



1 2 0 0 2 6 5

2022017118

9/8/2022 10:23:27 AM

Eric C Sears

Greene County Recorder

DECLR 198.00

Pages 22

## FIFTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEHILL VILLAGE

Nutter Enterprises, Ltd., an Ohio limited liability company (“Developer”) adopts this Fifth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village (the “Master Declaration”) effective as of September 8, 2022.

**1. Background.** Developer adopted the original Master Declaration on March 4, 1999. The Master Declaration was recorded on March 10, 1999 at Volume 1307, Page 260, of the Official Records of Greene County, Ohio. Developer made the First Amendment to the Master Declaration effective February 17, 2011, which was recorded on March 8, 2011 at Volume 3017, Page 461, of the Official Records of Greene County, Ohio. Developer made the Second Amendment to the Master Declaration effective May 13, 2010, which was recorded on May 18, 2010 at Volume 3118, Page 415, of the Official Records of Greene County, Ohio. Developer made the Third Amendment to the Master Declaration effective January 24, 2020, which was recorded on January 31, 2020 at Instrument Number 2020001961 of the Official Records of Greene County, Ohio. Developer made the Fourth Amendment and Restatement of the Master Declaration effective September 20, 2021, which was recorded on August 31, 2022 at Instrument Number 2022016637 of the Official Records of Greene County, Ohio. This Fifth Amendment further amends all prior versions of this document, and encumbers all Property subject to the Master Declaration, as described in attached Exhibit A, with the exception of the Exempt Property, as described in attached Exhibit B.

**2. Authority.** Section 51.19 of the Master Declaration permits Developer to amend the Master Declaration unilaterally during the Development Period, without any notice to, or consent, approval or signature of, any other party. Developer now exercises that right of unilateral amendment in adopting this Fifth Amendment and Restatement.

**3. Purpose of Amendment and Restatement.** In light of changes in Ohio law and advances in technology, and in an effort to simplify and clarify the Master Declaration, Developer now desires to amend the Master Declaration.

**4. Amendment.** Developer hereby adds the following new Section 24.20 of the Master Declaration, as if it was an original part of the Master Declaration:

### **Section 24.20 Solar Energy Collection Devices**

No Owner, Occupant or User is permitted to install, permanently or temporarily, any solar energy collection devices on any Lot or Common Area in the Community. The Association reserves the right to adopt rules and regulations to permit such solar energy collection devices in the future, under limited circumstances, but

TRANSFER NOT NECESSARY

FEE \_\_\_\_\_

EXEMPT

9/8/2022

GREENE COUNTY AUDITOR

unless and until the Association adopts such rules and regulations, the prohibition shall be construed as strict.

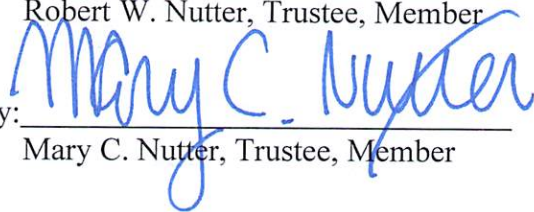
**5. Ratification.** Except as specifically modified herein, the Master Declaration remains in full force and effect. Developer ratifies and confirms the Master Declaration, as amended.

Developer adopted this Fifth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village as of the date written above.

**DEVELOPER:**

**NUTTER ENTERPRISES, LTD.,**  
An Ohio Limited Liability Company

By:   
Robert W. Nutter, Trustee, Member

By:   
Mary C. Nutter, Trustee, Member

STATE OF OHIO )  
 )  
COUNTY OF Greene )

SS:

Robert W. Nutter and Mary C. Nutter, on behalf of Nutter Enterprises, Ltd., acknowledged this document before me, with no oath or affirmation administered, on September 8, 2022. This notarial certificate is an acknowledgement under Ohio law.

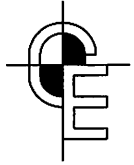


**JENNIFER DYAN SNIDER**  
NOTARY PUBLIC • STATE OF OHIO  
Commission No. 2021-RE-839968  
My Commission Expires Dec. 2, 2026

  
Notary Public

**This Instrument Prepared By:**

O'DIAM & ESTESS LAW GROUP, INC.  
8039 Washington Village Drive, Suite 110  
Centerville, Ohio 45458



# Cosler Engineering, LLC

Civil Engineering • Land Surveying

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

## EXHIBIT A

### **Description of Properties included in Stonehill Village Master Declaration**

Located in Sections 1, 2, 7, 8, 9, 13 and 14, Town 3, Range 7, Between the Miamis Survey, and in Virginia Military Survey No. 577, Beavercreek Township, Greene County, State of Ohio and being the plats, lots, and tracts of land listed as follows:

Spindletop at Stonehill Village, Section One	P.C. 30, Pgs. 624A-627A	47.050 acres
Lot 1	B03000200360004600	
Lot 2	B03000200360004700	
Lot 3	B03000200360004800	
Lot 4	B03000200360004900	
Lot 5	B03000200360005000	
Lot 6	B03000200360005100	
Lot 7	B03000200360005200	
Lot 8	B03000200360005300	
Lot 9	B03000200360005400	
Lot 10	B03000200360005500	
Lot 11	B03000200360005600	
Lot 12	B03000200360005700	
Lot 13	B03000200360005800	
Lot 14	B03000200360005900	
Lot 15	B03000200360006000	
Lot 16	B03000200360006100	
Lot 17	B03000200360006200	
Lot 18	B03000200360006300	
Lot 19	B03000200360006400	
Lot 20	B03000200360006500	
Lot 21	B03000200360006600	
Lot 22	B03000200360006700	
Lot 34	B03000200360006800	
Lot 35	B03000200360006900	
Lot 36	B03000200360007000	

Lot 37	B03000200360007100
Lot 38	B03000200360007200
Lot 39	B03000200360007300
Lot 40	B03000200360007400
Lot 41	B03000200360007500
Lot 42	B03000200360007600
Lot 43	B03000200360007700
Lot 44	B03000200360007800
Lot 45	B03000200360007900
Lot 46	B03000200360008000
Lot 47	B03000200360008100
Lot 48	B03000200360008200
Lot 49	B03000200360008300
Lot 50	B03000200360008400
Lot 51	B03000200360008500
Lot 108	B03000200360008600
Lot 109	B03000200360008700
Lot 110	B03000200360008800
Lot 111	B03000200360008900
Lot 112	B03000200360009000
Lot 113	B03000200360009100
Lot 114	B03000200360009200
Lot 115	B03000200360009300
Lot 116	B03000200360009400
Lot 117	B03000200360009500
Lot 118	B03000200360009600
Lot 119	B03000200360009700
Lot 131	B03000200360009800
Lot 132	B03000200360009900
Lot 133	B03000200360010000
Lot 146	B03000200360010100
Lot 147	B03000200360010200
Lot 148	B03000200360010300
Lot 149	B03000200360010400
Lot 150	B03000200360010500
Lot 151	B03000200360010600
Lot 152	B03000200360010700
Common Lot E	B03000200360010800
Common Lot G	B03000200360010900
Common Lot H	B03000200360011000
Common Lot I	B03000200360011100

Common Lot J	B03000200360011200
Common Lot K	B03000200360011300
Common Lot L	B03000200360011400
Common Lot M	B03000200360011500

Spindletop at Stonehill Village, Section Two	P.C. 34, Pgs. 978A-980B	14.127 acres
--	-------------------------	--------------

Lot 134	B03000200360011800
Lot 135	B03000200360011900
Lot 136	B03000200360012000
Lot 137	B03000200360012100
Lot 138	B03000200360012200
Lot 139	B03000200360012300
Lot 140	B03000200360012400
Lot 141	B03000200360012500
Lot 142	B03000200360012600
Lot 143	B03000200360012700
Lot 144	B03000200360012800
Lot 145	B03000200360012900
Lot 23	B03000200360013000
Lot 24	B03000200360013100
Lot 25	B03000200360013200
Lot 26	B03000200360013300
Lot 27	B03000200360013400
Lot 28	B03000200360013500
Lot 29	B03000200360013600
Lot 30	B03000200360013700
Lot 31	B03000200360013800
Lot 32	B03000200360013900
Lot 33	B03000200360014000
Common Lot D	B03000200360014100

Spindletop at Stonehill Village, Section Three	P.C. 35, Pgs. 220B-223A	15.519 acres
--	-------------------------	--------------

Lot 92	B03000200360015000
Lot 93	B03000200360015100
Lot 94	B03000200360015200
Lot 95	B03000200360015300
Lot 96	B03000200360015400
Lot 97	B03000200360015500
Lot 98	B03000200360015600
Lot 99	B03000200360015700
Lot 100	B03000200360015800

Lot 101	B03000200360015900
Lot 102	B03000200360016000
Lot 103	B03000200360016100
Lot 104	B03000200360016200
Lot 105	B03000200360016300
Lot 106	B03000200360016400
Lot 107	B03000200360016500
Lot 120	B03000200360016600
Lot 121	B03000200360016700
Lot 122	B03000200360016800
Lot 123	B03000200360016900
Lot 124	B03000200360017000
Lot 125	B03000200360017100
Lot 126	B03000200360017200
Lot 127	B03000200360017300
Lot 128	B03000200360017400
Lot 129	B03000200360017500
Lot 130	B03000200360017600
Common Lot F	B03000200360017700

Spindletop at Stonehill Village, Section Four      P.C. 35, Pgs. 310B-312A      7.290 acres

Lot 81	B03000200360017800
Lot 82	B03000200360017900
Lot 83	B03000200360018000
Lot 84	B03000200360018100
Lot 85	B03000200360018200
Lot 86	B03000200360018300
Lot 87	B03000200360018400
Lot 88	B03000200360018500
Lot 89	B03000200360018600
Lot 90	B03000200360018700
Lot 91	B03000200360018800
Common Lot A	B03000200360021000

Spindletop at Stonehill Village, Section Five      P.C. 35, Pgs. 312B-314A      14.663 acres

Lot 60	B03000200360018900
Lot 61	B03000200360019000
Lot 62	B03000200360019100
Lot 63	B03000200360019200
Lot 64	B03000200360019300
Lot 65	B03000200360019400

Lot 66	B03000200360019500
Lot 67	B03000200360019600
Lot 68	B03000200360019700
Lot 69	B03000200360019800
Lot 70	B03000200360019900
Lot 71	B03000200360020000
Lot 72	B03000200360020100
Lot 73	B03000200360020200
Lot 74	B03000200360020300
Lot 75	B03000200360020400
Lot 76	B03000200360020500
Lot 77	B03000200360020600
Lot 78	B03000200360020700
Lot 79	B03000200360020800
Lot 80	B03000200360020900
Common Lot A	B03000200360021100

Spindletop at Stonehill Village, Section Six      P.C. 35, Pgs. 223B-225A      4.653 acres

Lot 52	B03000200360014200
Lot 53	B03000200360014300
Lot 54	B03000200360014400
Lot 55	B03000200360014500
Lot 56	B03000200360014600
Lot 57	B03000200360014700
Lot 58	B03000200360014800
Lot 59	B03000200360014900
Common Lot C	B03000200360021200

Steeplechase of Stonehill Village, Section One "A"      P.C. 34, Pgs. 768A-769B      2.174 acres

Common Lot A	B03000200430001700
Lot 22	B03000200430001800
Lot 23	B03000200430001900
Lot 24	B03000200430002000

Steeplechase of Stonehill Village, Section One "B"      P.C. 34, Pgs. 868B-869B      8.402 acres

Lot 1	B03000200430002100
Lot 2	B03000200430002200
Lot 3	B03000200430002300
Lot 4	B03000200430002400
Lot 5	B03000200430002500

Lot 6	B03000200430002600
Lot 7	B03000200430002700
Lot 8	B03000200430002800
Lot 9	B03000200430002900
Lot 10	B03000200430003000
Lot 11	B03000200430003100
Lot 12	B03000200430003200
Lot 13	B03000200430003300
Lot 14	B03000200430003400
Lot 15	B03000200430003500
Lot 16	B03000200430003600
Lot 17	B03000200430003700
Lot 18	B03000200430003800
Lot 19	B03000200430003900
Lot 20	B03000200430004000
Lot 21	B03000200430004100
Lot 25	B03000200430004200
Lot 26	B03000200430004300
Lot 27	B03000200430004400
Lot 28	B03000200430004500
Common Lot D	B03000200430015700
Common Lot E	B03000200430015800

Steeplechase at Stonehill Village, Section Two

P.C. 35, Pgs. 135A-137A

7.259 acres

Lot 43	B03000200430004600
Lot 44	B03000200430004700
Lot 45	B03000200430004800
Lot 46	B03000200430004900
Lot 47	B03000200430005000
Lot 48	B03000200430005100
Lot 49	B03000200430005200
Lot 50	B03000200430005300
Lot 51	B03000200430005400
Lot 52	B03000200430005500
Lot 53	B03000200430005600
Lot 54	B03000200430005700
Lot 55	B03000200430005800
Lot 56	B03000200430005900
Lot 57	B03000200430006000
Lot 58	B03000200430006100
Lot 59	B03000200430006200



Lot 60	B03000200430006300
Lot 61	B03000200430006400
Lot 62	B03000200430006500
Lot 63	B03000200430006600
Lot 64	B03000200430006700
Lot 65	B03000200430006800
Lot 66	B03000200430006900
Common Lot D	B03000200430007000

Steeplechase at Stonehill Village, Section Three      P.C. 36, Pgs. 3A-4B      4.768 acres

Lot 29	B03000200430007100
Lot 30	B03000200430007200
Lot 31	B03000200430007300
Lot 32	B03000200430007400
Lot 33	B03000200430007500
Lot 34	B03000200430007600
Lot 35	B03000200430007700
Lot 36	B03000200430007800
Lot 37	B03000200430007900
Lot 38	B03000200430008000
Lot 39	B03000200430008100
Lot 40	B03000200430008200
Lot 41	B03000200430008300
Lot 42	B03000200430008400
Common Lot E	B03000200430008500

Steeplechase at Stonehill Village, Section Four      P.C. 36, Pgs. 181A-183B      10.349 acres

Lot 67	B03000200430008700
Lot 68	B03000200430008800
Lot 69	B03000200430008900
Lot 70	B03000200430009000
Lot 71	B03000200430009100
Lot 72	B03000200430009200
Lot 73	B03000200430009300
Lot 74	B03000200430009400
Lot 75	B03000200430009500
Lot 76	B03000200430009600
Lot 77	B03000200430009700
Lot 78	B03000200430009800
Lot 79	B03000200430009900
Lot 80	B03000200430010000

Lot 81	B03000200430010100
Lot 82	B03000200430010200
Common Lot F	B03000200430015900
Common Lot G	B03000200430010300

Liberty Hill at Stonehill Village

P.C. 36, Pgs. 256B-257b

14.443 acres

Lot 1	B03000200430010400
Lot 2	B03000200430010500
Lot 3	B03000200430010600
Lot 4	B03000200430010700
Lot 5	B03000200430010800
Lot 6	B03000200430010900
Lot 7	B03000200430011000
Lot 8	B03000200430011100
Lot 9	B03000200430011200
Lot 10	B03000200430011300
Lot 11	B03000200430011400
Lot 12	B03000200430011500
Lot 13	B03000200430011600
Lot 14	B03000200430011700
Lot 15	B03000200430011800
Lot 16	B03000200430011900
Lot 17	B03000200430012000
Lot 18	B03000200430012100
Lot 19	B03000200430012200
Lot 20	B03000200430012300
Lot 21	B03000200430012400
Lot 22	B03000200430012500
Lot 23	B03000200430012600
Lot 24	B03000200430012700
Lot 25	B03000200430012800
Lot 26	B03000200430012900
Lot 27	B03000200430013000
Lot 28	B03000200430013100
Lot 29	B03000200430013200
Lot 30	B03000200430013300
Lot 31	B03000200430013400
Lot 32	B03000200430013500
Lot 33	B03000200430013600
Lot 34	B03000200430013700
Lot 35	B03000200430013800

Lot 36	B03000200430013900
Lot 37	B03000200430014000
Lot 38	B03000200430014100
Lot 39 (Common OS)	B03000200430014200
Lot 40 (Common OS)	B03000200430014300
Lot 41 (Common OS)	B03000200430014400

Greenway at Stonehill Village	P.C. 36, Pgs. 271B-274A	14.609 acres
Lot 1 (Common H)	B03000200430014500	
Lot 2 (Common J)	B03000200430014600	
Lot 3 (Common I)	B03000200430014700	

Liberty Hill, Section 2 at Stonehill Village	P.C. 38, Pgs. 14A-15A	9.864 acres
Lot 1	B03000200430016000	
Lot 2	B03000200430016100	
Lot 3	B03000200430016200	
Lot 4	B03000200430016300	
Lot 5	B03000200430016400	
Lot 6	B03000200430016500	
Lot 7	B03000200430016600	
Lot 8	B03000200430016700	
Lot 9	B03000200430016800	
Lot 10	B03000200430016900	
Lot 11	B03000200430017000	
Lot 12	B03000200430017100	
Lot 13	3B0300020043017200	
Lot 14	B03000200430017300	
Lot 15	B03000200430017400	
Lot 16	B03000200430017500	
Lot 17	B03000200430017600	
Lot 18	B03000200430017700	
Lot 19	B03000200430017800	
Lot 20	B03000200430017900	
Lot 21	B03000200430018000	
Lot 22	B03000200430018100	
Lot 23	B03000200430018200	
Lot 24	B03000200430018300	
Lot 25	B03000200430018400	
Lot 26	B03000200430018500	
Lot 27	B03000200430018600	
Lot 28	B03000200430018700	

Lot 29	B03000200430018800
Lot 30	B03000200430018900
Lot 31	B03000200430019000

White Barn Trails at Stonehill Village, Section 1 (part of)	P.C. 38, Pgs. 321B-322B	23.920 acres
Less Lots 1 & 2		-1.455 acres
Less Lots 4 & 5		-0.896 acres
Less Lots 10 & 11		-0.693 acres
Lot 3	B03000200430019300	
Lot 6	B03000200430019600	
Lot 7	B03000200430019700	
Lot 8	B03000200430019800	
Lot 9	B03000200430019900	
Lot 12	B03000200430020200	
Lot 13	B03000200430020300	
Lot 14	B03000200430020400	
Lot 15	B03000200430020500	
Lot 16	B03000200430020600	
Lot 17	B03000200430020700	
Lot 18	B03000200430020800	
Lot 19	B03000200430020900	
Lot 20	B03000200430021000	
Lot 21	B03000200430021100	
Lot 22	B03000200430021200	
Lot 23	B03000200430021300	
Lot 24	B03000200430021400	
Lot 25	B03000200430021500	
Lot 26	B03000200430021600	
Lot 27	B03000200430021700	
Lot 28	B03000200430021800	
Lot 29	B03000200430021900	
Lot 30	B03000200430022000	
Lot 31	B03000200430022100	
Lot 32	B03000200430022200	
Lot 33	B03000200430022300	
Lot 34	B03000200430022400	
Lot 35	B03000200430022500	
Common Lot A	B03000200430022600	
Common Lot B	B03000200430022700	
Common Lot C	B03000200430022800	
Common Lot D	B03000200430022900	

Common Lot E	B03000200430023000		
Common Lot F	B03000200430023100		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 1 & 2		P.C. 39, Pgs. 144B-145A	1.455 acres
Lot 1A	B03000200430019100		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 4 & 5		P.C. 39, Pgs. 74A-74B	0.896 acres
Lot 4A	B03000200430019400		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 10 & 11		P.C. 39, Pgs. 166A-166B	0.693 acres
Lot 10A	B03000200430020000		
White Barn Trails at Stonehill Village, Section 2 (part of)		P.C. 39, Pgs. 206B-208A	12.478 acres
Less Lots 41 & 42			-1.017 acres
Less Lots 43 & 44			-0.894 acres
Lot 36	B03000200430023400		
Lot 37	B03000200430023500		
Lot 38	B03000200430023600		
Lot 39	B03000200430023700		
Lot 40	B03000200430023800		
Lot 45	B03000200430024300		
Lot 46	B03000200430024400		
Lot 47	B03000200430024500		
Lot 48	B03000200430024600		
Lot 49	B03000200430024700		
Lot 50	B03000200430024800		
Lot 51	B03000200430024900		
Lot 52	B03000200430025000		
Lot 53	B03000200430025100		
Lot 54	B03000200430025200		
Lot 55	B03000200430025300		
Lot 56	B03000200430025400		
Lot 57	B03000200430025500		
Lot 58	B03000200430025600		
Lot 59	B03000200430025700		
Common Lot G	B03000200430025800		
Common Lot H	B03000200430025900		

White Barn Trails at Stonehill Village, Section 2	P.C. 39, Pgs. 212A-212B	1.017 acres
Replat of Lots 41 & 42		
Lot 41A	B03000200430023900	

White Barn Trails at Stonehill Village, Section 2	P.C. 39, Pgs. 213A-213B	0.894 acres
Replat of Lots 43 & 44		
Lot 43A	B03000200430024100	

Remaining part of an original 45.888 acre tract of land conveyed to G.A. White Development Co., LLC by deed recorded in O.R. 3504, Page 752 (Survey Record 40, Pages 146)		9.490 acres
	B03000200430001600	

Claiborne Greens at Stonehill Village, Phase 1 (part of)	P.C. 37, Pgs. 394A-397A	37.5280 acres
Less Lot 41 (Common OS)		-11.6020 acres
Lot 1	B03000200360021700	
Lot 2	B03000200360021800	
Lot 3	B03000200360021900	
Lot 4	B03000200360022000	
Lot 5	B03000200360022100	
Lot 6	B03000200360022200	
Lot 7	B03000200360022300	
Lot 8	B03000200360022400	
Lot 9	B03000200360022500	
Lot 10	B03000200360022600	
Lot 11	B03000200360022700	
Lot 12	B03000200360022800	
Lot 13	B03000200360022900	
Lot 14	B03000200360023000	
Lot 15	B03000200360023100	
Lot 16	B03000200360023200	
Lot 17	B03000200360023300	
Lot 18	B03000200360023400	
Lot 19	B03000200360023500	
Lot 20	B03000200360023600	
Lot 21	B03000200360023700	
Lot 22	B03000200360023800	
Lot 23	B03000200360023900	
Lot 24	B03000200360024000	
Lot 25	B03000200360024100	
Lot 26	B03000200360024200	
Lot 27	B03000200360024300	

Lot 28	B03000200360024400
Lot 29	B03000200360024500
Lot 30	B03000200360024600
Lot 31	B03000200360024700
Lot 32	B03000200360024800
Lot 33	B03000200360024900
Lot 34	B03000200360025000
Lot 35	B03000200360025100
Lot 36	B03000200360025200
Lot 37	B03000200360025300
Lot 38 (Common OS)	B03000200360025400
Lot 39 (Common OS)	B03000200360025500
Lot 40 (Common OS)	B03000200360025600
Lot 42 (Common OS)	B03000200360025800
Lot 43 (Common OS)	B03000200360025900

Claiborne Greens at Stonehill Village, Phase 2A (part of) P.C. 38, Pgs. 64B-67A  
Less Lot 107 (Common OS)

15.8458 acres  
-1.6979 acres

Lot 66	B03000200360026000
Lot 67	B03000200360026100
Lot 68	B03000200360026200
Lot 69	B03000200360026300
Lot 70	B03000200360026400
Lot 71	B03000200360026500
Lot 72	B03000200360026600
Lot 73	B03000200360026700
Lot 74	B03000200360026800
Lot 75	B03000200360026900
Lot 76	B03000200360027000
Lot 77	B03000200360027100
Lot 78	B03000200360027200
Lot 79	B03000200360027300
Lot 80	B03000200360027400
Lot 81	B03000200360027500
Lot 82	B03000200360027600
Lot 83	B03000200360027700
Lot 84	B03000200360027800
Lot 85	B03000200360027900
Lot 86	B03000200360028000
Lot 87	B03000200360028100
Lot 88	B03000200360028200

Lot 89	B03000200360028300
Lot 90	B03000200360028400
Lot 91	B03000200360028500
Lot 92	B03000200360028600
Lot 93	B03000200360028700
Lot 94	B03000200360028800
Lot 95	B03000200360028900
Lot 96	B03000200360029100
Lot 97	B03000200360029200
Lot 98	B03000200360029300
Lot 99	B03000200360029400
Lot 100	B03000200360029500
Lot 101	B03000200360029600
Lot 102	B03000200360029700
Lot 103	B03000200360029800
Lot 104	B03000200360029900
Lot 105 (Common OS)	B03000200360030000
Lot 106 (Common OS)	B03000200360030100
Lot 108 (Common OS)	B03000200360030300

Claiborne Greens at Stonehill Village, Phase 2B

P.C. 38, Pgs. 143B-145B

8.1890 acres

Lot 44	B03000200360030400
Lot 45	B03000200360030500
Lot 46	B03000200360030600
Lot 47	B03000200360030700
Lot 48	B03000200360030800
Lot 49	B03000200360030900
Lot 50	B03000200360031000
Lot 51	B03000200360031100
Lot 52	B03000200360031200
Lot 53	B03000200360031300
Lot 54	B03000200360031400
Lot 55	B03000200360031500
Lot 56	B03000200360031600
Lot 57	B03000200360031700
Lot 58	B03000200360031800
Lot 59	B03000200360031900
Lot 60	B03000200360032000
Lot 61	B03000200360032100
Lot 62	B03000200360032200
Lot 63	B03000200360032300



Lot 64 B03000200360032400  
Lot 65 (Common OS) B03000200360032500

Claiborne Greens at Stonehill Village, Phase 3 P.C. 38, Pgs. 187A-189A 11.6045 acres

Lot 109 B03000200360032600  
Lot 110 B03000200360032700  
Lot 111 B03000200360032800  
Lot 112 B03000200360032900  
Lot 113 (Common OS) B03000200360033000  
Lot 114 B03000200360033100  
Lot 115 B03000200360033200  
Lot 116 B03000200360033300  
Lot 117 B03000200360033400  
Lot 118 B03000200360033500  
Lot 119 (Common OS) B03000200360033600  
Lot 120 (Common OS) B03000200360033700  
Lot 121 B03000200360033800  
Lot 122 B03000200360033900  
Lot 123 B03000200360034000  
Lot 124 B03000200360034100  
Lot 125 B03000200360034200  
Lot 126 B03000200360034300  
Lot 127 B03000200360034400  
Lot 128 (Common OS) B03000200360034500  
Lot 129 B03000200360034600  
Lot 130 B03000200360034700  
Lot 131 B03000200360034800  
Lot 132 B03000200360034900  
Lot 133 B03000200360035000  
Lot 134 B03000200360035100  
Lot 135 B03000200360035200  
Lot 136 (Common OS) B03000200360035300  
Lot 137 B03000200360035400  
Lot 138 B03000200360035500  
Lot 139 B03000200360035600  
Lot 140 B03000200360035700

Claiborne Greens at Stonehill Village, Phase 4 P.C. 38, Pgs. 308B-310B 12.7403 acres

Lot 141 B03000200360035900  
Lot 142 B03000200360036000

Lot 143	B03000200360036100
Lot 144	B03000200360036200
Lot 145	B03000200360036300
Lot 146 (Common OS)	B03000200360036400
Lot 147	B03000200360036500
Lot 148	B03000200360036600
Lot 149	B03000200360036700
Lot 150	B03000200360036800
Lot 151	B03000200360036900
Lot 152	B03000200360037000
Lot 153	B03000200360037100
Lot 154 (Common OS)	B03000200360037200
Lot 155	B03000200360037300
Lot 156	B03000200360037400
Lot 157	B03000200360037500
Lot 158	B03000200360037600
Lot 159	B03000200360037700
Lot 160	B03000200360037800
Lot 161	B03000200360037900
Lot 162	B03000200360038000
Lot 163	B03000200360038100
Lot 164	B03000200360038200
Lot 165	B03000200360038300
Lot 166	B03000200360038400
Lot 167	B03000200360038500
Lot 168	B03000200360038600
Lot 169	B03000200360038700
Lot 170	B03000200360038800
Lot 171	B03000200360038900
Lot 172	B03000200360039000

Claiborne Greens at Stonehill Village, Phase 5 P.C. 38, Pgs. 397B-399A

6.8061 acres

Lot 173	B03000200360039100
Lot 174	B03000200360039200
Lot 175	B03000200360039300
Lot 176	B03000200360039400
Lot 177	B03000200360039500
Lot 178	B03000200360039600
Lot 179	B03000200360039700
Lot 180	B03000200360039800
Lot 189	B03000200360039900

Lot 180	B03000200360040000
Lot 181	B03000200360040100
Lot 182	B03000200360040200
Lot 183	B03000200360040300
Lot 184	B03000200360040400
Lot 185	B03000200360040500
Lot 186	B03000200360040600
Lot 187	B03000200360040700
Lot 190	B03000200360040800
Lot 191	B03000200360040900
Lot 192 (Common OS)	B03000200360021300

Claiborne Greens at Stonehill Village Replat of Common Open Space Lots 41 & 107 and 3.324 acres	P.C. 39, Pgs. 118B-120B	16.624 acres
Lot 41-A (Common OS)	B03000200360257000	
Lot 107-A (Common OS)	B03000200360302000	
Lot 193	B03000200360041000	
Lot 194	B03000200360041100	

Bluegrass Crossings at Stonehill Village, Section 1 Lot 1	P.C. 39, Pgs. 187A-191A B03000200430023300	23.706 acres
--	---	--------------

The Courtyards at Stonehill Village, Phase 1	P.C. 39, Pgs. 223A-225B	12.3578 acres
Lot 1	B03000200430026000	
Lot 2	B03000200430026100	
Lot 3	B03000200430026200	
Lot 4	B03000200430026300	
Lot 5	B03000200430026400	
Lot 6	B03000200430026500	
Lot 7	B03000200430026600	
Lot 8	B03000200430026700	
Lot 9	B03000200430026800	
Lot 10	B03000200430026900	
Lot 11	B03000200430027000	
Lot 12	B03000200430027100	
Lot 13	B03000200430027200	
Lot 14	B03000200430027300	
Lot 15	B03000200430027400	
Lot 16	B03000200430027500	
Lot 17	B03000200430027600	
Lot 18	B03000200430027700	

Lot 19	B03000200430027800
Lot 20	B03000200430027900
Lot 21	B03000200430028000
Lot 22	B03000200430028100
Lot 23	B03000200430028200
Lot 24	B03000200430028300
Lot 25	B03000200430028400
Lot 26	B03000200430028500
Lot 27	B03000200430028600
Lot 28	B03000200430028700
Lot 29	B03000200430028800
Lot 30	B03000200430028900
Lot 31 (Open Space)	B03000200430029000
Lot 32 (Open Space)	B03000200430029100
Lot 33 (Open Space)	B03000200430029200

Remaining part of an original 56.186 acre tract of land conveyed to Artisan Communities LLC  
by deed recorded in I.R. 2021030554 (Survey Record 48, Pages 96-97) 43.8282 acres  
B03000200430023200

Remaining part of an original 76.713 acre tract of land conveyed to KERWN AQUA, LLC  
by deed recorded in O.R. 2866, Page 187 (Survey Record 40, Pages 148-150) 19.697 acres  
B04000200430000500

Remaining part of an original 130.247 acre tract of land conveyed to KERWN BLUE, LLC  
by deed recorded in O.R. 2866, Page 191 (Survey Record 40, Pages 151-153) 110.063 acres  
B03000200430015000

All of a 68.360 acre tract of land conveyed to KERWN GREEN, LLC  
by deed recorded in O.R. 2866, Page 202 (Survey Record 40, Pages 156-158) 68.360 acres  
B03000200430015100

Remaining part of an original 61.707 acre tract of land conveyed to KERWN PINK, LLC  
by deed recorded in O.R. 2866, Page 215 (Survey Record 40, Pages 161-162) 36.632 acres  
B03000200430015300

All of a 207.251 acre tract of land conveyed to KERWN PURPLE, LLC  
by deed recorded in O.R. 2866, Page 219 (Survey Record 40, Pages 167-170) 207.251 acres  
B03000200430000500

Remaining part of an original 30.250 acre tract of land conveyed to KERWN RED, LLC  
by deed recorded in O.R. 2866, Page 225 (Red-1 Tract) 28.295 acres  
(Survey Record 40, Pages 163-164)  
B03000200430015400

All of a 10.072 acre tract of land conveyed to KERWN RED, LLC  
by deed recorded in O.R. 2866, Page 225 (Red-2 Tract) 10.072 acres  
(Survey Record 40, Pages 163-164)  
B03000200430015500

All of a 144.872 acre tract of land conveyed to KERWN SCARLET GRAY, LLC  
by deed recorded in O.R. 2866, Page 232 (Survey Record 40, Pages 134-136) 144.872 acres  
B03000200430014800

All of a 47.944 acre tract of land conveyed to KERWN YELLOW, LLC  
by deed recorded in I.R. 2021031155 (Survey Record 48, Pages 105-106) 47.944 acres  
B03000200430015600

Remaining part of an original 61.673 acre tract of land conveyed to RM BLUE & WHITE LLC  
by deed recorded in I.R. 2021020552 (Survey Record 26, Pages 83) 47.355 acres  
B03000200430000400

All of a 1.072 acre tract of land conveyed to HTMB, LLC  
by deed recorded in O.R. 3712, Page 696 (Survey Record 44, Page 231) 1.072 acres  
B03000200440002100

All of a 12.203 acre tract of land conveyed to Robert W. Nutter  
by deed recorded in O.R. 638, Page 479 (Survey Record 26, Page 29) 12.203 acres  
B03000200440002600

All of a 10.007 acre tract of land conveyed to Melinda R. Nutter  
by deed recorded in O.R. 3221, Page 656 (Survey Record 28, Page 350) 10.007 acres  
B03000200440001500

TOTAL AREA 1140.8108 acres

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 - Stonehill Development\Approvals  
Exhibit A for 4th Amendment to Master Declaration.docx

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

By: [Signature] Date: 090322  
PAR ID: DIST \_\_\_ BK \_\_\_ PG \_\_\_ PAR \_\_\_

SEE ALL PARCEL #'S ABOVE

A-xix

(A-i through A-xix)



**Cosler Engineering, LLC**  
Civil Engineering • Land Surveying

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

**EXHIBIT B**  
**Description of Exempt Property**

TRACT ONE  
Exempt Property Owned by RM Blue & White, LLC

Located in Sections 7 and 8, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being the remaining part of an original 61.673 acre tract of land conveyed to RM BLUE & WHITE LLC by deed recorded in I.R. 2021020552 of the Recorder's Office of Greene County, Ohio. 47.355 acres are remaining.  
(Survey Record 26, Pages 83) Parcel No. B03000200430000400

TRACT TWO  
Exempt Property Owned by Melinda R. Nutter

Located in Section 7, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being all of a 10.007 acre tract of land conveyed to Melinda R. Nutter by deed recorded in O.R. 3221, Page 656 of the Official Records of Greene County, Ohio.  
(Survey Record 44, Pages 231) Parcel No. B030002004400001500

TRACT THREE  
Exempt Property Owned by Robert W. Nutter

Located in Sections 7 and 8, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being all of a 12.203 acre tract of land conveyed to Robert W. Nutter by deed recorded in O.R. 638, Page 479 of the Official Records of Greene County, Ohio.  
(Survey Record 26, Pages 29) Parcel No. B030002004400002600

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 – Stonehill Development\Approvals\  
Exhibit D for 4<sup>th</sup> Amendment to Master Declaration.docx



1 1 9 9 7 3 2

2022016637

8/31/2022 8:39:29 AM

Eric C Sears

Greene County Recorder

DECLR 1334.00

Pages 164

## FOURTH AMENDMENT AND RESTATEMENT OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEHILL VILLAGE

Nutter Enterprises, Ltd., an Ohio limited liability company (“Developer”) adopts this Fourth Amendment and Restatement of the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village (the “Master Declaration”) effective as of September 20, 2021.

**1. Background.** Developer adopted the original Master Declaration on March 4, 1999. The Master Declaration was recorded on March 10, 1999 at Volume 1307, Page 260, of the Official Records of Greene County, Ohio. Developer made the First Amendment to the Master Declaration effective February 17, 2011, which was recorded on March 8, 2011 at Volume 3017, Page 461, of the Official Records of Greene County, Ohio. Developer made the Second Amendment to the Master Declaration effective May 13, 2010, which was recorded on May 18, 2010 at Volume 3118, Page 415, of the Official Records of Greene County, Ohio. Developer made the Third Amendment to the Master Declaration effective January 24, 2020, which was recorded on January 31, 2020 at Instrument Number 2020001961 of the Official Records of Greene County, Ohio. This Fourth Amendment and Restatement fully replaces and supersedes all prior versions of this document.

**2. Authority.** Section 51.19 of the Master Declaration permits Developer to amend the Master Declaration unilaterally during the Development Period, without any notice to, or consent, approval or signature of, any other party. Developer now exercises that right of unilateral amendment in adopting this Fourth Amendment and Restatement.

**3. Purpose of Amendment and Restatement.** Since the adoption of the Master Declaration and its subsequent amendments, the Community has grown substantially, technology has improved, and considerations have evolved. In light of these changes, and in an effort to modernize, simplify and clarify the Master Declaration, Developer now desires to amend and restate the Master Declaration.

**4. Restatement.** Developer now amends the Master Declaration by completely deleting all provisions of the Master Declaration, First Amendment to the Master Declaration, Second Amendment to the Master Declaration, and Third Amendment to the Master Declaration and amending and restating the Master Declaration in its entirety, as set forth in the attached Restated Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village.

**5. Ratification.** Except as specifically modified herein, the Master Declaration remains in full force and effect. The Developer ratifies and confirms the Master Declaration, as amended and restated.

TRANSFER NOT NECESSARY  
FEE \_\_\_\_\_ EXEMPT  *8/29/22*  
GREENE COUNTY AUDITOR





**RESTATED**  
**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS**  
**FOR**  
**STONEHILL VILLAGE**

*A Nutter Enterprises, Ltd. Development*

**Located At**

**BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO**

**This Document Prepared By**

Brittany D. O'Diam  
**O'DIAM & ESTESS LAW GROUP, INC.**  
2430 Dayton-Xenia Road, Suite B, Beavercreek, Ohio 45434  
Phone: (937) 458-0574 • Fax: (937) 458-0579  
Email: [brittany@oedayton.com](mailto:brittany@oedayton.com)

**Copyright © 2021**

Jointly By

O'DIAM & ESTESS LAW GROUP, INC.

And

NUTTER ENTERPRISES, LTD.

