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1/6/2022 8:57:10 AM

Eric C Sears

Greene County Recorder

DECLR 474.00

Non-Conforming Fees 20.00

Pages 57

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
THE COURTYARDS AT STONEHILL
VILLAGE**

1343440
ED 4/5/22

Located At

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

This Document Prepared By

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TRANSFER NOT NECESSARY

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EXEMPT

GREENE COUNTY AUDITOR

1/5/2022

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Supplemental Declaration of Covenants, Conditions, and Restrictions for The Courtyards at Stonehill Village

This Supplemental Declaration of Covenants, Conditions, and Restrictions for The Courtyards at Stonehill Village ("Supplemental Declaration") is made by NUTTER ENTERPRISES, LTD., an Ohio limited liability company, effective as of the date written below.

Article One Introduction

Section 1.01 Background of Community

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

Section 1.02 Purpose of Supplemental Declaration

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

Section 1.03 Coordination with Declaration

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

Section 1.04 Exclusive Builder

Artisan Communities, LLC, an Ohio limited liability company, or its permitted assignee ("Artisan Communities") is hereby designated as the sole member of the approved Builder Group for The Courtyards at Stonehill Village Neighborhood. This exclusive nature of

designation shall be automatically revoked upon the termination of the Real Estate Purchase Agreement by and among KERWN Yellow, LLC, KERWN Blue, LLC and RM Blue & White, LLC (sometimes hereinafter collectively referred to herein as, the "Seller" or as the "Developer's Related Entities"), and Artisan Communities, dated July 22, 2021 (the "Purchase Agreement").

Section 1.05 Incorporation of Other Governing Documents

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

Section 1.06 Defined Terms

Words and phrases in this Supplemental Declaration that have specifically defined meanings are indicated with capital first letters. All of these defined terms have the same meanings as described in the Glossary of Defined Terms attached to the Declaration as Exhibit C. Additional defined terms that apply only to The Courtyards at Stonehill Village Neighborhood are attached hereto as Exhibit A.

Section 1.07 Interpretation

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

Section 1.08 Exercise of Discretion

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

Article Two Creation of Neighborhood

Section 2.01 Submission of Neighborhood

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

Section 2.02 Name of Neighborhood

The formal name of this Neighborhood is "The Courtyards at Stonehill Village." The abbreviated name of this Neighborhood is "The Courtyards".

Section 2.03 Activation

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

(a) Right to Re-Plat

Developer, by and through Artisan Communities, reserves the right, at any time and from time to time, to amend, alter or re-plat any Plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Artisan Communities and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Society and Association and each Owner whose Lot is not altered by such amendment, alteration or re-platting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or re-platting and shall be deemed to have joined in the same.

Section 2.04 Relationship to Community

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

Section 2.05 Subordination to Applicable Law

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

**Article Three
Neighborhood Development Plan**

Section 3.01 Neighborhood Concept Plan

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

Section 3.02 Permitted Uses

The Courtyards at Stonehill Village is a medium density Residential Neighborhood. All Lots in this Neighborhood will be used for single family residential purposes, but not for any other purpose. This limitation on permitted uses does not apply to those portions of the Neighborhood designated as Common Area or dedicated for public use.

Section 3.03 Phasing of Development

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

Section 3.04 Easements

The Developer has determined that the creation of certain easements is necessary and beneficial for the proper development and functioning of the Neighborhood, in addition to those easements created in the Declaration. 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, 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 Supplemental 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 land 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 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 Supplemental 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, Society, or any Owner, Occupant or other Person, unless otherwise specifically required in this Section or in the other Governing Documents.

(a) Courtyard Easements

Each Courtyard Lot ("Burdened Courtyard Lot") in The Courtyards at Stonehill Village Neighborhood is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Courtyard Lot

("Contiguous Courtyard Lot") which has a part of that Contiguous Courtyard Lot's courtyard located on the Burdened Courtyard Lot. The Owner of each Burdened Courtyard Lot grants to the Owner and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the dwelling or fence constructed on the Burdened Courtyard Lot, fences extending to and from the dwelling or fence of the Burdened Courtyard Lot and the dwelling constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Artisan Communities (or its specific successors and assigns) and/or shown on a recorded Plat. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the dwelling or fence on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the courtyard fencing constructed by Artisan Communities nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that dwelling on the Burdened Courtyard Lot. In the event of an emergency, the Burdened Courtyard Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Burdened Courtyard Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than twenty-four (24) hours advance notice prior to entering the Courtyard Easement.

