, the Articles of Incorporation, these Canons of Order, and the Governing Documents.

(b) Insurance

The Council will procure any insurance coverage required to be purchased by the Society under the Declaration, the Articles of Incorporation, by the Association, or under the provisions of any other Governing Documents.

(c) Enforcement of Covenants and Restrictions

The Council will enforce the Governing Documents, including the covenants, conditions and restrictions as set forth in the Declaration, and the Design Review Standards established pursuant to the Declaration. Any enforcement procedures taken by the Council will strictly follow those procedures set forth in the Governing Documents, as well as any directives made by the Association.

(d) Determination of Services

The Council will have the power to determine the nature and extent of any services, if any, that the Society will provide for the benefit of the Owners of Lots in the Neighborhood, and to designate which services are mandatory on all Owners, and which services are optional and available as individual services at the request of any Owner. This may include, without limitation, lawn and landscape care and maintenance, snow removal of driveways and sidewalks, and similar exterior, non-structural services.

(e) Personnel

The Council will have the power of designate, hire, and dismiss employees, contract labor and/or agents necessary or beneficial to carry out the rights and responsibilities of the Society and, where appropriate, to compensate such personnel and contractors for services provided and for the purchase, rental or lease of equipment, supplies and materials to be used by such personnel in the performance of their duties. All contract labor or agents must provide proof of insurance acceptable to the Council.

(f) Rules and Regulations

The Council will have the authority to adopt and publish, and from time to time amend, Rules and Regulations in the manner, and to the extent, set forth in the Declaration and any other Governing Documents. Rules and Regulations may cover issues regarding the procedures and operations of the Society, Council, and Committees, and regarding the care, maintenance, and irrigation of Common Areas and lawns and landscaping on Lots within the Neighborhood.

(g) Suspension of Voting Rights

The Council will have the power to suspend the voting rights of an Owner Member as to any Society issues during any period in which the Owner Member is in default in the payment of any Assessment.

(h) Declare Vacancies in Office

The Council will have the power, but not the obligation, to declare the office of a Council Member to be vacant in the event that the Council Member is absent from Two (2) consecutive regular Council meetings.

(i) Indemnification

The Council will have the authority to indemnify its Council Members, Officers, committee members, employees, agents and volunteers in the manner permitted under the *Ohio Revised Code*. The scope, purposes and extent of this indemnification are specifically described in these Canons of Order.

(j) Delegation

The Council will have the authority to delegate any of its duties to an agent or other Person. However, in the event of the delegation, the Council will remain responsible for any action undertaken by the delegate.

(k) Other

The Society will have only those rights, powers and authority as may be specifically granted to or reserved for it in the Declaration, these Canons of Order, any of the other Governing Documents, or under Applicable Law.

Section 5.13 Duties of the Council Members

It will be the duty of the Council Members to take the following actions:

(a) Exercise of Authority

The Council will have the duty to exercise all rights, powers and authority of the Society in the manner, at the time, and to the extent that the Council reasonably and in good faith determines to be in the best interest of the Society.

(b) Record of Proceedings

The Council will cause to be kept a complete record of all of its acts and corporate affairs and to present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by Members representing one-half (1/2) or more of the Members.

(c) Supervision

The Council will supervise all officers, employees, volunteers and agents of the Society and see that their duties are properly performed.

(d) Actions Required in Declaration and Other Governing Documents

The Council will take all actions required of the Council as set forth in the Declaration, the Articles of Incorporation, these Canons of Order, Applicable Law, any Governing Document, or duly required by the Association.

(e) Funds

The Council will deposit all funds received on behalf of the Society, if any, in a bank depository which it will approve, subject to the approval of the Board, and will use the funds solely for the benefit of the Society.

(f) Books and Records

The Council will have the responsibility of keeping books with detailed accounts of the receipts and expenditures of the Society.

(g) Annual Budgets

Subject to approval of the Executive Board, the Council will determine, prepare and adopt annual budgets, if any receipts and expenditures are anticipated.