All Rights Reserved

No part of this Master Declaration of Covenants, Conditions and Restrictions may be reproduced in any form, by photocopy, microfilm, microfiche, xerography, electronic or digital scanning or any other means; or incorporated into any mechanical, electronic, digital or other information retrieval system; or otherwise used or incorporated into any other document in substantially similar form or content, without the prior written permission of either or both of the Copyright owners. However, this Master Declaration of Covenants, Conditions and Restrictions may be copied, in whole or in part, without the prior written permission of either of the Copyright owners solely for the following purposes: (i) permanent recording of this instrument in the public records by any appropriate government agency; or (ii) directly relating to the examination of title of all or any of the property subject to this Master Declaration of Covenants, Conditions and Restrictions; or (iii) any reproduction required or necessary under applicable law.

Inquiries regarding permission for use of material contained in this Master Declaration of Covenants, Conditions and Restrictions for any other purpose should be addressed to:

NUTTER ENTERPRISES, Ltd.  
1000 Hilltop Road  
Xenia, Ohio 45385

# Table of Contents

## **Restated Master Declaration of Covenants, Conditions and Restrictions**

<b>ARTICLE 1</b>	<b>Purpose of Declaration.....</b>	<b>14</b>
Section 1.01	Developer’s Intent .....	14
Section 1.02	Goals and Objectives .....	14
Section 1.03	Master Concept Plan.....	15
Section 1.04	Submission of Property to Declaration.....	15
<b>ARTICLE 2</b>	<b>Definitions and Interpretation .....</b>	<b>15</b>
Section 2.01	Defined Terms.....	15
Section 2.02	Statutory Terms .....	15
Section 2.03	Other Words and Phrases.....	15
Section 2.04	Incorporation of Governing Documents .....	15
Section 2.05	Interpretation .....	16
Section 2.06	Exercise of Discretion .....	16
<b>ARTICLE 3</b>	<b>Overview .....</b>	<b>17</b>
Section 3.01	General Plan.....	17
Section 3.02	Composition of the Community.....	17
Section 3.03	Management of the Community.....	17
Section 3.04	Management of the Neighborhoods .....	18
Section 3.05	Effect of Master Declaration.....	18
Section 3.06	Phasing of the Project .....	18
Section 3.07	Developer’s Discretion .....	18
<b>ARTICLE 4</b>	<b>Types of Neighborhoods and Uses .....</b>	<b>19</b>
Section 4.01	General Explanation .....	19
Section 4.02	Residential Neighborhoods.....	19
Section 4.03	Business District Neighborhoods .....	20
Section 4.04	Public School Property .....	20
Section 4.05	Common Areas.....	20
<b>ARTICLE 5</b>	<b>Addition of Property .....</b>	<b>20</b>
Section 5.01	Activation of Phases .....	20
Section 5.02	Subdivision by Developer .....	21
Section 5.03	Later Acquired Real Property .....	21
Section 5.04	No Consent Required.....	21
<b>ARTICLE 6</b>	<b>Dedication of Property.....</b>	<b>21</b>
Section 6.01	Reservation of Right to Dedicate .....	21

Section 6.02	Public Streets and Utilities.....	22
Section 6.03	Public School Property .....	22
Section 6.04	Conservation and Preservation Easements .....	22
Section 6.05	Public Dedications Exempt from Declaration .....	22
<b>ARTICLE 7</b>	<b>Later Partition, Subdivision and Combination .....</b>	<b>22</b>
Section 7.01	No Partition of Common Areas.....	22
Section 7.02	No Further Subdivision, Lot Splits or Lot Combinations.....	22
Section 7.03	No Unauthorized Condominiums.....	23
Section 7.04	Division of Ownership Interests.....	23
<b>ARTICLE 8</b>	<b>Property Rights .....</b>	<b>23</b>
Section 8.01	Nature of Rights in Lots .....	23
Section 8.02	Nature of Rights in Common Areas .....	24
Section 8.03	Not Divisible from Fee Title.....	24
Section 8.04	Compliance Certificate .....	24
<b>ARTICLE 9</b>	<b>Easements .....</b>	<b>25</b>
Section 9.01	General.....	25
Section 9.02	Easements for Encroachments .....	25
Section 9.03	Easements for Entry .....	25
Section 9.04	Easements for Public Utilities.....	26
Section 9.05	Easements for Drainage Facilities .....	26
Section 9.06	Conservation and Preservation Easements .....	26
Section 9.07	Landscape Easements .....	26
Section 9.08	Easements to Common Areas .....	27
Section 9.09	Easements for Construction .....	27
Section 9.10	Developer’s Marketing Easements.....	27
Section 9.11	Easements to Serve Additional Property .....	28
Section 9.12	Easement for Special Events.....	28
Section 9.13	Future Easements .....	28
<b>ARTICLE 10</b>	<b>Exceptions to Declaration .....</b>	<b>29</b>
Section 10.01	Exempt Property.....	29
Section 10.02	Period of Exemption.....	29
Section 10.03	Conversion of Voidable Property.....	29
Section 10.04	Withdrawal of Property .....	29
Section 10.05	Exemption of Developer.....	30
<b>ARTICLE 11</b>	<b>Other Regulations .....</b>	<b>30</b>
Section 11.01	General Government Regulations .....	30
Section 11.02	Specific Zoning Compliance.....	30
Section 11.03	Existing Scenic River Preservation Agreement .....	31
Section 11.04	No Discrimination .....	31

<b>ARTICLE 12</b>	<b>Community Common Areas .....</b>	<b>31</b>
Section 12.01	Designation of Community Common Areas.....	31
Section 12.02	Types of Community Common Areas.....	32
<b>ARTICLE 13</b>	<b>Limited Common Areas .....</b>	<b>33</b>
Section 13.01	Designation of Limited Common Areas.....	33
Section 13.02	Types of Limited Common Areas .....	33
<b>ARTICLE 14</b>	<b>Restricted Common Areas .....</b>	<b>34</b>
Section 14.01	Designation of Restricted Common Areas .....	34
Section 14.02	Types of Restricted Common Areas.....	34
<b>ARTICLE 15</b>	<b>Use and Enjoyment of Common Areas .....</b>	<b>34</b>
Section 15.01	General Use.....	34
Section 15.02	Limitations on Use .....	34
Section 15.03	Developer’s Use .....	35
Section 15.04	Restrictions on Present Use of Future Common Areas .....	36
<b>ARTICLE 16</b>	<b>Ownership of Common Areas.....</b>	<b>36</b>
Section 16.01	Title to Common Areas .....	36
<b>ARTICLE 17</b>	<b>Maintenance of Common Areas.....</b>	<b>36</b>
Section 17.01	Maintenance of Community Common Areas .....	36
Section 17.02	Maintenance of Limited Common Areas .....	37
Section 17.03	Maintenance of Restricted Common Areas .....	37
Section 17.04	Commencement of Association’s Responsibility .....	37
Section 17.05	Delegation to Professional Management .....	37
Section 17.06	Restoration of Damage .....	38
Section 17.07	Maintenance Guidelines .....	38
<b>ARTICLE 18</b>	<b>Regulation of Common Areas.....</b>	<b>38</b>
Section 18.01	Rules and Regulations .....	38
Section 18.02	Enforcement of Rules and Regulations .....	38
Section 18.03	Enforcement by Developer .....	38
Section 18.04	Conflict .....	39
<b>ARTICLE 19</b>	<b>Purpose and Intent.....</b>	<b>39</b>
Section 19.01	Preservation of Community .....	39
Section 19.02	Compatibility with Master Concept Plan .....	39
Section 19.03	Protection of Other Owners .....	39

<b>ARTICLE 20</b>	<b>Design Review Standards .....</b>	<b>40</b>
Section 20.01	Adoption of Standards .....	40
Section 20.02	Community-Wide Standards.....	40
Section 20.03	Neighborhood Specific Standards .....	40
Section 20.04	Design Review Standards Rules and Regulations.....	41
Section 20.05	Interpretation in Favor of Community.....	41
<b>ARTICLE 21</b>	<b>Design Review Board .....</b>	<b>41</b>
Section 21.01	Developer Review .....	41
Section 21.02	Establishment of DRB .....	42
Section 21.03	Composition and Term of Appointment.....	42
Section 21.04	Authority .....	42
Section 21.05	Delegation of Authority .....	42
Section 21.06	Review Fees .....	42
Section 21.07	Enforcement and Remedies .....	43
Section 21.08	No Representations or Warranties; Limitation of Liability .....	43
<b>ARTICLE 22</b>	<b>Purpose and Application .....</b>	<b>43</b>
Section 22.01	General Intent.....	43
Section 22.02	Supplemental Covenants and Restrictions.....	44
Section 22.03	Application and Enforcement .....	44
Section 22.04	Responsibility of Owner for Others .....	44
Section 22.05	Exemptions .....	44
<b>ARTICLE 23</b>	<b>Affirmative Covenants and Restrictions .....</b>	<b>45</b>
Section 23.01	Compliance with Governing Documents.....	45
Section 23.02	Compliance with Rules and Regulations .....	45
Section 23.03	Permitted Use of Lot .....	45
Section 23.04	Permitted Use of Common Areas.....	45
Section 23.05	Quiet Enjoyment .....	45
Section 23.06	Parking .....	45
Section 23.07	Maintenance of Improvements.....	46
Section 23.08	Maintenance of Lawn .....	46
Section 23.09	Maintenance of Landscape Features .....	46
Section 23.10	Standards for Improvements and Landscape Features .....	46
Section 23.11	Permitted Pets.....	46
<b>ARTICLE 24</b>	<b>Negative Covenants and Restrictions .....</b>	<b>47</b>
Section 24.01	Transient Uses.....	47
Section 24.02	Nuisance.....	48
Section 24.03	Firearms and Explosives .....	48
Section 24.04	Noise 48	
Section 24.05	Odors 48	
Section 24.06	Open Burning .....	48

Section 24.07	Exotic and Vicious Animals .....	49
Section 24.08	Prohibited Vehicles and Equipment .....	49
Section 24.09	Prohibited Outdoor Hobbies and Activities .....	50
Section 24.10	Alteration of Easement Areas and Drainage Facilities .....	50
Section 24.11	Alteration of Common Areas .....	50
Section 24.12	Waste	50
Section 24.13	Fuel Storage .....	50
Section 24.14	Hazardous Waste .....	50
Section 24.15	Business Activities on Lots in Residential Neighborhoods .....	51
Section 24.16	Business Activities on Common Areas .....	51
Section 24.17	Mineral Exploration .....	51
Section 24.18	Health, Safety and Welfare .....	51
Section 24.19	Perpetrators of Sexual Offenses .....	52
<b>ARTICLE 25</b>	<b>Structure .....</b>	<b>53</b>
Section 25.01	Overview of Community Management .....	53
Section 25.02	Purpose of Association .....	53
Section 25.03	Purpose of Neighborhood Societies .....	53
Section 25.04	Effect of Layering Organizations .....	54
Section 25.05	Developer's Retained Rights .....	54
<b>ARTICLE 26</b>	<b>Stonehill Village Community Association.....</b>	<b>54</b>
Section 26.01	Formation .....	54
Section 26.02	Code of Regulations .....	55
Section 26.03	Prohibited Activities .....	55
Section 26.04	Authority over Neighborhood Societies .....	55
Section 26.05	Subordination to Developer .....	55
<b>ARTICLE 27</b>	<b>Neighborhood Societies .....</b>	<b>56</b>
Section 27.01	Formation .....	56
Section 27.02	Canons of Order .....	56
Section 27.03	Prohibited Activities .....	56
Section 27.04	Subordination to Developer and Association .....	56
<b>ARTICLE 28</b>	<b>Other Associations .....</b>	<b>57</b>
Section 28.01	Condominium Associations .....	57
Section 28.02	Tax Exempt Organizations .....	57
Section 28.03	Potential of Other Associations .....	57
Section 28.04	Subordination of Rights .....	57
<b>ARTICLE 29</b>	<b>Creation of Assessments .....</b>	<b>58</b>
Section 29.01	Purpose .....	58
Section 29.02	Creation of Assessments .....	58
Section 29.03	Authority to Establish Reserves .....	58

Section 29.04	Authority to Maintain Surplus .....	59
Section 29.05	Authority to Enter into Contracts .....	59
Section 29.06	Developer’s Option to Fund Budget Deficits .....	59
Section 29.07	Exemptions from Assessments .....	60
<b>ARTICLE 30</b>	<b>Types of Assessments .....</b>	<b>60</b>
Section 30.01	Overview of Basic Assessment Types.....	60
Section 30.02	General Assessments .....	60
Section 30.03	Limited Assessments .....	61
Section 30.04	Special Assessments .....	61
Section 30.05	Preliminary Membership Assessment .....	61
Section 30.06	Compliance Assessments.....	62
Section 30.07	Individual Services Assessments .....	62
<b>ARTICLE 31</b>	<b>Determination and Payment of Assessments .....</b>	<b>63</b>
Section 31.01	Budgets .....	63
Section 31.02	Determination of Assessments.....	64
Section 31.03	Effective Date of Assessments.....	64
Section 31.04	Time to Pay Assessments .....	64
Section 31.05	Commencement of Liability for Assessments .....	65
Section 31.06	Financial Compliance Certificate.....	65
Section 31.07	Rules and Regulations .....	65
<b>ARTICLE 32</b>	<b>Nonpayment of Assessments .....</b>	<b>65</b>
Section 32.01	Nonpayment and Remedies .....	65
Section 32.02	Late Charge.....	66
Section 32.03	Interest on Delinquent Assessments.....	66
Section 32.04	Lien of Assessments .....	66
<b>ARTICLE 33</b>	<b>Public Assessments .....</b>	<b>67</b>
Section 33.01	Distinction.....	67
Section 33.02	Owners’ Obligations.....	68
Section 33.03	Association’s Obligations .....	68
<b>ARTICLE 34</b>	<b>Real Estate Taxes.....</b>	<b>68</b>
Section 34.01	Owners’ Obligations.....	68
Section 34.02	Association’s Obligations .....	68
<b>ARTICLE 35</b>	<b>Insurance and Indemnification .....</b>	<b>68</b>
Section 35.01	General.....	68
Section 35.02	Public Liability Insurance .....	69
Section 35.03	Casualty and Fire Insurance .....	69
Section 35.04	Fidelity Bonds .....	69



Section 35.05	Trustee and Officer Liability Insurance.....	69
Section 35.06	Other Coverages.....	70
Section 35.07	Repair and Reconstruction.....	70
Section 35.08	Treatment of Excess Proceeds .....	70
Section 35.09	Policy Requirements.....	71
Section 35.10	Indemnification of Developer, Association and Related Parties ..	71
Section 35.11	Owners' Insurance Options.....	71
<b>ARTICLE 36</b>	<b>Enforcement .....</b>	<b>72</b>
Section 36.01	Who May Enforce .....	72
Section 36.02	Enforcement by Subsequent Owners.....	72
Section 36.03	Limitations on Enforcement by Owners.....	72
Section 36.04	Notice of Violation.....	73
Section 36.05	Compliance Order .....	73
Section 36.06	Stop Work Order .....	73
Section 36.07	Pursuit of Remedies.....	73
Section 36.08	No Waiver of Right to Enforce Existing Violations .....	74
Section 36.09	No Waiver of Right to Enforce Coexisting or Subsequent Violations.....	74
Section 36.10	No Waiver of Strict and Exact Compliance.....	74
<b>ARTICLE 37</b>	<b>Remedies .....</b>	<b>74</b>
Section 37.01	Right to Abate .....	74
Section 37.02	Suspension of Voting Rights and Privileges.....	74
Section 37.03	Compliance Assessments.....	75
Section 37.04	Foreclosure of Assessment Lien .....	75
Section 37.05	Monetary Damages.....	75
Section 37.06	Injunctive or Declaratory Relief.....	75
Section 37.07	Injunction of Sale or Transfer .....	76
Section 37.08	Repurchase Option .....	76
Section 37.09	Other Remedies .....	76
Section 37.10	Limitation on Remedies.....	76
Section 37.11	No Waiver or Election of Remedies.....	76
<b>ARTICLE 38</b>	<b>Alternative Dispute Resolution .....</b>	<b>77</b>
Section 38.01	Purpose of Article.....	77
Section 38.02	Procedures.....	77
Section 38.03	Application to Selected Claims .....	77
Section 38.04	Who is Bound by This Article .....	78
Section 38.05	Initiation of Claim .....	78
Section 38.06	Private Negotiation.....	78
Section 38.07	Mediation .....	79
Section 38.08	Arbitration.....	79
Section 38.09	Enforcement of Resolution of Claim.....	79
Section 38.10	Allocation of Costs.....	80

Section 38.11	Venue for Alternative Dispute Resolution.....	80
<b>ARTICLE 39</b>	<b>Court Proceedings .....</b>	<b>80</b>
Section 39.01	When Permitted.....	80
Section 39.02	Consensus of the Association for Litigation .....	81
Section 39.03	Consent to Jurisdiction and Venue .....	81
Section 39.04	Recovery of Costs and Expenses in Litigation .....	81
<b>ARTICLE 40</b>	<b>Limitation of Liability .....</b>	<b>82</b>
Section 40.01	Limitation of Liability for Seeking Remedy.....	82
Section 40.02	Limitation of Liability of Developer .....	82
Section 40.03	Limitation of Liability of Association and Related Parties .....	83
<b>ARTICLE 41</b>	<b>Developer’s Reservation of Rights .....</b>	<b>83</b>
Section 41.01	Purpose .....	83
Section 41.02	Exclusive Control Over Associations.....	83
Section 41.03	Exclusive Control Over Boards and Councils .....	84
Section 41.04	Right to Use for Sales Purposes .....	85
Section 41.05	Signs and Marketing .....	85
Section 41.06	Exercise of Developer’s Rights and Discretion .....	85
Section 41.07	Reservation of Right to Delegate .....	85
Section 41.08	No Waiver.....	86
<b>ARTICLE 42</b>	<b>Development Period and Transition.....</b>	<b>86</b>
Section 42.01	Commencement and Termination .....	86
Section 42.02	Transition with Respect to Neighborhood Societies .....	86
Section 42.03	Transition with Respect to the Association .....	86
Section 42.04	Veto Power During Transition.....	87
Section 42.05	Early Termination of Control.....	87
Section 42.06	Developer’s Personal Property.....	87
<b>ARTICLE 43</b>	<b>Irrevocable Power of Attorney .....</b>	<b>87</b>
Section 43.01	Purpose .....	87
Section 43.02	Grant of Rights.....	88
Section 43.03	Consent .....	88
Section 43.04	Evidence of Power of Attorney.....	88
Section 43.05	Limitation of Rights .....	88
<b>ARTICLE 44</b>	<b>Qualified Mortgagee Provisions .....</b>	<b>89</b>
Section 44.01	Qualified Mortgagee Protection.....	89
Section 44.02	Disclosure of Qualified Mortgagee Identity .....	89
Section 44.03	Subordination of Association Liens .....	89
Section 44.04	Waiver of Repurchase Option on Foreclosure .....	90
Section 44.05	Waiver of Right to Enjoin Sale on Foreclosure .....	90
Section 44.06	Notice of Certain Actions .....	90
Section 44.07	Actions Requiring Qualified Mortgagee Approval.....	90

Section 44.08	Additional Approvals Required by Mortgage Regulation.....	91
Section 44.09	FHA / VA Approval Requirements.....	92
Section 44.10	Common Area Taxes and Insurance.....	92
Section 44.11	Reserve Funds.....	92
Section 44.12	Limitations on Professional Management Contracts.....	92
Section 44.13	Encroachments.....	92
Section 44.14	Failure of Qualified Mortgagee to Respond.....	92
Section 44.15	Conforming Amendments by Executive Board.....	93

**ARTICLE 45                   Disclaimer of Representations, Warranties and Guarantees .....93**

Section 45.01	No Security.....	93
Section 45.02	No Representations or Warranties Concerning Community.....	93
Section 45.03	No Guarantees Regarding Improvements.....	94

**ARTICLE 46                   Additional Terms and Conditions.....94**

Section 46.01	Use of Community or Neighborhood Names.....	94
Section 46.02	Notice of Transfer.....	95
Section 46.03	Notices.....	95
Section 46.04	Condemnation.....	95
Section 46.05	Binding Effect.....	95
Section 46.06	Constructive Notice and Acceptance.....	95
Section 46.07	Covenants Running With Land.....	96
Section 46.08	Mutuality.....	96
Section 46.09	No Reverter.....	96
Section 46.10	Duration.....	96
Section 46.11	Time Limits (Perpetuities).....	96
Section 46.12	Computation of Time.....	97
Section 46.13	Headings.....	97
Section 46.14	References.....	97
Section 46.15	Inclusive Terms.....	97
Section 46.16	Incorporation of Exhibits.....	97
Section 46.17	Partial Invalidity.....	97
Section 46.18	Conflict with Supplemental Declarations or Amendments.....	97
Section 46.19	Amendment.....	97
Section 46.20	Governing Law.....	98

**EXHIBITS**

Exhibit A	Legal Description of Community.....	A-i
Exhibit B	Master Concept Plan.....	B-i
Exhibit C	Glossary of Defined Terms.....	C-i
Exhibit D	Legal Description of Exempt Property.....	D-i
Exhibit E	Code of Regulations.....	E-i

# **Restated Master Declaration of Covenants, Conditions and Restrictions For Stonehill Village**

This Restated Declaration is made by NUTTER ENTERPRISES, LTD., an Ohio limited liability company, effective as of March 10, 1999, the date on which the original Declaration was first recorded at Volume 1307, Page 260, of the Official Records of Greene County, Ohio.

## **PART ONE – INTRODUCTION**

NUTTER ENTERPRISES, LTD., as the Developer of Stonehill Village, established this Master Declaration to provide a structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the Community known as Stonehill Village. The comprehensive plan described in this Master Declaration is designed for the mutual benefit, enjoyment, and protection of all of the owners of property in Stonehill Village.

## **ARTICLE 1**

### **Purpose of Declaration**

#### **Section 1.01 Developer's Intent**

The underlying intention of the Developer is to create Stonehill Village as a master-planned community with an aesthetically pleasing and unique overall living environment. This Declaration embodies the general plan of development for Stonehill Village. It describes the core strategies that will guide the pursuit of the goals and objectives of the Community. Although comprehensive, this Declaration is rather general in many respects. This is intended to allow flexibility for the Community to evolve as a dynamic, transforming social system, capable of adapting to changing trends and values over a long period of time. The purpose of this Master Declaration is to blend traditional concepts of property development with important intangible characteristics that will make this Community a truly enjoyable place to live.

#### **Section 1.02 Goals and Objectives**

The Developer's goals and objectives for Stonehill Village are many and varied. The Community will be comprised of a broad spectrum of living and business opportunities to meet the needs and desires of people in different stages of life. Historical structures and natural resources are critical components of the Community, preserved to maintain a sense of heritage and openness, yet accessible for the use and enjoyment of the Community. The structure of the Community, with its interrelated Neighborhoods and amenities, will encourage a strong feeling of cohesiveness, while remaining sensitive to individual privacy. All of these facets will work dependently for the common good of the Community as a whole, with the results being an

enhanced personal living experience for all, and preservation of the value of each Owner's property investment.

### **Section 1.03 Master Concept Plan**

The Master Concept Plan attached to this Declaration as Exhibit B illustrates the Developer's original general ideas for development of Stonehill Village as a community with a wide array of integrated amenities. It shows the original anticipated mix of various residential, business, recreational and open space uses of the Property. The Master Concept Plan is the original "blueprint" for carrying out the Developer's objectives. However, as a concept plan, it is a flexible and evolving document with potential and likelihood to change in order to meet changes in the market, or to incorporate new concepts to further enhance the overall value and desirability of the Community.

### **Section 1.04 Submission of Property to Declaration**

In order to implement the Developer's plan of development for Stonehill Village, the Developer declares that all of the 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 provided in this Declaration, and all of the other Governing Documents described in this Declaration. This Declaration, and all of the other Governing Documents, are unconditionally binding upon all of the Property and all Persons to the extent and in the manner provided in this instrument.

## **ARTICLE 2**

### **Definitions and Interpretation**

#### **Section 2.01 Defined Terms**

Some words and phrases in this Declaration have specifically defined meanings. Those defined terms are indicated with capital first letters. The meaning of each defined term is provided in the Glossary of Defined Terms attached to this Declaration as Exhibit C.

#### **Section 2.02 Statutory Terms**

Other words and phrases may have specific meanings defined in statutes or other Applicable Law. Unless those words or phrases are defined differently as a defined term in Exhibit C, those words and phrases are intended to retain the meaning provided in Applicable Law.

#### **Section 2.03 Other Words and Phrases**

All other words and phrases are intended to have their common, ordinary meaning. If there is a question concerning the meaning of any of these other words or phrases, then the definition provided in the most recent version of Webster's Dictionary in effect on the date of this Declaration will apply in interpreting this Declaration.

#### **Section 2.04 Incorporation of Governing Documents**

This Declaration is intended to be comprehensive and thorough, but it must be read, applied and enforced in conjunction with all of the other Governing Documents. It is not practical to include all of the terms, conditions, rights and obligations provided in the other Governing

Documents in the body of this Declaration, so all of the other Governing Documents are incorporated into this Declaration by reference, and are made a material part of this Declaration to the same extent as if they were completely rewritten in this Declaration. This Section will be deemed to be conclusive and binding constructive notice on every Person of the existence of all of the other Governing Documents, regardless of whether all or any of those Governing Documents are ever recorded in the public records. By accepting a deed to a Lot in the Community, every Owner is 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. All Governing Documents will be available for inspection by any Owner, any purchaser under contract to buy a Lot in the Community, or any prospective purchaser. Further, any Owner, or any purchaser under contract to buy a Lot in the Community, 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 2.05 Interpretation**

Proper interpretation of all of the Governing Documents is important to assure the continuity and success of the Community. By accepting a deed to a Lot in the Community, each Owner recognizes and agrees that a traditional strict interpretation of the Governing Documents in favor of individual property rights would have a detrimental effect on the collective rights and legitimate expectations of all Owners in the Community. Therefore, this Declaration, and all other Governing Documents, must be liberally construed in a manner that best reflects the Developer's intent, goals and objectives, and achieves the fundamental purpose of establishing a uniform plan for the creation and operation of a unique and desirable Community. The Developer has the exclusive power and discretion to resolve any questions concerning the interpretation of the Governing Documents. After the Development Period, the Executive Board of the Association will have this power and discretion. The interpretive decisions of the Developer and the Executive Board will be final, conclusive and binding on all Persons.

### **Section 2.06 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 Community as a whole, in light of the Developer's underlying intent, purposes and goals as reflected in this Declaration. Therefore, unless a different standard is specifically stated in a particular provision, whenever any provision of this 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, Executive Board, Association Board, any Neighborhood Society or Council, and Design Review Board where action by any of those entities is required or permitted.

## **PART TWO – DEVELOPMENT PLAN**

The comprehensive development plan establishes an understanding of how the pieces of the development puzzle will fit together to create the Community. Further, the development plan gives broader insight into how the Developer intends to achieve the goals and objectives associated with the Community.

### **ARTICLE 3 Overview**

#### **Section 3.01 General Plan**

As stated in Part One of this Declaration, the Master Concept Plan is the current land use plan for the Property. In a legal context, it shows the types of uses that the Township zoning resolution permits for respective areas of the Property. Conceptually, it illustrates the special relationship of the various components the Developer anticipates incorporating into the Community. The Master Concept Plan is not a concrete, inflexible document. Types of uses may change or be completely eliminated, and the relationship of one use to another may be modified. All changes are subject to Applicable Law, and will comply with zoning and subdivision regulations. More specific details of the respective areas will evolve as the Developer records Plats for those areas. Therefore, the Master Concept Plan must be understood as a flexible, conceptual model for the Community based on the Developer's present intentions.

#### **Section 3.02 Composition of the Community**

The Community is a combination of various Neighborhoods and Common Areas. Neighborhoods are groups of Lots that share common characteristics, such as type of permitted use, size, design requirements, or simply location within the Community. The next Article of this Declaration describes the different types of Neighborhoods in more detail. Each Lot within a Neighborhood is a separate parcel of real estate that will be the individual property of an Owner. Common Areas, to the contrary, are portions of the Community that will be developed and maintained for the mutual use and enjoyment of more than one Owner. Most Common Areas will be for the general benefit of the Community as a whole. Some Common Areas, however, will serve only limited Neighborhoods or members of the Community. Part Three of this Declaration describes the rights and obligations associated with the Common Areas. The Community, therefore, is the overall relationship among the Lots in the various Neighborhoods in connection with the Common Areas, combined with the social relationships of the people who live and work in the Community.

#### **Section 3.03 Management of the Community**

The Developer has formed the Association to serve as the private governing body over the entire Community. Each Owner will be a Member of the Association. However, the structure of the Association is designed to facilitate varying levels of participation by Members, so that it remains a beneficial organization and does not become a burden for those who may choose to be less active in the affairs of managing the Community. The function and operation of the Association are described in more detail in this Declaration.

### **Section 3.04 Management of the Neighborhoods**

As each Neighborhood is created, the Developer will also form an organization for the management of that Neighborhood. These organizations will each be referred to as a “Society,” simply to avoid confusion with the main Association of the Community. The Owners of the Lots in a Neighborhood will be the Members of the Society for that Neighborhood. The Societies will have general authority over the respective Neighborhoods, but that authority will be subordinate to the rights and obligations of the Association. The Societies will also serve as a mechanism to foster social relationships among the Owners in each Neighborhood. The rights and responsibilities of each Society are also explained further in this Declaration.

### **Section 3.05 Effect of Master Declaration**

This Declaration is the fundamental Governing Document for the Community. The Developer has recorded this Declaration over the entire Property at one time to ensure a uniform application of the overall development plan. It is analogous to a blanket, under which all components of the Community will develop and grow over time. However, until a particular Phase of a Neighborhood in the Community is actually developed by recording a Plat, the Master Declaration will remain dormant. This means that, although the Master Declaration is an encumbrance on title to the Property now, it will only become effective and enforceable with respect to those portions of the Property that are activated as a functioning part of the Community by recording a Plat of the Phase then being activated. The Master Declaration will remain dormant and unenforceable against the Developer with respect to those portions of the Property that are not then Platted. The process of activating Phases is explained later in the Article entitled Addition of Property in this Part Two of the Declaration.

### **Section 3.06 Phasing of the Project**

The Developer will develop the Property in multiple Phases. Each Phase will be of the size and in the location that the Developer determines to be appropriate at the time. A Neighborhood may be developed in one or more Phases, and more than one Phase may be under development in one or more Neighborhoods at the same time. Completion of the sequence of Phases will eventually complete the various Neighborhoods and, in turn, the full Community.

### **Section 3.07 Developer’s Discretion**

The Developer reserves and retains for itself the exclusive discretion and control concerning all decisions, judgments, actions and all other aspects directly or indirectly relating to the development of the Property. This includes, without limitation, modification of the Master Concept Plan; determination of whether or not, or when, to develop any particular Phase, Neighborhood, Common Area or other amenity shown on the Master Concept Plan or referred to in any of the Governing Documents; determination and implementation of the size, configuration, composition, location, sequence and construction of each Phase, Neighborhood and Common Area; additional rights, covenants, conditions and restrictions that may be applied to any Phase or Neighborhood through a Supplemental Declaration; and all other matters pertaining to any portion of the Property that has not yet then been Platted. The Association, and the Society of any Neighborhood, will have authority only over those Phases of the Community that have been activated as functional parts of the Community by recording of the



respective Plats. The rights and powers of the Association and all Neighborhood Societies will be subordinate to the discretion, rights, powers and authority of the Developer throughout the entire Development Period.

## **ARTICLE 4**

### **Types of Neighborhoods and Uses**

#### **Section 4.01 General Explanation**

The Master Concept Plan shows the anticipated location and types of Neighborhoods, as well as the projected types and locations of Common Areas and other uses of the Property. This Article provides a general description of the types of Neighborhoods and uses. Essentially, there are two types of Neighborhoods: Residential Neighborhoods and Business District Neighborhoods. Portions of the Property will also be devoted to other uses and purposes that are not considered separate Neighborhoods, but may serve as amenities to one or more Neighborhoods, or may otherwise be beneficial to the Community as a whole. The Developer reserves the right, to the extent permitted by Applicable Law, to create one or more mixed use Neighborhoods that combine residential and business uses if, in the Developer's sole discretion, this type of Neighborhood would be beneficial to the Community. The Developer further reserves the right to create or eliminate other uses of those portions of the Property that are not already then incorporated into a particular Neighborhood.

#### **Section 4.02 Residential Neighborhoods**

There are several possible types of Residential Neighborhoods, each of which is differentiated primarily on the basis of Lot density (the number of Lots per acre of land). A particular Residential Neighborhood may contain one or more types of Lot density. The Owners of Lots in the different types of Residential Neighborhoods may have different rights concerning the use of some Limited Common Areas, and different obligations regarding Assessments. However, in most cases, all of the Owners of Lots in the same Neighborhood will have the same rights and obligations. Some Residential Neighborhoods may also be devoted to rental units, rather than ownership by the Occupant. The rights and obligations of the Owners and Occupants in the rental Residential Neighborhoods will be further clarified in a Supplemental Declaration, if the Developer creates such a Neighborhood. The following subparagraphs of this Section explain the basic types of Residential Neighborhood in more detail.

##### **(a) Low Density Residential**

Low density Residential Neighborhoods will have an average not to exceed one to two dwelling units per acre. These Neighborhoods will be for construction of single family residences.

##### **(b) Medium Density Residential**

Medium density Residential Neighborhoods will have an average of three to four dwelling units per acre. These Neighborhoods will also be for construction of single family residences, and may include detached patio homes and detached senior adult housing.

**(c) High Density Residential**

High density Residential Neighborhoods will have an average of five to a maximum of eight dwelling units per acre. These Neighborhoods will be for construction of multi-family residences. This may include condominium units, townhouses, apartments, senior adult housing apartments, and senior adult assisted living and nursing home care facilities.

**Section 4.03 Business District Neighborhoods**

The Developer contemplates inclusion of several Business District Neighborhoods throughout the Community. The Business District Neighborhoods are an integral component of the Community because they will enable the convenient availability of necessary and beneficial goods and services to the residents of the Community. These Neighborhoods will contain a mix of retail, service and office businesses. The Developer will determine the actual permitted business uses as the Business District Neighborhoods are developed, subject to Applicable Law.

**Section 4.04 Public School Property**

The Master Concept Plan also contemplated the dedication of a portion of the Property for use as a public school. The Developer originally included this as a prospective use in anticipation of the student population impact the Community may have on the local school district. The actual location of the school property changed after the development of the original Master Concept Plan, as the local school district determined that it was best for the school district to purchase a larger parcel of property from the Developer, remove the purchased parcel from the purview of the Master Declaration, and develop that parcel into two new schools for the district. Neither the Developer nor the Association are in any way responsible for the maintenance or operation of the school facilities installed on the purchased parcel, and the parcel purchased by the local school district is in no way governed or impacted by the Governing Documents.

**Section 4.05 Common Areas**

The Common Areas are not independent Neighborhoods. Instead, they are amenities to the Community which enhance the value and desirability of the Neighborhoods and each Lot. Part Three of this Declaration describes the Common Area rights and obligations in more detail.

**ARTICLE 5**

**Addition of Property**

**Section 5.01 Activation of Phases**

Each Phase of the Community will be created by recording a Plat and any Supplemental Declarations applicable to that Phase. The Plats and Supplemental Declarations will systematically integrate those specific segments of the Property as functioning parts of the Community. Upon recording each Plat, the Master Declaration will become effective and enforceable with respect to that Phase. Further, the Supplemental Declarations will provide any additional rights, covenants, conditions and restrictions that may apply to the particular Neighborhood in which the Phase is located. Recording of a Plat will trigger the enforceability

of this Declaration on that Phase, while the Supplemental Declaration will elaborate on the terms and conditions of this Declaration as it pertains to that Phase.

### **Section 5.02 Subdivision by Developer**

The Developer will have the sole and exclusive right to subdivide the Property in any manner and at any times the Developer may desire. After a Plat is recorded for a particular Phase, the Developer will retain the right to partition, further subdivide, split or combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, of which the Developer is still the Owner. This right will allow the Developer to make adjustments to a Phase differently than shown on the Plat if, in the sole discretion of the Developer, those changes are necessary or beneficial to the development or sale of any Lots or other portions of the Additional Property.

### **Section 5.03 Later Acquired Real Property**

If at any time the Developer acquires title to any more real property adjacent to the Property that is subject to this Declaration, the Developer will have the right, but not an obligation, to record an amendment to this Declaration to add that new real property as part of the Community. Upon recording that amendment, the new real property will become subject to all of the terms, covenants, conditions and restrictions in this Declaration to the same extent as if that property had been part of the Property described in this Declaration.

### **Section 5.04 No Consent Required**

The Developer will have the sole and absolute discretion to take any of the actions described in this Article at any time and for any reason without the prior or later notice to or consent of any Person. The Developer will further have the right to sign and acknowledge any documents or instruments relating to any of these actions on behalf of itself and all other Persons who may have an interest in the Property or that Phase of the Property effected by the action, pursuant to the power of attorney provisions in Part Nine of this Declaration.

## **ARTICLE 6 Dedication of Property**

### **Section 6.01 Reservation of Right to Dedicate**

Development of the Property in the manner contemplated in this Declaration requires the dedication or creation of certain property interests to Government Entities or other Persons. Therefore, in addition to the easements created later in Part Two of this Declaration, the Developer reserves the right to dedicate, or to grant easements, licenses, or other real property rights or interests, for any purpose to or for the benefit of any Government Entity or Person (including to itself) prior to or in conjunction with the Plat of any Phase, without the consent of any other Person. After recording a Plat, the Developer's rights under this Article with respect to that Phase will only apply to any Lot of which the Developer is still the Owner. After expiration of the Development Period, the reservation of rights to make dedications and other grants as provided in this Article will be exercisable by the Association, but only with respect to Common Areas under the ownership and control of the Association. The rights reserved by the Developer and the Association in this Article are exercisable in their sole and absolute

discretion. Without limiting the rights reserved in this Section, the remaining Sections of this Article describe specific types of dedications and other grants the Developer currently anticipates making in connection with development of the Property.

### **Section 6.02 Public Streets and Utilities**

The Developer reserves the right to dedicate public streets, and to dedicate or grant easements for Public Utilities, within the Community. All dedications and Easement Areas for Public Utilities will be shown on the Plat of the Phase or Phases to which they relate.

### **Section 6.03 Public School Property**

The Developer reserves the right to dedicate a portion of the Property to the Beavercreek City School District, or its successor local public school district, for the purpose of establishing a school or related facilities, or for such other purposes as the Developer and the School Board may agree.

### **Section 6.04 Conservation and Preservation Easements**

The Developer has entered into an Agreement with Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993, for the purpose of granting a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, under the terms and conditions of that Agreement. The Developer reserves the right to grant additional Conservation and Preservation Easements on such terms and conditions as the Developer may deem appropriate.