(b) Maintenance Easement

A non-exclusive easement is hereby granted to the Association and Society, or designated representatives thereof, to enter upon, over, or through each Lot for the purpose of performing maintenance responsibilities reserved to the Association and Society in this Supplemental Declaration or the other Governing Documents, as amended from time to time.

(c) Drainage Facilities Easement

In addition to the easements for Drainage Facilities provided in Section 9.05 of the Declaration, and to the extent necessary to effect the proper discharging and channeling of storm water run-off so as to prevent any flooding, the Owners of

Lots 8, 9, 10, 125, 126 and 127 shall have a non-exclusive easement, appurtenant to such adjoining Owner's Lot and over the adjoining Lot, for the purposes of discharging and channeling storm water run-off into and through the drain lines and drain tiles located on the adjoining Lot.

Section 3.05 Common Areas

Each Plat will show those portions of the Neighborhood that are designated as Common Area. Upon recording each Plat, the designated Common Area will be automatically activated as Functioning Common Area. Each Plat will specifically indicate whether a Common Area in this Neighborhood is a Limited Common Area or a Community Common Area. After recording a Plat for the Neighborhood, the Developer, by and through Artisan Communities, will convey all of the Common Areas described on the Plat to the Association. This conveyance will be accomplished by recording a limited warranty deed from the Developer, by and through Artisan Communities, to the Association. The Society for this Neighborhood will not own any legal title to any of the Common Areas.

(a) Limited Common Areas

(1) Use and Enjoyment of Limited Common Areas

All areas designated on recorded Plats as Limited Common Areas within this Neighborhood shall be for the sole and exclusive use of Owners of Lots within this Neighborhood. Any Owner in this Neighborhood may temporarily and concurrently extend his, her, or its right to use and enjoy the Limited Common Areas to any Users designated by the Owner, subject to Rules and Regulations adopted by the Society Council.

(2) Title, Management, and Maintenance of Limited Common Areas

Simultaneously with the conveyance of the Common Areas to the Association, the Society will enter into an agreement with the Association regarding the management and maintenance of all Limited Common Areas located within the Neighborhood (the "Limited Common Area Maintenance Agreement"). The Limited Common Area Maintenance Agreement will define the rights and responsibilities of the Society and the Association related to terms including, but not limited to, the following:

- (a) Maintenance of Limited Common Areas in good, clean, attractive, functioning, and sanitary condition, order and repair, consistent with the standards required in the Declaration and other Governing Documents;

- (b) Construction, maintenance, repair, security, cleaning, and upkeep of Improvements located on the Limited Common Areas;
- (c) Use and maintenance of any supplies, inventory, equipment, fixtures or other property owned by the Association or Developer;
- (d) Calculation and regular updating of an annual budget for the maintenance of the Limited Common Areas;
- (e) Maintenance of financial records and other reports related to the Limited Common Areas; and
- (f) Timely payment of all charges, expenses, fees, taxes, or other amounts related to the maintenance of the Limited Common Areas.

(b) Community Common Areas

(1) Use of Community Common Areas Located In the Neighborhood

All Common Areas located within the Neighborhood that are designated as Community Common Areas shall function as provided in the Declaration, for the use and enjoyment of all Owners and Members in the Community.

(2) Use of Community Common Areas Located Outside the Neighborhood

Owners of Lots in The Courtyards at Stonehill Village shall have the limited right to use Community Common Areas located outside of The Courtyards at Stonehill Village Neighborhood, as follows, and subject to the terms and conditions of the Governing Documents for the Community:

(a) Recreation Facilities

Owners of Lots in The Courtyards at Stonehill Village shall generally not be permitted to use any Recreation Facilities located outside of The Courtyards at Stonehill Village. This includes, but is not limited to, the Centre at Stonehill Village, future community centers outside of the Neighborhood, pools, courts and courses designated for sports, playgrounds and all other Recreation Facilities located in an area of the Community outside of The Courtyards. This paragraph is expressly intended to modify

the provisions of the Declaration, including Section 12.01 of the Declaration, to exclude Owners in The Courtyards from the general use and enjoyment of Community Common Areas classified as Recreation Facilities. This paragraph also is expressly intended to modify the provisions of the Declaration, including Section 30.02 of the Declaration, to exclude Owners of Lots in The Courtyards from the obligation to pay the full General Assessment levied upon all Owners in the Community, due to the fact that these Owners shall not have the full use and enjoyment of the Community Recreation Facilities. In lieu of payment of the full General Assessment, Owners of Lots in The Courtyards shall pay a reduced amount proportionate to the portions of the Community Common Areas that the Owners are permitted to use and enjoy. This reduced amount will be as agreed between the Society and the Association, and will be levied as an ongoing Special Assessment.