(h) Collection of Assessments

Subject to approval of the Executive Board, the Council will take those actions that are reasonably necessary or beneficial to assess and collect Assessments from the Owners in as efficient and cost effective manner as possible. The Council will also, upon request of the Association, serve as the Association's agent for the collection of Assessments levied by the Association upon the Owners in the Neighborhood.

(i) Common Areas

The Council will accept all obligations the Association may delegate to it regarding the care, irrigation, and maintenance of all or any portion of the Community Common Areas within or adjacent to the Neighborhood, and will take those actions that are reasonably necessary or beneficial to provide for the operation, care, upkeep, improvement and maintenance of those Common Areas in a manner which is consistent with the Declaration.

(j) Forum for Discussion and Input

The Council will facilitate the Society's goal of providing a forum where Owner Members in the Neighborhood will have an opportunity to provide input into matters that affect the Neighborhood.

(k) Coordination and Facilitation of Social Activities

To the extent reasonably possible, the Council of the Society will encourage and facilitate social functions among the Members with the goal of fostering closer relationships and a sense of community involvement among the Members.

(l) Copies of Canons of Order

The Council will issue, or cause an appropriate officer to issue, upon the written request of any Owner Member and after payment of a reasonable fee, a true and accurate copy of these Canons of Order.

(m) Other

The Council will take all other actions required to comply with all requirements of Applicable Law, the Articles of Incorporation, the Declaration, and all other Governing Documents.

Section 5.14 Management

The Council may obtain for the Society the services of a professional management agent or agents at such compensation as the Council may establish, and to perform such ministerial duties and services as the Council may authorize, subject to the approval of the Board. The Council may delegate such powers as are necessary for the managers to perform the assigned duties, but may not delegate any policymaking authority. The Developer or any Related Party may be hired as managing agent or manager.

Section 5.15 Accounts and Reports

The following management standards of performance will be followed, unless the Council by resolution specifically determines otherwise:

(a) Cash Accounting

The Council will utilize the cash method of accounting, as that term is defined by generally accepted accounting principles.

(b) Generally Accepted Accounting Principles

All accounting and controls should conform to generally accepted accounting principles.

(c) No Commingling

Cash accounts of the Society will not be commingled with any other accounts.

(d) No Remuneration

No remuneration will be accepted by any Council Member, Officer, employee, agent, or managing agent from vendors, independent contractors, or others providing goods or services to the Society, whether in the form of commissions, finder's fees, services fees, prizes, gifts, trips, awards, or otherwise. Anything of value offered or received will become the property of the Society.

(e) Disclosure of financial Interest

Any financial or other interest, and any conflict of interest, that the managing agent may have in the form of providing goods or services to the Society will be promptly disclosed to the Council.

(f) Annual Financial Statements

Financial reports will be prepared for the Society at least annually, containing: (i) an income statement reflecting all income and expense activity for the preceding period; (ii) a statement reflecting all cash receipts and disbursements for the preceding period; (iii) a variance report reflecting the status of all accounts in "actual" versus "approved" budget format; (iv) a balance sheet as of the last day of the preceding period; and (v) a delinquency report listing all Owners who are delinquent in paying any Assessments or other charges at the time of the report and describing the status of any action to collect such Assessments or charges that remain delinquent.

(g) Copies of Annual Reports

An annual report consisting of at least the following will be made available to all Members within One Hundred Twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year.

Section 5.16 Borrowing

The Council will have the power to borrow money for any legal purpose that the Council deems necessary or beneficial to the proper operation and administration of the Society.