### **Section 6.05 Public Dedications Exempt from Declaration**

Any portion of the Property, or property rights or interests less than fee title, that the Developer or the Association dedicate to any Government Entity for public use will be exempt from the terms, covenants, conditions and restrictions of this Declaration and all Supplemental Declarations, unless otherwise agreed between the Developer and the Government Entity.

## **ARTICLE 7**

### **Later Partition, Subdivision and Combination**

#### **Section 7.01 No Partition of Common Areas**

No Person will have the right to seek or enforce any judicial partition of all or any portion of the Functioning Common Areas at any time or for any reason, and no court shall order any such partition. This Section does not limit or prohibit the right of the Association Board or any Council to acquire or dispose of any tangible personal property, or other real property that is not subject to this Declaration. This Section also does not limit the rights and discretion of the Developer regarding the use, modification, sale, lease or other disposition of Future Common Areas or any other portion of the Additional Property.

#### **Section 7.02 No Further Subdivision, Lot Splits or Lot Combinations**

During the Development Period, no Person except the Developer will have the right to further subdivide, split, combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, differently than shown on the Plat signed and recorded by the Developer, without the

Developer's prior written consent. After expiration of the Development Period, no Person will have the right to further subdivide, split, combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, differently than shown on the Plat signed and recorded by the Developer, without the prior written consent of the Executive Board of the Association. The Developer or the Executive Board may grant or withhold its consent for any reason, or without any reason, in its sole and absolute discretion. This Section does not limit the rights and discretion of the Developer regarding the subdivision, split or combination of any Lot during the Development Period.

### **Section 7.03 No Unauthorized Condominiums**

No Person except the Developer will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the Ohio Revised Code or other Applicable Law without the Developer's prior written consent. After expiration of the Development Period, no Person will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the Ohio Revised Code or other Applicable Law without the prior written consent of the Executive Board of the Association. The Developer or the Executive Board may grant or withhold its consent for any reason, or without any reason, in its sole and absolute discretion.

### **Section 7.04 Division of Ownership Interests**

Nothing in this Declaration prohibits the division, sale, gift, or other transfer of the intangible ownership interests in any Lot among two or more Persons, or among the beneficial owners of any interest in any form of legal entity who is the Owner of a Lot, whether voluntarily, by operation of law or by judicial order. The purpose of this Section is to ensure that the Owners of Lots will retain complete flexibility to adjust their ownership interests in their Lot without the need to partition, subdivide, split, combine or create a condominium of any Lot in violation of the other provisions of this Declaration.

## **ARTICLE 8 Property Rights**

### **Section 8.01 Nature of Rights in Lots**

An Owner is the holder of fee title to a Lot in the Community, together with all rights, interests and privileges appurtenant or incidental to that fee title. No Person will be considered to be an Owner for purposes of the Governing Documents if that Person holds only equitable interests in the Lot, or an interest as security for an obligation, and not fee title to that Lot. As an illustration, but without limitation, a Person who is a purchaser of a Lot under a land installment contract holds only an equitable interest in the Lot until the contract is completed and the prior Owner has conveyed fee title for the Lot to the purchaser. Similarly, a mortgagee holds an interest in a Lot to secure payment of an obligation, and is not the Owner of that Lot by reason of holding a mortgage on it.

## **Section 8.02 Nature of Rights in Common Areas**

An Owner's rights in the Common Areas is a non-exclusive easement to access, use and enjoy the Functioning Common Areas in the manner and for the purposes specifically provided in the Governing Documents. No Person, other than the Developer and the Association or respective Societies as applicable, will have any fee title ownership interest in any Common Areas. The scope of an Owner's rights and obligations in the Common Areas is described in more detail in Part Three of this Declaration.

## **Section 8.03 Not Divisible from Fee Title**

Every Owner's rights in the Common Areas, and status as a Member of the Association or the Society of any Neighborhood, is an incident of ownership of a whole or fractional fee title interest in a Lot in the Community. No Owner may divide, give, sell, assign, delegate, convey or otherwise transfer all or any part of the Owner's rights in the Common Area or Membership in the Association or the Society of any Neighborhood separate and apart from fee title to that Owner's Lot, whether voluntarily, involuntarily, by operation of law, or by court order.

## **Section 8.04 Compliance Certificate**

Every Owner who is selling a Lot has the obligation to request a Compliance Certificate from the Association prior to closing on the purchase of the Lot, unless the Owner expressly delegates that obligation to the prospective purchaser in the purchase agreement for the Lot. The purpose of the Compliance Certificate is to disclose the current status of pending violations or delinquencies of any of the Governing Documents attributable to the Owner selling the Lot, or otherwise relating to or affecting the Lot. The Association will, within Twenty (20) Business Days after receipt of the requesting party's written request, provide the requesting party with a Compliance Certificate, valid through the date on which the Certificate is issued. The Association may make a reasonable charge for the issuance of a Compliance Certificate, which must be paid by the requesting party upon submission of the request for the Compliance Certificate. If the Compliance Certificate fails to reveal any violations or delinquencies that in fact existed prior to the effective date of the Compliance Certificate, then neither the Association nor any Owner will be permitted to enforce those undisclosed violations or deficiencies against the subsequent Owner after closing on the purchase of that Lot. However, if the Owner or prospective purchaser fail to properly and timely request a Compliance Certificate, or if the purchaser closes on the purchase of the Lot without adequate written proof that the violations or delinquencies disclosed on the Compliance Certificate were resolved to the satisfaction of the Association, then all violations and delinquencies will remain appurtenant to the Lot and will become the personal liability of the subsequent Owner. The Association will have the right to pursue all remedies available to the Association as provided in the Governing Documents.

## **ARTICLE 9**

### **Easements**

#### **Section 9.01 General**

The Developer has determined that the creation of certain easements is necessary and beneficial for the proper development and functioning of the Community. Therefore, the Developer has created and reserved all of the easements described in this Article. All of these easements are perpetual, are in addition to, or in conjunction with, any easements specifically identified on any Plat of the Property, and will be effective, whether or not the specific Easement Areas are described on a Plat. Further, any failure to specifically refer to any or all of the easements described in this Declaration or on any Plat in any deed or mortgage will not defeat or fail to reserve the rights or easements in any respect, and the Lot, Common Area or other portion of the Additional Property being conveyed or mortgaged will continue to be encumbered by and subject to all of the easements. The exercise of any easement provided in this Declaration or any Supplemental Declaration will not constitute a trespass on that portion of the Property over which the easement may be properly exercised, and shall not require the payment of any rent, fee or other charge. For purposes of this Declaration, each easement will be deemed to be upon, across, over, under or through the applicable Easement Area, as necessary for the reasonable and appropriate exercise of that type of easement. The Developer's creation, reservation, exercise or use of any easement does not require notice to, or the consent of, the Association, any Neighborhood Society, or any Owner, Occupant or other Person, unless otherwise specifically required in this Article.

#### **Section 9.02 Easements for Encroachments**

There will be reciprocal, appurtenant easements of encroachment, and for the maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area, and between adjacent Lots, due to the placement, setting or shifting of any properly approved Improvements constructed on any Lot or Common Area to a distance of not more than Four (4) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event will an easement for encroachment exist if the encroachment is a direct or indirect result of any intentional or willful act or omission by or on behalf of, or with the knowledge and consent of, an Owner, Occupant, or the Association.

#### **Section 9.03 Easements for Entry**

The Developer and the Association will have the right, but not the obligation, to enter upon any Lot for the purpose of inspecting the Lot or any Improvements to assure compliance with the Governing Documents, and to repair, maintain or restore the Lot or Improvements to correct any deficiencies or violations of the Governing Documents. This right of entry will also include the right to enter upon any Lot or Improvement for any emergency, security and safety reasons, or to cure any condition which may increase the possibility of a fire or other hazard if the Owner fails or refuses to cure the condition in the manner and within the time required in a Compliance Order issued to the Owner. Such entry will only be permitted during daylight hours and after no less than Twenty-Four (24) hours' prior written or oral notice to the Owner, unless entry

without notice is reasonably necessary to avoid an imminent threat of injury to or death of any Person, or damage to or destruction of any property. However, the right of entry reserved in this Section will not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

#### **Section 9.04 Easements for Public Utilities**

Developer reserves, for itself and any Government Entity or private provider of any Public Utilities, an easement upon any and all Lots, Common Areas, and other portions of the Property for the purpose of placing, marking, constructing, operating, repairing, maintaining, renovating, upgrading, rebuilding, expanding, replacing, relocating or removing any Public Utilities, and pruning, cutting or removing any trees, shrubbery or other vegetation that encroach into the Easement Area, or otherwise interfere with the proper operation and functioning of the Public Utility. No Improvement may be constructed or maintained on any portion of the Easement Area for any Public Utility without the prior written consent of the provider of the Public Utility. Likewise, the exercise of this easement must not unreasonably interfere with the use of any Improvements on any Lot or Common Area. The provider of any Public Utility must repair or replace any damage to, or destruction of, a Lot, Common Area, Improvement or other portion of the Property resulting from the exercise of this easement. This easement does not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

#### **Section 9.05 Easements for Drainage Facilities**

Every Lot, Common Area and all other portions of the Property will be subject to a non-exclusive easement to and for the benefit of every other Lot, Common Area and other portion of the Property for the purpose of surface and subsurface storm water drainage and runoff in accordance with a master drainage plan established by the Developer. This easement will include, without limitation, the right to use or tie into any Drainage Facilities, and to divert storm water runoff into any Drainage Facilities at such points and in such manner as the Developer determines. This easement will be subject to any restrictions regarding quantity, quality, rate and direction of discharge that the Developer may impose, or that any Government Entity may properly require under Applicable Law.

#### **Section 9.06 Conservation and Preservation Easements**

The Developer reserves a non-exclusive easement, but not the obligation, to enter upon any Conservation and Preservation Area to inspect, maintain, repair, restore, or otherwise protect or preserve the Conservation and Preservation Areas for the uses and purposes for which they were intended.

#### **Section 9.07 Landscape Easements**

The Developer and the Association reserve an easement, but not the obligation, to enter upon any Lot, Common Area or other portion of the Additional Property to inspect, maintain, repair, restore, or otherwise protect or preserve any Landscape Features that are intended to be, or to later become, a part of any Common Area. This easement does not relieve the Association or any Neighborhood Society of the obligation to maintain the Landscape Features or any other portion of the Common Areas.



### **Section 9.08 Easements to Common Areas**

The Developer and every Owner will have a non-exclusive easement of access to, and use and enjoyment of, the Common Areas for the uses and purposes, and subject to all requirements and limitations, provided in this Declaration and all of the other Governing Documents. This easement does not limit or restrict any rights or obligations of the Association or any Neighborhood Society with respect to the Common Areas.

### **Section 9.09 Easements for Construction**

The Developer and the Association reserve an easement for ingress and egress upon, and use of, such portions of any unimproved Lots, the Common Areas and other portions of the Property as the Developer or Association may at any time determine to be necessary or beneficial in connection with any activity directly or indirectly relating to the planning, construction, grading, development or any other Work on any portion of the Property. This easement will remain in effect with respect to any unimproved Lot for as long as any Lots remain unsold in that Phase, and with respect to any Common Area in perpetuity. Developer further reserves an easement, but not an obligation, upon every Lot for a period of Five (5) years after the sale of the Lot by the Developer or its subsidiaries for the purpose of entering upon the Lot to make any necessary or beneficial corrections or changes to any grading or drainage patterns for the benefit of any adjacent or nearby Lots, Common Areas or other portions of the Property. However, the Developer will be obligated to restore any damage that occurs to any Improvements on a Lot or Common Area as a result of exercise of this easement. In connection with the performance of construction of any Improvements on any Lot, the Developer may, but shall not be obligated, to grant to any Builder a temporary license or permission to use the easement reserved by the Developer in this Section (except the extended entry for grading and drainage matters), but only to the extent, in the manner and for the specific period of time Developer may decide.

### **Section 9.10 Developer's Marketing Easements**

Throughout the Development Period, the Developer reserves an easement upon any Lot that the Developer owns, any Common Area and any other portions of the Property for any purpose directly or indirectly relating to the marketing, advertising, sale, lease, identification, description or any other form of promotion concerning any Lot, Neighborhood or the Community as a whole. This easement shall include, without limitation, any of the following that the Developer may desire: (i) the right to establish and operate one or more business offices, storage areas, construction yards, or model Residences or Business Facilities; (ii) the right to establish and operate one or more marketing, advertising, sales or leasing offices; (iii) the right to post and display any sign, flag, banner, billboard or other form of advertising; (iv) the right to conduct any commercial activity reasonably related to the any of the purposes under this Section, or any other rights and activities reserved for or permitted to be exercised by the Developer under this Declaration; and (v) the right to permit ingress, egress and parking of vehicles relating to any of these purposes. The Developer will have the obligation to repair or replace any Improvements removed, damaged or destroyed as a result of the exercise of this easement with an Improvement of substantially similar value, appearance and utility within a reasonable time following the date of removal, damage or destruction.

### **Section 9.11 Easements to Serve Additional Property**

The Developer reserves a non-exclusive easement upon the Common Areas for any purpose directly or indirectly relating to access to, and construction on or development of, the Additional Property, whether or not any portion of the Additional Property is later activated and made subject to this Declaration. This easement includes, without limitation, a right of ingress and egress over the Common Areas for the construction of roads, or for tying into or installing any Public Utilities on the Additional Property. The Developer agrees that it will promptly repair or replace any damage to or destruction of the Common Areas which results from development of the Additional Property. The Developer further agrees that if it exercises this easement for permanent access to any portion of the Additional Property that is not later made subject to this Declaration, the Developer will enter into a reasonable agreement with the Association to share the proportional costs of maintaining any access roadway serving the Additional Property.

### **Section 9.12 Easement for Special Events**

The Developer reserves, for itself and for the Association, a non-exclusive easement over the Common Areas for the purpose of conducting parades, running, biking, skating or other sporting events, educational, cultural, artistic, musical or entertainment activities, concerts, festivals, picnics, parties, and other activities of general interest to all or any portion of the Community. These special events may take place at any location or any times that the Developer or the Association may deem appropriate. There will not be any limits on the number of special events or the timing of those special events described in this Section. The Developer is not required to obtain the consent of the Association or any other Person for such special events. The Association is only required to obtain the prior consent of the Developer, but no other Person, for such special events during the Development Period. Each Owner acknowledges and agrees that the exercise of this easement may result in a temporary increase of traffic, noise, gathering of crowds or related inconveniences. However, each Owner agrees, for themselves and all Occupants of their Lot, to refrain from any legal or private action that may interfere with or restrict the exercise of this easement.

### **Section 9.13 Future Easements**

During the Development Period, the Developer reserves the right to grant additional easements upon any Lot that the Developer still owns or upon any Common Area for any uses or purposes the Developer deems to be necessary, beneficial or convenient in connection with the development, of any aspect of the Property. However, no future easement may interfere with the integrity or functioning of, or access to or from, any Residence, Business Facility, Recreational Facility or other structural Improvement. After the Development Period, the Association will have the same rights to grant additional easements, but only upon the Common Areas.

## **ARTICLE 10**

### **Exceptions to Declaration**

#### **Section 10.01 Exempt Property**

The Developer has designated certain areas of the Property to be exempt from these Declarations and the other Governing Documents. The legal description of the Exempt Property is attached to this Declaration as Exhibit D. The purpose of the Exempt Property is to permit the owners of the Exempt Property to continue the use and enjoyment of the Exempt Property in the manner in which they currently use and enjoy it, or in the manner in which they may, in their sole and absolute discretion, determine to use and enjoy it in the future. Therefore, this Declaration will remain dormant with respect to, and no term, covenant, condition, restriction or other duty or obligation in this Declaration or any of the other Governing Documents will apply to, be effective upon, or be enforceable against, all or any portion of the Exempt Property, except as specifically provided in the next Section of this Article.

#### **Section 10.02 Period of Exemption**

The exemptions provided in the preceding Section of this Article will be effective from the original date of this Declaration, and will continue in full force and effect until the earlier to occur of the following events: (i) the date on which Robert W. Nutter, Mary C. Nutter, or any trust or entity established by either of them or administered for the benefit of either of them, no longer holds any fee title interest to the Exempt Property; or (ii) the date on which a Plat of any portion of the Exempt Property which creates one or more Lots less than Three (3) acres in area is recorded. However, upon the occurrence of any of these events, only that portion of the Exempt Property which is affected by the event will be removed from the designation as Exempt Property. Any portion of the Exempt Property that is so removed will then automatically, and without notice to or consent of any Person, become subject to all terms, covenants, conditions, restrictions, duties and obligations under this Declaration and the other Governing Documents.

#### **Section 10.03 Conversion of Voidable Property**

The Developer further reserves the right to at any time and for any reason convert any Voidable Property to Exempt Property. The purpose of this provision is to enable the expansion or reconfiguration of the Exempt Property. The rights reserved in this Section may be exercised, if at all, by recording an amendment to this Declaration, signed and acknowledged by the Developer alone, specifically describing the portion of the Property then being converted to Exempt Property and stating that such portion of the Property is deemed to be Exempt Property. Upon conversion of any Voidable Property as provided in this Section, that portion of the Voidable Property will then be subject to the terms and conditions of this Article regarding Exempt Property.

#### **Section 10.04 Withdrawal of Property**

In addition to the rights of the Developer regarding Exempt Property and Voidable Property, the Developer further reserves the right to at any time and for any reason completely withdraw all or any portion of the Exempt Property or Voidable Property from the effect of this

Declaration, and terminate this Declaration and all of the Governing Documents with respect to the portion of the Property then being withdrawn. The Developer further reserves the right, in its sole and absolute discretion, to at any time and for any reason to completely withdraw all or any other portion of the Additional Property that is not within the definition of Voidable Property, but for which a Plat has not yet been recorded, if the withdrawal is not unequivocally contrary and materially detrimental to the overall, uniform scheme of development for the Community. The rights reserved in this Section may be exercised, if at all, by recording an amendment to this Declaration, signed and acknowledged by the Developer alone, or by the Developer and the fee title owner if the Developer is not the owner, specifically describing the portion of the Property then being withdrawn and stating that such portion of the Property is deemed to be excluded from the Property to the same extent as if it had never been included in the legal description of the Property. Upon withdrawal of any portion of the Property as provided in this Section, that portion so withdrawn will then be unconditionally free from the encumbrance of, and all terms, covenants, conditions, restrictions, duties and obligations under, this Declaration and all of the other Governing Documents.

### **Section 10.05 Exemption of Developer**

No term, covenant, condition, restriction, or other form of duty or obligation provided in this Declaration or any of the other Governing Documents will be binding upon or enforceable against the Developer at any time or for any reason throughout the Development Period. The Developer's exemption as provided in this Section applies, without limitation, to: (i) all portions of the Property; (ii) all Lots owned by the Developer at any time; (iii) all Common Areas of any type; (iv) all provisions applicable to Owners of Lots; and (v) all provisions applicable to Members of the Association or any Neighborhood Society. Further, nothing in this Declaration or any of the Governing Documents will limit, restrict, impede or otherwise impair the rights of the Developer to conduct any activities directly or indirectly relating to the planning, construction, development, platting, grading, alteration, modification, improvement, advertising, marketing, sale, leasing or any other activity pertaining to the Lots, Common Areas, Neighborhoods or Community, that the Developer determines for any reason, or without reason, to be necessary, advisable, or beneficial.

## **ARTICLE 11 Other Regulations**

### **Section 11.01 General Government Regulations**

This Declaration, and all of the other Governing Documents, are subject to the Applicable Law of all Government Entities.

### **Section 11.02 Specific Zoning Compliance**

In addition to general Applicable Law, this Declaration, and all of the other Governing Documents, are subject to the terms, conditions and requirements of Beaver Creek Township Zoning Case # 671, a residential-business planned unit development, adopted by resolution of the Township dated October 12, 1993, as amended in Beaver Creek Township Zoning Case #671-9, adopted by resolution of the Township dated February 2016, and any future

amendments to, or extensions of, that zoning case. This Declaration and all of the other Governing Documents are also specifically subject to all applicable subdivision regulations of Greene County, Ohio.

### **Section 11.03 Existing Scenic River Preservation Agreement**

This Declaration, and all of the other Governing Documents are also subject to the terms, conditions and requirements of an Agreement between the Developer and Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1 993, for the purpose of granting a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, and any future amendments to that Agreement.

### **Section 11.04 No Discrimination**

The Developer intends that the Community is an equal housing opportunity development. Therefore, no Person will be prohibited from becoming an Owner of any Lot, or a Member of the Association or the Society of any Neighborhood, on the basis of that Person's race, color, creed, national origin, religion, sex, sexual preference, disability, or any other discriminatory factor prohibited by Applicable Law.

## **PART THREE – COMMON AREA RIGHTS AND OBLIGATIONS**

Stonehill Village has been meticulously planned and designed over many years to provide the Community's Members with a lifestyle which is reminiscent of the "good old days." In its pursuit of this goal, Stonehill Village provides its residents with convenient access to bikeways, walkways, parks, and, in some cases, recreation centers, and other "Common Areas." These coordinated Common Areas are intended to provide cohesiveness, beauty, recreation, and a sense of community spirit and pride to the residents of Stonehill Village.

## **ARTICLE 12**

### **Community Common Areas**

#### **Section 12.01 Designation of Community Common Areas**

Owners in the Community will benefit from a wide variety of Community Common Areas which are planned by the Developer. It is the Developer's intention to convey fee simple title to the Community Common Areas to the Association in Phases, by means of the platting process and/or by special warranty deed. Furthermore, Supplemental Declarations and Rules and Regulations adopted by the Board of the Association may provide conditions and restrictions applicable to the use of some or all of the Community Common Areas. It is ultimately the intention of the Developer to provide all of the Owners in the Community with reasonable access to those Community Common Areas designated in the Master Concept Plan. As the Community develops to its full potential, there will thus be more and more Community Common Areas available for use by the Owners. All Owners in the Community will have reasonable access to the Community Common Areas, and such Community Common Areas will be maintained, in the manner described in this Part of the Declaration, and as may be further described in any Supplemental Declarations. These Community Common Areas are intended

to include, but not necessarily be limited to, those types of Community Common Areas described in the following Section of this Article.

## **Section 12.02 Types of Community Common Areas**

There are several different types of Community Common Areas. The different types described below are representative of those the Developer anticipates incorporating into the Community, but this is not an exclusive list. Further, the Developer reserves the right during the Development Period to eliminate any type of Community Common Area, or to include additional types, during the process of developing the Community.

### **(a) Green Space Areas**

The Master Concept Plan for the Community contemplates a vast network of open space corridors, park areas, and other open space elements that are to be strategically and attractively located throughout the Community. Portions of the Green Space Areas may contain identification signs for the Community and the respective Neighborhoods, as well as various Landscape Features. Some of these Green Space Areas are in the form of Linear Parks, intended to create unique and convenient links between Neighborhoods and Common Areas throughout the Community. The permitted uses of the Green Space Areas will be subject to Rules and Regulations adopted by the Executive Board of the Association.

### **(b) Recreation Facilities**

The Master Concept Plan also contemplates the eventual establishment of Recreation Facilities to be integrated in the Community. Some of these Recreation Facilities may be designated as Community Common Areas, while others may be Limited Common Areas. The permitted uses of the Recreation Facilities will be subject to Rules and Regulations adopted by the Executive Board of the Association.

### **(c) Bike and Jogging Paths**

The Master Concept Plan anticipates the development of a network of Bike and Jogging Paths as a form of Recreation Facility. The Bike and Jogging Paths are intended to provide links between the Neighborhoods and the Community Common Areas for the purpose of facilitating non-traditional modes of transportation throughout the Community. Most of the Bike and Jogging Paths will be Community Common Areas, but some portions may be Limited Common Areas. The types of transportation and uses permitted on the Bike and Jogging Paths will be subject to Rules and Regulations adopted by the Executive Board of the Association.

### **(d) Certain Conservation and Preservation Areas**

Certain portions of the Property may be set aside for the purpose of conservation and preservation of natural animal life and vegetation. Some Conservation and Preservation Areas may be designated as Community Common Areas or Limited Common Areas, but most will likely be designated as Restricted Common Areas.

## **ARTICLE 13**

### **Limited Common Areas**

#### **Section 13.01 Designation of Limited Common Areas**

The Developer may designate certain Common Areas as Limited Common Areas. These Limited Common Areas will be clearly identified on the Plat(s) of those Phases in which they are located. Limited Common Areas will be reserved for the exclusive use or primary benefit of certain identified Owners in one or more Neighborhoods, or particular Members of the Association. The Developer will reserve and provide restrictions on the use of the Limited Common Areas for the benefit of a specified group of Owners or Members through Supplemental Declarations. No such reservation will preclude the Developer from later assigning or reserving the use of the same Limited Common Areas to additional Owners during the Development Period. After the Development Period, a Limited Common Area may be converted to a Community Common Area only upon the majority vote of the Association Board and a majority vote of those Owners to which the Limited Common Area had been reserved. The Limited Common Areas are intended to include, but not be limited to, those types of Limited Common Areas specified in the following Section of this Article.

#### **Section 13.02 Types of Limited Common Areas**

The Limited Common Areas described below are representative of those the Developer anticipates incorporating into the Community. However, this is not an exclusive list. Further, the Developer reserves the right to eliminate any type of Limited Common Area, or to include additional types, during the process of developing the Community.

##### **(a) Neighborhood Limited Common Areas**

Each Neighborhood may have certain Limited Common Areas which, due to their nature and/or location, would not be appropriately designated as Community Common Areas, and are intended for the exclusive use and enjoyment of only those Owners in that Neighborhood. Neighborhood Limited Common Areas will be clearly designated on the Plat of the applicable Neighborhood where the Neighborhood Limited Common Areas are to be located.

##### **(b) Certain Recreation Facilities**

As stated in the last Article, some Recreation Facilities, due to the nature of their services and/or specific location, may be deemed by the Developer (or, after the Development Period, by the Association Board) to be inappropriate as Community Common Areas. If so designated by the Developer (or, after the Development Period, by the Association Board) such Recreation Facilities will be deemed to be Limited Common Areas.

##### **(c) Certain Conservation and Preservation Areas**

The Developer (or, after the Development Period, the Association Board) may designate some Conservation and Preservation Areas, or specific portions, as Limited Common

Areas. However, most Conservation and Preservation Areas will be Restricted Common Areas.

## **ARTICLE 14**

### **Restricted Common Areas**

#### **Section 14.01 Designation of Restricted Common Areas**

The Developer reserves the right to designate certain portions of the Property as Restricted Common Areas. The Restricted Common Areas are intended for the overall benefit of the Community as a whole. However, actual physical access to or use of those Restricted Common Areas will be strictly prohibited or limited in the manner provided in Supplemental Declaration(s) pertaining to those areas. Restricted Common Areas will be clearly identified on the Plat(s) of those Phase(s) in which they are located. During the Development Period, the Developer will have the exclusive power to change the designation of all or any portion of the Restricted Common Area to either a Community Common Area or a Limited Common Area, for such uses and purposes as the Developer may provide in an amendment to this Declaration, or to the Supplemental Declaration through which the original Restricted Common Area designation was made. After the Development Period, a Restricted Common Area may be converted to a Community Common Area or a Limited Common Area only upon the majority vote of the Association Board.

#### **Section 14.02 Types of Restricted Common Areas**

The Developer contemplates that Conservation and Preservation Areas will be the only type of Restricted Common Area. However, the Developer reserves the right during the Development Period to include additional types of Restricted Common Areas.

## **ARTICLE 15**

### **Use and Enjoyment of Common Areas**

#### **Section 15.01 General Use**

Every Owner will have the right to use, access, and enjoy the Common Areas, subject to the conditions and limitations set forth in this Article, any Supplemental Declarations, Rules and Regulations adopted by the Executive Board, and Applicable Law. Any Owner may temporarily and concurrently extend his, her, or its right to use and enjoy the Common Areas to any Users designated by the Owner, subject to Rules and Regulations adopted by the Executive Board, and to any restrictions provided in any other Governing Documents.

#### **Section 15.02 Limitations on Use**

The use and enjoyment of Common Areas is limited in the manner set forth in this Section.

##### **(a) Community Common Areas**

The general use of Community Common Areas will be subject to:

1. This Declaration, any Supplemental Declaration, and all of the other Governing Documents;



2. Any restrictions or limitations contained in any deed conveying such Community Common Areas to the Association;
3. The right of the Executive Board to adopt Rules and Regulations pertaining to the use and enjoyment of the Community Common Area;
4. The right of the Executive Board to suspend the right of an Owner to use Recreation Facilities within the Community Common Areas due to nonpayment of Assessments or any other violation of the Governing Documents;
5. The right of the Association to dedicate or transfer all or any part of the Community Common Area;
6. The right of the Association to impose rental or membership requirements and charge rental, membership, admission or other fees for the use of any Recreation Facility included within the Community Common Areas;
7. The right of the Association to permit use of any Recreation Facilities within the Community Common Areas by Persons other than Owners and/or permitted Users upon payment of fees or charges established by the Association;
8. The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property, including the Community Common Areas, as security for money borrowed or debts incurred;
9. The right of the Developer or the Association to grant easements over the Community Common Areas, as provided in this Declaration.
10. The rights of certain Owners to the exclusive use of those portions of the Common Area designated as Limited Common Areas;
11. The restrictions or prohibitions pertaining to Restricted Common Areas.

**(b) Limited Common Areas and Restricted Common Areas**

The use of Limited Common Areas and Restricted Common Areas will be subject to the restrictions set forth in subsection (a) above, as well as any additional restrictions or conditions contained in any Supplemental Declaration, or in the deed or Plat documentation establishing such Limited Common Areas or Restricted Common Areas.

**Section 15.03 Developer's Use**

During the Development Period, the Developer and its designated Users will have unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, without the payment of any Assessment or other fee or charge. After the Development Period, the Developer and its designated Users will have unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, without the payment of any Assessment or other fee or charge, so long as the Developer, any of its subsidiaries, Robert W. Nutter, Mary C. Nutter, or any trust established by Robert W. Nutter or Mary C. Nutter, or administered for the benefit of Robert W. Nutter or Mary C. Nutter, owns any Lot or Exempt Property within the Community. For all

purposes under the Governing Documents, Robert W. Nutter, Mary C. Nutter and the current beneficiaries of any trust established by Robert W. Nutter or Mary C. Nutter shall be considered to be the Developer's designated Users, in addition to any additional designated Users that the Developer may name.

#### **Section 15.04 Restrictions on Present Use of Future Common Areas**

Notwithstanding any provision of this Part Three to the contrary, the rights of Owners and their designated Users to access, use and enjoy any of the Common Areas will apply only to those portions of the Property which are then Functioning Common Areas. No Owner or designated User will have any right to use any portion of the Future Common Areas, until such time as the Developer has formally established, designated and activated that portion of the Property as Community Common Areas, Limited Common Areas or Restricted Common Areas by recording an appropriate Plat. Furthermore, no Owners will have any expectation interest in the development or inclusion of any Future Common Areas as part of the Community. The development, designation, inclusion or activation of any Future Common Areas as Functioning Common Areas will be made solely at the discretion of the Developer, in a manner and at a time which it deems to be necessary or appropriate.

### **ARTICLE 16**

#### **Ownership of Common Areas**

##### **Section 16.01 Title to Common Areas**

The Developer, or a party designated by the Developer, will convey to the Association fee simple title to, or a nonexclusive easement in, the Community Common Areas, Limited Common Areas and Restricted Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, all other Governing Documents, and any other covenants, conditions and restrictions in any recorded Conservation and Preservation Easements. It is the intention of the Developer to transfer the Common Areas in Phases, to correspond to the development and Platting of the various Neighborhoods. The timing of the conveyance of the Common Areas to the Association will be at the Developer's sole and absolute discretion. All Common Areas will be conveyed to the Association, rather than to one or more Neighborhood Societies, to create a centralized and uniform system of management of the use, enjoyment, care, maintenance, improvement and regulation of all Common Areas. Such conveyances will be made by the terms of a Plat, or by special warranty deed, easement deed, or other conveyance mechanism as selected by the Developer.

### **ARTICLE 17**

#### **Maintenance of Common Areas**

##### **Section 17.01 Maintenance of Community Common Areas**

The Association, subject to the rights of the Developer as provided in this Declaration and the Governing Documents, will have the exclusive power and obligation to manage, control and maintain the Functioning Community Common Areas, including without limitation all

Improvements included as part of the Community Common Areas. The Association will keep the Community Common Areas in good, clean, attractive, functioning and sanitary condition, order, and repair, consistent with this Declaration, the Master Concept Plan, and the Governing Documents. If the Developer provides (and identifies in a written notice to the Association), on a temporary or permanent basis, any supplies, inventory, equipment, fixtures or other property owned by the Developer, for the primary use and enjoyment of the Association, or for the benefit of some or all of its Members, such items will be considered Community Common Area for purposes of this Article, and will be used and maintained by the Association in the same manner as other Community Common Areas, until such time as the Developer revokes such privilege of use and enjoyment by written notice to the Association. Except as otherwise specifically provided in any of the Governing Documents, all costs associated with the management, maintenance, repair or replacement of the Community Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment.

### **Section 17.02 Maintenance of Limited Common Areas**

The Association will have the same powers and obligations regarding Functioning Limited Common Areas as it does for Community Common Areas, unless otherwise agreed among the Association Board and the Owners to whom the benefit of the Limited Common Areas has been granted. All costs associated with the management, maintenance, repair or replacement of Limited Common Areas will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Limited Common Area(s) have been granted and reserved. These costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

### **Section 17.03 Maintenance of Restricted Common Areas**

The Association will have the same powers and obligations regarding Functioning Restricted Common Areas as it does for Community Common Areas. All costs associated with the management, maintenance, repair or replacement of Restricted Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment. However, if the use and enjoyment of all or any portion of the Restricted Common Area is limited to, or otherwise restricted for the benefit of, less than all of the Owners, then all costs associated with the management, maintenance, repair or replacement of those portions of the Restricted Common Areas will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Restricted Common Area(s) have been granted and reserved. In such case, the costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

### **Section 17.04 Commencement of Association's Responsibility**

The Association's responsibilities to maintain the Common Areas will commence concurrently with the conveyance evidencing the Association's legal interest in the applicable Common Areas.

### **Section 17.05 Delegation to Professional Management**

The Association may delegate all or any of its authority to discharge its responsibilities under this Article to a professional management agent. Any management agreement may not exceed

Two (2) years, renewable by agreement of the parties for successive Two (2) year periods, with the right of termination by either party without cause and without the payment of a termination fee upon Thirty (30) days' prior written notice. Furthermore, no such professional management agent will be deemed to be the agent of the Association, except as the Executive Board may, in its sole discretion, deem necessary or desirable for the safeguarding of any funds received by or on behalf of the Association.

### **Section 17.06 Restoration of Damage**

All Common Area Landscape Features that are located in any publicly dedicated right-of-way or Easement for Public Utilities are the responsibility of the Association. No Government Entity is responsible for the care or maintenance of those Landscape Features. If any Common Area Landscape Features in a publicly dedicated right-of-way or Easement are damaged or destroyed as a result of necessary work on any Public Utilities, the Association will have the obligation to restore or replace those Landscape Features.

### **Section 17.07 Maintenance Guidelines**

At such time as a significant amount of Common Area has been developed and incorporated into the Community, the Association may develop Rules and Regulations as guidelines to provide for the proper operation and scheduling of maintenance of the Common Areas.

## **ARTICLE 18**

### **Regulation of Common Areas**

#### **Section 18.01 Rules and Regulations**

The Executive Board has the right to adopt Rules and Regulations regulating the use and enjoyment of all of the Common Areas. These Rules and Regulations may include, without limitation, rules restricting use of Recreation Facilities within the Common Areas to certain Owners and permitted Users.

#### **Section 18.02 Enforcement of Rules and Regulations**

In order to protect and preserve the Common Areas, and to protect the health, safety and general welfare of everyone who uses the Common Areas, the Executive Board has the right to institute reasonable penalties for violations of the Rules and Regulations related to the use and enjoyment of Common Areas, as well as violations of other aspects of the Governing Documents. The Executive Board will maintain a schedule of any such penalties along with the Rules and Regulations for the Common Areas.

#### **Section 18.03 Enforcement by Developer**

If the Association fails to properly perform its obligations and responsibilities as to the Common Areas, the Developer may (but will not be obligated), upon not less than Ten (10) days' prior written notice and opportunity to cure such failure, cause the obligations and responsibilities to be performed. If that occurs, the Developer will be entitled to full and immediate reimbursement from the Association for all costs incurred.

## **Section 18.04 Conflict**

To the extent reasonably possible, the foregoing Sections are to be read consistently with the portion of this Declaration entitled “Enforcement and Remedies.” To the extent that such an interpretation is not possible, however, the enforcement provisions provided in the foregoing Sections of this Article will be deemed to control.

### **PART FOUR – DESIGN CONTROLS**

The standards for the design and construction of homes, businesses and amenities within Stonehill Village are what give the Community its identity and make it a place that people want to call “home.” This Master Declaration, together with the other Governing Documents, establish guidelines and procedures for implementing these standards as a dynamic process which will allow Stonehill Village to evolve as the Community changes and grows and as technology and public perception change.

## **ARTICLE 19**

### **Purpose and Intent**

#### **Section 19.01 Preservation of Community**

The Developer intends for the Community to develop in a cohesive manner that will ensure continuity, but will allow for creative variations of design consistent with the overall theme envisioned by the Developer. The purpose of this Part of the Declaration is to preserve and enhance the inherent value of ownership within Stonehill Village by carefully establishing and monitoring design and construction activities. All provisions of this Part must be interpreted and implemented in a manner that will best preserve and protect the aesthetic quality and desirability of each Neighborhood, and the Community as a whole.

#### **Section 19.02 Compatibility with Master Concept Plan**

The Developer's goal in establishing the design and construction controls in this Part is also to assist in achieving the goals and objectives reflected in the Master Concept Plan. Each aspect of the design, development and construction of Improvements within the Community needs to be coordinated and compatible with the Master Concept Plan, as it evolves over time. Therefore, the Master Concept Plan must be viewed as the Developer's vision for the Community, by which all standards and requirements must first be measured. Just as the Master Concept Plan is a flexible vision, capable of change and growth, so must be the standards governing the design and construction of Improvements. This Part of the Declaration creates a system intended to facilitate the Developer's goals in this regard.

#### **Section 19.03 Protection of Other Owners**

This Declaration is intended to enable the orderly development of the Property, and to preserve, protect and enhance the value of every Owner's investment in the Community. This Part of the Declaration discloses to each Owner a uniform system of standards regarding the design and construction of Improvements throughout the Community, in order to provide each Owner with

an understanding of what the Developer envisions and expects. It also serves as a protection for each Owner, in that it will enable all Owners to know what they can expect from others in the Community as it develops and grows.