However, the Owners of the first thirty (30) Lots sold in Phase 1 of The Courtyards at Stonehill Village Neighborhood shall have the option to use the Recreation Facilities located outside of The Courtyards at Stonehill Village, subject to the following limitations: 1) the Owner must pay \$95.00 at the beginning of each month to the Association for the duration of the limited use period; and 2) the limited use shall unconditionally terminate on the earlier of September 4, 2023 or the date of the opening of the Limited Common Area Recreation Facilities located in The Courtyards at Stonehill Village. The fee stated in this paragraph is subject to increase proportionate to any increase in the General Assessment levied by the Association on all Owners in the Community. A qualifying Owner of a Lot in The Courtyards at Stonehill Village who elects to use the Community Recreation Facilities under this paragraph may terminate such use prior to the end of the limited use period, but upon doing so, the Owner may not elect to restart the limited use of the Community Recreation Facilities even if the limited use period has not yet expired.

(b) General Community Common Areas

Owners of Lots in The Courtyards at Stonehill Village shall be permitted to use Community Common Areas that are not classified as Recreation Facilities located outside of The Courtyards at Stonehill Village.

Section 3.06 Neighborhood Clubhouse

The Developer, by and through Artisan Communities, intends to improve a portion of the Limited Common Areas of the Neighborhood with a structure intended to serve as a Neighborhood clubhouse (“Neighborhood Clubhouse”), as depicted on Exhibit C. It is anticipated that the Neighborhood Clubhouse will include a structure to serve as the Neighborhood’s recreation center, alongside Recreation Facilities and related Improvements. This Common Area is designated as a Limited Common Area. The Society will have the right to adopt special Rules and Regulations concerning the use of the Neighborhood Clubhouse and other Recreation Facilities on this Limited Common Area. As with all other Common Areas in the Community, the ownership and rights of the Association in the Neighborhood Clubhouse are subject to the rights of the Developer as reserved in the Declaration and other Governing Documents.

Section 3.07 Design Controls

All of the design controls described in the Declaration apply to this Neighborhood. All Improvements and construction activities in the Neighborhood are subject to full compliance with the Declaration and all of the Community Design Review Standards. In addition, the Developer adopts Neighborhood Design Review Standards to supplement the Community DRS. These Neighborhood DRS impose specific standards, requirements, policies, and procedures that apply to this particular Neighborhood. The Design Review Board, by and through any committee appointed by the DRB to oversee this specific Neighborhood, has jurisdiction over all Improvements in the Neighborhood in order to assure compliance with the Declaration and all of the Governing Documents. The authority of the DRB is described in the Declaration. This Supplemental Declaration does not create any additional rights or obligations on the DRB.

Section 3.08 Protective Covenants and Restrictions

All protective covenants and restrictions described in the Declaration apply to this Neighborhood.

Article Four Management of Neighborhood

Section 4.01 Creation of Society

The Developer has formed an Ohio non-profit corporation named The Courtyards at Stonehill Village Neighborhood Society, Inc. The Developer has filed the Articles of Incorporation and Original Appointment of Statutory Agent in the office of the Ohio Secretary of State to formally create this Society. As sole incorporator of the Society, the Developer has also adopted the Canons of Order, attached as Exhibit D, to serve as the code of regulations for the government of the Society, the conduct of its affairs, and the management of its property. The Articles, Canons of Order, other organizational documents and all further documents relating to this Society are part of the Governing Documents and are incorporated into this Supplemental Declaration by reference.

Section 4.02 Purpose of Society

This Society is the governing body for The Courtyards at Stonehill Village Neighborhood, subject to the authority of the Association and the Developer. The main purpose of the Society is to manage and maintain the Limited Common Areas located in the Neighborhood, and to provide a forum where Owners in the Neighborhood will have an opportunity to provide input into matters that affect the Neighborhood and the Community. The Members of the Society will also elect representatives to represent the Neighborhood on the Association Board. The Society may also serve an important social function by fostering closer relationships among the Owners in the Neighborhood, and between the Neighborhood and other Neighborhoods in the Community.

Section 4.03 Further Purpose of Society

The Society shall also serve the purpose of providing for the care and maintenance of Limited Common Areas in the Neighborhood, in cooperation with the Association and subject to the terms of the agreement contemplated in Section 3.04(a)(2) of this Supplemental Declaration. In addition to the care and maintenance of the Limited Common Areas, the Society may enter into an agreement with the Association regarding the provision of lawn care, landscaping, and other exterior maintenance services for the Owners of Lots in the Neighborhood, to the extent and on the terms determined by the Society and the Association.