Section 5.17 Prohibited Activities of the Council

The Society may, but will not be required to, adopt Rules and Regulations restricting or prohibiting the Society from engaging or participating in certain activities to assure that the Society maintains a neutral position in potentially sensitive issues beyond the normal scope of the Society's purpose and authority that may be opposed or supported by some, but not all, of the Members of the Community. Furthermore, the Society is strictly prohibited from endorsing, sponsoring, encouraging, contributing to, or otherwise sponsoring any candidate for any political office. The Society is also strictly prohibited from initiating, sponsoring, petitioning, supporting, encouraging, opposing or otherwise participating in any attempt to incorporate the Neighborhood as a separate municipality, or to annex all or any part of the Neighborhood into any other municipality. Finally, the Society is strictly prohibited from taking any action which has been vetoed or completely preempted (either explicitly or implicitly) by the Community Association. However, the restrictions in this Section apply only to actions of the Society as an organization, and will not be construed to limit the individual rights of any Owner to engage in such activities, personally or collectively, separate and apart from the Society.

Article Six Officers

Section 6.01 Designation

The principal Council Officers will be a President, a Vice President, a Secretary and a Treasurer. The qualification, nomination, election and removal of Council Officers will be governed by the Rules and Regulations adopted by the Executive Board.

Section 6.02 Terms of Office; Vacancies

The Council Officers will hold office for One (1) year, until the next annual organizational meeting of the Members and the Council, or until their successors are elected, except in the case of resignation, removal from office or death.

Section 6.03 Council President

The Council President will be the Neighborhood's chief executive officer of the Society. The Council President will preside at all meetings of the Society and of the Council. Subject to directions of the Council, the Council President will have general executive supervision over the business and affairs of the Society. The Council President may execute all authorized deeds, contracts and other obligations of the Society, and will have such other authority and will perform such other duties as may be determined by the Council or otherwise provided for in the Declaration or in these Canons of Order.

Section 6.04 Council Vice President

The Council Vice President will perform the duties of the Council President whenever the Council President is unable to act and will have such other authority and perform such other duties as may be determined by the Council.

Section 6.05 Council Secretary

The Council Secretary will prepare and serve all notices required by the Declaration and by these Canons of Order and will keep the minutes of all meetings of the Members and the Council. The Council Secretary will have charge of and keep and maintain such books and papers as the Council may direct and will perform all other duties required by the Council.

Section 6.06 Council Treasurer

The Council Treasurer will have the responsibility for any Society funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Society. The Council Treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Society in such depositories as may, from time-to-time, be designated by the Council. The Council Treasurer will also prepare

an annual budget and statement of income and expenses of the Society and will present them at each annual meeting of Members.

Section 6.07 Special Appointments

The Council Members may elect such other Council Officers as the affairs of the Society may require, each of whom will hold office for the period, have the authority, and perform the duties as the Council may, from time-to-time, determine.

Section 6.08 Signing Requirements

Any instruments of the Society, including but not limited to agreements, contracts, deeds, leases and checks, must be signed by at least Two (2) Council Officers of the Society or by the other Person or Persons designated by the Council.

Article Seven Committees

Section 7.01 General

The Council may appoint such committees as it deems appropriate or beneficial to perform the tasks and functions as the Council may designate by resolution. The Developer and any Owner Member are eligible to be appointed to and to serve on any committee, unless the resolution of the Council states otherwise. All committee members will serve at the Council's discretion for the periods as the Council may designate by resolution. However, any committee member, including the committee chairperson, may be removed at any time and for any reason by the vote of a majority of the Council.

Section 7.02 Authority of Committees

Each committee will operate in accordance with the terms of the Council resolution establishing the committee. Unless otherwise stated in the resolution, or in the Declaration or any other Governing Document, all committees will be advisory in nature, and will not have the authority to take any action that would be binding upon the Council or the Society. All final decisions and actions relating to recommendations of any such advisory committee must be approved in advance by appropriate vote of the Council.

Section 7.03 Meetings of Committees

All meetings of committees will be subject to the same notice, quorum, participation and other requirements as apply to meetings of the Council.