## **ARTICLE 20**

### **Design Review Standards**

#### **Section 20.01 Adoption of Standards**

In order to carry out the purpose and intent generally described in the preceding Article, the Developer adopts, and shall from time to time amend, Design Review Standards (“DRS”). The DRS will reflect the standards, procedures and policies concerning the design and construction of all Improvements within the Community. During the Development Period, the Developer will have the exclusive authority to adopt, amend, implement and enforce the DRS. The Developer may exercise this authority cooperatively or in conjunction with the Executive Board of the Association and the Design Review Board in the manner provided. No Owner will begin or continue any Work on any Improvements on the Owner’s Lot unless and until the Owner has complied with all terms, conditions and requirements in, and received all necessary approvals required under, this Declaration and the DRS.

#### **Section 20.02 Community-Wide Standards**

The Developer has initially adopted the Community Design Review Standards (“Community DRS”), as amended from time to time, which are incorporated by reference into this Declaration as if fully rewritten herein. The Community DRS establish the standards, requirements, policies and procedures that will apply to all Improvements throughout the Community. All Lots in the Community are subject to the Community DRS, and the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS.

#### **Section 20.03 Neighborhood Specific Standards**

In addition to the Community DRS, the Developer will also adopt Neighborhood Design Review Standards (“Neighborhood DRS”) as each Neighborhood is developed. The Neighborhood DRS are supplemental standards, requirements, policies and procedures that will apply to all Improvements on Lots within a particular Neighborhood in the Community. The purpose of the Neighborhood DRS is to further refine the standards that will apply throughout a particular Neighborhood, but will not necessarily apply to other Neighborhoods in the Community. However, the Neighborhood DRS will not create any lower standards than those set forth in the Community DRS. The Neighborhood DRS for each particular Neighborhood, as may be amended from time to time, are incorporated by reference into this Declaration as if fully rewritten herein. All Lots in the Community, therefore, are subject to the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located. Likewise, the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located.

## **Section 20.04 Design Review Standards Rules and Regulations**

The Design Review Board (“DRB”), subject to the approval of the Developer (and, after the Development Period, the Executive Board), has the authority to develop and adopt Rules and Regulations relating to the administration of the Community and Neighborhood DRS and applicable provisions of the Declaration. The purpose of the Rules and Regulations will be to further clarify the policies, procedures and standards to be followed in order to more efficiently administer the Community and Neighborhood DRS, but it will not guarantee that any proposed Improvement will be approved. The Rules and Regulations will also contain forms, instructions, procedures, policies and other information adopted or approved by the Developer or the Executive Board for use by the DRB, in carrying out its obligations. No Rules and Regulations will impose greater restrictions or requirements than described in the Declaration, the Community DRS or any Neighborhood DRS. The DRB has the authority to amend any or all of the Rules and Regulations in order to reflect changes and improvements the DRB may deem necessary or beneficial in the performance of its duties, subject to the approval of the Developer (and, after the Development Period, the Executive Board). The most current version of the Rules and Regulations of the DRB are incorporated into, and made a material part of, this Declaration, the Community DRS and all Neighborhood DRS to the same extent as if they were completely rewritten in each of those documents. The DRB will make the Rules and Regulations available to all Owners, purchasers under contract to buy a Lot in the Community, any prospective purchaser or their real estate agent, Builder or architect, and any approved Builders upon request and upon payment of any applicable charges for copying.

## **Section 20.05 Interpretation in Favor of Community**

If there is any question regarding the interpretation of any DRS or the Rules and Regulations, the interpretation that will result in the most beneficial, fair and uniform application in favor of the Community as a whole will control. The interpretation of the Developer, or in the absence of the Developer the Executive Board of the Association, will control and be binding on all Persons.

# **ARTICLE 21**

## **Design Review Board**

### **Section 21.01 Developer Review**

Notwithstanding any of the following Sections of this Article, during the Development Period the Developer will have the right to participate in and control all activities relating to compliance with the requirements of this Part Four of the Declaration. This includes, without limitation, the right to appoint or remove any members of the Design Review Board, to adopt or amend any procedures or policies of the Design Review Board, and to approve or deny applications submitted for approval of Plans for Improvements or Builder approval. Therefore, all rights, powers and actions of the Association, Executive Board and Design Review Board under this Part Four are subject and subordinate to the rights of the Developer under this Section and other applicable provisions of the Declaration and other Governing Documents. By accepting a deed to a Lot every Owner acknowledges and agrees that the rights reserved to the

Developer in this Section are fair, reasonable and fully enforceable in light of the fact that, as the Developer of the Community and owner of the Property, as well as other real estate within the vicinity of the Community, the Developer has a substantial interest in ensuring that the Improvements within the Community will preserve and protect the Developer's reputation and ability to develop, market, sell, or lease its Property.

### **Section 21.02 Establishment of DRB**

In forming the Association, the Developer has established the Design Review Board (“DRB”) as a permanent committee of the Executive Board. The purpose of the DRB is to assist the Developer and the Executive Board in carrying out all requirements in the Community and Neighborhood DRS, as well as the Rules and Regulations.

### **Section 21.03 Composition and Term of Appointment**

The DRB will consist of no less than Two (2), but not more than Five (5), individuals. The Developer will appoint all of the initial members of the DRB, and during the Development Period will retain the right to approve or disapprove, or to make itself, any subsequent removals, appointments or other changes concerning the membership of the DRB. After the Development Period, all members of the DRB will be appointed, and serve under the direction of, the Executive Board of the Association. The members of the DRB do not need to be Members of the Association or the Executive Board. Further, members of the DRB are not required to have any particular educational background, but may include architects, engineers or similar professionals with experience or training in design and construction issues.

### **Section 21.04 Authority**

The DRB will have such rights, powers and authority as provided in this Declaration and any of the other Governing Documents, and as further delegated or assigned by the Developer or the Executive Board. All rights, powers and authority of the DRB will at all times be subject to the rights reserved by the Developer under this Article and other applicable sections of the Declaration and other Governing Documents.

### **Section 21.05 Delegation of Authority**

The DRB will not delegate any of its authority to any other Person. However, the DRB may, when it deems necessary, retain the services of professionals and other agents to assist in the performance of its duties. All such services shall be under the direction of, and for the benefit of, the DRB, subject to the rights and approvals of the Developer and the Executive Board.

### **Section 21.06 Review Fees**

The DRB may establish and charge reasonable fees for review of applications, and may require such fees to be paid in full prior to review of any application. In addition, the Developer or the DRB may retain architects, engineers or other professionals to assist in the review of any application. Any fees incurred by the Developer or the DRB in connection with such assistance may be charged to the applicant.



## **Section 21.07 Enforcement and Remedies**

The DRB has the full authority to enforce compliance with the Community and Neighborhood DRS. The DRS and the Rules and Regulations, as may be amended from time to time, shall detail the process that the DRB (acting on its own behalf or through the property manager, legal counsel or Executive Board) shall take in pursuing compliance, including the notice process, when notice is not required, right to cure, penalties for non-compliance, consequences of habitual violations and other available remedies. Additionally, if any Owner or Builder fails to comply with the requirements set forth in this Part of the Declaration and in the Community and Neighborhood DRS (together with the Rules and Regulations), the Developer, Association, any Neighborhood Society and/or any other Owner will be entitled to pursue any remedies provided in this Declaration, any other Governing Documents and/or Applicable Law without further notice. These remedies will include, without limitation, the right of the Developer, Association or DRB, as applicable, to: (i) revoke the prior approval of the Plans; (ii) revoke the Builder's authorization to participate as an approved Builder in the Community; (iii) issue a Stop Work Order; or (iv) pursue any other available remedies under this Declaration or any of the other Governing Documents.

## **Section 21.08 No Representations or Warranties; Limitation of Liability**

All limitations on representations, warranties and guarantees of the Developer, the Association, the Executive Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Disclaimer of Representations, Warranties and Guarantees under this Declaration. All limitations of liability of the Developer, the Association, the Executive Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Limitation of Liability under this Declaration.

### **PART FIVE – PROTECTIVE COVENANTS AND RESTRICTIONS**

Standards for use and conduct within Stonehill Village are important to ensure a proper balance between the legitimate rights of individuals and the reasonable rights and expectations of others within the Community. This Part of the Master Declaration establishes standards for use and conduct that will enable all Community members to enjoy their living experience at Stonehill Village.

## **ARTICLE 22**

### **Purpose and Application**

#### **Section 22.01 General Intent**

The protective covenants and restrictions in this Part of the Declaration are specifically intended to establish and preserve the high quality and aesthetically pleasing character of all Improvements in the Community, in order to maintain the highest possible values for the Lots, Residences, Business Facilities and Common Areas for the overall benefit and enjoyment of all of the Owners in the Community.

## **Section 22.02 Supplemental Covenants and Restrictions**

During the Development Period, the Developer will have the right to unilaterally subject any portion of the Property to additional protective covenants and restrictions. These additional protective covenants and restrictions will be described in Supplemental Declarations, and may contain covenants and restrictions that are in addition to, and/or are more stringent than, those described in this Part of the Declaration. However, no Supplemental Declaration may make exceptions to, dilute or otherwise reduce or eliminate, the full application, enforcement, force and effect of the protective covenants and restrictions provided in this Part of the Declaration.

## **Section 22.03 Application and Enforcement**

All Lots in the Community will be subject to all of the covenants and restrictions described in this Part of the Declaration, as amended from time to time, as well as all additional covenants and restrictions provided in any Supplemental Declaration. By accepting a deed to a Lot, the Owner is deemed to have received full, complete and actual notice and knowledge of these covenants and restrictions, and to have expressly agreed to be bound by them. The Developer, the Association, and each Neighborhood Society, acting separately or collectively, will have standing, power and authority to enforce these covenants and restrictions for the benefit and protection of all Owners of Lots in the Community. This authority is concurrent with the rights of each Owner to enforce these covenants and restrictions in their individual name, in the manner provided in this Declaration.

## **Section 22.04 Responsibility of Owner for Others**

Every Owner will be personally responsible for the actions of any Occupant or User who is under the direction, custody or control of the Owner, or who is otherwise present within the Community with the Owner's express or implied permission, or actual or constructive knowledge or invitation. To that end, all of the protective covenants and restrictions provided in this Part of the Declaration, and any subsequent protective covenants and restrictions provided in any Supplemental Declaration, will be equally binding upon all Owners, Occupants and Users. The Owner will be personally responsible for all violations and losses caused by any such Occupants or Users, notwithstanding the fact that the Occupants or Users may also be individually liable for such violation under this Declaration, any other Governing Document, and/or Applicable Law.

## **Section 22.05 Exemptions**

In addition to all other provisions of this Declaration and any of the other Governing Documents regarding exemptions, exclusions or exceptions to the application of this Declaration, all of the following are specifically exempt from all terms, covenants, conditions and restrictions provided in this Part of the Declaration and any Supplemental Declaration: (i) the Developer, its designated Users and all Related Entities; (ii) all Government Entities; (iii) all publicly dedicated property; (iv) all Exempt Property; and (v) all other portions of the Additional Property that have not yet been actively included into the Community by recording of a Plat.

## **ARTICLE 23**

### **Affirmative Covenants and Restrictions**

#### **Section 23.01 Compliance with Governing Documents**

All Owners have an affirmative obligation to comply with all terms, covenants, conditions, restrictions and other obligations provided in this Declaration, all Supplemental Declarations applicable to them, all of the other Governing Documents applicable to them, and all amendments to any of those documents.

#### **Section 23.02 Compliance with Rules and Regulations**

Without limiting the effect of the last Section, all Owners also have an affirmative obligation to comply with all Rules and Regulations adopted pursuant to the authority, or in the manner, permitted in this Declaration or any of the other Governing Documents, to the extent those Rules and Regulations are applicable to them. This also applies to all amendments to any Rules and Regulations.

#### **Section 23.03 Permitted Use of Lot**

Each Lot will be used only for those residential or business purposes specifically permitted in this Declaration, the Supplemental Declaration applicable to the Neighborhood in which the Lot is located, and Applicable Law.

#### **Section 23.04 Permitted Use of Common Areas**

Every part of the Common Areas in the Community will be used only by those Persons, and only for the purposes, specifically permitted in this Declaration, any applicable Supplemental Declaration, all other Governing Documents, and Applicable Law. In particular, every Owner, Occupant and User must at all times comply with all Rules and Regulations governing the use of any Common Area, and use the Common Areas only in a manner that will not interfere with the permitted use and enjoyment of the Common Areas by others.

#### **Section 23.05 Quiet Enjoyment**

Every Owner will take all steps necessary or appropriate in order to ensure that nothing is done or kept on the Owner's Lot, or within the Owner's Residence, Business Facility or other Improvement on the Lot, that would restrict, obstruct, impair or otherwise interfere with the rights of any other Owner, Occupant and User to quiet and peaceful enjoyment of their Lot or any portion of the Common Areas in the Community.

#### **Section 23.06 Parking**

Every Lot must contain adequate useable space for the off-street parking of motor vehicles permitted under this Declaration, in accordance with Plans approved in advance by the DRB. Every Owner will require all permitted motor vehicles to be parked only in those locations on the Lot designated and improved for such purpose in compliance with the approved Plans. This Section does not, however, prohibit parking in other areas on a Lot on a temporary basis for that period of time necessary to provide goods or services to the Owner. This Section also will not be construed to regulate the use of publicly dedicated streets in the manner permitted by

Applicable Law, though all Owners, Occupants and Users are encouraged to avoid parking on publicly dedicated streets for extended periods of time, for the safety and convenience of others.

### **Section 23.07 Maintenance of Improvements**

Every Owner will have a continuing obligation to at all times maintain their Lot, and all Improvements on the Lot, in a structurally sound condition and good state of repair, as originally approved by the DRB. This includes, without limitation, the obligation to promptly repair or replace any part of any Improvement that falls into a state of disrepair, and to paint or stain the appropriate exterior portions of any Improvement that become faded, chipped, rusted, peeled or otherwise unattractive.

### **Section 23.08 Maintenance of Lawn**

Every Owner will have a continuing obligation to at all times maintain the lawn portions of their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all lawns properly fertilized and mowed to a proper height so as not to allow any grass to grow in excess of a height of Six (6) inches, and to promptly collect and properly dispose of all trash and excess accumulations of leaves, grass clippings and other debris.

### **Section 23.09 Maintenance of Landscape Features**

Every Owner will have a continuing obligation to at all times maintain all Landscape Features on their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all plants and planting areas properly fertilized, trimmed, weeded and mulched, and free of leaves, trash and debris. All dead, dying or diseased plant material must be promptly removed and replaced with the same size, genus and species of plant so as to restore the Landscape Features to their original approved condition.

### **Section 23.10 Standards for Improvements and Landscape Features**

Every Owner will have a continuing obligation to at all times maintain compliance with all standards set forth in the DRS (and its Rules and Regulations) regarding Improvements and Landscape Features, including requirements for screening Accessory Structures, the installation of Landscape Features in certain areas of the Lot, fencing requirements, and all other standards set forth in the Governing Documents.

### **Section 23.11 Permitted Pets**

Subject to the limitations in this Section and in the next Article of this Declaration, the Owner of any Lot will be permitted to own, raise, breed, or otherwise keep on their Lot only those pets of the type and in the number provided in this Section. Permitted pets on any Lot include only: (i) no more than Two (2) domesticated dogs of a breed not otherwise prohibited in the next Article of this Declaration; or (ii) no more than Two (2) domesticated cats of a breed not otherwise prohibited in the next Article of this Declaration; or (iii) a combination of permitted dogs and cats, not to exceed a total of Three (3); and/or (iv) a reasonable number of hamsters, gerbils, small birds, fish, turtles and similar usual and common household pets that are constantly caged or confined within the interior of the Primary Structure on a Lot, but which are not otherwise prohibited in the next Article of this Declaration; and (v) the offspring of any permitted pet for a period not to exceed Three (3) months from the date of birth. No pets may

be kept, bred, or maintained for any commercial purpose. No outdoor “runs” or “kennels” will be permitted on any Lot. All Owners will be obligated at all times to confine their pets within the boundaries of the Owner's Lot, or when outside of the boundaries of the Lot, to maintain the pet on a leash held by a responsible Person capable of controlling the pet so as to prohibit the pet from entering upon any other Lot or portion of the Common Area where pets are not expressly permitted, and to prevent the pet from causing harm to any other Person, possession or animal. Further, all Owners will be obligated to immediately clean-up and properly dispose of all excrement or other waste produced by their pet(s), whether on their own Lot or on any other Lot, Common Area, street or other portion of the Property. If the Board determines that any pet, whether or not otherwise permitted in this Section, poses a danger to the health, safety or welfare of any Person in the Community, or otherwise constitutes a nuisance or unnecessary inconvenience to any other Owners, Occupants or Users in the Community, the Owner will be obligated to immediately remove the pet from the Community upon written request from the Board. Any Person who brings any animal into any portion of the Community will be liable for any injuries to or the death of any Person, or any damage to or destruction of any property, to the full extent of Applicable Law.

## **ARTICLE 24**

### **Negative Covenants and Restrictions**

#### **Section 24.01 Transient Uses**

No Lot, or any Improvement on any Lot, may ever be used for any type of transient residential purposes, whether with or without charge. This includes, without limitation: (i) use or rental for any period less than Sixty (60) days; (ii) use by or rental to roomers or boarders of only a portion of a Residence or Improvement; or (iii) any use or rental in which the Occupants are provided customary hotel or boarding house services, such as room service for food and beverages, maid service, the furnishing of laundry and linen service, meals, busboy service or any similar services. However, assisted living and nursing care facilities will not be considered transient uses in those Neighborhoods where such facilities are specifically permitted under the applicable Supplemental Declaration and Applicable Law.

Unless specifically permitted under the applicable Supplemental Declaration, no portion of a Residence or Improvement may ever be leased to an Occupant outside of the Owner’s dependent family, with or without charge. Owners of a Residence must personally reside in the Residence for not less than Nine (9) months out of every calendar year. The Board will have the authority to grant exceptions to the requirements in preceding two sentences in cases of significant hardship, if such hardship is reasonably documented to, and approved in advance by, the Executive Board. The Executive Board may adopt Rules and Regulations to further define the hardship exception process, criteria and conditions that must be met to qualify.

With respect to any Residence that is permitted under this Declaration and any applicable Supplemental Declaration to be leased, the Occupant of each leased unit will be subject to the same restrictions on transient uses and the same residency requirements stated in this Section.

No subletting is permitted, unless a hardship exception is approved in advance by the Executive Board.

### **Section 24.02 Nuisance**

No Owner will commit or permit any nuisance to exist or occur on their Lot, any other Lot, any portion of the Common Area, or any publicly dedicated area in the Community. An act or circumstance will be considered to be a nuisance if it arises from an unreasonable, unsafe, unwarranted or unlawful use of or conduct on any Lot, Common Area or publicly dedicated area in the Community that results in a material obstruction, interference, injury, annoyance, inconvenience or discomfort to the legitimate rights or reasonable expectations of any other Person in the Community.

### **Section 24.03 Firearms and Explosives**

No Person may discharge any firearm on any Lot, Common Area or publicly dedicated area within the Community at any time, except authorized law enforcement personnel acting in their official capacity. Further, no person may ignite, set-off or otherwise discharge any fireworks or any other type of explosive device on any Lot, Common Area or publicly dedicated area within the Community at any time or for any reason.

### **Section 24.04 Noise**

No Person may create or permit any noise or sound from any source on any Lot, Common Area or publicly dedicated area within the Community that results in a volume level in excess of Ninety (90) decibels beyond the lesser of: (i) the boundary of the Lot from which the sound originates; or (ii) One Hundred (100) feet from the source of the sound. The Executive Board or the DRB, by prior written approval, may, but shall not be required to, grant temporary exceptions to this restriction for certain construction activities, exterior audible burglar, fire or security alarm systems, or other situations which the Executive Board or DRB find to be necessary and of minimal inconvenience or disruption to others in the Community.

### **Section 24.05 Odors**

No odors will be permitted to be created on, or to arise or be emitted from, any Lot, Common Area or publicly dedicated area within the Community that would be considered pungent, distasteful, discomforting or otherwise offensive to the common senses of the average reasonable individual.

### **Section 24.06 Open Burning**

No fires will be permitted to burn or smolder on any Lot at any time, except: (i) fires in appropriately designed fireplaces inside a Residence; (ii) fires for cooking in a barbeque pit or similar structure approved in advance by the DRB; (iii) fires for cooking in freestanding grills designed for that purpose; or (iv) fires contained in appropriately designed fire places, fire containers or fire tables outside a Residence. All Owners must take all action necessary to ensure that no material on their Lot, or within any Improvement on their Lot, will start to burn or smolder as a result of spontaneous combustion. The DRB, upon written request, may, but will not be required to, grant temporary exceptions to permit open burning on a Lot during the course of construction of Improvements, subject to such restrictions as the DRB may require.

No fires will be permitted on any portion of the Common Area at any time without the prior written approval of the Executive Board.

### **Section 24.07 Exotic and Vicious Animals**

No animals of any kind will be permitted to exist on any Lot at any time for any purpose, except those specific pets described in the preceding Article of this Declaration. In particular, but without limiting the general restriction in the preceding sentence of this Section, the following types of animals are strictly prohibited: (i) domesticated or undomesticated animals customarily raised as livestock for the production of food, milk, clothing materials or similar purposes; (ii) animals considered to be "exotic," whether tame or wild, under Applicable Law or then existing customs or standards of any humane society, veterinary association, or the local public in general; (iii) species or breeds of permitted pets under the preceding Article that are considered to be "vicious" under Applicable Law or then existing customs or standards of any humane society, veterinary association, or the local public in general; and (iv) any species or breed of animals the Association may at any time in the future identify to be prohibited.

### **Section 24.08 Prohibited Vehicles and Equipment**

Except as specifically provided in this Section, none of the following types of vehicles or equipment will be permitted to be parked, stored, maintained, repaired or otherwise located on any Lot at any time, or parked for a period exceeding Six (6) hours on any street or parking lot in the Community: (i) trucks in excess of One (1) ton capacity, tractors, trailers, equipment, implements and all other types of vehicles used, in whole or in part, in connection with any trade or business; (ii) trailers of any type, whether or not used in whole or in part in connection with a trade or business or for personal purposes; (iii) recreational vehicles of any type, including without limitation truck campers, trailers, "fifth wheels," motor homes and buses; (iv) boats, canoes, kayaks, water bikes, jet skis, personal water craft, and all other forms of water craft, unless stored inside of a garage when not in active use; (v) "all-terrain" vehicles, "dirt bike" motorcycles, minibikes, go-carts and other similar vehicles and equipment that are not licensed to be operated on public streets, unless stored inside of a garage when not in active use; (vi) vehicles or equipment customarily associated or used in connection with the military; (vii) all junk or inoperable automobiles, vehicles or equipment of any type; and (viii) any parts of any type of automobile or vehicle that are not directly required for routine preventative maintenance.

Further, no vehicle, automobile, equipment or implement of any type may ever be operated, parked, stored, maintained, repaired or otherwise located on any portion of the Common Area, unless specifically permitted under Rules and Regulations adopted by the Executive Board. However, during the period of performing Work on any Improvements on a Lot, nothing in this Section will prohibit the use, operation, parking or location of any operable vehicles, equipment or implements necessary and customarily used in connection with the construction of Improvements, so long as such activities are confined to the Lot on which the Work is being performed and on streets within the Community which the DRB has designated for construction traffic. No construction equipment may be parked, stored or driven on any part of a Common Area at any time, unless approved in advance by the Executive Board.

### **Section 24.09 Prohibited Outdoor Hobbies and Activities**

No Person may engage in any outdoor hobbies or activities on any Lot or Common Area which violate any Rules or Regulations adopted by the Association, or which the Executive Board otherwise determines to detract from the aesthetic character or peaceful enjoyment of the Community. The Executive Board will have complete authority to regulate and/or prohibit any outdoor hobbies or activities that it reasonably determines to violate the general standard described in the last sentence. Without limiting the restrictions in the preceding sentences of this Section, no Person may perform any repair, maintenance, restoration or other service on any automobile, vehicle, equipment, tool or other device outside of the Primary Structure on any Lot, on any portion of the Common Area, or on any street within the Community.

### **Section 24.10 Alteration of Easement Areas and Drainage Facilities**

No Work may be performed within, and no Improvements may be constructed, installed or otherwise placed on, any Easement Areas without the prior approval of the DRB. Further, no Work may be performed, and no Improvements may be constructed, installed or otherwise placed, in any manner that may damage, interfere with, obstruct, change or otherwise alter any Drainage Facilities without the prior approval of the DRB.

### **Section 24.11 Alteration of Common Areas**

Except with respect to the rights of the Developer or Association under this Declaration, no Person may at any time or for any reason alter, damage or destroy any portion of the Common Area, including without limitation Improvements or Landscape Features on any Common Area.

### **Section 24.12 Waste**

No Owner or other Person may at any time or for any reason commit waste on any Lot (including the Owner's own Lot), Common Area or publicly dedicated area within the Community.

### **Section 24.13 Fuel Storage**

No Person may store any gasoline, diesel fuel, heating fuel or other form of fuel or petroleum-based product on any Lot or Common Area in excess of Five (5) gallons stored in a container designed and approved for that purpose under Applicable Law. All permitted quantities of fuel must be stored and handled in accordance with Applicable Law, and must be maintained in a location on the Lot that is not within view from any other Lot, Common Area or street within the Community. The restriction on the quantity of fuel under this Section does not apply to the Association or the Developer in connection with activities required or permitted to be performed under this Declaration or any of the other Governing Documents.

### **Section 24.14 Hazardous Waste**

No Person may at any time or for any reason cause or permit the generation, storage, leaking, discharge or disposal of any solid waste, or any other form of toxic, hazardous or regulated substance on any Lot, Common Area or publicly dedicated area in the Community in violation of Applicable Law. Every Owner will have an obligation to immediately notify the Association upon their discovery of any violation of this Section of the Declaration.



### **Section 24.15 Business Activities on Lots in Residential Neighborhoods**

No garage sale, yard sale, moving sale, rummage sale, estate sale, auction or similar activity may be conducted on any Lot within a Residential Neighborhood, without the prior approval of the Executive Board of the Association, or as may be permitted under Rules and Regulations adopted by the Executive Board concerning such activities. Further, no trade or business may be conducted on or from any Lot located in a Residential Neighborhood, except that an Owner or Occupant of a Residence may conduct "home office" business activities within the Residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (ii) the business activity conforms to all Applicable Law, including zoning requirements for the Lot; (iii) the business activity does not involve other Persons coming to or from the Lot for business purposes, who do not otherwise reside in the Residence in which the business activity is conducted; (iv) the business activity does not involve in-person, door-to-door solicitation of any Owners or Occupants in the Community; and (v) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Community, as may be determined in the sole discretion of the Association. The terms "business" and "trade" will have their ordinary and generally accepted meanings, and will include any temporary or permanent, full-time or part-time, occupation, work or activity undertaken on an ongoing basis which involves the providing of goods or services to persons other than the provider's family, and for which the provider receives or expects a fee, compensation or other form of consideration, regardless of whether such activity requires a license or actually generates any profit. The appropriately approved leasing of a Residence will not be considered a trade or business within the meaning of this Section.

### **Section 24.16 Business Activities on Common Areas**

No Owner, Occupant or User may use any portion of any Common Areas for business or trade purposes, as defined in the prior Section, without prior express permission from the Executive Board.

### **Section 24.17 Mineral Exploration**

No Person may at any time or for any reason engage in or permit any activity directly or indirectly related to or associated with the exploration, drilling, digging, excavation, mining, removal, processing, disposal or similar action of or with respect to any minerals or natural resources on or from any Lot or Common Area in the Community.

### **Section 24.18 Health, Safety and Welfare**

Without limiting any other protective covenant or restriction in this Article, no Person may engage in or permit any unlawful act or conduct, or any other act or activity that the Executive Board of the Association may reasonably determine to pose a material and immediate threat to the health, safety or welfare of any Person or property in the Community.

## **Section 24.19 Perpetrators of Sexual Offenses**

### **(a) Prohibition Against Tier III Sex Offenders in Community**

An individual who is classified as a Tier III sex offender under Ohio Revised Code Section 2950.01(G) (“Tier III Sex Offender”) is prohibited from permanently or temporarily occupying any Residence in the Community.

### **(b) Notification of Tier III Sex Offender Status**

If an Owner or Occupant is notified by law enforcement that another Owner or Occupant in the Community is registered as a Tier III Sex Offender, the Owner or Occupant so notified shall promptly notify the Executive Board. In the event that the Executive Board is notified of the presence of a Tier III Sex Offender in the Community, the Executive Board may disseminate such information to the Community at large, as the Executive Board may determine is reasonably necessary and appropriate to protect the general safety and welfare of all Persons in the Community.

### **(c) Limitation of Tier II or Tier I Sex Offenders in Community**

Any individual who is classified as a Tier II sex offender under Ohio Revised Code Section 2950.01(F) (“Tier II Sex Offender”) or who is classified as a Tier I sex offender under Ohio Revised Code Section 2950.01(E) (“Tier I Sex Offender”), is prohibited from utilizing or being present at any Recreation Facilities in the Community, including but not limited to, pools, exercise facilities, playgrounds, tennis courts, and basketball courts. This prohibition applies to Owners, Occupants, Guests and all other classifications of individuals who may be present at a Recreation Facility in the Community. If a Tier II Sex Offender or a Tier I Sex Offender has an active key card, fob or other means of entry to Recreation Facilities in the Community, the Executive Board shall cause the deactivation of that means of entry promptly upon being notified of the status of the individual. In the event that a Tier II Sex Offender violates any condition of his or her parole, probation or any other conditional release program, then the Tier II Sex Offender shall be immediately prohibited from permanently or temporarily occupying any Residence in the Community.

### **(d) Notification of Tier II or Tier I Sex Offender Status**

In the event that the Executive Board is notified of the presence in the Community of a Tier II Sex Offender or a Tier I Sex Offender, the Executive Board may disseminate information to the Community at large regarding the presence of the offender, without including specific identifying information about the offender. Rather, the Executive Board may direct Residents to contact local law enforcement agencies or other sexual offender databases for further specific information.

## **PART SIX – MANAGEMENT OF COMMUNITY**

The success of the Community is dependent upon the support and participation of every Owner in its administration. This Master Declaration establishes

Stonehill Village Community Association, Inc. as the mechanism by which the Owners are to provide that support and participation on a Community-wide basis. This Master Declaration furthermore establishes Neighborhood Societies, through which Owners within a particular Neighborhood will be able to provide input and support as to issues affecting that Neighborhood. While many powers and responsibilities are vested in the Association Board, the Executive Board, and the Neighborhood Societies' Councils, some decisions are reserved for the Owners of Lots in the Community.

## **ARTICLE 25**

### **Structure**

#### **Section 25.01 Overview of Community Management**

Management of a Community the size of Stonehill Village is a complex, but important, matter. This Part of the Declaration explains the private corporate structure established to provide for the continuing management and administration of the Community. The objective is to provide an efficient and effective system that permits and encourages participation by every Owner, without creating unreasonable personal administrative obligations. Every Owner will have a voice in the administration of the Community, but an individual choice as to how involved each Owner may want to become. The management framework is comprised of the Association, as the central administrative body, and several smaller, subordinate organizations known as Neighborhood Societies. The remainder of this Article explains the general purposes of the Association and Neighborhood Societies. The rest of this Part of the Declaration describes the basic structure and authority of the Association and Neighborhood Societies, and the relationships of possible other organizations related to the Community.

#### **Section 25.02 Purpose of Association**

The purpose of the Association is to serve as the predominant entity through which the Owners will manage and administer the entire Community for the benefit of all of the Owners. The Association will own, manage, maintain and operate all of the Common Areas in the Community. Further, the Association will oversee and enforce this Declaration and the other Governing Documents through the Association Board, the Executive Board and various committees.

#### **Section 25.03 Purpose of Neighborhood Societies**

As each Neighborhood is integrated into the Community, the Developer will form a separate Ohio non-profit corporation for that Neighborhood. The legal structure of these Neighborhood organizations will be similar to the Association, but they are referred to in this Declaration as "Neighborhood Societies" in order to differentiate them from the Association. The powers and authority of each Neighborhood Society will be subordinate to the rights, powers and authority of the Association. The primary purpose of each Neighborhood Society will be to provide a forum where Owners in the Neighborhood will have an opportunity to provide input into matters that affect their Neighborhood. Each Neighborhood Society will elect representatives to serve on the Association Board to represent their Neighborhood in the Association. The

Developer hopes that the Neighborhood Societies will serve an important social function within the Community by fostering closer relationships among the Owners in each Neighborhood.

#### **Section 25.04 Effect of Layering Organizations**

The purpose of providing layers of administrative rights and responsibilities through the Association and Neighborhood Societies is to create an efficient system of private democracy within the Community for the management of its affairs. The ultimate power is reserved for the Owner Members, subject only to the rights of the Developer during the Development Period. The Owner Members will exercise most of their rights through their respective Neighborhood Societies. In turn, the Neighborhood Societies will operate the Association through the collective action of their individual representatives. These levels of organization are intended to establish a representative form of management that will reflect the rights and desires of the Owners through a centralized structure. This will enable the individual Owners to be free of the daily responsibilities of overseeing the operation of the Community, while at the same time enhancing the continuity and effectiveness with which the Community as a whole can fulfill the goals and objectives described in this Declaration. The Code of Regulations of Stonehill Village Community Association, Inc., attached as Exhibit E, as well as any Supplemental Declarations and Canons of Order for individual Neighborhoods, provide more detailed information concerning the structure, powers and authority of the Association and Neighborhood Societies, as well as the interrelationship between the levels of management

#### **Section 25.05 Developer's Retained Rights**

Nothing in the following Articles of this Part of the Declaration, or in the Code of Regulations, will be construed to limit, restrict, prohibit or otherwise impair the rights, powers and authority reserved by the Developer under this Declaration during the Development Period. The Developer will retain exclusive power and authority over the composition, management, decisions, and all actions of the Association, Board, Neighborhood Societies, Councils, and other organizations described in this Part throughout the Development Period. No failure of the Developer to exercise its reserved rights, powers or authority with respect to any particular event will be construed as a waiver of the Developer's right to later exercise its rights, powers and authority over the same or different events in the future. All of the rights, powers and authority described in the following Articles of this Part are subordinate and subject to the rights, powers and authority of the Developer during the Development Period, and are provided in this Part of the Declaration to enable an eventual transition from the Developer to the Owners.

## **ARTICLE 26**

### **Stonehill Village Community Association**

#### **Section 26.01 Formation**

The Developer has organized Stonehill Village Community Association, Inc. as an Ohio non-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The Articles of Incorporation for the Association are filed in the office of the Ohio Secretary of State. Further, the Developer, as the sole incorporator of the Association, has adopted a Code of Regulations for the Association (Exhibit E). The Articles and the Code of Regulations are

part of the Governing Documents, and are incorporated into this Declaration by reference to the same extent as if those documents were completely rewritten in this Declaration. By accepting a deed to a Lot in the Community, each Owner acknowledges that they have constructive notice of all terms and conditions of the Articles and Code of Regulations, and that they agree to be bound by all terms and conditions of the Articles and Code of Regulations.

### **Section 26.02 Code of Regulations**

The Code of Regulations for the Association, attached as Exhibit E and incorporated by reference as if fully rewritten herein, describes the structure and authority of the Association, including but not limited to: details of Member types, voting rights, meetings, Association Board composition and operation, Executive Board composition and operation, Officer election and duties, committee composition and operation, powers and authorities of the Association, and referendum and initiative rights of Owner Members.

### **Section 26.03 Prohibited Activities**

The Association Board may, but will not be required to, adopt Rules and Regulations restricting or prohibiting the Association from engaging or participating in certain activities to assure that the Association maintains a neutral position in potentially sensitive issues beyond the normal scope of the Association's purpose and authority that may be opposed or supported by some, but not all, of the Members. Without limiting the authority granted in the preceding sentence, the Association is strictly prohibited from endorsing, sponsoring, encouraging, contributing to, or otherwise sponsoring any candidate for any political office. The Association is further strictly prohibited from initiating, sponsoring, petitioning, supporting, encouraging, opposing or otherwise participating in any attempt to incorporate the Community as a separate municipality, or to annex all or any part of the Community into any other municipality. However, the restrictions in this Section apply only to actions of the Association 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 Association.

### **Section 26.04 Authority over Neighborhood Societies**

The rights and powers of the Association are superior to any and all rights and powers of all Neighborhood Societies. Therefore, by majority vote of the Association Board, the Association will have the right to veto, prohibit, enjoin or modify any action taken or proposed to be taken by any Neighborhood Society if, in the sole discretion of the Association Board, such action conflicts in any respect with the power and authority of the Association, or is or may be detrimental to health, safety, welfare or overall best interests of the Community as a whole.

### **Section 26.05 Subordination to Developer**

During the Development Period, all rights, powers and authority of the Association will be subordinate and subject to the rights, powers and authority of the Developer in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

## **ARTICLE 27**

### **Neighborhood Societies**

#### **Section 27.01 Formation**

Upon creating each new Neighborhood in the Community, the Developer will organize a Neighborhood Society for that Neighborhood as an Ohio non-profit corporation according to the provisions of Chapter 1702 of the Ohio Revised Code. The Articles of Incorporation for a Neighborhood Society will be filed in the office of the Ohio Secretary of State simultaneously with recording the Supplemental Declaration for that Neighborhood. Further, the Developer, as the sole incorporator of the Neighborhood Society, will adopt Canons of Order for that Neighborhood Society and attach the Canons of Order as an Exhibit to the Supplemental Declaration for that Neighborhood. The Articles, Supplemental Declaration and the Canons of Order will become part of the Governing Documents, and are incorporated into this Declaration by reference to the same extent as if those documents were either attached as Exhibits or completely rewritten in this Declaration. The Developer, the Association or the Neighborhood Society will make available complete and accurate copies of the Neighborhood Society Articles and Canons of Order to the Owner, purchaser or prospective purchaser of any Lot in that Neighborhood upon written request. By accepting a deed to a Lot in a particular Neighborhood, each Owner acknowledges that they have constructive notice of all terms and conditions of the Articles, Supplemental Declaration and Canons of Order for their Neighborhood Society, and that they agree to be bound by all terms and conditions of those documents.

#### **Section 27.02 Canons of Order**

The Canons of Order for each Neighborhood Society describes the structure and authority of the Neighborhood Society, including but not limited to: details of Membership, voting rights, meetings, Neighborhood Society Council composition and operation, Officer election and duties, and powers and authorities of the Neighborhood Society.

#### **Section 27.03 Prohibited Activities**

Every Neighborhood Society will be prohibited from engaging or participating in any activities that the Association is prohibited from engaging or participating in under the previous Article of this Declaration. Each Neighborhood Society will further have the power and authority, but will not be required, to adopt Rules and Regulations restricting or prohibiting the Neighborhood Society from engaging or participating in certain activities to assure that the Neighborhood Society maintains a neutral position in potentially sensitive issues beyond the normal scope of the Neighborhood Society's purpose and authority that may be opposed or supported by some, but not all, of its Members.