Section 4.04 Structure and Powers of Society

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

Section 4.05 Assessments

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

(a) Neighborhood Assessments

Each Lot and its Owner is subject to the following Assessments, in addition to those levied by the Association under the Declaration. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Areas or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

(1) Operating Assessments - Purpose

The Society and the Association are authorized to establish, levy and collect Operating Assessments against each Lot with a dwelling constructed thereon and its Owner, subject to the same, an

equal pro rata share of such costs, in accordance with the provisions of this Supplemental Declaration and the other Governing Documents, for the purpose of providing funds to pay:

- (a) the cost of the maintenance, repair, replacement, and other services to be provided by the Society, including, but not limited to, the maintenance, repair, replacement of the Limited Common Areas and portions of the Lots as provided herein;
- (b) the costs for insurance and bond premiums to be provided and paid for by the Society;
- (c) the cost for utility services, if any, charged to or otherwise properly payable by the Society;
- (d) the costs for construction of new capital improvements on Limited Common Areas, not replacing capital improvements installed by Artisan Communities;
- (e) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Society, in an amount deemed adequate by the Council, and approved by the Association;
- (f) an amount deemed adequate by the Council, and approved by the Association, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, including private streets and drives, Limited Common Area storm sewers and Limited Common Area water lines and apparatus, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- (g) the costs for the operation, management and administration of the Society, including, but not limited to, fees for property management, real estate taxes and assessments for the Limited Common Areas (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Society, and the salaries, wages, payroll charges and other costs to perform these services, and any other

costs of operations of the Society not otherwise specifically excluded.

(2) Operating Assessments – Process

An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:

(a) Initial Period

Commencing on the date a Lot with a dwelling constructed thereon is initially conveyed to an Owner, such Lot and its Owner shall be subject to and obligated to pay to the Society an Operating Assessment for the remainder of the calendar year, as determined by the Council, in the proportion that the number of full calendar days remaining in the calendar year from the date of the closing of the conveyance of the Lot is to three hundred sixty-five (365). This amount may have been prepaid by Artisan Communities and if so, a credit back to Artisan Communities will be collected at the closing on the Lot.

(b) Subsequent Calendar Year

For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to an Owner, the Lot and its Owner shall be obligated to pay to the Society the full Operating Assessment for each such year. For each calendar year, the Council shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such Lot with a dwelling constructed thereon for such year. The Operating Assessment amount shall be determined by dividing equally among all Lots in the Community that have a dwelling constructed thereon and that have been conveyed to an Owner, the projected gross expenses anticipated to be incurred by the Society to operate the Society during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Limited Common Areas, and appropriate reserve funds).

For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to an Owner, Artisan Communities may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (i) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Artisan

Communities as of the first day of such year; or (ii) an amount necessary to fund the actual difference between the Society's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If, and to the extent, funds provided by Artisan Communities to the Society are necessary as a result of the failure of Lot Owner(s) to pay all or any portion of duly levied Assessments to the Society, such amounts provided by Artisan Communities may be characterized as non-interest bearing 'advances' or 'loans' by Artisan Communities to the Society, which the Society shall be obligated to repay to Artisan Communities upon demand, or which may be credited to Artisan Communities' payment of deficit(s) in any future year(s).

(c) Due Dates

The Operating Assessments issued to a Lot and its Owner shall be payable in full within ten (10) days of the date on which such Operating Assessment is issued; provided however that the Council may determine to allow payment in monthly; quarterly or semi-annual installments. If payable in installments, the Operating Assessment shall include a statement of the dates on which installments are due and notice of the Operating Assessment shall be given to a Lot Owner not less than ten (10) days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within ten (10) days shall be required.

(3) Special Assessments

The Council may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies, or any other purpose determined appropriate by the Council in furtherance of its functions under the Governing Documents and applicable law. Those Special Assessments shall be allocated among Lots and their Owners on the same basis as Operating Assessments are to be allocated and shall be due and payable on such basis and at such times as the Council directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days' written notice.