Article Eight Indemnification

Section 8.01 General Indemnification

The Society will indemnify any current or former Trustee, Officer, employee, agent or volunteer of the Society, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Society, in the manner and to the extent provided in Section 1702.12(E) of the *Ohio Revised Code*, as that statute is now in effect or as it may be amended in the future. However, as a condition of indemnification, the person to be indemnified must have acted in good faith and in the best interest of the Society with respect to the incident or circumstance which is the subject matter of the proceeding that has given rise to the claim for indemnification. This determination will be made in the sole discretion of the Council, excluding any Trustee who is then seeking the indemnification. The termination of any action, suit or proceeding will not create a presumption that the Person did not act in good faith or in the best interest of the Society.

Article Nine Miscellaneous Provisions

Section 9.01 Amendment of Canons of Order

During the Development Period, only the Developer may amend these Canons of Order. Any amendment by the Developer will not require any notice to, or consent, approval or signature of, the Society, the Council, any Member, or any other Person. After the Development Period, only the Owner Members of the Society may amend these Canons of Order by the affirmative vote of not less than Seventy-Five Percent (75%) of all Owner Members.

Section 9.02 Dissolution

The Society may only be dissolved in the manner provided in the *Ohio Revised Code*.

Section 9.03 Service of Notices

Any notices required or permitted to be given to the Society, the Council, any Officer, or any Members, may be served by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the party to be notified or to a person at that party's home or office who would reasonably be expected to communicate the notice promptly to the party; or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission. All notices will be given at the subject party's telephone number, facsimile number, electronic mail number, or sent or delivered to the party's address as shown on the records of the Society. Notices of special meetings of the Council will also be posted in a prominent place within the Neighborhood. Notices sent by first class mail must be deposited into a United States mailbox at least Four (4) business days before the date

scheduled for the meeting, event or deadline. Notices given by personal delivery, telephone or other device must be delivered or transmitted at least Seventy-Two (72) hours before the time set for the meeting, event or deadline. Notices to the Society or the Council must be addressed to the President of the Association, unless otherwise required in the Declaration, these Canons of Order, Rules and Regulations or any other Governing Documents.

Section 9.04 Non-Waiver of Covenants

No covenants, conditions, restrictions, obligations or provisions contained in the Declaration or these Canons of Order will be deemed to have been void or waived by reason of any delay or failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 9.05 Conflicts with Other Documents

If any provision of these Canons of Order conflicts with any provision of the Declaration, then the Declaration will control. If any provision in these Canons of Order conflict with any provision in the Articles of Incorporation, then the Articles of Incorporation will control.

Section 9.06 Binding Effect

All agreements and determinations lawfully made by the Society or the Council in accordance with the procedure established in the Declaration and these Canons of Order will be deemed to be binding on all Members and their respective heirs, beneficiaries, executors, administrators, personal representatives, successors and assigns.

Section 9.07 Severability

The invalidity of any covenant, condition, restriction, limitation or any other provision of these Canons of Order or of any part of the same will not impair or affect in any manner the validity, enforceability or effect of the rest of these Canons of Order.

Section 9.08 Gender and Grammar

As used in these Canons of Order, the singular will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions in these Canons of Order apply to either corporations, partnerships or individuals, male or female, will in all cases be construed in that manner in order to reach a reasonable and just interpretation of these Canons of Order.

Section 9.09 Fiscal Year

The fiscal year will begin on the first day of January each year, except the first year, which will begin at the date of the Incorporation. The fiscal year will be subject to change by the Council Members of the Society.

Section 9.10 Books and Records

The books and records of the Society will be available for inspection by any Member during regular business hours. The Articles of Incorporation and Canons of Order will be made available to Members at the offices of the Society. Members will be entitled to purchase copies of the documents for a reasonable cost.

Approved and adopted by the Initial Owner Members as the Canons of Order of the Society, effective as of the 4 day of April, 2022.

DEVELOPER and INITIAL OWNER MEMBERS:

NUTTER ENTERPRISES, LTD.,
An Ohio Limited Liability Company

By: 
Robert W. Nutter, Authorized Member

KERWN PINK, LLC
An Ohio Limited Liability Company

By: 
Robert W. Nutter, Authorized Member

KERWN RED, LLC,
An Ohio Limited Liability Company

By: 
Robert W. Nutter, Authorized Member