#### **Section 27.04 Subordination to Developer and Association**

All rights, powers and authority of each Neighborhood Society will be subordinate and subject to the rights, powers and authority of the Developer and the Association in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

## **ARTICLE 28**

### **Other Associations**

#### **Section 28.01 Condominium Associations**

Some Neighborhoods within the Community may be developed under a condominium form of ownership. In those instances, the Neighborhood, or a portion of the Neighborhood will have its own condominium association. If all of a particular Neighborhood is under the jurisdiction of a condominium association, then the condominium association may serve as the Neighborhood Society for that Neighborhood for purposes of this Declaration and the other Governing Documents. However, if only part of a Neighborhood is under the jurisdiction of a condominium association, then a separate Neighborhood Society will be formed for that Neighborhood (in tandem with the condominium association), and each of the Owners of Lots (including condominium units) in that Neighborhood will be Members of that Neighborhood Society. All documents pertaining to the creation and development of a condominium and/or condominium association formed during the Development Period within the Community must be submitted to and approved by the Developer before execution and recording. After the Development Period, the Executive Board will assume the rights of the Developer to review and approve all condominium documents.

#### **Section 28.02 Tax Exempt Organizations**

The Developer or the Association may, but will not be required to, create, participate in, assist, support, contract with, grant rights to, or otherwise facilitate the formation, expansion, administration and/or operation of one or more non-profit, tax-exempt organizations. The scope of this authority, and all other aspects pertaining to such organizations, are more fully described in the Code of Regulations.

#### **Section 28.03 Potential of Other Associations**

Nothing in this Declaration will limit or prohibit the Developer, the Association or any Neighborhood Society from creating, participating in, assisting, supporting, contracting with, granting rights to, or otherwise facilitating the formation, expansion, administration and/or operation of any other type of organization or organizations, as long as such activity does not impair the non-profit status of the Association or any Neighborhood Society under Applicable Law. Furthermore, the creation, support or other form of participation in one or more organizations by the Developer, the Association or any Neighborhood Society for particular purposes, as permitted under this Declaration or the Governing Documents, will not require the Developer, the Association or any Neighborhood Society to create, support or otherwise participate in any other organizations for any other purposes.

#### **Section 28.04 Subordination of Rights**

All rights, powers and authority of every other organization described in this Article will be subordinate and subject to the rights, powers and authority of the Developer and the Association in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

**PART SEVEN – ASSESSMENTS, TAXES AND INSURANCE**

The Assessments described in this Part of the Declaration are established for the common benefit of the Owners in the Community, to ensure the preservation and enhancement of the recreation, scenic enjoyment, health, welfare, and safety of all Owners. The Assessments are structured with the goal of providing the Owners with the highest quality services and standard of living possible, while keeping in mind that fiscal responsibility and equity are vital to the long term success, comfort, and satisfaction of all parties involved.

**ARTICLE 29**  
**Creation of Assessments**

**Section 29.01 Purpose**

In order to carry out its responsibilities under this Declaration and the other Governing Documents, the Association must have a source of funds to cover its costs and expenses. The Association does not have any means of generating income from its normal operations because it is a non-profit corporation. The costs and expenses the Association incurs are directly related to the services the Association provides for the use, benefit and enjoyment of the Owners in the Community. Consequently, the Developer has determined that it is fair and reasonable to charge the costs and expenses of the Association to all of the Owners in the Community for whom the services of the Association are provided or made available. The purpose of the Assessments described in this Part of the Declaration are to provide the Association with a continuing source of funds to cover the current and anticipated costs and expenses the Association incurs in carrying out its responsibilities for the benefit of all of the Owners in the Community.

**Section 29.02 Creation of Assessments**

The Developer declares that Assessments are necessary and incidental to the proper functioning, operation and continuing viability of the Association, and are the foundation upon which the Association will be able to fulfill its obligations to the Owners. All Assessments will be the personal financial obligation of the Owners to whom the Assessments are charged. In order to ensure payment of the Assessments, the Lot of each Owner to whom any Assessment is charged will serve as security for the payment of the Assessments and all late charges, interest and costs of collection, as provided in this Part of the Declaration. By acceptance of a deed to any Lot in the Community, the Owner of the Lot consents to the creation and levy of Assessments, and agrees to pay all Assessments in the manner and at the times required in this Declaration and the other Governing Documents. Except as otherwise specifically provided in this Article, no Owner will be exempt from the obligation to pay all Assessments levied against the Owner and the Owner's Lot in the manner provided in this Part of the Declaration, regardless of whether the Owner in fact makes actual use of the Common Areas of the Community and/or services of the Association, and regardless of the degree of such use.

**Section 29.03 Authority to Establish Reserves**

It is likely that the Association will at times incur extraordinary expenses relating to the maintenance, repair or replacement of its capital assets and other Improvements. Further, it is



possible that the Association may encounter unanticipated expenses for situations that are not within its normal budget. Therefore, the Association is authorized to establish one or more Reserves of the type(s) and in the amount(s) that the Executive Board, and applicable law, determines to be necessary and reasonable to assure adequate availability of funds for these circumstances. The funds to create and maintain the Reserve(s) may be included in the Association's annual budget and assessed as part of the General Assessment.

#### **Section 29.04 Authority to Maintain Surplus**

The Association may also from time to time realize an excess of budgeted and collected Assessments over the actual expenses for the year. The Association is authorized to retain any such surplus, and to carry the surplus over to the following year to the next. The Executive Board will have the discretion each year to determine whether to: (i) apply all or any portion of a surplus toward the budgeted expenses for the next year; or (ii) maintain all or any portion of a surplus as a separate surplus item on the budget for the next year, in such amount and for such period of time as the Executive Board may determine; or (iii) apply all or any portion of a surplus toward Reserves. In no event will the Association be obligated to refund all or any portion of a surplus, or to apply all or any portion of a surplus to the reduction of the amount of any subsequent Assessments.

#### **Section 29.05 Authority to Enter into Contracts**

The Association will have the authority to perform all or any part of its administrative responsibilities relating to Assessments through its own officers, employees or volunteers. In the alternative, the Association is also authorized to enter into contracts with any third Person, including without limitation the Developer or a Related Entity, for the purpose of assisting in the preparation of budgets, billing and collection of Assessments, and/or to otherwise assist in or perform any other administrative obligations of the Association relating to Assessments. The Association may pay a reasonable charge for these third Person services, as determined by the Executive Board. Any third Person contractor will be required to perform its services in strict compliance with this Declaration, the other Governing Documents, and the policies, procedures and directives adopted by the Association.

#### **Section 29.06 Developer's Option to Fund Budget Deficits**

The Developer acknowledges that the Association may experience budget deficits for a period of time during the early stages of development of the Community. During any period in which the Association is not financially stable, the Developer will have the option, but not an obligation, to provide sufficient funds to reduce or eliminate any actual or anticipated deficits in the Association's annual budget. If the Developer exercises this option at any time, the Developer will have the discretion to: (i) loan the necessary funds to the Association on such repayment terms as the Developer and the Association may agree; or (ii) pay the full amount of Assessments that could be charged on the Developer's unsold Lots if those Lots were not otherwise exempt under this Declaration; or (iii) pay a portion of those Assessments in an amount equal to the amount of the actual budget deficit for that year; or (iv) donate or contribute to the Association the amount necessary to eliminate or reduce the budget deficit without any expectation of repayment. Any payments from the Developer to the Association as permitted in this Section may be made in cash, by in-kind goods, materials or services, or partly in cash

and partly in-kind, if the Developer's in-kind funding under this Section is not a donation or contribution, the Association will be authorized to enter into such written contracts for the goods, materials or services as the Developer may reasonably require.

### **Section 29.07 Exemptions from Assessments**

Notwithstanding any provision of this Declaration to the contrary, the Developer and all Related Entities will be exempt from the obligation to pay any type of Assessment at any time, whether during or after the Development Period. In addition, the following properties will be exempt from the obligation to pay any type of Assessment, and from the lien of such Assessments: (i) all Common Areas; (ii) all portions of the Property or any Lot now or in the future owned by the Robert W. Nutter or Mary C. Nutter, or any trust or entity created by either of them or managed for the benefit of either of them; (iii) all portions of the Exempt Property; (iv) all portions of the Voidable Property; (v) all portions of the Additional Property, until such time as it is activated as part of the Community by recording a Plat creating Lots; (vi) any portions of the Property dedicated to and accepted by any governmental authority or public utility; and (vii) any other type of property for which the Association may grant an exemption by resolution of its Association Board. Except as provided in this Section, no Owner may claim any exemption or diminution from liability for Assessments because of non-use of any Common Area, abandonment of a Lot, or any other reason.

## **ARTICLE 30**

### **Types of Assessments**

#### **Section 30.01 Overview of Basic Assessment Types**

The Association may levy Three (3) basic types of Assessments: (i) General Assessments; (ii) Limited Assessments; and (iii) Special Assessments. Further, there are several different types of Special Assessments. The Association will have the right to rename any type of Assessments, or to create additional subcategories of the basic Assessments, as long as the effect of the Assessments remains consistent with the general intent, purpose and authority described in this Part of the Declaration. This Article describes each type of Assessment in more detail.

#### **Section 30.02 General Assessments**

The Association will each year levy General Assessments to cover the normal, anticipated Common Expenses of the Association, as determined in the Association's annual budget. All General Assessments will be allocated among and charged equally to all Owners in the Community, and will be payable on the same terms for all Owners, regardless of the size, location, type, value or any other differentiating factor of the Owner's Lot, unless specifically excepted in the Supplemental Declaration for the Neighborhood where the Lot is located. General Assessments will represent the primary source of funds to cover the Common Expenses incurred by the Association in carrying out its obligations under this Declaration and the other Governing Documents.

### **Section 30.03 Limited Assessments**

At any time in which the Community contains any Limited Common Areas, then the Executive Board will determine the normal, anticipated Common Expenses relating to that Limited Common Area, which will be separately identified on the Association's annual budget. The Common Expenses attributable to the Limited Common Areas will be assessed as Limited Assessments. All Limited Assessments will be allocated among and charged equally to only those Owners in the Community for whom the Limited Common Areas are made available for their use and enjoyment, and will be payable on the same terms for all such Owners, regardless of the size, location, type, value or any other differentiating factor of the Owner's Lot. Limited Assessments will represent the primary source of funds to cover the Common Expenses incurred by the Association in carrying out its obligations under this Declaration and the other Governing Documents concerning Limited Common Areas.

### **Section 30.04 Special Assessments**

Some costs and expenses incurred by the Association may not be anticipated within the Association's annual budget, or may not be properly chargeable against all or a portion of the Owners in the Community as a General Assessment or a Limited Assessment. Therefore, the Association is authorized to levy Special Assessments to cover such costs and expenses. Special Assessments include, without limitation, an allocable share of: (i) the cost to repair any uninsured damage to Common Areas for which no Owner is responsible; or (ii) the cost to construct or install any additional Improvement to the Common Area; or (iii) the cost of taking any extraordinary action for the benefit of the Association or the Society of any Neighborhood, the Members or any portion of the Common Area; or (iv) Compliance Assessments; or (v) Preliminary Membership Assessments; or (vi) any other cost or expense not otherwise covered by General Assessments or Limited Assessments. The Executive Board of the Association has the power to determine the necessity and amount of any Special Assessment, and to which Owner(s) and/or Lot(s) a Special Assessment should be levied. However, any particular Special Assessment that exceeds Ten Percent (10%) of the Association's total annual budget for the year immediately preceding that in which the Special Assessment is proposed must be approved in advance by majority vote of the Association Board. Special Assessments will be payable in the manner and at the times as determined by the Executive Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### **Section 30.05 Preliminary Membership Assessment**

The Association is authorized to charge and collect a type of one-time Special Assessment, referred to as a Preliminary Membership Assessment, for the purpose of creating the necessary source of operating funds for the Association as Lots are added to the Community. At the time of closing on the original sale of each Lot in the Community, the purchaser of the Lot will be required to pay to the Association a Preliminary Membership Assessment. The amount of the Preliminary Membership Assessment will be determined by the Executive Board of the Association, but may not exceed Twenty-Five Percent (25%) of the amount of the annual General Assessment then in effect for the fiscal year in which the closing takes place. The Preliminary Membership Assessment will be shown on the settlement statement at closing and paid to the Association as a settlement disbursement. This type of Assessment will only apply

the first time each Lot is sold, but will not apply to subsequent sales of the same Lot. The Preliminary Membership Assessment is not refundable, and will not be credited against any other Assessments established under this Article.

### **Section 30.06 Compliance Assessments**

The Association will also have the authority to levy a type of Special Assessment, known as a Compliance Assessment, against any Owner who fails to comply with any of the requirements of this Declaration or the other Governing Documents, and who fails to correct the noncompliance after notice from the Association in the manner provided in the Governing Documents. The purpose of the Compliance Assessment is to reimburse the Association for its costs and expenses incurred in connection with enforcement of this Declaration and the Governing Documents, and to more effectively enable the Association to enforce this Declaration and the Governing Documents. This includes, without limitation, (i) the costs incurred by the Association to repair any damage to Common Areas for which an Owner is responsible; or (ii) any other costs incurred by the Association to bring the Owner or Lot into compliance with the Declaration or any of the other Governing Documents; or (iii) the amount owed to the Association as a result of any disciplinary proceedings against an Owner as provided in the Declaration or any of the other Governing Documents; or (iv) any other costs and expenses incurred by the Association in connection with the enforcement of the Declaration or any of the other Governing Documents.

### **Section 30.07 Individual Services Assessments**

The Association may, but will not be required to, offer and provide special services to some or all of the Owners in the Community. The types and availability of, and charges for, these services, if any, will be determined from time to time by the Executive Board. In general, these special services will be designed to utilize resources already owned by or available to the Association which can provide further conveniences to the Owners who may desire these services. Examples may include lawn care, landscape maintenance, organic waste disposal and composting, and lessons for or participation in various recreational activities. If the Association makes any individual services available, the Association will have the authority to either directly charge the Owner a fee for the services payable directly as rendered, or to assess the Owner for the services by means of a type of Special Assessment known as an individual Services Assessment. If the charge is payable directly as the services are rendered, but the Owner fails to pay the charge within the terms established by the Executive Board, the unpaid balance due will automatically become an Individual Services Assessment enforceable against the Owner's Lot in the same manner as all other Assessments under this Part of the Declaration. Nothing in this Section will be construed to ever obligate the Association to develop or offer any type of individual services, or to continue any type of individual services once commenced.

## **ARTICLE 31**

### **Determination and Payment of Assessments**

#### **Section 31.01 Budgets**

The Association will determine the amount of Assessments required for each fiscal year by adopting an annual budget for the Association. At least Sixty (60) days before the beginning of each fiscal year, the Executive Board will complete its preparation of a proposed budget, which must be approved by majority vote of the Executive Board. The proposed budget will then be submitted to the Association Board for consideration and approval, at least Thirty (30) days before the beginning of the next fiscal year. The Association Board will have the authority to approve the budget as proposed by the Executive Board, or to make such modifications to the budget as the Association Board may deem necessary or appropriate. The final budget of the Association for the next fiscal year must be adopted by majority vote of the Association Board. The budget, as finally adopted by the Association, will be made available for inspection and copying by any Owner upon written request. Each budget will contain, at a minimum, the components described below:

**(a) General Assessment Budget**

The General Assessment section of the budget will separately identify, as near as possible, the anticipated fixed and variable Common Expenses of the Association that are properly allocable as a General Assessment. This budget section will also take into account and identify anticipated surpluses to be carried forward from previous years. The current balance of all Reserve portions of the General Assessments, and all contributions to be made to those Reserves in the coming year, will also be separately identified on the budget.

**(b) Limited Assessment Budget**

The Limited Assessment section of the budget will separately identify, as near as possible, the anticipated fixed and variable Common Expenses of the Association relating to Limited Common Areas that are properly allocable as a Limited Assessment. Limited Assessments for each different Limited Common Area will be shown separately on the budget. This budget section will also take into account and identify anticipated surpluses to be carried forward from previous years. The current balance of all Reserve portions of each Limited Assessment, and all contributions to be made to those Reserves in the coming year, will also be separately identified on the budget.

**(c) Special Assessment Budget**

If the Executive Board determines that any Special Assessments will be charged in any year, a description and amount of those Special Assessments will be separately identified in the budget. However, Compliance Assessments and Individual Service Assessments will not need to be shown on the budget, unless the Association desires to include the anticipated totals of those Assessments for the year on the budget.

**(d) Developer's Discretionary Payments**

If the Developer has made, or promised to make, any loans, advances or contributions toward the budget in a particular year, the amount paid or payable by the Developer, and any terms or repayment, will be shown separately on the budget.

**Section 31.02 Determination of Assessments**

As soon as the Association has adopted the annual budget for the next fiscal year, the Executive Board will determine and set the Assessments to be levied. The allocable share of General Assessments to be charged to Owners will be the total of all General Assessments under the budget divided by the sum of: (i) the number of non-exempt Lots in the Community already sold, less those specifically excepted from the General Assessment by the Supplemental Declaration for that Neighborhood; plus (ii) the number of non-exempt Lots for which the Developer then has a binding contract to sell, less those specifically excepted from the General Assessment by the Supplemental Declaration for that Neighborhood. Unless an alternate calculation is specifically stated in the Supplemental Declaration for the Neighborhood in which the assessable Limited Common Area is located, the allocable share of each type of Limited Assessment to be charged to each Owner to whom that Assessment applies will be the total of that type of Limited Assessment under the budget divided by the sum of: (i) the number of non-exempt Lots already sold that are benefitted by that assessable Limited Common Area; plus (ii) the number of those benefitted non-exempt Lots for which the Developer then has a binding contract to sell. Special Assessments will be allocated among the Owners in a manner determined by the Board to be fair and equitable in relation to the reason for the Special Assessment. All Compliance Assessments and Individual Services Assessments will be determined and charged individually to the appropriate Owner(s) only.

**Section 31.03 Effective Date of Assessments**

The Assessments determined under this Article will become the personal obligation of the Owners to whom the Assessments are charged effective as of the first day of the Association's fiscal year, unless otherwise specifically stated in the notice of Assessment provided to the Owners by the Executive Board.

**Section 31.04 Time to Pay Assessments**

The Executive Board has the authority to determine the time or times in which the Assessments will be billed and paid. In particular, the Executive Board may require payment of the Assessments in one annual lump sum, or in quarterly or monthly installments. The Executive Board may change the payment terms from year to year, but the payment terms will be the same for all Owners impacted by each Assessment. If the Association fails to set Assessments for any particular fiscal year, or fails to deliver notice of the Assessments to an Owner, such failure will not be deemed a waiver, modification or a release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay the same amount of Assessments on the same terms as the preceding fiscal year until the Owner receives written notice of a new Assessment. The Association will have the right to retroactively assess any difference between

the amounts the Owner actually paid during that period and the amounts payable under the new Assessment rate.

### **Section 31.05 Commencement of Liability for Assessments**

Every Owner's liability for payment of Assessments will commence on the date the Owner closes on the purchase of the Lot and accepts delivery of the deed for the Lot. Subject to the provisions in this Declaration regarding liability for unpaid or delinquent Assessments, all current Assessments then levied on a Lot for the fiscal year in which the Lot is sold will be prorated on a per diem basis between the former Owner and the purchaser, unless otherwise agreed in writing between the seller and purchaser. However, proration between the seller and purchaser will not affect the obligations of either party for payment of Assessments in the manner provided in this Declaration, and will not delay the due date of the next installment of Assessments to become payable in connection with that Lot.

### **Section 31.06 Financial Compliance Certificate**

Upon request by an Owner or purchaser of a Lot, the Association will prepare and provide a Financial Compliance Certificate in the manner described in Part Two of this Declaration. The Financial Compliance Certificate is separate from the Non-Financial Compliance Certificate, which is addressed in more detail in the DRS and its Rules and Regulations. Together, the Financial Compliance Certificate and the Non-Financial Compliance Certificate create the certification needed to satisfy the requirements of Part Two of this Declaration. The Financial Compliance Certificate will reveal the current status of all Assessments levied against the Owner and the Lot, including the total amount of all Assessments for the current fiscal year, the amount already paid, the balance remaining to be paid, whether any portion of the Assessment is delinquent, and the amount, if any, of any late charges, interest or other costs of collection attributable to those Assessments. The Association may make a reasonable charge for the issuance of a Financial Compliance Certificate, which must be paid at the time of submitting the request for the Financial Compliance Certificate. The effect of the Compliance Certificate with respect to Assessments will be the same as for any other violations or delinquencies as provided in Part Two of this Declaration.

### **Section 31.07 Rules and Regulations**

The Association will have the authority to adopt Rules and Regulations concerning more specific procedures regarding the preparation, adoption and disclosure of annual budgets, and the billing and collection of Assessments, as long as those procedures are consistent with this Declaration and the other Governing Documents.

## **ARTICLE 32**

### **Nonpayment of Assessments**

#### **Section 32.01 Nonpayment and Remedies**

Nonpayment of any Assessment when due will constitute a material violation of this Declaration by the Owner from whom the Assessment is payable. If such violation occurs, the Association will have the right to pursue any remedies provided in this Declaration for

enforcement and collection of the Assessments and all other applicable late charges, interest and costs of collection.

### **Section 32.02 Late Charge**

The Association will have the authority to impose and collect a late charge if any installment of Assessments is not paid when due. The late charge will be an amount determined by the Executive Board, but may not exceed Ten Percent (10%) of the delinquent amount. The Executive Board will also have the right to set the number of days past due an installment of Assessments must be before the late charge applies. All late charges imposed by the Association must be consistently applicable to all Owners.

### **Section 32.03 Interest on Delinquent Assessments**

The Association will also have the authority to impose and collect interest on any installment of Assessments that is not paid within Thirty (30) days of the due date. The interest rate will be a percentage determined by the Executive Board, but may not exceed the lesser of: (i) Eighteen Percent (18%); or (ii) the maximum rate permitted under Applicable Law. The Executive Board will also have the right to increase the number of days past due an installment of Assessments must be before the interest applies. All interest imposed by the Association must be consistently applicable to all Owners.

### **Section 32.04 Lien of Assessments**

In order to secure payment of Assessments, the Association will have a lien on each Lot in the manner described in this Section.

**(a) Creation of Lien**

All Assessments charged to an Owner will automatically constitute a lien on the Lot of that Owner. The lien will also secure payment of all late charges, interest and costs of collection, as provided in this Declaration.

**(b) Effective Dates**

The lien of an Assessment will become effective as of the first day of the fiscal year in which the Assessment applies.

**(c) Perfection of Lien**

The lien of an Assessment will be automatically perfected, and will continue to encumber the Lot until the Assessment and all late charges, interest and costs of collection are paid in full, or otherwise discharged in the manner provided in this Declaration. No additional actions on the part of the Association will be necessary, and no additional documents or instruments will be required to be recorded, in order to perfect the lien.

**(d) Notice of Lien**

If an Assessment is past due more than Thirty (30) days, the Association may, but will not be required, to file notice of the existence and amount of the lien in the Recorder's Office of Greene County, Ohio. However, the lien of the Assessment will be automatic and continuing regardless of whether or not the Association records such a notice.



**(e) Priority of Lien**

The lien of the Assessment will constitute the first and best lien on the Lot, binding upon the Owner, and the Owner's heirs, beneficiaries, administrators, executors, legal representatives, successors and assigns, and superior to any and all other charges, liens, or encumbrances which may in any manner arise or be imposed upon the Lot, except the following: (i) liens for real estate taxes or public assessments which under the terms of Applicable Law are made superior to the lien of the Assessment; and (ii) a lien of a Qualified Mortgagee on the subject Lot.

**(f) Subordination of Lien**

The Association may, but will not be required to, subordinate the lien of the Assessment to the interest of any other lien holder if the Association determines, in its reasonable discretion, that subordination of the lien will enhance, or will not materially impair, the reasonable prospect of collecting the Assessment.

**(g) Extinguishment of Lien**

Upon full payment of an Assessment, including all applicable late charges, interest and costs of collection, the lien of the Assessment will be automatically extinguished. If the Association has recorded a notice of lien with the Recorder of Greene County, Ohio, the Association will record a release of that lien upon full payment. The Association will not have any obligation to file any notice indicating the partial release of any lien. No sale or transfer of any Lot will affect or extinguish the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure will extinguish the Assessment lien as to any payment which becomes due prior to the sale or transfer. The extinguishment of any particular Assessment as set forth in this subsection will not have any affect upon the automatic perfection of future Assessments.

**(h) Delinquency and Acceleration**

If any installment of an Assessment is past due more than Thirty (30) days, then in addition to any other remedies available to the Association under this Declaration or the Governing Documents, the Association may accelerate the due date of all assessments relating to the Lot, and declare that the full amount of all Assessments for that fiscal year are immediately due and payable without further notice or demand.

## **ARTICLE 33**

### **Public Assessments**

#### **Section 33.01 Distinction**

The Assessments described in this Part of the Declaration are private assessments payable to the Association as an ordinary and necessary requirement of providing for the effective operation of the Community. However, these Assessments of the Association are in addition to, and not to the exclusion of, and other general or special assessments that may at any time be levied by any Government Entity against the Common Area or any Lot. Such public

assessments of any Government Entity are separate and distinct from the Assessments of the Association, and are not controlled by this Declaration in any respect.

### **Section 33.02 Owners' Obligations**

Every Owner will be personally responsible for payment of all assessments levied against the Owner's Lot by any Government Entity, without any claim for contribution from the Association, or off-set against the Assessments of the Association.

### **Section 33.03 Association's Obligations**

All assessments levied by any Government Entity against any Common Area or other property of the Association will be the responsibility of the Association as a Common Expense, and will be allocated among and charged to the Owners in the Community as an Assessment. Public assessments payable by the Association will be itemized on the Association's annual budget.

## **ARTICLE 34**

### **Real Estate Taxes**

#### **Section 34.01 Owners' Obligations**

Every Owner will be personally responsible for payment of all real estate taxes levied against the Owner's Lot by any Government Entity, without any claim for contribution from the Association, or off-set against the Assessments of the Association.

#### **Section 34.02 Association's Obligations**

All real estate taxes levied by any Government Entity against any Common Area will be the responsibility of the Association as a Common Expense, and will be allocated among and charged to the Owners in the Community as an Assessment. Real estate taxes payable by the Association will be itemized on the Association's annual budget.

## **ARTICLE 35**

### **Insurance and Indemnification**

#### **Section 35.01 General**

Protection of the assets of the Association is necessary to assure the continuing viability of the Association and each Owner's investment in the Community. Therefore, the Association is required to obtain and maintain in full force and effect at all times the policies of insurance described in this Article. All policies of insurance obtained by the Association will be in the name of the Association as insured, and will name all Neighborhood Societies and mortgagees of the Association as additional insureds, to the extent possible. The Developer will also be named as an additional insured of each policy during the Development Period. If any insurance coverage required in this Article is not available, or is available only at a cost that in the discretion of the Executive Board is not economically feasible to obtain, the Association will obtain a substitute form of insurance or other protection most nearly equivalent to the required coverage in order to adequately protect the rights and interests of the Association. The Executive Board will review the terms, conditions, coverages and costs of each policy of

insurance annually, or at such other intervals as the Executive Board may deem necessary or reasonable. Further, the Executive Board will have the authority to change insurance agents or providers at any time if, in the discretion of the Executive Board, such change would be beneficial for the Association and would not diminish the coverage and protection required in this Article. All premiums for policies of insurance required or permitted to be obtained by the Association under this Article will be deemed to be a Common Expense, and will be included in the Assessments levied by the Association.

### **Section 35.02 Public Liability Insurance**

The Association will obtain and maintain one or more policies of comprehensive public liability insurance insuring the Association and all of its additional insureds, and their employees, agents and volunteers, against all forms of liability for injury to or death of any persons, or damage to or destruction of any property, arising out of or in connection with the ownership, occupation, use, maintenance and/or repair of all Common Areas and other property of the Association. The limits of liability for the insurance required under this Section will not be less than Three Million Dollars (\$3,000,000.00) for each single occurrence, including the primary policy and any umbrella coverages. If the Federal Home Loan Mortgage Company (“FHLMC”), and/or the Federal National Mortgage Association (“FNMA”) participate in the financing of any Lots, the limits of liability for the insurance under this Section will not be less than the minimum amounts required under the then existing FHLMC and FNMA regulations.

### **Section 35.03 Casualty and Fire Insurance**

The Association will also obtain and maintain one or more policies of casualty and fire insurance, with extended coverage endorsements, in an amount equal to the full replacement cost of all Improvements and other insurable portions of the Common Areas, and all other insurable property of the Association. Full replacement cost will be determined by reference to the cost of replacement in the metropolitan Dayton, Ohio, area, without deduction for depreciation or co-insurance.

### **Section 35.04 Fidelity Bonds**

In order to protect against dishonest or illegal acts of trustees, officers, employees, agents and volunteers of the Association, the Association will obtain and maintain fidelity insurance or bond coverage. This coverage will apply to all Persons who handle, have responsibility for handling, or have access to any funds of the Association, regardless of whether such Persons are compensated for their services. The fidelity coverage will be in an amount no less than to the full amount of the anticipated gross annual Assessments levied by the Association.

### **Section 35.05 Trustee and Officer Liability Insurance**

The Association will also obtain and maintain trustee and officers liability insurance in such amounts and on such terms as the Association may determine to be necessary or beneficial to protect those individuals who serve in such capacities on behalf of the Association from liability for their official acts or omissions.

### **Section 35.06 Other Coverages**

The Association will also obtain and maintain all coverages required under Applicable Law, including without limitation worker's compensation and unemployment compensation coverage for all employees of the Association. Further, the Association will have the authority, but not any obligation, to obtain and maintain such other forms of insurance as the Association may determine to be necessary or beneficial for the protection and/or preservation of the Association, its Common Areas and other assets, Neighborhood Societies or any other aspect of the Community. The form, terms and conditions and all other aspects of these additional coverages will be determined at the sole discretion of the Executive Board.

### **Section 35.07 Repair and Reconstruction**

Promptly after the occurrence of any damage to or destruction of any property covered by insurance carried by the Association, the Association or its authorized agent will file all insurance claims and comply with all other requirements of the applicable policy necessary to preserve protection under the policy. Any damage to or destruction of the Common Areas or other property of the Association will be repaired, replaced or reconstructed to substantially the same condition as it existed prior to the damage or destruction, and in compliance with then existing Applicable Law. However, if the Association Board determines by at least Seventy-Five Percent (75%) of their voting power that it is not in the best interest of the Association and its Members to repair, replace or reconstruct all or any portion of the damaged or destroyed property, the Association will apply the proceeds of the insurance in the manner provided in the following Section regarding treatment of excess proceeds. The Association will make this determination within Sixty (60) days after the date of the loss, or as soon as possible after all relevant information concerning the loss and the cost of repair, replacement or reconstruction is available to the Association. No mortgagee will have the right to participate in or otherwise control the Association's determination of whether the damage or destruction will be repaired, replaced or reconstructed. If the Association decides not to repair, replace or reconstruct any damaged or destroyed property, the Association will be obligated to restore the affected area in a safe, neat and attractive manner. If the Association decides to repair, replace or reconstruct any damaged or destroyed property, and the available insurance proceeds are not sufficient to cover the costs of repair, replacement or reconstruction, the Association may levy an appropriate Special Assessment to cover the shortage.

### **Section 35.08 Treatment of Excess Proceeds**

The Association will retain any insurance proceeds remaining after paying the costs of repair, replacement or reconstruction of damaged or destroyed property of the Association, or after settlement of any insurance claims for damage or destruction that the Association determines not to repair, replace or reconstruct. If the Association has decided not to repair, replace or reconstruct any damaged or destroyed property of the Association to its original condition, the Association Board may approve, by affirmative vote of at least Seventy-Five Percent (75%) of their voting power, the construction, installation or acquisition of alternative or additional Improvements or assets that they believe are in the best interest of the Association and its Members. Any excess insurance proceeds not used for the purpose of alternative or additional improvements or assets will be held in a capital improvements account or other Reserve

established by the Association. This requirement is for the benefit of mortgagees and may be enforced by the mortgagee of any affected Common Area or Lot.

### **Section 35.09 Policy Requirements**

All policies of insurance required or permitted to be obtained by the Association under this Article will be issued in the name of the Association as the insured, and will be evidenced by appropriate certificates of insurance describing the coverages obtained and identifying all additional insureds, if any. All insurance policies must be written with a qualified insurance company which is properly licensed and authorized to conduct business in the State of Ohio, and which carries an "A" or better rating under the prevailing insurance industry rating system. The Association will make all certificates of insurance available for inspection by any Owner during reasonable business hour upon written request. Each insurance policy may contain a reasonable deductible, but the amount of the deductible will not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Article. In the event of an insured loss, the deductible will be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Association reasonably determines that the loss is the result of the negligence or willful misconduct of one or more Owners, or their Occupants or Users, then the Association may specifically assess the full amount of such deductible against the responsible Owner(s) and their Lots. Without limiting any other requirements the Association may impose, the Association may require any policies of insurance to contain: (i) a waiver of contribution with insurance purchased by individual Owners, Occupants, or their mortgagees; (ii) an agreed amount endorsement if the policy contains a co-insurance clause; (iii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; (iv) an endorsement excluding any individual Owners' policies of insurance from consideration under any "other insurance" clause; (v) an endorsement requiring at least Thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal; (vi) a cross-liability provision; and (vii) a provision vesting in the Association exclusive authority to adjust losses, in cooperation with any mortgagee of the Association, if required.

### **Section 35.10 Indemnification of Developer, Association and Related Parties**

The Association and each Neighborhood Society has the authority to indemnify its trustees, officers, committee members, employees, agents and volunteers in the manner permitted under the Ohio Revised Code. The scope, purposes and extent of this indemnification is described in the Articles, Code of Regulations or Canons of Order of the Association and Neighborhood Societies.

### **Section 35.11 Owners' Insurance Options**

Every Owner of a Lot in the Community will be responsible for obtaining and maintaining any insurance coverages the Owner may desire relating to the protection of the Owner and the Owner's Lot, Improvements, personal property and liability, without any contribution from or claim against the Association, the Developer or any Neighborhood Society. No policies of insurance obtained by any Owner may adversely affect or diminish any coverages or protection

under insurance obtained by the Association. If any loss intended to be covered by insurance carried by the Association occurs and the proceeds payable under such insurance are to be reduced in whole or in part because of any insurance carried by any Owner, then to the extent of such reduction, the Owner will be unconditionally obligated to assign the proceeds of the Owner's insurance to the Association. All policies of insurance obtained by any Owner must contain a waiver of subrogation against the Association, the Developer, all Neighborhood Societies, and their respective employees and agents, to the extent such waiver is obtainable. Nothing in this Declaration or any of the other Governing Documents will be construed to require or imply that the Association, the Developer or any Neighborhood Society will or has obtained any form of insurance coverage on or for the benefit of any Owner, or any Owner's Lot, Improvements or personal property. Further, nothing in this Declaration or any of the other Governing Documents will be construed as imposing upon the Association, the Developer or any Neighborhood Society an obligation to indemnify, hold harmless or defend any Owner, Occupant or User against any form of loss or liability.

## **PART EIGHT – ENFORCEMENT AND REMEDIES**

Creating a Community in which people enjoy living, working and playing requires sensitivity to the rights and interests of all within the Community. The ability to enforce this Declaration is imperative to assure the protection of those rights and interests. However, good faith efforts to resolve disputes amicably is an important part of maintaining good relationships. Therefore, the Developer has established the structure of enforcement and remedies described in this Part in an effort to create a balance between the need for strong enforcement with the aspiration of fostering better relations when disputes arise.

### **ARTICLE 36**

#### **Enforcement**

##### **Section 36.01 Who May Enforce**

The Developer, Association, any Neighborhood Society, and all Owners, have the right to enforce this Declaration and all of the other Governing Documents in the manner, and subject to the terms and conditions, in this Part Eight of the Declaration.

##### **Section 36.02 Enforcement by Subsequent Owners**

All Owners will have the right to privately enforce this Declaration or any of the other Governing Documents, regardless of whether the violation giving rise to the Claim occurred before or after the time Owner seeking enforcement obtained title to a Lot.

##### **Section 36.03 Limitations on Enforcement by Owners**

The rights of any Owner to enforce this Declaration and the other Governing Documents are subordinate to the right of enforcement granted to the Developer, Association, or any Neighborhood Society. Therefore, no Owner may pursue the enforcement of this Declaration or any of the other Governing Documents during any period of time in which the Developer, Association, or any Neighborhood Society is then attempting or pursuing any remedies to

enforce the same violation. The purpose of this limitation is to avoid duplication of enforcement efforts, and to recognize that enforcement by the Developer, Association, or any Neighborhood Society is for and on behalf of the Community as a whole.

#### **Section 36.04 Notice of Violation**

Except in the case of an imminent threat to the safety of any Person, or danger of damage or destruction of any property, or other form of emergency, any Person alleged to be in violation of this Declaration or any of the other Governing Documents will be entitled to reasonable prior written notice of, and an opportunity to cure, the violation before pursuit of any remedy provided in this Declaration. The notice of violation may also state any fines or other penalties that the Owner might face if the violation is not timely cured. For purposes of this Section, the combined period of reasonable notice and opportunity to cure is Ten (10) days after receipt of the notice, unless the facts and circumstances of the violation clearly indicate that the violation cannot, with the exercise of reasonable diligence, be cured within that time. However, if a different time period is stated in any of the Governing Documents regarding a particular type of violation, then the time period in the applicable Governing Document will control.

#### **Section 36.05 Compliance Order**

The Association, through the Executive Board or the DRB, will have the right to issue a Compliance Order to any Person who is, or is anticipated to become, in violation of any provisions of the Governing Documents. The Compliance Order may also state any fines or other penalties that the Owner might face if the violation is not timely cured. Failure to abide by the terms of the Compliance Order within the time stated (but if no time is stated, within Ten (10) days after receipt of the Compliance Order) will entitle the Developer or the Association to immediately pursue any available remedies under this Declaration, including without limitation injunctive relief, without any further notice or opportunity to cure.

#### **Section 36.06 Stop Work Order**

The Association, through the Executive Board or the DRB, will also have the right to issue a Stop Work Order to any Person who is, or is anticipated to become, in violation of any provisions of the Governing Documents involving Work on Improvements. Issuance of a Compliance Order is not a prerequisite to the issuance of a Stop Work Order. Failure to abide by the terms of the Stop Work Order will entitle the Developer or the Association to immediately pursue any available remedies under this Declaration, including without limitation injunctive relief, without further notice or opportunity to cure.

#### **Section 36.07 Pursuit of Remedies**

The failure of any Person to cure a violation of this Declaration or any of the other Governing Documents after proper notice, as required under this Article, will entitle the Developer, Association, any Neighborhood Society, or any Owner to pursue any or all legal and equitable remedies available under Applicable Law, subject only to the requirements in the Article entitled "Alternative Dispute Resolution" later in this Part Eight.

### **Section 36.08 No Waiver of Right to Enforce Existing Violations**

The failure of the Developer, Association, any Neighborhood Society, or any Owner, to enforce any violation of this Declaration or any of the other Governing Documents will not constitute a waiver, estoppel, or laches as to the right to seek any remedies pertaining to the original violation at a later date.

### **Section 36.09 No Waiver of Right to Enforce Coexisting or Subsequent Violations**

The failure of the Developer, Association, any Neighborhood Society, or any Owner to enforce any violation of this Declaration or any of the other Governing Documents will not constitute a waiver, estoppel or laches as to the right to seek remedies pertaining to any coexisting or subsequent violations of the same nature.

### **Section 36.10 No Waiver of Strict and Exact Compliance**

The failure of the Developer, Association, any Neighborhood Society, or any Owner to insist upon strict and exact compliance with any provision of this Declaration or any of the other Governing Documents at any particular time, or by any particular Person or Persons, will not constitute a waiver, estoppel or laches as to the right to later seek remedies pertaining to the original violation, or any concurrent or subsequent violation, by any existing or subsequent Owner. No custom or practice at variance with the terms of this Declaration or any of the Governing Documents will constitute a waiver of the right to later demand strict and exact compliance with terms and conditions of this Declaration or any of the Governing Documents. However, this Section is subject to any protections a subsequent Owner may have by virtue of a Compliance Certificate, as provided in this Declaration.

## **ARTICLE 37 Remedies**

### **Section 37.01 Right to Abate**

The Developer and/or the Association may, but are not obligated to, after reasonable advance notice to the affected Owner, enter upon any Lot for the purpose of abating, removing and/or correcting any violation, or attempted or anticipated violation, of any of the provisions of this Declaration or any of the other Governing Documents. Except in the case of emergencies, any such action by the Association must be approved in advance by a resolution of the Executive Board. All costs, expenses or charges incurred by the Association in abating, removing and/or correcting any violation will be at the expense of the affected Owner, and may be assessed against the Owner and the Lot as a Compliance Assessment, or collected directly as monetary damages under this Article. No other Person, including without limitation any Owner or Neighborhood Society, will have a right to pursue any form of "self-help" remedies under any circumstances.

### **Section 37.02 Suspension of Voting Rights and Privileges**

The Association may, after reasonable notice, temporarily suspend an Owner's voting rights and other privileges for any violation of this Declaration or any of the other Governing



Documents. Suspension of voting rights and other privileges in the Association will automatically and concurrently suspend the voting rights and other privileges of the affected Owner in the Neighborhood Society in which that Owner is a Member. Upon receiving such notice, the affected Owner may request, in writing, a hearing before the Executive Board of the Association at which the affected Owner may show cause why the suspended voting rights and other privileges should be restored. If not restored sooner, all voting rights and other privileges of the affected Owner will automatically be restored when the violation for which the rights and other privileges were suspended is cured to the satisfaction of the Executive Board.

### **Section 37.03 Compliance Assessments**

The Association will have the right to levy a Compliance Assessment against any Owner to assert any fines or penalties charged to the Owner due to a violation of this Declaration or any of the other Governing Documents, and to reimburse the Association and/or Developer for those costs and expenses properly chargeable to the Owner under the terms of this Declaration or any of the other Governing Documents, including attorney fees incurred by the Association. The Executive Board, in its reasonable discretion, has the authority to set the amount and conditions of any fines and penalties to be charged to an Owner due to violations of this Declaration or any of the other Governing Documents, and all such fines or penalties must be consistently applied to all Owners in the Community.

### **Section 37.04 Foreclosure of Assessment Lien**

The Association will have the right to foreclose on the lien of any Assessment that is delinquent under the terms of this Declaration. Such foreclosure will be in the same manner as the foreclosure of mortgages or other types of liens on real property according to Applicable Law.

### **Section 37.05 Monetary Damages**

The Developer, Association, any Neighborhood Society, or any Owner will have the right to seek money damages for any violation of this Declaration or any of the other Governing Documents if they have suffered a compensable loss under Applicable Law, or if a Court determines that it will not grant injunctive, declaratory or other equitable relief for such violation on the basis that there exists an adequate remedy at law, or that it would be otherwise inadequate to grant such injunctive, declaratory or other equitable relief. Claims for money damages may be pursued in lieu of, or in combination with, remedies for injunctive, declaratory or other equitable relief.

### **Section 37.06 Injunctive or Declaratory Relief**

The Developer, Association, any Neighborhood Society, or any Owner will have the right to seek injunctive, declaratory or other equitable relief for any violation of this Declaration or any of the other Governing Documents if there exists no adequate remedy at law. For purposes of this Declaration, in any action by the Developer or the Association for injunctive relief there will be a conclusive presumption that any actual, anticipated or attempted violation of this Declaration or any of the other Governing Documents cannot be adequately remedied by an action at law or by recovery of monetary damages. No affected Owner may assert that such injunctive, declaratory or other equitable relief should not be granted on the basis that any

violation is minor or insignificant, or that it would be an economic waste, impracticable, or create a disparate hardship to abate, remove and/or correct such violation.

### **Section 37.07 Injunction of Sale or Transfer**

The Developer and/or the Association will have the right to enjoin the sale, gift, conveyance or other transfer of any interest in a Lot in which the Owner of the Lot, or the Lot itself, is in violation of this Declaration or any of the other Governing Documents. The injunction will remain effective only until such time as the violation is abated, removed and/or corrected to the reasonable satisfaction of the Developer or the Executive Board of the Association.

### **Section 37.08 Repurchase Option**

The Developer and/or the Association will have a Repurchase Option on any Lot upon which no substantial Work on any Improvements has commenced, and in which the Owner of the Lot, or the Lot itself, is in violation of this Declaration or any of the other Governing Documents. If the Developer or the Association exercise the Repurchase Option, the Owner of the Lot will be obligated to convey fee title to the Lot to the Developer or Association on demand, free and clear of all liens and encumbrances (except the encumbrance of this Declaration), upon payment to the Owner of an amount equal to Ninety Percent (90%) of the original purchase price the Owner paid for that Lot.

### **Section 37.09 Other Remedies**

The remedies provided in this Declaration are exclusive.

### **Section 37.10 Limitation on Remedies**

All remedies provided in this Article are subject to the limitations of liability provided in the last Article of this Part Eight. All remedies are further subject, where applicable, to the alternative dispute resolution provisions in the next Article of this Part Eight.

### **Section 37.11 No Waiver or Election of Remedies**

The pursuit of any one or more remedies will not preclude pursuit of any other remedy or remedies provided in this Declaration, separately, concurrently or in any combination. Further, the pursuit of one or more remedies will not constitute an election of remedies excluding the election of other remedies, or any forfeiture or waiver of amounts payable under this Declaration or any of the other Governing Documents by the affected Owner, or of any damages or other sums accruing by reason of the affected Owner's failure to fully and completely comply with this Declaration and the other Governing Documents. No waiver or forbearance by the Developer, Association, any Neighborhood Society, or any Owner, of any right or remedy on one occasion will be construed as a waiver of that right or remedy on any subsequent occasion, or as a waiver of any other right or remedy then or in the future existing.

## **ARTICLE 38**

### **Alternative Dispute Resolution**

#### **Section 38.01 Purpose of Article**

The Developer has included this Article to encourage the amicable resolution of Claims among the Persons affected by and subject to this Declaration. The alternative dispute resolution provisions in this Article are intended to foster harmony throughout the Community by providing a system of settling Claims in a faster, more economical fashion than traditional court proceedings. It is the desire of the Developer that many Claims will be able to be resolved through alternative dispute resolution without the need for the parties to be represented by legal counsel, or to engage in the formal discovery procedures often necessary in court proceedings. However, nothing in this Article will prohibit any Person from seeking the assistance of legal counsel if the Person believes that legal representation would be necessary or beneficial in protecting their legal rights.

#### **Section 38.02 Procedures**

The procedures described in this Article are intended to provide the general framework for alternative dispute resolution. The Executive Board of Association will have the power to adopt, and from time to time amend, more specific procedures, guidelines or Rules and Regulations regarding alternative dispute resolution, consistent with the provisions of this Article. Further, the Executive Board will have the power to delegate its administrative responsibilities (but not rule making authority) under this Article to any committee, officer, employee or agent selected by the Executive Board for that purpose. Any Person with the right to assert a Claim under this Article will be entitled to receive a complete and current copy of all alternative dispute resolution procedures, guidelines or Rules and Regulations from the Association upon written request.

#### **Section 38.03 Application to Selected Claims**

Except as specifically exempted in this Section, all Claims arising out of or relating to the interpretation, application or enforcement of any of the Governing Documents, or the rights, obligations or duties of any Person affected by or subject to this Declaration, must be submitted, heard and decided under the alternative dispute resolution provisions in this Article. However, the following Claims are exempt from the provisions of this Article, and are not required to be submitted to alternative dispute resolution: (i) any Claims to which the Developer is a Claimant or Respondent; (ii) any Claims to which the Association, Association Board, Executive Board, or any Neighborhood Society or Council are a Claimant or Respondent; (iii) any Claim by the Developer or Association to enforce any provision of this Declaration or any of the other Governing Documents; (iv) any Claim to foreclose on the lien of any Assessment, as provided in this Declaration; (v) any Claims where the primary form of relief sought is a temporary restraining order, preliminary injunction, permanent injunction or any other form of equitable or declaratory relief; (iv) any Claim between Owners, or between Owners and any other Person(s) except the Developer, Association, Association Board, Executive Board, or any Neighborhood Society or its Council, which constitutes a cause of action independent of any of

the Governing Documents; (v) any Claim in which an indispensable party is not subject to the provisions of this Article; or (vi) any Claim which must be instituted through a formal court proceeding as the only means of preserving the applicable statute of limitations on that Claim. If all parties who could otherwise assert an exemption to alternative dispute resolution under the preceding sentence of this Section consent in writing, any Claim may be submitted and decided under the alternative dispute resolution procedures provided in this Article.

#### **Section 38.04 Who is Bound by This Article**

If any Claim properly determinable under this Article is asserted by any Owner against any other Owner(s) or Occupant(s), then all Owners and/or Occupants who are parties to that Claim will automatically be bound by and subject to the alternative dispute resolution provisions in this Article upon initiation of the Claim in the manner provided in the next Section. The Developer, Association, Association Board or Executive Board, or any Neighborhood Society or Council, may only be made parties to a Claim through, and will only be subject to, the alternative dispute resolution provisions in this Article with their prior written consent, which consent may be granted or refused in their sole and absolute discretion. Failure of the Developer, Association, Association Board or Executive Board, or any Neighborhood Society or Council, to affirmatively consent in writing to be made a party to a Claim through alternative dispute resolution within Thirty (30) days after receipt of a Notice of Claim will automatically be deemed to be a refusal, and not a grant, of its consent. If the Developer, Association, Association Board or Executive Board, or any Neighborhood Society or Council, agrees to participate as a party in an alternative dispute resolution proceeding, then it will be bound by and subject to all terms and conditions provided in this Article to the same extent as all other parties in the proceeding. Nothing in this Article prohibits the Developer, Association, Association Board or Executive Board, or any Neighborhood Society or Council, from initiating any Claim as the Claimant, and voluntarily submitting the Claim, under the alternative dispute resolution provisions of this Article, either before or during any court proceeding.

#### **Section 38.05 Initiation of Claim**

Any Person who is subject to the provisions of this Article must initiate any Claim that is required or permitted to be resolved through alternative dispute resolution by sending a Notice of Claim to the Respondent, and a copy to the Association. The Notice of Claim must be delivered to and received by the Respondent and the Association within whichever of the following time periods is longer: (i) Ninety (90) days after the occurrence of the event which gave rise to the Claim; or (ii) Ninety (90) days after the date on which the Claimant first discovered, or in the exercise of reasonable diligence should have discovered, the occurrence of the event which gave rise to the Claim. Failure of the Claimant to properly initiate a Claim in the manner and within the time limits stated in this Section will constitute a waiver of the Claim, will forever bar that Claimant from asserting that Claim against the Respondent, and will release the Respondent from any and all liability to the Claimant with respect to that Claim.

#### **Section 38.06 Private Negotiation**

Upon receipt of a Notice of Claim, all parties agree to make every reasonable effort to meet in person and attempt in good faith to resolve the Claim through private negotiations. Either the Claimant or any Respondent may, but will not be obligated to, request the Board to appoint a

disinterested individual to serve only as a facilitator for the purpose of assisting in resolving the dispute by private negotiations. The private facilitator may charge a reasonable fee to the parties based upon fee guidelines established by the Board. If the Claim is not resolved through private negotiations to the satisfaction of all parties within Thirty (30) days after the Respondent's receipt of the Notice of Claim, the Claimant may in writing request the Executive Board to submit the Claim to mediation under the next Section of this Article. Failure of the Claimant to properly request mediation within Fifteen (15) days after expiration of the applicable negotiation period, or failure of the Claimant to appear for the mediation, will constitute a waiver of the Claim, will forever bar that Claimant from asserting that Claim against the Respondent, and will release the Respondent from any and all liability to the Claimant with respect to that Claim. Negotiation under this Section is a precondition to Mediation under the following Section.

### **Section 38.07 Mediation**

Upon receipt of a written request for mediation, the Executive Board will assign the Claim to the Mediation Panel. The Mediation Panel may charge a reasonable fee to the parties based upon fee guidelines established by the Executive Board. The Mediation Panel will schedule the Claim for mediation at the earliest possible opportunity available on the schedule of the Mediation Panel and reasonably convenient to all parties, but no later than Thirty (30) days after the date of receipt of the request for mediation without the consent of all parties. The parties agree to follow the rules and procedures of the Mediation Panel, and to promptly prepare and present their position on the Claim in a clear and concise manner. The Mediation Panel will within a reasonable time after the mediation prepare and issue to the parties a written recommendation for resolution of the dispute. If any party desires to reject the recommendation of the Mediation Panel, that party must within Fifteen (15) days after receipt of the Mediation Panel's recommendation submit the matter for hearing and decision by arbitration in the manner described in the next Section of this Article. If no party properly submits the matter to arbitration within the required time, then the recommendation of the Mediation Panel will become the final and binding resolution of the Claim, and will be enforceable in the manner provided later in this Article. Mediation under this Section is a precondition to arbitration under the next Section.

### **Section 38.08 Arbitration**

Any party who desires to reject the recommendation of the Mediation Panel and to submit the resolution of a Claim to arbitration must send a written request for arbitration to all other parties and to the American Arbitration Association within the time required in the preceding Section. The parties will then present their positions on the Claim for hearing and decision in accordance with the Rules of the American Arbitration Association. The arbitration will be heard by a single arbitrator, unless any party requests a panel of arbitrators. The decision of the arbitrator(s) will be final and binding on all parties, and will be enforceable in the manner provided in the next Section of this Article.

### **Section 38.09 Enforcement of Resolution of Claim**

All Persons who are parties to any Claim properly submitted to alternative dispute resolution under this Article agree to be bound by the final resolution, decision or award of the Claim, as reached in the manner described in this Article. If any party to an alternative dispute resolution

proceeding under this Article fails to abide by the resolution, decision or award within the time required (or if no time is specified, then within a reasonable time determined by the Executive Board) then the other party may initiate formal court proceedings to obtain judgment on the resolution, decision or award, and to enforce the resolution, decision or award, without the need to again comply with the procedures described in this Article with respect to that Claim.

### **Section 38.10 Allocation of Costs**

Each party to any alternative dispute resolution proceeding under this Article will be responsible for their own costs and expenses incurred in connection with the proceeding, including without limitation any fees of attorneys or other professionals. All costs, expenses or other charges of the Mediation Panel (if any) and any arbitrator or arbitration panel will be paid by the parties in equal shares. However, if: (i) a party properly proceeds to enforce the resolution, decision or award of any Claim under the preceding Section of this Article; or (ii) if the final decision or award of arbitration includes a specific finding (by clear and convincing evidence) that a Claim was frivolous, then the costs and expenses of the prevailing party will be fully recoverable from the non-complying party or the party asserting the frivolous Claim in the same manner, and to the same extent, permitted in court proceedings under the next Article of this Declaration. For purposes of this Declaration, a Claim or conduct of a party will be considered "frivolous" if: (i) it serves merely to harass or maliciously injure another party; (ii) was not warranted under existing law and could not be supported by a good faith argument for an extension, modification or reversal of existing law; (iii) could not be supported by a good faith argument for the establishment of new law; or (iv) the allegations or other factual contentions had no evidentiary support.

### **Section 38.11 Venue for Alternative Dispute Resolution**

Any alternative dispute resolution proceeding permitted and properly instituted under this Article must be brought by the Claimant, heard and decided only in Greene County, Ohio. The Developer, Association, Association Board and Executive Board, all Neighborhood Societies and Councils, and all Owners, Occupants, Users and every other Person claiming under or through any of them, consent to the venue provided in this Section, and will not will not request a different location for conducting any alternative dispute resolution proceedings with respect to any Claims governed by this Article.

## **ARTICLE 39**

### **Court Proceedings**

#### **Section 39.01 When Permitted**

Although the Developer has included the alternative dispute resolution provisions in this Declaration, the Developer acknowledges that formal court proceedings are sometimes necessary. It is the desire of the Developer that all Persons affected by this Declaration will only pursue formal court proceedings as a last resort to resolving Claims, but that is not a requirement of this Declaration. Therefore, any Claim that is not required under the terms of this Declaration to be resolved under the alternative dispute resolution provisions in the

preceding Article may be instituted and pursued through formal court proceedings in the manner provided by Applicable Law, but subject to the remaining Sections of this Article.

### **Section 39.02 Consensus of the Association for Litigation**

Except as provided in this Section, the Association will not commence any court proceedings against any Owner or Occupant without the prior approval of at least Sixty-Seven Percent (67%) of the Association Board. Further, the Association will not commence any court proceedings against the Developer without the prior approval of at least Seventy-Five Percent (75%) of the Association board. A member of the Association Board who has a direct personal interest in the Claim at issue must abstain from voting on that issue. In that situation, the remaining officers of the Neighborhood Society represented by the abstaining member of the Association Board will select one remaining officer to vote on behalf of the abstaining member of the Association Board, entitling that officer to cast two votes. The requirements in this Section do not apply to the following situations: (i) the imposition or collection of Assessments; (ii) the foreclosure of liens for Assessments; (iii) actions brought by the Association for injunctive relief or declaratory relief; or (iv) counterclaims, cross-claims or third-party claims brought by the Association in any court proceedings instituted against it.

### **Section 39.03 Consent to Jurisdiction and Venue**

Any court proceedings relating to this Declaration or any of the other Governing Documents may be filed only in the Common Pleas Court of Greene County, Ohio, or in the Federal District Court for the Southern District of Ohio, Western Division at Dayton, if the federal Court has proper subject matter jurisdiction. If any court proceeding is filed in any other Court, the case must promptly be removed to one of the Courts in which it should have originally been filed under this Section. The Developer, Association, Association Board and Executive Board, all Neighborhood Societies and Councils, and all Owners, Occupants, Users and every other Person claiming under or through any of them, consent to the personal jurisdiction of and venue in those Courts. None of them will contest the personal jurisdiction of those Courts over them or the venue of those Courts with respect to any Claims governed by this Declaration.

### **Section 39.04 Recovery of Costs and Expenses in Litigation**

Unless otherwise specifically prohibited by Applicable Law, in addition to all other damages and/or legal or equitable remedies to which a party may be entitled in a court proceeding under this Article, the prevailing party in that court proceeding will also be entitled to recover from the party or parties against whom the judgment or award is rendered all costs and expenses incurred by the prevailing party as a direct result of the court proceeding. This includes, without limitation: (i) reasonable fees and reimbursable expenses of attorneys, accountants or other professionals who provided services to the prevailing party in connection with the court proceeding; (ii) court reporter fees and expenses; (iii) court costs; and (iv) interest on any monetary judgement or award, computed at the maximum statutory rate for judgments from the date the Claim first arose. If the judgment or award is rendered against more than one party, then the recoverable costs and expenses under this Article will be the joint and several obligation of all of those parties, unless the Court orders a specific allocation of the recoverable costs and expenses. If the Claim is settled prior to the Court rendering final judgment or award,

the costs and expenses described in this Section will only be recoverable if, and to the extent, specifically included in the final settlement agreement between the litigating parties.

## **ARTICLE 40**

### **Limitation of Liability**

#### **Section 40.01 Limitation of Liability for Seeking Remedy**

No Owner, the Developer or any Related Entity, Association, Association Board or Executive Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a Neighborhood Society, any trustees, officers, members, employees, or agents in their personal capacities, or any of their respective successors or assigns, will be liable to any Person for seeking any remedies pursuant to this Declaration. This includes, without limitation, any liability for: (i) interference with existing or prospective business relationships or opportunities; (ii) interference with existing or prospective contractual relationships or opportunities; (iii) emotional distress; (iv) slander of title; and (v) abuse of process and/or malicious prosecution. However, if a Court determines, by clear and convincing evidence, that pursuit of a remedy or the assertion of a Claim was frivolous conduct (under the standard described in the Article of this Declaration entitled "Alternative Dispute Resolution"), the limitation of liability provided in this Section will not apply.

#### **Section 40.02 Limitation of Liability of Developer**

Unless otherwise specifically provided in this Declaration or Applicable Law, neither the Developer, its Related Entities, nor any of its owners, partners, shareholders, directors, officers, employees, agents, representatives or consultants in their personal capacities, nor any of their respective successors or assigns, will be liable to the Association, Association Board, Executive Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a Neighborhood Society, any trustees, officers, members, employees, or agents in their personal or official capacities, or any of their respective successors or assigns, or any Owner, Occupant, User or any other Person claiming under or through any of them, for any Claim arising out of, in connection with, or as a direct or indirect result of any decision, mistake of fact or judgment, or any other act or omission of the Developer, unless the same is a direct and proximate result of willful or criminal misconduct on the part of the Developer. The provisions of this Section must be interpreted in their broadest sense, and will include without limitation any Claim of whatever nature or description actually or allegedly due, in whole or in part: (i) in connection with any personal injury to or death of any Persons, or loss, damage or destruction of any real property or tangible or intangible personal property wherever located and however caused; or (ii) under or outside of a theory of contract or tort law; (iii) by reason of any act or omission by or on behalf of the Developer in any capacity that were performed, or delegated for performance, according to the provisions of this Declaration or any of the other Governing Documents; or (iv) in connection with the planning, construction, development, creation, organization, operation, management, Work or other activities of any portion or aspect of the Community.



### **Section 40.03 Limitation of Liability of Association and Related Parties**

Unless otherwise specifically provided in this Declaration, any of the other Governing Documents, or Applicable Law, neither the Association, Association Board, Executive Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a Neighborhood Society, any trustees, officers, officers, members, employees, or agents in their personal capacities, or any of their respective successors or assigns, will be liable to any or any Owner, Occupant, User or any other Person claiming under or through any of them, for any Claim arising out of, in connection with, or as a direct or indirect result of any decision, mistake of fact or judgment, or any other act or omission by or through them, unless the same is a direct and proximate result of willful or criminal misconduct.

## **PART NINE – TRANSITION OF CONTROL**

This Master Declaration reserves various rights to the Developer in order to facilitate the smooth and orderly development of the Community and to accommodate changes in the Master Plan which inevitably occur as a community the size of Stonehill Village grows and matures.

## **ARTICLE 41**

### **Developer’s Reservation of Rights**

#### **Section 41.01 Purpose**

The Purpose of this Part of the Declaration is to describe the rights, powers and authority that the Developer has specifically retained concerning its development, management, use and ownership of Property during the Development Period. The rights, powers and authority described in this Part are in addition to, and do not serve as a restriction or limitation of, any other rights, powers or authority reserved by or granted to the Developer in any other Part of this Declaration, or in any of the other Governing Documents. 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 this Declaration and all of the other Governing Documents are material, reasonable and necessary for proper development of the Community.

#### **Section 41.02 Exclusive Control Over Associations**

During the Development Period, the Developer will have the complete and exclusive right and power to control the formation, organization, management, operation, decisions and all other aspects of the Association and all Neighborhood Societies. The rights and powers reserved by the Developer in this Section will be without any limitations, and will continue throughout the entire Development Period without exception. All rights and powers granted to the Members, Association and all Neighborhood Societies under this Declaration or any of the Governing Documents will be subject and subordinate to the rights of the Developer during the Development Period.

### **Section 41.03 Exclusive Control Over Boards and Councils**

During the Development Period, the Developer will also have the complete and exclusive right and power to control the formation, organization, management, operation, decisions and all other aspects of the Association Board and Executive Board of the Association, the Councils of all Neighborhood Societies, the DRB, and all officers, committees, subcommittees, panels, boards, employees, volunteers and agents of the Association and all Neighborhood Societies. The rights and powers reserved by the Developer in this Section will also be without any limitations, and will continue throughout the entire Development Period without exception. All rights and powers granted to the Boards, Councils, the DRB, and all officers, committees, subcommittees, panels, boards, employees, volunteers and agents of the Association and all Neighborhood Societies under this Declaration will be subject and subordinate to the rights of the Developer during the Development Period. Without limiting the Developer's rights under this Section, the following are specific requirements which must be followed in order to preserve the Developer's rights and powers:

**(a) Appointment of Trustees and Others**

The Developer will have the right to appoint, approve, and/or remove any and all of the officers, members of the Boards, the Councils, the DRB, and all committees, subcommittees, panels and boards, and all employees, volunteers and agents of the Association and all Neighborhood Societies.

**(b) Notice of Meetings**

The Developer must receive timely notice of all meetings of the Association, Neighborhood Societies, Association Board, Executive Board, Neighborhood Society Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies.

**(c) Right to Participate**

The Developer, either by itself or through any other Person designated by the Developer, will have the right to attend and participate in all meetings of the Association, Neighborhood Societies, Association Board, Executive Board, Neighborhood Society Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies.

**(d) Right to Disapprove Actions**

The Developer will have the right to approve, disapprove, or modify all actions, decisions, recommendations, Rules and Regulations, policies programs and other activities of the Association, Neighborhood Societies, Association Board, Executive Board, Neighborhood Society Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies, If the Developer does not exercise its right to disapprove or modify such matters by written notice to the acting body within Ten (10) days

after the matter is initially decided or implemented, then the Developer will be deemed to have waived this right as to that particular matter.

#### **Section 41.04 Right to Use for Sales Purposes**

During the Development Period, the Developer further reserves the right to exercise all rights and powers to conduct any activities relating to the marketing, advertising, sale, lease, identification, description or any other form of promotion concerning any Lot, Neighborhood or the Community. The Developer may exercise this right in conjunction with, or separate and apart from, the Developer's Marketing Easements reserved in this Declaration. The Developer may in writing assign to any Builder(s) a concurrent right to exercise any portion of the Developer's sales and marketing rights under this Section, subject to the Builder's compliance with all requirements under the DRS regarding such matters.

#### **Section 41.05 Signs and Marketing**

During the Development Period, the Developer will further have the right to display any signs, flags, banners, billboards, and/or other marketing devices the Developer desires upon its Lots and/or within the Common Areas, irrespective of size, color, shape, content or materials used. This right may also be exercised in conjunction with, or separate and apart from, the Developer's Marketing Easements reserved in this Declaration. The Developer may, in writing, assign to any Builder(s) a concurrent right to exercise any portion of the Developer's rights under this Section, subject to the Builder's compliance with all requirements under the DRS regarding such matters. The Developer and any authorized Builder will have the right to remove all signs, flags, banners, billboards, and/or other marketing devices whether or not they have become fixtures, and agree to cause such removal within Thirty (30) days after the sale of the Lot or Lots to which they apply.

#### **Section 41.06 Exercise of Developer's Rights and Discretion**

To the extent that the Developer is empowered in this Declaration or any of the other Governing Documents to undertake any action, to make any decision or determination, or to exercise any other right, privilege, or power, such action/decision and/or exercise will be at the sole, complete and absolute discretion of the Developer, without the need for any review, approval, consent or authorization by any other Person whatsoever.

#### **Section 41.07 Reservation of Right to Delegate**

The Developer reserves the right to assign or delegate to any other Person the right to exercise all or any portions of the Developer's rights, powers and authority under this Declaration, and any of the other Governing Documents, on such terms and for such periods of time as the Developer may determine. Any such assignment or delegation must be in writing and signed by the Developer, or its authorized agent. No assignment or delegation under this Section will reduce or limit the right of the Developer to exercise that right, power or authority concurrently or independently, or expand the right, power or authority so assigned or delegated beyond the scope properly exercisable by the Developer.

### **Section 41.08 No Waiver**

The failure of the Developer to exercise any right, power or authority granted to or reserved by the Developer under this Declaration, or any of the other Governing Documents, will not constitute a waiver of the Developer's right to exercise that right, power or authority at any time, whether under the same or different circumstances, or under any existing, concurrent or subsequent events.

## **ARTICLE 42 Development Period and Transition**

### **Section 42.01 Commencement and Termination**

The Development Period will commence on the date this Declaration is recorded in the office of the Greene County Recorder. The Development Period will terminate on the earlier of: (i) the date on which the Developer, any Related Entity, Robert W. Nutter, Mary C. Nutter, or any trust or entity established by either of them or administered for the benefit of either of them, no longer owns any portion of the Property, including without limitation any Exempt Property or Voidable Property; or (ii) the date on which the Developer voluntarily relinquishes all of its rights and authority under this Declaration in a written instrument, signed by the Developer and recorded in the office of the Greene County Recorder, which specifically states that the Developer intends to terminate the Development Period; or (iii) the date which is Forty (40) years after the date on which this Declaration is recorded in the office of the Greene County Recorder.

### **Section 42.02 Transition with Respect to Neighborhood Societies**

Upon the formation of any Neighborhood Society, the Developer will appoint all members of that Neighborhood Council. Within Sixty (60) days after conveyance of Twenty-Five Percent (25%) of the total Lots to be included in a particular Neighborhood to Owners other than the Developer or any Builder, the then current Members of that Neighborhood Society may elect One (1) member of the Council for that Neighborhood. Within Sixty (60) days after conveyance of Fifty Percent (50%) of the total Lots within a particular Neighborhood to Owners other than the Developer or any Builder, the then current Members of that Neighborhood Society may elect a total of Two (2) members of the Council for that Neighborhood. Within Sixty (60) days after conveyance of Seventy-Five Percent (75%) of the total Lots within a particular Neighborhood to Owners other than the Developer or any Builder, the then current Members of that Neighborhood Society may elect a total of Three (3) members of the Council for that Neighborhood. Upon conveyance of the final Lot within a particular Neighborhood to an Owner other than the Developer or any Builder, the Members of that Neighborhood Society may elect all members of the Council for that Neighborhood.

### **Section 42.03 Transition with Respect to the Association**

Upon the formation of the Association, the Developer will appoint all members of the Executive Board. After the election of members of Neighborhood Society Councils as provided in the preceding Section, the Neighborhood Society Council members representing that Neighborhood will automatically become members of the Association Board and will have the

right to participate in all votes pertaining to the election of members of the Executive Board, and all other matters in which a member of the Association Board is entitled to vote under the Governing Documents. This process will continue throughout the Development Period until the Neighborhood Society Council members of every Neighborhood anticipated in the Community have attained full voting rights in the Association. During this transition period, the Developer will have the exclusive right to exercise the voting rights that would be attributable to anticipated Neighborhoods within the Community, for which the Neighborhood Society Council members have not yet attained voting rights under this Section. Upon the termination of the Development Period, all members of the Executive Board will be elected by the Association Board.

#### **Section 42.04 Veto Power During Transition**

Nothing in this Article will be construed to limit, restrict or otherwise affect the exclusive rights and powers granted to and reserved by the Developer under the preceding Article of this Part with respect to participation in and control over the Association, Neighborhood Societies, Boards, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies during the Development Period.

#### **Section 42.05 Early Termination of Control**

The Developer may voluntarily relinquish and terminate all or any portion of its right to participate in and control the Association, Neighborhood Societies, Association Board, Executive Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies before termination of the Development Period. Any such early termination must be evidenced in a written instrument, signed by the Developer and recorded in the office of the Greene County Recorder, which specifically states that portion of control, or the nature and scope of those rights, powers and authorities, then being terminated and relinquished by the Developer. A partial termination will not be construed to limit, restrict or otherwise affect the remaining exclusive rights and powers granted to and reserved by the Developer under this Declaration or any of the other Governing Documents which are not specifically terminated and relinquished.

#### **Section 42.06 Developer's Personal Property**

The Developer reserves the right to retain all materials, supplies, inventory, equipment and other personal property owned by the Developer that has not been specifically sold, donated or conveyed to the Association in writing.

### **ARTICLE 43**

#### **Irrevocable Power of Attorney**

##### **Section 43.01 Purpose**

This Article specifies those circumstances in which the Developer will be authorized to act for and on behalf of any or all of the Owners of Lots in the Community, and to sign, acknowledge, deliver and record certain documents and instruments in their name and on their behalf. The purpose of the irrevocable power of attorney described in this Article is to permit and facilitate

full and efficient exercise by the Developer of all rights, powers and authorities reserved by or granted to the Developer under this Declaration, or any of the other Governing Documents

### **Section 43.02 Grant of Rights**

Each Owner of a Lot in the Community, including without limitation all subsequent Owners of any Lot, irrevocably and unconditionally appoints the Developer as his, her, or its true and lawful Attorney-in-Fact, with full power of substitution, and with full power and authority to prepare, execute, acknowledge, deliver and record, for and in the name of such Owner, any and all documents or instruments directly or indirectly relating to the proper exercise of any rights, powers or authority granted to or reserved by the Developer under this Declaration or any Supplemental Declaration or other Governing Document, including without limitation any of the following: (i) this Declaration, any Supplemental Declarations or any of the other Governing Documents; (ii) all easements, licenses, permits, consents or any other form of grant, conveyance or reservation; (iii) all deeds or other instruments of conveyance relating to the Developer's rights regarding Additional Property, Exempt Property, Voidable Property and the expansion or withdrawal of any Property; (iv) all Plat, Re-Plats or other modifications to any Plat; (v) all other documents or instruments determined by the Developer, in its sole and absolute discretion, to be necessary, reasonable, desirable or beneficial in carrying out or exercising the Developer's rights under, or to further establish or effectuate the terms and conditions of, this Declaration or any of the other Governing Documents; and (vi) any amendment, modification, termination or revocation of any of the foregoing. This power of attorney is for the reciprocal benefit of each and every Owner of a Lot in the Community. All rights and powers under this power of attorney will run with the land, are coupled with an interest and are irrevocable.

### **Section 43.03 Consent**

Each Owner, by acceptance of a deed to a Lot, unconditionally and irrevocably consents to the grant of the power of attorney described in this Article, and to the Developer's use and exercise of that power of attorney for the purposes and under the circumstances provided in this Declaration or any of the other Governing Documents.

### **Section 43.04 Evidence of Power of Attorney**

No additional evidence shall be required for the purpose of evidencing the power of attorney set forth in this Article. However, upon the request of the Developer, each Owner agrees to execute, acknowledge and deliver any and all documents or instruments reasonably requested by the Developer to provide additional evidence of the power of attorney, if the Developer determines such additional evidence is required or beneficial.

### **Section 43.05 Limitation of Rights**

The rights of the Developer under the power of attorney granted in this Article, are limited to those uses and purposes, and under those circumstances, specifically provided in this Declaration or any of the other Governing Documents, and for no other purpose. Notwithstanding any provision of this Declaration to the contrary, the Developer will not have the right to assign or delegate any of its right or powers under the power of attorney provided in this Article to any other Person for any reason. Further, the irrevocable power of attorney

granted in this Article will remain in full force and effect throughout the Development Period, but will automatically terminate simultaneously with termination of the Development Period.

## **PART TEN – GENERAL PROVISIONS**

The growth and success of the Community also depends upon the protection of lenders who may have an interest in any Lot. Owners also must understand the relationships of those who have any interest within the Community in order to form realistic and accurate expectations concerning their investment in the Community.

### **ARTICLE 44**

#### **Qualified Mortgagee Provisions**

##### **Section 44.01 Qualified Mortgagee Protection**

The provisions in this Article are included to encourage lenders and investors to participate in financing of the sale and improvement of Lots in the Community. If any of the provisions in this Article conflict with any other provision in this Declaration, then the provisions of this Article will control with respect to any Qualified Mortgagee.

##### **Section 44.02 Disclosure of Qualified Mortgagee Identity**

Within Ten (10) days after closing on the purchase of a Lot, the Owner of the Lot or the Qualified Mortgagee holding a mortgage on that Lot must provide the Association with written notice of the name and address of the Qualified Mortgagee, and the street address of the Lot to which its mortgage relates. Additionally, the Owner or the Qualified Mortgagee must provide the Association with written notice of any changes to the name and address of the Qualified Mortgagee within Ten (10) days of the change. The requirements of this Section must be satisfied in order for any of the remaining Sections of this Article to apply or be enforceable by any Owner or Qualified Mortgagee.

##### **Section 44.03 Subordination of Association Liens**

The lien of the Assessments provided for in this Declaration is subordinate to the lien of any first mortgage of a Qualified Mortgagee now or in the future recorded upon any Lot. The sale or transfer of any Lot will not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial foreclosure of a first mortgage, or according to any remedies provided for in the mortgage, will terminate the lien of those Assessments that became due prior to confirmation of the foreclosure sale. No sale or transfer by foreclosure will relieve any Lot from liability for Assessments due after the date of confirmation of the foreclosure sale. Any Qualified Mortgagee who obtains title to a Lot according to the remedies provided in its mortgage or foreclosure of its mortgage, or any purchaser at the foreclosure sale of a first mortgage, will not be liable for unpaid Assessments or charges which accrued prior to the acquisition of title to the Lot by the Qualified Mortgagee or foreclosure purchaser, except for claims for a proportional share of Assessments or charges resulting from a reallocation of Assessments or charges to all Lots, including the mortgaged Lot.

#### **Section 44.04 Waiver of Repurchase Option on Foreclosure**

If a Qualified Mortgagee forecloses on a Lot through judicial proceedings, the Developer waives its rights under this Declaration with respect to its Repurchase Option on that Lot.

#### **Section 44.05 Waiver of Right to Enjoin Sale on Foreclosure**

If a Qualified Mortgagee forecloses on a Lot through judicial proceedings, the Developer waives its rights under this Declaration to enjoin the sale of that Lot.

#### **Section 44.06 Notice of Certain Actions**

The Association will provide Qualified Mortgagees with timely written notice of: (i) any condemnation loss or any casualty loss which affects a material portion of the applicable Lot; (ii) any condemnation loss or any casualty loss which affects a material portion of the Common Area; (iii) any delinquency in the payment of Assessments or charges attributable to the applicable Lot, where such delinquency has continued for a period of more than Ninety (90) days; (iv) any other violation of the Governing Documents relating to the applicable Lot or the Owner or Occupant of that Lot, where such violation has continued for a period of more than Sixty (60) days; (v) any lapse, cancellation or material modification of any insurance policy maintained by the Association; and (vi) any proposed action that requires the consent of the Qualified Mortgagee under the terms of this Article.

#### **Section 44.07 Actions Requiring Qualified Mortgagee Approval**

The occurrence of any of the following events or circumstances will require written notice to, and consent of, Qualified Mortgagees, to the extent provided in this Section and to the extent possible under Ohio Law.

**(a) Restoration or Repair**

Any restoration or repair of a material portion of the Common Area after a partial condemnation or damage due to an insurable hazard must be substantially in accordance with this Declaration and the original plans and specifications, unless the Association obtains the prior approval of the Qualified Mortgagees of first mortgages on Lots to which at least Fifty-One Percent (51%) of the votes of Lots subject to mortgages held by such Qualified Mortgagees are allocated.

**(b) Termination of Association**

Any election to terminate the Association after substantial destruction or a substantial taking in condemnation of the Common Area will require the approval of the Association Board representing Sixty-Seven Percent (67%) of the total Association vote, and the approval of the Qualified Mortgagees of first mortgages on Lots to which at least Fifty-One Percent (51%) of the votes of Lots subject to mortgages held by such Qualified Mortgagees are allocated.

**(c) Other Termination**

Any election to terminate the Association under any other circumstances will require the approval of the Association Board representing at least Sixty-Seven Percent (67%) of the total Association votes, and approval of the Developer during



the Development Period, and the approval of the Qualified Mortgagees of first mortgages on Lots to which at least Sixty-Seven Percent (67%) of the votes of Lots subject to mortgages held by such Qualified Mortgagees are allocated.

**(d) Amendment of Governing Documents**

Except as specifically provided in this Declaration regarding the rights of the Developer during the Development Period, any material amendment to any of the Governing Documents will require the consent of the Association Board representing at least Sixty-Seven Percent (67%) of the votes of the Association, and of the Developer during the Development Period, and the approval of Qualified Mortgagees of first mortgage on Lots to which at least Fifty-One Percent (51%) of the votes of Lots subject to a mortgage held by Qualified Mortgagees are allocated. An amendment which changes the provisions for any of the following is considered material: (i) voting rights; (ii) Assessments, Assessment liens, or subordination of such liens; (iii) services for maintenance, repair and replacement of the Common Areas; (iv) responsibility for maintenance and repair of the Common Areas; (v) rights to use the Common Area; (vi) boundaries of any Lot; (vii) expansion or contraction of the Lots, or the addition, annexation or withdrawal of any real property not originally subject to this Declaration to or from the Association; (viii) insurance or fidelity bonds; (ix) leasing of Lots; (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey a Lot; (xi) establishment of self-management by the Association where professional management has been required by a Qualified Mortgagee; or (xii) any provisions included in the Governing Documents that are for the express benefit of Qualified Mortgagees.

**Section 44.08 Additional Approvals Required by Mortgage Regulation**

So long as the Federal Home Loan Mortgage Corporation may require, the following provisions apply in addition to, and not in place of, the provisions in the preceding Section of this Article. Unless at least Sixty-Seven Percent (67%) of the Qualified Mortgagees or the Association Board representing at least Sixty-Seven Percent (67%) of the total Association vote to approve, the Association will not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Area which the Association directly or indirectly owns (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection); (ii) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner of a Lot (a decision, including contract, by the Executive Board or provisions of any Supplemental Declaration regarding Assessments for Neighborhoods or other similar areas are not subject to this provision where such decision or Supplemental Declaration is otherwise authorized by this Declaration); (iii) by act or omission change, waive or abandon any overall scheme, regulations or enforcement pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (the issuance and amendment of the DRS, or use restrictions will not constitute a change, waiver or abandonment within the meaning of this provision); (iv)

fail to maintain insurance, as required by this Declaration; or (v) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such Common Area.

### **Section 44.09 FHA / VA Approval Requirements**

During the Development Period, the following actions will require notice to and prior approval of the Federal Housing Administration or the Veterans Administration, if either agency is insuring or guaranteeing the mortgage of a Qualified Mortgagee on any Lot: (i) annexation of real property not originally subject to this Declaration; (ii) dedication of Common Area not contemplated on the Master Concept Plan; (iii) mortgaging of any Common Area; or (iv) material amendment to this Declaration.

### **Section 44.10 Common Area Taxes and Insurance**

All real estate taxes, assessments and liens that may gain priority to the first mortgage of a Qualified Mortgagee under Applicable Law will only relate to individual Lots, and not to the Common Areas. No provision of the Governing Documents will be interpreted to give any Owner or any other Person priority over any rights of a Qualified Mortgagee in the case of distribution to the Owner of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the Common Area or the Owner's Lot. All applicable fire and casualty insurance policies will, if specifically requested, contain loss payable clauses acceptable to each Qualified Mortgagee, naming the Qualified Mortgagees as additional insureds, as their interests appear.

### **Section 44.11 Reserve Funds**

The Assessments provided for in the Governing Documents include an adequate Reserve for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis. The portion of the Assessments for the Reserve are payable in regular installments rather than by Special Assessments.

### **Section 44.12 Limitations on Professional Management Contracts**

Any agreement with the Association for professional management of the Community, or any contract providing for services of the Developer on behalf of the Association, may not exceed Two (2) years, renewable by agreement of the parties for successive Two (2) year periods. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on Thirty (30) days written notice.

### **Section 44.13 Encroachments**

If any Improvements on any portion of the Common Area encroach upon any Lot, or any Improvements on any Lot encroach upon any Common Area, a valid easement for the encroachment and for the maintenance of the Improvement shall exist to the extent permitted in this Declaration.

### **Section 44.14 Failure of Qualified Mortgagee to Respond**

Any Qualified Mortgagee who receives a written request from the Association or the Developer to respond or consent to any action will be deemed to have approved the requested action if the Association or Developer do not receive a written response from the Qualified Mortgagee

within Thirty (30) days of the date of the request. Proof of delivery of the request to the Qualified Mortgagee will be adequately evidenced by certified or registered mail, return receipt requested, or by receipt of any express delivery service.

### **Section 44.15 Conforming Amendments by Executive Board**

If the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or any successor or replacement entity, subsequently amend or terminate any of the respective requirements relating to the provisions of this Article, the Developer or the Executive Board of the Association may amend this Article to reflect the same, without notice to or approval of any Owner or Qualified Mortgagee.

## **ARTICLE 45**

### **Disclaimer of Representations, Warranties and Guarantees**

#### **Section 45.01 No Security**

The Developer or the Association may, but are not obligated to, designate, recommend, or require through the DRS certain Improvements intended to enhance the safety or security of Owners, Occupants and Improvements on individual Lots. Further, the Developer or the Association may, but are not obligated to, maintain certain activities or services designed to make the Community as a whole safer than it might otherwise be. However, the Developer, Association, Executive Board and DRB shall not in any way be considered insurers or guarantors of any safety or security within the Community or on individual Lots, and shall not be held liable for any loss or damage for either the failure to provide adequate safety or security, or the ineffectiveness of any safety or security measures provided, recommended or required. All Owners, Occupants and Users acknowledge that the Developer, Association, Executive Board and DRB do not represent or warrant that any fire protection system, burglar alarm system, or other safety or security system recommended or required by any of them, or installed according to, the DRS, may not be compromised or circumvented, or that the system will in all cases provide the detection or protection for which the system is designed or intended, or that it will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise. Every Owner, Occupant and User acknowledges and agrees that they have full knowledge and understanding of the risks referred to in this Section, and unconditionally assume all risks for personal injury to or death of any Person, or loss, damage or destruction of any Improvements or personal property, without any liability whatsoever of the Developer, Association, Executive Board, DRB, or any other Person associated or affiliated with any of them.

#### **Section 45.02 No Representations or Warranties Concerning Community**

Every Owner acknowledges and agrees that he or she has had a full and fair opportunity to review and investigate the Governing Documents, all aspects of the Lot purchased, and all other aspects of the Community before making any investment in a Lot in the Community. Every Owner further acknowledges and agrees that neither the Developer, Association, Executive Board, DRB, or any Persons associated or affiliated with any of them, have made any, and they specifically disclaim all, written, oral, express or implied representations, warranties or guarantees directly or indirectly relating to any aspect of: (i) the usefulness, practicality,

habitability, functioning, fitness, condition or existence of any Improvement or other feature included, or to be included, in the Community; (ii) whether or not any or all portions of the Property, or features of the Community, described on the Master Concept Plan will eventually be completed and included as part of the Community; (iii) whether the provisions or implementation of any of the Governing Documents, or any other aspect of the Common Areas or Community, as anticipated in this Declaration and the Master Concept Plan or as actually provided, will preserve, protect or enhance the value of any Lot, Improvement, the Community as a whole, or other investment of any Owner in a Lot or Improvement; or (iv) any other fact, circumstance or aspect of any Lot, Improvement, Common Area or the Community as a whole. Every Owner unconditionally releases the Developer, Association, Executive Board, DRB, and all Persons associated or affiliated with any of them for any form of liability for any actual, alleged, consequential or incidental loss or damage directly or indirectly relating to or caused by any matter referred to in this Section.

### **Section 45.03 No Guarantees Regarding Improvements**

Every Owner understands and agrees that all guarantees relating to any Improvements on their Lot are strictly a matter of contract between the Owner and the Owner' architect, designer, Builder or other Person constructing or providing those Improvements. The Developer, Association, Executive Board, DRB, and all Persons associated or affiliated with any of them have not made any, and specifically disclaim all, written, oral, express or implied guarantees, representations or warranties directly or indirectly relating to any aspect of: (i) the design, structural integrity, soundness, practicality, habitability, functioning, operation, or utility of any Improvement; or (ii) compliance of any Improvement with any building or fire codes, or other Applicable Law; (iii) any warranty of merchantability or fitness for any particular purpose of any Improvement; or (iv) any other fact, circumstance or matter pertaining to any Improvement on any Lot, whether or not the Improvement was approved by the DRB pursuant to the procedures described in this Declaration. Every Owner unconditionally releases the Developer, Association, Executive Board, DRB, and all Persons associated or affiliated with any of them for any form of liability for any actual, alleged, consequential or incidental loss or damage directly or indirectly relating to or caused by any matter referred to in this Section.

## **ARTICLE 46**

### **Additional Terms and Conditions**

#### **Section 46.01 Use of Community or Neighborhood Names**

No Person will have the right to use the name "Stonehill Village," any derivatives of that name, or the name or derivatives of the name of any Neighborhood within the Community, 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 these names in printed or promotional materials for the sole purpose of specifying that particular Lot or Improvement is located within this Community or a particular Neighborhood. The Association is entitled to use the name "Stonehill Village" within its name, and any Neighborhood Society is entitled to use the name of that Neighborhood within its name.

### **Section 46.02 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 written notice of the name and address of the transferee, the date of transfer of title, and such other information as the Executive Board may reasonably require. This notice must be received by the Executive Board at least Seven (7) days prior to closing on the transfer of the Lot. Until the Executive Board 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 any Neighborhood Society until the Association receives the notice described in this Section.

### **Section 46.03 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 Declaration or the other Governing Documents may be sent by ordinary postage prepaid mail, certified or registered mail, express delivery, hand delivery, telecopier, 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 46.04 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 shall 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 46.05 Binding Effect**

All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges in this 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, Common Area or other portion of the Property, and their respective heirs, beneficiaries, administrators, executors, guardians, conservators, custodians, attorneys-in-fact, legal representatives, successors and assigns.

### **Section 46.06 Constructive Notice and Acceptance**

Every Person who now or in the future owns or acquires any rights, title or interest in any Lot, Common Area or other portion of the Property will be conclusively deemed to have notice of

this 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 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, Common Area or other portion of the Property, 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 Declaration as being reasonable, necessary and fully enforceable, whether or not the instrument by which the Person acquired the interest specifically referred to this Declaration, and whether or not the prior Owner in fact provided the notice required in this Section.

### **Section 46.07 Covenants Running With Land**

All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this 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 Declaration were fully rewritten in each instrument of conveyance.

### **Section 46.08 Mutuality**

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

### **Section 46.09 No Reverter**

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

### **Section 46.10 Duration**

This Declaration will remain in full force and effect for a period of Forty (40) years from the date this Declaration is recorded in the office of the Greene County Recorder. After this initial term, the effective period of this Declaration will be automatically extended for successive periods of Ten (10) years each, unless an instrument meeting the requirements for an amendment to this 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 46.11 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 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 Declaration is recorded.

### **Section 46.12 Computation of Time**

For purposes of computing any time requirements under this 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 46.13 Headings**

The headings of each Part, Article, Section and Paragraph in this Declaration are for convenience of reference only, and must not be considered in resolving questions of interpretation or construction of this 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 46.14 References**

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

### **Section 46.15 Inclusive Terms**

Whenever the context of this 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 46.16 Incorporation of Exhibits**

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

### **Section 46.17 Partial Invalidity**

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

### **Section 46.18 Conflict with Supplemental Declarations or Amendments**

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

### **Section 46.19 Amendment**

During the Development Period, only the Developer may amend this Declaration or any 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 Association may amend this Declaration or any Supplemental Declaration by the affirmative direct vote of not less than Seventy-Five Percent (75%) of all Members of the Association.

**Section 46.20 Governing Law**

This 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.

This Restated Declaration is adopted by the Developer, and approved by the Executive Board of Trustees, on September 20, 2021, with the intent that it remain retroactively effective as of March 10, 1999.

**WITNESSES:**

*[Handwritten signatures of witnesses]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEVELOPER:**

**NUTTER ENTERPRISES, LTD.,**  
An Ohio Limited Liability Company

By: *[Signature]*  
\_\_\_\_\_  
Robert W. Nutter, Trustee, Member

By: *[Signature]*  
\_\_\_\_\_  
Mary C. Nutter, Trustee, Member

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

Robert W. Nutter and Mary C. Nutter, on behalf of Nutter Enterprises, Ltd., acknowledged this document before me, with no oath or affirmation administered, on September 20, 2021. This notarial certificate is an acknowledgement under Ohio law.




Amy Mancuso  
Notary Public, State of Ohio  
My Commission Expires:  
August 26, 2026

*[Signature]*  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_

**APPROVED BY EXECUTIVE BOARD:**

  
\_\_\_\_\_

Fred Whitt, Trustee

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

Fred Whitt acknowledged this document before me, with no oath or affirmation administered, on September 20, 2021. This notarial certificate is an acknowledgement under Ohio law.



BRITTANY D. O'DIAM  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

  
\_\_\_\_\_

Notary Public

  
\_\_\_\_\_

  
\_\_\_\_\_

Matthew Davidson, Trustee

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

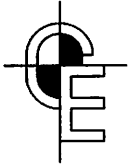
Matthew Davidson acknowledged this document before me, with no oath or affirmation administered, on September 20, 2021. This notarial certificate is an acknowledgement under Ohio law.



BRITTANY D. O'DIAM  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

  
\_\_\_\_\_

Notary Public



**Cosler Engineering, LLC**  
Civil Engineering • Land Surveying

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

**EXHIBIT A**  
**Description of Properties included in**  
**Stonehill Village Master Declaration**

Located in Sections 1, 2, 7, 8, 9, 13 and 14, Town 3, Range 7, Between the Miamis Survey, and in Virginia Military Survey No. 577, Beavercreek Township, Greene County, State of Ohio and being the plats, lots, and tracts of land listed as follows:

Spindletop at Stonehill Village, Section One	P.C. 30, Pgs. 624A-627A	47.050 acres
Lot 1	B03000200360004600	
Lot 2	B03000200360004700	
Lot 3	B03000200360004800	
Lot 4	B03000200360004900	
Lot 5	B03000200360005000	
Lot 6	B03000200360005100	
Lot 7	B03000200360005200	
Lot 8	B03000200360005300	
Lot 9	B03000200360005400	
Lot 10	B03000200360005500	
Lot 11	B03000200360005600	
Lot 12	B03000200360005700	
Lot 13	B03000200360005800	
Lot 14	B03000200360005900	
Lot 15	B03000200360006000	
Lot 16	B03000200360006100	
Lot 17	B03000200360006200	
Lot 18	B03000200360006300	
Lot 19	B03000200360006400	
Lot 20	B03000200360006500	
Lot 21	B03000200360006600	
Lot 22	B03000200360006700	
Lot 34	B03000200360006800	
Lot 35	B03000200360006900	
Lot 36	B03000200360007000	

Lot 37	B03000200360007100
Lot 38	B03000200360007200
Lot 39	B03000200360007300
Lot 40	B03000200360007400
Lot 41	B03000200360007500
Lot 42	B03000200360007600
Lot 43	B03000200360007700
Lot 44	B03000200360007800
Lot 45	B03000200360007900
Lot 46	B03000200360008000
Lot 47	B03000200360008100
Lot 48	B03000200360008200
Lot 49	B03000200360008300
Lot 50	B03000200360008400
Lot 51	B03000200360008500
Lot 108	B03000200360008600
Lot 109	B03000200360008700
Lot 110	B03000200360008800
Lot 111	B03000200360008900
Lot 112	B03000200360009000
Lot 113	B03000200360009100
Lot 114	B03000200360009200
Lot 115	B03000200360009300
Lot 116	B03000200360009400
Lot 117	B03000200360009500
Lot 118	B03000200360009600
Lot 119	B03000200360009700
Lot 131	B03000200360009800
Lot 132	B03000200360009900
Lot 133	B03000200360010000
Lot 146	B03000200360010100
Lot 147	B03000200360010200
Lot 148	B03000200360010300
Lot 149	B03000200360010400
Lot 150	B03000200360010500
Lot 151	B03000200360010600
Lot 152	B03000200360010700
Common Lot E	B03000200360010800
Common Lot G	B03000200360010900
Common Lot H	B03000200360011000
Common Lot I	B03000200360011100

Common Lot J	B03000200360011200
Common Lot K	B03000200360011300
Common Lot L	B03000200360011400
Common Lot M	B03000200360011500

Spindletop at Stonehill Village, Section Two                      P.C. 34, Pgs. 978A-980B                      14.127 acres

Lot 134	B03000200360011800
Lot 135	B03000200360011900
Lot 136	B03000200360012000
Lot 137	B03000200360012100
Lot 138	B03000200360012200
Lot 139	B03000200360012300
Lot 140	B03000200360012400
Lot 141	B03000200360012500
Lot 142	B03000200360012600
Lot 143	B03000200360012700
Lot 144	B03000200360012800
Lot 145	B03000200360012900
Lot 23	B03000200360013000
Lot 24	B03000200360013100
Lot 25	B03000200360013200
Lot 26	B03000200360013300
Lot 27	B03000200360013400
Lot 28	B03000200360013500
Lot 29	B03000200360013600
Lot 30	B03000200360013700
Lot 31	B03000200360013800
Lot 32	B03000200360013900
Lot 33	B03000200360014000
Common Lot D	B03000200360014100

Spindletop at Stonehill Village, Section Three                      P.C. 35, Pgs. 220B-223A                      15.519 acres

Lot 92	B03000200360015000
Lot 93	B03000200360015100
Lot 94	B03000200360015200
Lot 95	B03000200360015300
Lot 96	B03000200360015400
Lot 97	B03000200360015500
Lot 98	B03000200360015600
Lot 99	B03000200360015700
Lot 100	B03000200360015800

Lot 101	B03000200360015900
Lot 102	B03000200360016000
Lot 103	B03000200360016100
Lot 104	B03000200360016200
Lot 105	B03000200360016300
Lot 106	B03000200360016400
Lot 107	B03000200360016500
Lot 120	B03000200360016600
Lot 121	B03000200360016700
Lot 122	B03000200360016800
Lot 123	B03000200360016900
Lot 124	B03000200360017000
Lot 125	B03000200360017100
Lot 126	B03000200360017200
Lot 127	B03000200360017300
Lot 128	B03000200360017400
Lot 129	B03000200360017500
Lot 130	B03000200360017600
Common Lot F	B03000200360017700

Spindletop at Stonehill Village, Section Four      P.C. 35, Pgs. 310B-312A      7.290 acres

Lot 81	B03000200360017800
Lot 82	B03000200360017900
Lot 83	B03000200360018000
Lot 84	B03000200360018100
Lot 85	B03000200360018200
Lot 86	B03000200360018300
Lot 87	B03000200360018400
Lot 88	B03000200360018500
Lot 89	B03000200360018600
Lot 90	B03000200360018700
Lot 91	B03000200360018800
Common Lot A	B03000200360021000

Spindletop at Stonehill Village, Section Five      P.C. 35, Pgs. 312B-314A      14.663 acres

Lot 60	B03000200360018900
Lot 61	B03000200360019000
Lot 62	B03000200360019100
Lot 63	B03000200360019200
Lot 64	B03000200360019300
Lot 65	B03000200360019400

Lot 66	B03000200360019500
Lot 67	B03000200360019600
Lot 68	B03000200360019700
Lot 69	B03000200360019800
Lot 70	B03000200360019900
Lot 71	B03000200360020000
Lot 72	B03000200360020100
Lot 73	B03000200360020200
Lot 74	B03000200360020300
Lot 75	B03000200360020400
Lot 76	B03000200360020500
Lot 77	B03000200360020600
Lot 78	B03000200360020700
Lot 79	B03000200360020800
Lot 80	B03000200360020900
Common Lot A	B03000200360021100

Spindletop at Stonehill Village, Section Six                      P.C. 35, Pgs. 223B-225A                      4.653 acres

Lot 52	B03000200360014200
Lot 53	B03000200360014300
Lot 54	B03000200360014400
Lot 55	B03000200360014500
Lot 56	B03000200360014600
Lot 57	B03000200360014700
Lot 58	B03000200360014800
Lot 59	B03000200360014900
Common Lot C	B03000200360021200

Steeplechase of Stonehill Village, Section One "A"                      P.C. 34, Pgs. 768A-769B                      2.174 acres

Common Lot A	B03000200430001700
Lot 22	B03000200430001800
Lot 23	B03000200430001900
Lot 24	B03000200430002000

Steeplechase of Stonehill Village, Section One "B"                      P.C. 34, Pgs. 868B-869B                      8.402 acres

Lot 1	B03000200430002100
Lot 2	B03000200430002200
Lot 3	B03000200430002300
Lot 4	B03000200430002400
Lot 5	B03000200430002500

Lot 6	B03000200430002600
Lot 7	B03000200430002700
Lot 8	B03000200430002800
Lot 9	B03000200430002900
Lot 10	B03000200430003000
Lot 11	B03000200430003100
Lot 12	B03000200430003200
Lot 13	B03000200430003300
Lot 14	B03000200430003400
Lot 15	B03000200430003500
Lot 16	B03000200430003600
Lot 17	B03000200430003700
Lot 18	B03000200430003800
Lot 19	B03000200430003900
Lot 20	B03000200430004000
Lot 21	B03000200430004100
Lot 25	B03000200430004200
Lot 26	B03000200430004300
Lot 27	B03000200430004400
Lot 28	B03000200430004500
Common Lot D	B03000200430015700
Common Lot E	B03000200430015800

Steeplechase at Stonehill Village, Section Two

P.C. 35, Pgs. 135A-137A

7.259 acres

Lot 43	B03000200430004600
Lot 44	B03000200430004700
Lot 45	B03000200430004800
Lot 46	B03000200430004900
Lot 47	B03000200430005000
Lot 48	B03000200430005100
Lot 49	B03000200430005200
Lot 50	B03000200430005300
Lot 51	B03000200430005400
Lot 52	B03000200430005500
Lot 53	B03000200430005600
Lot 54	B03000200430005700
Lot 55	B03000200430005800
Lot 56	B03000200430005900
Lot 57	B03000200430006000
Lot 58	B03000200430006100
Lot 59	B03000200430006200

Lot 60	B03000200430006300
Lot 61	B03000200430006400
Lot 62	B03000200430006500
Lot 63	B03000200430006600
Lot 64	B03000200430006700
Lot 65	B03000200430006800
Lot 66	B03000200430006900
Common Lot D	B03000200430007000

Steeplechase at Stonehill Village, Section Three      P.C. 36, Pgs. 3A-4B      4.768 acres

Lot 29	B03000200430007100
Lot 30	B03000200430007200
Lot 31	B03000200430007300
Lot 32	B03000200430007400
Lot 33	B03000200430007500
Lot 34	B03000200430007600
Lot 35	B03000200430007700
Lot 36	B03000200430007800
Lot 37	B03000200430007900
Lot 38	B03000200430008000
Lot 39	B03000200430008100
Lot 40	B03000200430008200
Lot 41	B03000200430008300
Lot 42	B03000200430008400
Common Lot E	B03000200430008500

Steeplechase at Stonehill Village, Section Four      P.C. 36, Pgs. 181A-183B      10.349 acres

Lot 67	B03000200430008700
Lot 68	B03000200430008800
Lot 69	B03000200430008900
Lot 70	B03000200430009000
Lot 71	B03000200430009100
Lot 72	B03000200430009200
Lot 73	B03000200430009300
Lot 74	B03000200430009400
Lot 75	B03000200430009500
Lot 76	B03000200430009600
Lot 77	B03000200430009700
Lot 78	B03000200430009800
Lot 79	B03000200430009900
Lot 80	B03000200430010000



Lot 81	B03000200430010100
Lot 82	B03000200430010200
Common Lot F	B03000200430015900
Common Lot G	B03000200430010300

Liberty Hill at Stonehill Village

P.C. 36, Pgs. 256B-257b

14.443 acres

Lot 1	B03000200430010400
Lot 2	B03000200430010500
Lot 3	B03000200430010600
Lot 4	B03000200430010700
Lot 5	B03000200430010800
Lot 6	B03000200430010900
Lot 7	B03000200430011000
Lot 8	B03000200430011100
Lot 9	B03000200430011200
Lot 10	B03000200430011300
Lot 11	B03000200430011400
Lot 12	B03000200430011500
Lot 13	B03000200430011600
Lot 14	B03000200430011700
Lot 15	B03000200430011800
Lot 16	B03000200430011900
Lot 17	B03000200430012000
Lot 18	B03000200430012100
Lot 19	B03000200430012200
Lot 20	B03000200430012300
Lot 21	B03000200430012400
Lot 22	B03000200430012500
Lot 23	B03000200430012600
Lot 24	B03000200430012700
Lot 25	B03000200430012800
Lot 26	B03000200430012900
Lot 27	B03000200430013000
Lot 28	B03000200430013100
Lot 29	B03000200430013200
Lot 30	B03000200430013300
Lot 31	B03000200430013400
Lot 32	B03000200430013500
Lot 33	B03000200430013600
Lot 34	B03000200430013700
Lot 35	B03000200430013800

Lot 36	B03000200430013900
Lot 37	B03000200430014000
Lot 38	B03000200430014100
Lot 39 (Common OS)	B03000200430014200
Lot 40 (Common OS)	B03000200430014300
Lot 41 (Common OS)	B03000200430014400

Greenway at Stonehill Village	P.C. 36, Pgs. 271B-274A	14.609 acres
Lot 1 (Common H)	B03000200430014500	
Lot 2 (Common J)	B03000200430014600	
Lot 3 (Common I)	B03000200430014700	

Liberty Hill, Section 2 at Stonehill Village	P.C. 38, Pgs. 14A-15A	9.864 acres
Lot 1	B03000200430016000	
Lot 2	B03000200430016100	
Lot 3	B03000200430016200	
Lot 4	B03000200430016300	
Lot 5	B03000200430016400	
Lot 6	B03000200430016500	
Lot 7	B03000200430016600	
Lot 8	B03000200430016700	
Lot 9	B03000200430016800	
Lot 10	B03000200430016900	
Lot 11	B03000200430017000	
Lot 12	B03000200430017100	
Lot 13	3B0300020043017200	
Lot 14	B03000200430017300	
Lot 15	B03000200430017400	
Lot 16	B03000200430017500	
Lot 17	B03000200430017600	
Lot 18	B03000200430017700	
Lot 19	B03000200430017800	
Lot 20	B03000200430017900	
Lot 21	B03000200430018000	
Lot 22	B03000200430018100	
Lot 23	B03000200430018200	
Lot 24	B03000200430018300	
Lot 25	B03000200430018400	
Lot 26	B03000200430018500	
Lot 27	B03000200430018600	
Lot 28	B03000200430018700	

Lot 29	B03000200430018800
Lot 30	B03000200430018900
Lot 31	B03000200430019000

White Barn Trails at Stonehill Village, Section 1 (part of) P.C. 38, Pgs. 321B-322B 23.920 acres

Less Lots 1 & 2 -1.455 acres

Less Lots 4 & 5 -0.896 acres

Less Lots 10 & 11 -0.693 acres

Lot 3 B03000200430019300

Lot 6 B03000200430019600

Lot 7 B03000200430019700

Lot 8 B03000200430019800

Lot 9 B03000200430019900

Lot 12 B03000200430020200

Lot 13 B03000200430020300

Lot 14 B03000200430020400

Lot 15 B03000200430020500

Lot 16 B03000200430020600

Lot 17 B03000200430020700

Lot 18 B03000200430020800

Lot 19 B03000200430020900

Lot 20 B03000200430021000

Lot 21 B03000200430021100

Lot 22 B03000200430021200

Lot 23 B03000200430021300

Lot 24 B03000200430021400

Lot 25 B03000200430021500

Lot 26 B03000200430021600

Lot 27 B03000200430021700

Lot 28 B03000200430021800

Lot 29 B03000200430021900

Lot 30 B03000200430022000

Lot 31 B03000200430022100

Lot 32 B03000200430022200

Lot 33 B03000200430022300

Lot 34 B03000200430022400

Lot 35 B03000200430022500

Common Lot A B03000200430022600

Common Lot B B03000200430022700

Common Lot C B03000200430022800

Common Lot D B03000200430022900

Common Lot E	B03000200430023000		
Common Lot F	B03000200430023100		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 1 & 2		P.C. 39, Pgs. 144B-145A	1.455 acres
Lot 1A	B03000200430019100		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 4 & 5		P.C. 39, Pgs. 74A-74B	0.896 acres
Lot 4A	B03000200430019400		
White Barn Trails at Stonehill Village, Section 1 Replat of Lots 10 & 11		P.C. 39, Pgs. 166A-166B	0.693 acres
Lot 10A	B03000200430020000		
White Barn Trails at Stonehill Village, Section 2 (part of)		P.C. 39, Pgs. 206B-208A	12.478 acres
Less Lots 41 & 42			-1.017 acres
Less Lots 43 & 44			-0.894 acres
Lot 36	B03000200430023400		
Lot 37	B03000200430023500		
Lot 38	B03000200430023600		
Lot 39	B03000200430023700		
Lot 40	B03000200430023800		
Lot 45	B03000200430024300		
Lot 46	B03000200430024400		
Lot 47	B03000200430024500		
Lot 48	B03000200430024600		
Lot 49	B03000200430024700		
Lot 50	B03000200430024800		
Lot 51	B03000200430024900		
Lot 52	B03000200430025000		
Lot 53	B03000200430025100		
Lot 54	B03000200430025200		
Lot 55	B03000200430025300		
Lot 56	B03000200430025400		
Lot 57	B03000200430025500		
Lot 58	B03000200430025600		
Lot 59	B03000200430025700		
Common Lot G	B03000200430025800		
Common Lot H	B03000200430025900		

White Barn Trails at Stonehill Village, Section 2 P.C. 39, Pgs. 212A-212B 1.017 acres  
Replat of Lots 41 & 42

Lot 41A B03000200430023900

White Barn Trails at Stonehill Village, Section 2 P.C. 39, Pgs. 213A-213B 0.894 acres  
Replat of Lots 43 & 44

Lot 43A B03000200430024100

Remaining part of an original 45.888 acre tract of land conveyed to G.A. White Development Co., LLC  
by deed recorded in O.R. 3504, Page 752 (Survey Record 40, Pages 146) 9.490 acres

B03000200430001600

Claiborne Greens at Stonehill Village, Phase 1 (part of) P.C. 37, Pgs. 394A-397A 37.5280 acres  
Less Lot 41 (Common OS) -11.6020 acres

Lot 1 B03000200360021700

Lot 2 B03000200360021800

Lot 3 B03000200360021900

Lot 4 B03000200360022000

Lot 5 B03000200360022100

Lot 6 B03000200360022200

Lot 7 B03000200360022300

Lot 8 B03000200360022400

Lot 9 B03000200360022500

Lot 10 B03000200360022600

Lot 11 B03000200360022700

Lot 12 B03000200360022800

Lot 13 B03000200360022900

Lot 14 B03000200360023000

Lot 15 B03000200360023100

Lot 16 B03000200360023200

Lot 17 B03000200360023300

Lot 18 B03000200360023400

Lot 19 B03000200360023500

Lot 20 B03000200360023600

Lot 21 B03000200360023700

Lot 22 B03000200360023800

Lot 23 B03000200360023900

Lot 24 B03000200360024000

Lot 25 B03000200360024100

Lot 26 B03000200360024200

Lot 27 B03000200360024300

Lot 28	B03000200360024400
Lot 29	B03000200360024500
Lot 30	B03000200360024600
Lot 31	B03000200360024700
Lot 32	B03000200360024800
Lot 33	B03000200360024900
Lot 34	B03000200360025000
Lot 35	B03000200360025100
Lot 36	B03000200360025200
Lot 37	B03000200360025300
Lot 38 (Common OS)	B03000200360025400
Lot 39 (Common OS)	B03000200360025500
Lot 40 (Common OS)	B03000200360025600
Lot 42 (Common OS)	B03000200360025800
Lot 43 (Common OS)	B03000200360025900

Claiborne Greens at Stonehill Village, Phase 2A (part of)	P.C. 38, Pgs. 64B-67A	15.8458 acres
Less Lot 107 (Common OS)		-1.6979 acres

Lot 66	B03000200360026000
Lot 67	B03000200360026100
Lot 68	B03000200360026200
Lot 69	B03000200360026300
Lot 70	B03000200360026400
Lot 71	B03000200360026500
Lot 72	B03000200360026600
Lot 73	B03000200360026700
Lot 74	B03000200360026800
Lot 75	B03000200360026900
Lot 76	B03000200360027000
Lot 77	B03000200360027100
Lot 78	B03000200360027200
Lot 79	B03000200360027300
Lot 80	B03000200360027400
Lot 81	B03000200360027500
Lot 82	B03000200360027600
Lot 83	B03000200360027700
Lot 84	B03000200360027800
Lot 85	B03000200360027900
Lot 86	B03000200360028000
Lot 87	B03000200360028100
Lot 88	B03000200360028200

Lot 89	B03000200360028300
Lot 90	B03000200360028400
Lot 91	B03000200360028500
Lot 92	B03000200360028600
Lot 93	B03000200360028700
Lot 94	B03000200360028800
Lot 95	B03000200360028900
Lot 96	B03000200360029100
Lot 97	B03000200360029200
Lot 98	B03000200360029300
Lot 99	B03000200360029400
Lot 100	B03000200360029500
Lot 101	B03000200360029600
Lot 102	B03000200360029700
Lot 103	B03000200360029800
Lot 104	B03000200360029900
Lot 105 (Common OS)	B03000200360030000
Lot 106 (Common OS)	B03000200360030100
Lot 108 (Common OS)	B03000200360030300

Claiborne Greens at Stonehill Village, Phase 2B

P.C. 38, Pgs. 143B-145B

8.1890 acres

Lot 44	B03000200360030400
Lot 45	B03000200360030500
Lot 46	B03000200360030600
Lot 47	B03000200360030700
Lot 48	B03000200360030800
Lot 49	B03000200360030900
Lot 50	B03000200360031000
Lot 51	B03000200360031100
Lot 52	B03000200360031200
Lot 53	B03000200360031300
Lot 54	B03000200360031400
Lot 55	B03000200360031500
Lot 56	B03000200360031600
Lot 57	B03000200360031700
Lot 58	B03000200360031800
Lot 59	B03000200360031900
Lot 60	B03000200360032000
Lot 61	B03000200360032100
Lot 62	B03000200360032200
Lot 63	B03000200360032300

Lot 64 B03000200360032400  
Lot 65 (Common OS) B03000200360032500

Claiborne Greens at Stonehill Village, Phase 3 P.C. 38, Pgs. 187A-189A 11.6045 acres

Lot 109 B03000200360032600  
Lot 110 B03000200360032700  
Lot 111 B03000200360032800  
Lot 112 B03000200360032900  
Lot 113 (Common OS) B03000200360033000  
Lot 114 B03000200360033100  
Lot 115 B03000200360033200  
Lot 116 B03000200360033300  
Lot 117 B03000200360033400  
Lot 118 B03000200360033500  
Lot 119 (Common OS) B03000200360033600  
Lot 120 (Common OS) B03000200360033700  
Lot 121 B03000200360033800  
Lot 122 B03000200360033900  
Lot 123 B03000200360034000  
Lot 124 B03000200360034100  
Lot 125 B03000200360034200  
Lot 126 B03000200360034300  
Lot 127 B03000200360034400  
Lot 128 (Common OS) B03000200360034500  
Lot 129 B03000200360034600  
Lot 130 B03000200360034700  
Lot 131 B03000200360034800  
Lot 132 B03000200360034900  
Lot 133 B03000200360035000  
Lot 134 B03000200360035100  
Lot 135 B03000200360035200  
Lot 136 (Common OS) B03000200360035300  
Lot 137 B03000200360035400  
Lot 138 B03000200360035500  
Lot 139 B03000200360035600  
Lot 140 B03000200360035700

Claiborne Greens at Stonehill Village, Phase 4 P.C. 38, Pgs. 308B-310B 12.7403 acres

Lot 141 B03000200360035900  
Lot 142 B03000200360036000



Lot 143	B03000200360036100
Lot 144	B03000200360036200
Lot 145	B03000200360036300
Lot 146 (Common OS)	B03000200360036400
Lot 147	B03000200360036500
Lot 148	B03000200360036600
Lot 149	B03000200360036700
Lot 150	B03000200360036800
Lot 151	B03000200360036900
Lot 152	B03000200360037000
Lot 153	B03000200360037100
Lot 154 (Common OS)	B03000200360037200
Lot 155	B03000200360037300
Lot 156	B03000200360037400
Lot 157	B03000200360037500
Lot 158	B03000200360037600
Lot 159	B03000200360037700
Lot 160	B03000200360037800
Lot 161	B03000200360037900
Lot 162	B03000200360038000
Lot 163	B03000200360038100
Lot 164	B03000200360038200
Lot 165	B03000200360038300
Lot 166	B03000200360038400
Lot 167	B03000200360038500
Lot 168	B03000200360038600
Lot 169	B03000200360038700
Lot 170	B03000200360038800
Lot 171	B03000200360038900
Lot 172	B03000200360039000

Claiborne Greens at Stonehill Village, Phase 5 P.C. 38, Pgs. 397B-399A

6.8061 acres

Lot 173	B03000200360039100
Lot 174	B03000200360039200
Lot 175	B03000200360039300
Lot 176	B03000200360039400
Lot 177	B03000200360039500
Lot 178	B03000200360039600
Lot 179	B03000200360039700
Lot 180	B03000200360039800
Lot 189	B03000200360039900

Lot 180	B03000200360040000
Lot 181	B03000200360040100
Lot 182	B03000200360040200
Lot 183	B03000200360040300
Lot 184	B03000200360040400
Lot 185	B03000200360040500
Lot 186	B03000200360040600
Lot 187	B03000200360040700
Lot 190	B03000200360040800
Lot 191	B03000200360040900
Lot 192 (Common OS)	B03000200360021300

Claiborne Greens at Stonehill Village Replat of Common Open Space Lots 41 & 107 and 3.324 acres	P.C. 39, Pgs. 118B-120B	16.624 acres
Lot 41-A (Common OS)	B03000200360257000	
Lot 107-A (Common OS)	B03000200360302000	
Lot 193	B03000200360041000	
Lot 194	B03000200360041100	

Bluegrass Crossings at Stonehill Village, Section 1 Lot 1	P.C. 39, Pgs. 187A-191A B03000200430023300	23.706 acres
--	---	--------------

The Courtyards at Stonehill Village, Phase 1	P.C. 39, Pgs. 223A-225B	12.3578 acres
Lot 1	B03000200430026000	
Lot 2	B03000200430026100	
Lot 3	B03000200430026200	
Lot 4	B03000200430026300	
Lot 5	B03000200430026400	
Lot 6	B03000200430026500	
Lot 7	B03000200430026600	
Lot 8	B03000200430026700	
Lot 9	B03000200430026800	
Lot 10	B03000200430026900	
Lot 11	B03000200430027000	
Lot 12	B03000200430027100	
Lot 13	B03000200430027200	
Lot 14	B03000200430027300	
Lot 15	B03000200430027400	
Lot 16	B03000200430027500	
Lot 17	B03000200430027600	
Lot 18	B03000200430027700	

Lot 19	B03000200430027800
Lot 20	B03000200430027900
Lot 21	B03000200430028000
Lot 22	B03000200430028100
Lot 23	B03000200430028200
Lot 24	B03000200430028300
Lot 25	B03000200430028400
Lot 26	B03000200430028500
Lot 27	B03000200430028600
Lot 28	B03000200430028700
Lot 29	B03000200430028800
Lot 30	B03000200430028900
Lot 31 (Open Space)	B03000200430029000
Lot 32 (Open Space)	B03000200430029100
Lot 33 (Open Space)	B03000200430029200

Remaining part of an original 56.186 acre tract of land conveyed to Artisan Communities LLC  
by deed recorded in I.R. 2021030554 (Survey Record 48, Pages 96-97) 43.8282 acres  
B03000200430023200

Remaining part of an original 76.713 acre tract of land conveyed to KERWN AQUA, LLC  
by deed recorded in O.R. 2866, Page 187 (Survey Record 40, Pages 148-150) 19.697 acres  
B04000200430000500

Remaining part of an original 130.247 acre tract of land conveyed to KERWN BLUE, LLC  
by deed recorded in O.R. 2866, Page 191 (Survey Record 40, Pages 151-153) 110.063 acres  
B03000200430015000

All of a 68.360 acre tract of land conveyed to KERWN GREEN, LLC  
by deed recorded in O.R. 2866, Page 202 (Survey Record 40, Pages 156-158) 68.360 acres  
B03000200430015100

Remaining part of an original 61.707 acre tract of land conveyed to KERWN PINK, LLC  
by deed recorded in O.R. 2866, Page 215 (Survey Record 40, Pages 161-162) 36.632 acres  
B03000200430015300

All of a 207.251 acre tract of land conveyed to KERWN PURPLE, LLC  
by deed recorded in O.R. 2866, Page 219 (Survey Record 40, Pages 167-170) 207.251 acres  
B03000200430000500

Remaining part of an original 30.250 acre tract of land conveyed to KERWN RED, LLC  
by deed recorded in O.R. 2866, Page 225 (Red-1 Tract) 28.295 acres  
(Survey Record 40, Pages 163-164)  
B03000200430015400

All of a 10.072 acre tract of land conveyed to KERWN RED, LLC  
by deed recorded in O.R. 2866, Page 225 (Red-2 Tract) 10.072 acres  
(Survey Record 40, Pages 163-164)  
B03000200430015500

All of a 144.872 acre tract of land conveyed to KERWN SCARLET GRAY, LLC  
by deed recorded in O.R. 2866, Page 232 (Survey Record 40, Pages 134-136) 144.872 acres  
B03000200430014800

All of a 47.944 acre tract of land conveyed to KERWN YELLOW, LLC  
by deed recorded in I.R. 2021031155 (Survey Record 48, Pages 105-106) 47.944 acres  
B03000200430015600

Remaining part of an original 61.673 acre tract of land conveyed to RM BLUE & WHITE LLC  
by deed recorded in I.R. 2021020552 (Survey Record 26, Pages 83) 47.355 acres  
B03000200430000400

All of a 1.072 acre tract of land conveyed to HTMB, LLC  
by deed recorded in O.R. 3712, Page 696 (Survey Record 44, Page 231) 1.072 acres  
B03000200440002100

All of a 12.203 acre tract of land conveyed to Robert W. Nutter  
by deed recorded in O.R. 638, Page 479 (Survey Record 26, Page 29) 12.203 acres  
B03000200440002600

All of a 10.007 acre tract of land conveyed to Melinda R. Nutter  
by deed recorded in O.R. 3221, Page 656 (Survey Record 28, Page 350) 10.007 acres  
B03000200440001500

TOTAL AREA 1140.8108 acres

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 - Stonehill Development\Approvals  
\Exhibit A for 4<sup>th</sup> Amendment to Master Declaration.docx

DESCRIPTION CHECK A-xix  
Greene County Engineer's Tax Map Dept.  
 Legally Sufficient As Described  
 Legally Sufficient With Corrections Needed  
 Legally Insufficient, New Survey Required  
By: MM Date: 08/29/21  
PAR ID: DIST SEE ABOVE PARCEL #5 BK PG PAR PAR  
*(Pages A-i through A-xix)*

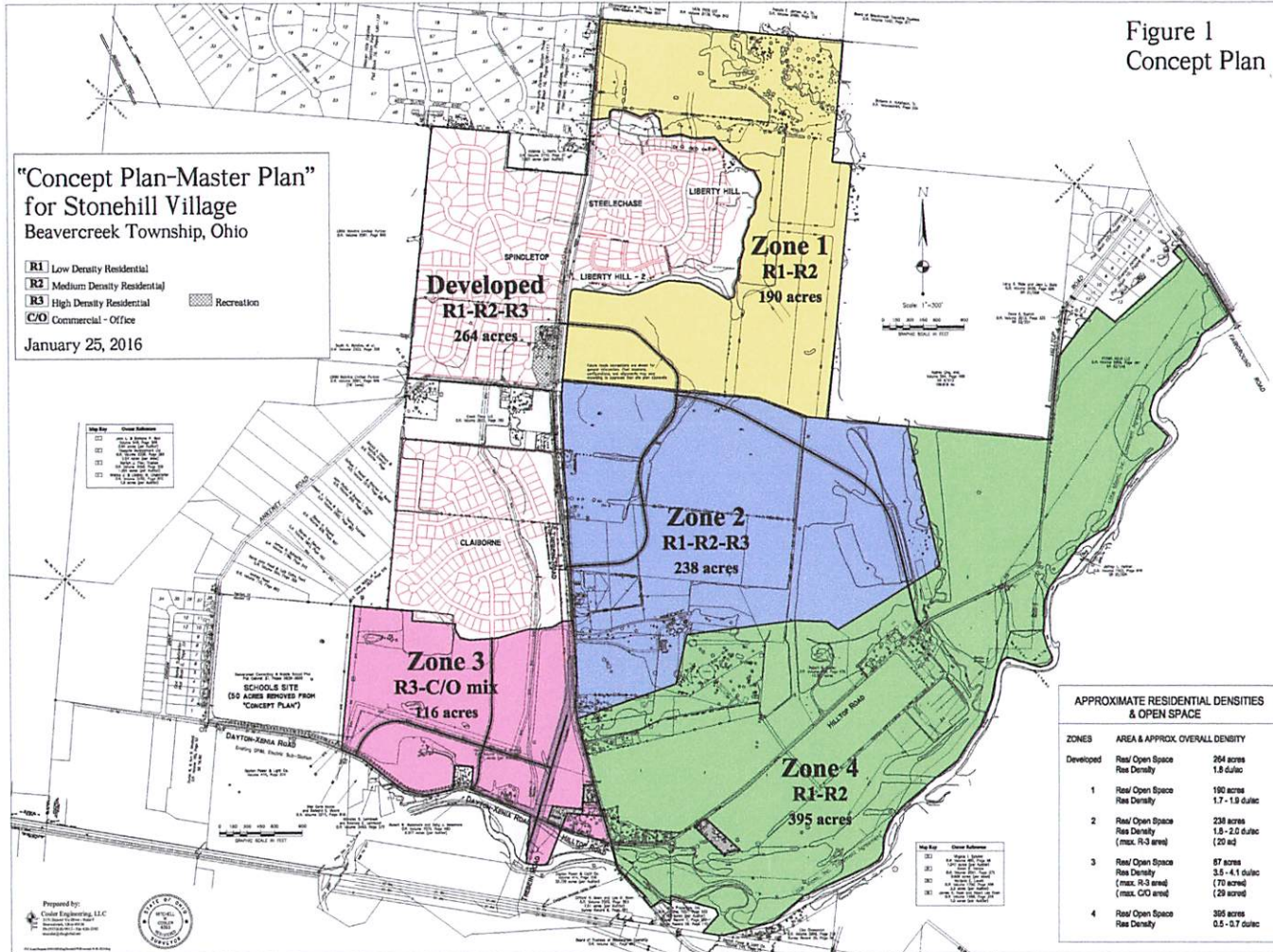
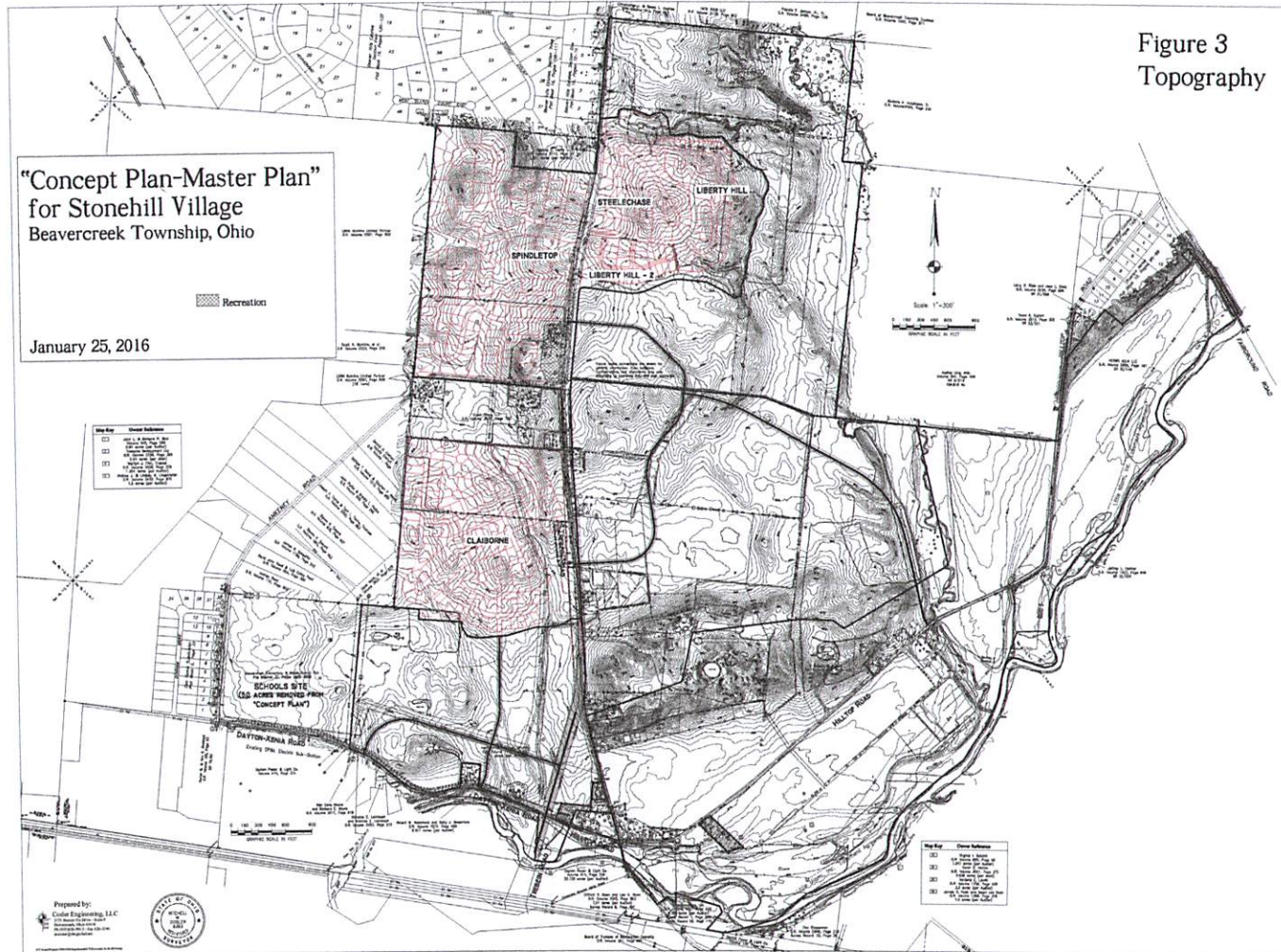


Figure 1  
Concept Plan

**EXHIBIT B**  
 Master Concept Plan



Figure 3  
Topography



**EXHIBIT C**  
**Glossary of Defined Terms**

1. “**Accessory Structure**” means any temporary or permanent Improvement that is not permanently attached to and made a necessary part of a Primary Structure. The term includes without limitation all Landscape Features, buildings, structures, poles, recreational equipment, storage barns, sheds or facilities, garages, patios, decks, stairs, benches, gazebos, fences, gates, screening, functional retaining walls, windbreaks, antennas, satellite dishes, swimming pools, spas, signs and all other Improvements that are not shown on the original Plans as being a part of the Primary Structure.
2. “**Additional Property**” means that portion of the Property which has not yet been integrated as a functioning part of the Community by recording a Plat for that Phase in the manner provided in this Declaration.
3. “**Applicable Law**” means those present, future or amended statutes, laws, codes, regulations, rules, orders, guidelines and directives of any Government Entity that apply to a particular issue concerning any aspect of the Community or the Governing Documents. This includes, without limitation, all applicable zoning and subdivision regulation.
4. “**Approved Builder Program**” means the processes and procedures adopted by the Developer and implemented by the Design Review Board concerning the selection and approval of Builders.
5. “**Articles**” means the Articles of Incorporation signed by or on behalf of the Developer and filed in the office of the Secretary of State of Ohio for the purpose of organizing the Association as a non-profit Ohio corporation under Chapter 1702 of the *Ohio Revised Code*. This is an inclusive term that also means, where applicable, the Articles of Incorporation filed for the purpose of organizing the Society of any Neighborhood within the Community as a non-profit Ohio corporation under Chapter 1702 of the *Ohio Revised Code*. This term also includes all future amendments to the Articles.
6. “**Assessment**” means a charge against each Owner and respective Lot representing an allocable portion of the Common Expenses or other costs properly chargeable against an Owner and Lot in the manner provided in the Declaration. This term is inclusive of all types of Assessments provided in the Declaration. The following defined terms further describe the various types of permitted Assessments:
  - a. “**Compliance Assessment**” means a type of Special Assessment intended to reimburse the Association for its costs and expenses incurred in connection with enforcement of this Declaration and the Governing Documents, and to more effectively enable the Association to enforce this Declaration and the Governing Documents.
  - b. “**General Assessment**” means an Assessment for an allocable share of the normal Common Expenses of the Association that are applicable to all Owners and Lots within the Community.



- c. **“Individual Services Assessment”** means a type of Special Assessment representing charges for special services the Association may provide to some or all of the Owners in the Community that are not otherwise paid directly by means of a fee as services are rendered.
  - d. **“Limited Assessment”** means an Assessment for an allocable share of the normal Common Expenses of the Association relating to Limited Common Areas that are applicable to some, but not all, Owners and Lots within the Community.
  - e. **“Preliminary Membership Assessment”** means a one-time Special Assessment for the purpose of creating the necessary source of operating funds for the Association as Lots are added to the Community.
  - f. **“Special Assessment”** means an Assessment to recover an allocable share of: (i) the cost to repair any uninsured damage to Common Areas for which no Owner is responsible; or (ii) the cost to construct or install any additional improvement to the Common Area; or (iii) the cost of taking any extraordinary action for the benefit of the Association or the Society of any Neighborhood, the Members or any portion of the Common Area; or (iv) Compliance Assessments; or (v) Individual Services Assessments; or (vi) Preliminary Membership Assessments; or (vi) any other cost or expense not otherwise covered by General Assessments or Limited Assessments.
7. **“Association”** means Stonehill Village Community Association, Inc., a non-profit Ohio corporation, or its successors and assigns, formed under Chapter 1702 of the Ohio Revised Code for the purpose of exercising management, control and jurisdiction over the Common Areas and other aspects of the Community as a whole, as provided in the Declaration.
  8. **“Association Board”** means the body of Persons who assist in the management of the Community on behalf of the Owners, with a primary purpose of (i) informing the Executive Board of Neighborhood-specific and Community-wide issues; and (ii) voting on certain matters on behalf of the Owners of the Neighborhood represented by the Member of the Association Board, as provided in the Code of Regulations of the Association or Canons of Order of a Neighborhood Society. The Association Board and is comprised of all members of the Neighborhood Society Council for each Neighborhood in the Community.
  9. **“Bike and Jogging Path”** means a specific type of Recreational Facility within the Common Areas that is improved and designated for the purpose of walking, running, bicycling, skating and other non-traditional modes of transportation.
  10. **“Builder”** means any Person who has been approved by the Design Review Board to participate in the construction of Improvements on a Lot in the Community. Any Builder who owns fee simple title to a Lot will also be considered to be the Owner of that Lot during the period of ownership of the Lot.
  11. **“Business Days”** means every day except Saturday, Sunday or any federal or State recognized legal holiday. Any other reference to “day” or “days” means all calendar days.

12. “**Business Facility**” means any Primary Structure constructed on any Lot which is intended for the operation of a business, and not intended for use as a Residence or as an Accessory Structure to a Residence.
13. “**Canons of Order**” means the regulations of the Society of any Neighborhood which provide for the government of the Society, the conduct of its affairs and the management of its property, as provided in Chapter 1702 of the *Ohio Revised Code*. Canons of Order has the same meaning as code of regulations for purposes of Chapter 1702 of the *Ohio Revised Code*, and is a special term in this Declaration for the sole purpose of differentiating the regulations of a Society from the regulations of the Association. This term also includes all future amendments to the Canons of Order.
14. “**Claim**” means any form of legal or equitable action, cause of action, claim, controversy, dispute, demand, law suit, judgment, award, damage, interest, penalty, fine, liability, loss, cost or expense that any Claimant has, may have, or may allege to have, against any other Person or Persons who are subject to this Declaration, and which arise out of, in connection with, or otherwise directly or indirectly relate or pertain to, any of the Governing Documents.
15. “**Claimant**” means any Person who is subject to this Declaration, and who has, or alleges to have, any Claim under any of the Governing Documents.
16. “**Code of Regulations**” means the regulations of the Association for the government of the Association, the conduct of its affairs and the management of its property, as provided in Chapter 1702 of the *Ohio Revised Code*. This term also includes all future amendments to the Code of Regulations.
17. “**Common Area**” means collectively all of the real and personal property (including, without limitation, all Improvements) which the Association owns, leases or otherwise holds any possessory or use rights for the common use and enjoyment of the Owners in the manner provided in the Declaration. This term is inclusive of all types of Common Area provided in the Declaration. The following defined terms further describe the various types of Common Areas:
  - a. “**Community Common Area**” means Functioning Common Area that is generally intended for the use and enjoyment of all Owners in the Community.
  - b. “**Functioning Common Area**” means any Common Area that has been activated for the present use and enjoyment by the Owners as a result of designating that Common Area in a recorded Plat.
  - c. “**Future Common Area**” means any Common Area that is anticipated in the future under the Master Concept Plan, but has not yet been activated for the present use and enjoyment by the Owners because it has not yet been designated on a recorded Plat.
  - d. “**Green Space Areas**” means those portions of the Functioning Common Area that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being primarily devoted to a vegetative state, and

intended to provide openness and spaciousness to the Community with limited or no Improvements.

- e. **“Limited Common Area”** means those portions of the Functioning Common Area that are available for present use and enjoyment by some, but not all, of the Owners in the Community. This term includes, without limitation, those Limited Common Areas that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being: (i) limited to the use and enjoyment of only those Owners in a particular Neighborhood; or (ii) certain Recreation Facilities which are limited to the use and enjoyment by only some, but not all, of Members of the Association.
  - f. **“Restricted Common Area”** means those portions of the Functioning Common Area that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being intended for the general benefit of the Community, but to which actual physical access and use is either restricted or prohibited.
18. **“Common Expenses”** means the expenses actually incurred, or reasonably anticipated to be incurred, by the Association for the general benefit of all Owners, or for the benefit of some Owners in connection with Limited Common Areas, as a necessary and appropriate function of carrying out the purposes, rights and obligations of the Association pursuant to the Declaration and the Articles and Code of Regulations of the Association. This term includes expenses associated with creating and maintaining one or more Reserves. However, the term Common Expenses does not include any costs or expenses of the Developer directly relating to: (i) the initial planning, approval or organization of the Community, Association or any Society; or (ii) the original development and construction of any Phase of the Community; or (iii) installation of infrastructure and other capital improvements in anticipation of developing any future Phases of the Community.
19. **“Community”** means the aggregate of all Neighborhoods and Common Areas which together comprise the entire development project known as Stonehill Village.
20. **“Compliance Certificate”** means a written disclosure, issued by the Executive Board of the Association, containing all or any portion of the following information: (i) the current rate of Assessments pertaining to a Lot; (ii) the total amount of all Assessments and other monetary amounts, including without limitation interest, late charges, penalties and fines, then due and owing from an Owner with respect to a Lot; (iii) any pending violations of any of the Governing Documents enforceable against an Owner, or relating to an Owner's Lot; and (iv) such other information relating to compliance with the Governing Documents as the Executive Board may deem necessary or beneficial to disclose about an Owner or the Owner's Lot.
21. **“Compliance Order”** means a written order issued by the Design Review Board or the Executive Board of the Association to any Owner informing the Owner of current or anticipated violations of the Governing Documents, and ordering the Owner to take immediate corrective measures to cure the violations and comply with the requirements of the Governing Documents to the satisfaction of the DRB or Executive Board.

22. **“Conservation and Preservation Area”** means those portions of the Common Area that may be designated for conservation and preservation of the natural habitat without unreasonable or unnecessary disturbance or alteration.
23. **“Conservation and Preservation Easement”** means a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, under the terms of an Agreement between the Developer and Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993. This term further includes any other conservation, preservation or scenic easements the Developer or the Association may grant with respect to any portion of the Common Area in the future.
24. **“Council”** means the board of trustees of the Society of any Neighborhood, as provided in Chapter 1702 of the *Ohio Revised Code*. The Council includes all of those Persons who as a group are serving as the board of trustees at any particular time, and all successor members of the Council. Council has the same meaning as board of trustees for purposes of Chapter 1702 of the *Ohio Revised Code*, and is a special term in this Declaration for the sole purpose of differentiating the board of trustees of a Society from the board of trustees of the Association.
25. **“County”** means the political subdivision of the State of Ohio known as Greene County, Ohio.
26. **“Court”** means any State or federal court that has proper subject matter and personal jurisdiction over a particular Claim or other legal or equitable matter, and in which venue is proper under the Declaration.
27. **“Declaration”** means the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village. The Declaration also includes all exhibits attached to the Declaration, and all future amendments and supplements to the Declaration or any exhibits.
28. **“Design Review Standards”** or **“DRS”** means the written standards, guidelines and procedures governing the design and construction of any Improvements in the Community, and any amendments to the DRS. This is an inclusive term that means the Community DRS and applicable Neighborhood DRS, as those terms are defined below:
- a. **“Community DRS”** means those Design Review Standards, and any amendments, that are uniformly applicable to all Owners and Lots throughout the Community as a whole.
  - b. **“Neighborhood DRS”** means those additional Design Review Standards, and any amendments, that are uniformly applicable to only those Owners and Lots in a particular Neighborhood, but not necessarily to other Owners and Lots in different Neighborhoods of the Community.
29. **“Design Review Board”** or **“DRB”** means the committee appointed by the Executive Board of the Association for the purpose of administering and carrying out all of the provisions of the Declaration concerning compliance with the Community and applicable Neighborhood Design Review Standards. This term includes all successor members of the Design Review Board.

30. **“Developer”** means NUTTER ENTERPRISES, LTD., an Ohio limited liability company, and its successors and assigns. If the Developer assigns or delegates any of its rights or obligations regarding the construction and development of any particular Neighborhood or Phase to a Related Entity, then that Related Entity will be considered to be the Developer for purposes of that particular Neighborhood.
31. **“Development Period”** means that period of time (as specified in the Declaration) during the course of developing the Community or a particular Neighborhood in which the Developer will retain additional rights and authority in order to assure completion of the development consistent with the Developer's intent, and to facilitate an orderly transition of the management and operation of each Neighborhood and the Community as a whole to the Owners.
32. **“Drainage Facilities”** means the natural water drainage systems on or adjacent to the Property, and any temporary or permanent surface or subsurface water drainage Improvements constructed or installed by or for the Developer in any portion of the Community during the course of developing the Property. This phrase includes without limitation all grading, erosion or sediment abatement mechanisms, swales, channels, pipes, grates, conduits, dams and all areas created or naturally existing for the flow, detention or retention of surface water runoff.
33. **“Easement Areas”** means those areas of the Property that are subject to any type of easement, as provided in the Declaration or as shown on the applicable Plat.
34. **“Executive Board”** means the board of trustees of the Association, as provided in Chapter 1702 of the *Ohio Revised Code*. The Board includes all of those Persons who as a group are serving as the board of trustees at any particular time, and all successor members of the Executive Board.
35. **“Exempt Property”** means that portion of the Property upon which the terms, Conditions, covenants and restrictions provided in the Declaration, will remain dormant and inapplicable until the occurrence of certain events, as provided in the Declaration. The legal description of the Exempt Property is attached to the Declaration as Exhibit D.
36. **“Governing Documents”** means the Declaration, and all present or future Supplemental Declarations, Articles, Code of Regulations, Canons of Order, Rules and Regulations, Design Review Standards, Master Concept Plan, Plats, written policies, procedures, directives, orders and other documents regulating or governing any aspect of the Community, and any future amendments, modifications or supplements to those documents.
37. **“Government Entity”** means any federal, State, County, Township or other local governmental body, branch, board, agency, commission, department or other division which has proper legal jurisdiction over a particular matter.
38. **“Improvements”** means any temporary or permanent change to a Lot, Common Area or other portion of the Property from the condition in which it exists after the Developer completes the development of a Phase of the Community. This term includes without limitation all temporary or permanent Primary Structures, Accessory Structures, Landscape Features and other types of buildings, structures, fixtures, equipment or appurtenances of

every kind or description, and all Work and similar activities that result in a change to any aspect of the Property.

39. “**Landscape Features**” means those improvements to any portion of the Property consisting of any annual or perennial grasses, trees, shrubs, bushes, flowers, plants and other vegetation, all borders, retaining or decorative walls, fences, trellises, arbors, fountains, statues, ornamentation or similar “hard-scape” items, and any other decorative features on any Lot or Common Area.
40. “**Linear Park**” means a form of Green Space Area designed in an elongated fashion so as to facilitate links between Neighborhoods and Common Areas within the Community.
41. “**Lot**” means a separate, legally conveyable parcel of real property created by subdivision of any portion of the Property, as designated and shown on a recorded Plat, except those portions of the Property which are designated on a Plat as Common Areas or which are specifically dedicated for public use. A Lot includes, without limitation, the unimproved land and all present or future Improvements, appurtenant rights, privileges and easements.
42. “**Master Concept Plan**” means the conceptual land use plan for the Property, as approved in Beavercreek Township Zoning Case #671, a residential-business planned unit development, adopted by resolution dated October 12, 1993, and any future amendments to that land use plan or zoning case. A complete and accurate copy of pertinent portions of the Master Concept Plan are attached to the Declaration as Exhibit B.
43. “**Mediation Panel**” means the committee appointed by the Executive Board of the Association to hear, mediate and attempt to resolve disputes under the Alternative Dispute Resolution Article of the Declaration.
44. “**Member**” means a Person entitled to membership in the Association and/or the Society of any Neighborhood according to the terms and requirements of the Governing Documents. The following defined terms further describe the various types of Members:
  - a. “**Developer Member**” means a Person who is entitled to membership as the Developer or as a Related Entity.
  - b. “**Owner Member**” means a Person who is entitled to membership as an Owner of any Lot in a Neighborhood of the Community.
45. “**Neighborhood**” means an aggregation of Lots in a defined area of the Community characterized by common permitted uses, architectural design or size of Primary Structures, market value ranges, development density or other distinguishing factors. This is an inclusive term which, when used alone, means either or both of the following specific types of Neighborhoods:
  - a. “**Business District Neighborhood**” means a Neighborhood where the permitted uses of the Lots are limited to business purposes, or mixed-use business and residential purposes.
  - b. “**Residential Neighborhood**” means a Neighborhood where the permitted uses of the Lots are limited to single or multi-family residential purposes.
46. “**Neighborhood Concept Plan**” means the approved conceptual land use plan which shows the proposed layout for subdivision of the Property in a particular Neighborhood of the

Community. This phrase also includes any future amendments to a Neighborhood Concept Plan.

47. **“Notice of Claim”** means a written notice required to initiate alternative dispute resolution under the Declaration, which must contain, at a minimum, the following information: (i) the nature of the Claim, including the names of all Persons known to be involved and the Respondent’s alleged role in the Claim; (ii) the specific authority or legal basis out of which the Claim arises; (iii) the Claimant’s proposed remedy; (iv) a copy of any written notice of violation of the Governing Documents relating to the Claim previously sent to the Respondent; (v) that the Claimant is submitting the Claim for alternative dispute resolution under the Declaration; and (vi) such other information as the guidelines, procedures or Rules and Regulations adopted by the Executive Board may require.
48. **“Occupant”** means any Person who is temporarily or permanently in possession of a Residence, Business Facility, or any other portion of a Lot in the Community, whether or not such possession is lawful. The term includes, without limitation, the Owner, any tenant, guest or invitee of the Owner, or the respective family members of any such Persons, who are in possession of or using a Residence, Business Facility or other portion of a Lot with or without the express or implied permission of the Owner.
49. **“Owner”** means one or more Persons who individually or collectively hold recorded fee simple title to a Lot. The Developer, Related Entity and any Builder are also considered an Owner with respect to any Lot to which they hold fee simple title. The term “Owner” does not include any Person who holds or claims to hold an interest in a Lot as a tenant, land contract purchaser, or merely as security for performance of an obligation (such as a mortgage, mechanics lien or judgment lien), unless and until that Person has acquired fee simple title to the Lot through purchase, foreclosure or other proceedings in lieu of foreclosure.
50. **“Person”** means any individual, general or limited partnership, limited liability company, corporation, firm, trust, estate or any other form of entity recognized under Applicable Law.
51. **“Phase”** means a portion of the Property that is being developed as a unified piece, as represented by an individual Plat. In those instances when a Neighborhood is developed in multiple Phases, the term “Phase” may refer to the entire Neighborhood, and the term “Section” may be used to describe the sequential Plats comprising that Phase.
52. **“Plans”** means the collective set of all architectural prints, construction drawings, site plans, grading plans, calculations and other information pertaining to any Improvement that is required under the Design Review Standards to be submitted to the DRB.
53. **“Plat”** means the subdivision record plan of a portion of the Property depicting a Phase or Section, and which has been recorded in the plat records of Greene County, Ohio.
54. **“Primary Structure”** means any building(s) constructed on a Lot for the purpose of directly facilitating the principal permitted use of the Lot as either a Residence or a Business Facility.

55. **“Property”** means the real property located in Beavercreek Township, Greene County, Ohio described on Exhibit A attached to the Declaration. The Property constitutes all of the land contemplated under the Master Concept Plan to comprise the entire Community.
56. **“Public Utilities”** means any sanitary sewer, storm sewer, water, electric, natural gas, telephone, telecommunication, fiber optics, television, cable television or other form of public or quasi-public utility service now or in the future provided or made available to any Lot or Common Area in the Community. This term also includes all buildings, structures, fixtures, equipment, meters and other facilities necessary or customarily used in connection with such Public Utilities.
57. **“Qualified Mortgage”** means the holder of a mortgage representing the first and best lien on a Lot, as described in the Declaration.
58. **“Recreation Facilities”** means certain Improvements to portions of the Functioning Common Area or Limited Common Area that have been designated and developed for use and participation in one or more types of active recreational activities.
59. **“Related Entity”** means a legal entity in which at least a majority or all of the ownership interests are legally or beneficially held by Persons who are also owners of an interest in the Developer, and to whom the Developer has sold, transferred, assigned or otherwise delegated all of its rights and obligations with respect to development of all or any portion of a Neighborhood in the Community.
60. **“Repurchase Option”** means the right the Developer or the Association has to repurchase any Lot under specified circumstances, as provided in the Declaration.
61. **“Reserve”** means a fund established by the Executive Board of the Association to accumulate Assessments collected in excess of actual Common Expenses for the purpose of creating and maintaining resources to pay for future extraordinary or unanticipated expenses, or future maintenance, repair or replacement of capital assets.
62. **“Residence”** means the Primary Structure constructed on any Lot which is intended for use as a residence for one or more individuals, and not intended as a Business Facility or as an Accessory Structure to a Business Facility. With respect to any Primary Structure containing multiple Residences, the term Residence means each separate residential unit.
63. **“Respondent”** means any Person who is subject to this Declaration, and against whom a Claimant has asserted a Claim under the Governing Documents.
64. **“Rules and Regulations”** means the rules and regulations, and any amendments, adopted by the Executive Board of the Association or the Council of any Neighborhood Society for the purpose of regulating the use and enjoyment of any Common Area under its jurisdiction, or otherwise to provide consistent procedures for the conduct of Members, Owners, Occupants or Users within the Community or Neighborhood.
65. **“Section”** means one of a sequence of Plats that depicts a portion of the Property that is being developed as a unified piece. A sequence of related Sections will comprise a Phase of the Neighborhood or Community. The term “Section” may be used synonymously with the term “Phase,” but in most instances will refer only to that portion of a Phase shown on an individual Plat.



66. **“Society”** means a non-profit Ohio corporation, or its successors and assigns, formed under Chapter 1702 of the Ohio Revised Code for the purpose of exercising management, control and jurisdiction over the Common Areas and other aspects of any Neighborhood, as provided in the Declaration. Society has the same meaning as a corporation for purposes of Chapter 1702 of the Ohio Revised Code, and is a special term in this Declaration for the sole purpose of differentiating the Neighborhood organizations from the Association.
67. **“State”** means the State of Ohio.
68. **“Stop Work Order”** means a written order issued by the Design Review Board or the Executive Board of the Association to any Owner ordering the Owner to immediately stop any further Work on any Improvements on a Lot until the Owner has cured all current or anticipated violations of any Compliance Orders or requirements of the Governing Documents to the satisfaction of the DRB or Executive Board.
69. **“Supplemental Declaration”** means a written amendment to the Declaration for the purpose of granting additional rights, or placing additional covenants, conditions and restrictions, on all or part of the Property. As a matter of illustration, but not limitation, a Supplemental Declaration may define further rights and responsibilities applicable to a particular Neighborhood.
70. **“Township”** means the political subdivision of the State of Ohio known as Beaver Creek Township, Ohio. The term also includes any successor or new Government Entity created by merger, annexation or incorporation of all or any portion of the Township that includes all or any portion of the Property.
71. **“User”** means any Person who is using any of the Common Areas for any purpose, including without limitation any Member, Owner, Occupant, tenant, guest, invitee, or family member of any such Person.
72. **“Voidable Property”** means any portion of the Property contiguous to Exempt Property for which a Plat has not yet been recorded, and which the Developer has the right, in the manner provided in the Declaration, to withdraw from the Community and the encumbrance of the Declaration.
73. **“Work”** means any staking, grading, excavation, site work, planting or removal of Landscape Features, demolition, construction, alteration, or other activity regarding any existing or new Improvement, whether temporary or permanent.



**Cosler Engineering, LLC**  
Civil Engineering • Land Surveying

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

**EXHIBIT D**  
**Description of Exempt Property**

TRACT ONE  
Exempt Property Owned by RM Blue & White, LLC

Located in Sections 7 and 8, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being the remaining part of an original 61.673 acre tract of land conveyed to RM BLUE & WHITE LLC by deed recorded in I.R. 2021020552 of the Recorder's Office of Greene County, Ohio. 47.355 acres are remaining.  
(Survey Record 26, Pages 83) Parcel No. B03000200430000400

TRACT TWO  
Exempt Property Owned by Melinda R. Nutter

Located in Section 7, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being all of a 10.007 acre tract of land conveyed to Melinda R. Nutter by deed recorded in O.R. 3221, Page 656 of the Official Records of Greene County, Ohio.  
(Survey Record 44, Pages 231) Parcel No. B030002004400001500

TRACT THREE  
Exempt Property Owned by Robert W. Nutter

Located in Sections 7 and 8, Town 3, Range 7, Between the Miamis Survey, Beavercreek Township, Greene County, State of Ohio and being all of a 12.203 acre tract of land conveyed to Robert W. Nutter by deed recorded in O.R. 638, Page 479 of the Official Records of Greene County, Ohio.  
(Survey Record 26, Pages 29) Parcel No. B030002004400002600

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 - Stonehill Development\Approvals\  
Exhibit D for 4<sup>th</sup> Amendment to Master Declaration.docx

**EXHIBIT E**

**Code of Regulations for Stonehill Village Community Association, Inc.**

[BEGINS ON NEXT PAGE]