(4) Individual Lot Assessments

The Council may levy an Individual Lot Assessment against any Lot and its Owner to reimburse the Society for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Society reasonably determined to be an Individual Lot Assessment by the Council. By way of illustration, and not of limitation, the Council may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Council against any Lot and its Owner when the Lot is in violation of the provisions of the Governing Documents or the Owner or Occupants of that Lot or their guests or invitees violate any provision of the Governing Documents, or who suffers or permits the Occupants, guests, or invitees of that Owner's Lot to violate the same or any provision of the Governing Documents.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Council shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes: (1) a description of the property damaged or of the violation of the restriction, Rule or regulation allegedly committed; (2) the amount of the proposed Individual Lot Assessment; (3) a statement that the Owner has a right to a hearing before the Council to contest the proposed Individual Lot Assessment by delivering to the Council a written notice requesting a hearing within ten (10) days after the Owner receives written notice of the proposed Individual Lot Assessment; and (4) in the case of a charge for violation of a restriction, Rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Council given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of a dwelling on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Council determines to levy the Individual Lot Assessment

proposed, the Council shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

(b) Remedies

(1) Acceleration

If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same became due, the Council, at its option, without demand or notice, may call the entire balance of the Assessment due.

(2) Late Charge

If any Assessment or portion of any Assessment remains unpaid for ten (10) days after all or any part thereof became due and payable, the Council, at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Council, and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of: (i) twelve percent (12%); or (ii) the highest rate permitted by law. In addition, reasonable administrative collection charges, including but not limited to attorneys fees, may also be assessed for any payment remaining unpaid for ten (10) days after it is due.

(3) Application of Payments

Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Society for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Society in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

(4) Liability for Unpaid Assessments

Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Council may authorize the Society to institute and prosecute to completion an action at law on behalf of the Society against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the

Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Society's lien against that Lot for any delinquent Assessment nor prohibit the Society from foreclosing that lien.

(5) Liens

All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Society and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Council may authorize the filing of a certificate of lien with the Greene County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by a designated representative of the Society. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Society. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

(6) Subordination of Lien

The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any Qualified Mortgage on a Lot, as provided in the Declaration.

(7) Contested Lien

Any Owner who believes that an Assessment chargeable to that Owner's Lot, and for which a certificate of lien has been filed by the Society, has been improperly charged against that Lot, may bring an action in the Greene County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that

such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment.

(8) Estoppel Certificate

The Council shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the Society, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(9) Vote on Society Matters; Use of Common Areas

If any Assessment, or portion thereof, remains unpaid for more than thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Society matters and privileges to use the Common Areas under the control of the Society, except for necessary ingress and egress to the Owner's Lot, shall be suspended until such Assessment, including, without limitation, any and all administrative charges, including late fees, interest, costs of collection, including attorneys' fees, is paid in full.

Section 4.06 Relationship to Association and Developer

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

**Article Five
Enforcement and Remedies**

Section 5.01 Enforcement and Remedies

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

Article Six

Transition of Control

Section 6.01 Developer's Reservation of Rights

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

Section 6.02 Development Period and Transition

The Declaration also describes the manner in which the Developer will transition control of the Community and each Neighborhood to the Association and the respective Neighborhood Societies during the Development Period. This Supplemental Declaration and The Courtyards at Stonehill Village Neighborhood are subject to all provisions relating to the Development Period and the transition of control described in the Declaration.

Section 6.03 Irrevocable Power of Attorney

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

Article Seven

Additional Terms and Conditions

Section 7.01 Conveyance of Property to Builder

After recording this Supplemental Declaration, the Developer, through the Developer's Related Entities, conveyed all of the real property described on attached Exhibit B to Artisan Communities, pursuant to the terms of the Purchase Agreement. The purpose of the conveyance was to enable Artisan Communities to construct all of the site improvements and to sell all of the Lots in the Neighborhood. Notwithstanding the ownership by Artisan Communities of the property constituting the Neighborhood and its work in developing the property, Nutter Enterprises, Ltd. remains the Developer of the Neighborhood for all purposes under the Master Declaration and the other Governing Documents.

Section 7.02 Use of Neighborhood Name

No Person will have the right to use the name "The Courtyards at Stonehill Village" or any derivative of that name, in any part of the name of any building or Improvement, or any business or enterprises, or in any printed or promotional material, without the Developer's prior written consent. However, Owners may use that name in printed or promotional materials for the sole purpose of specifying that particular Lot or Improvement is located in the Neighborhood known as The Courtyards at Stonehill Village. The Neighborhood Society is entitled to use the name The Courtyards at Stonehill Village in its name.

Section 7.03 Notice of Transfer

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

Section 7.04 Notices

Unless a particular form of delivery is specified in any provision of the Governing Documents, any notice required or permitted to be given to any Person under this Supplemental Declaration or the other Governing Documents may be sent by ordinary postage prepaid mail, certified or registered mail, express delivery, hand delivery, 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 7.05 Condemnation

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

Section 7.06 Binding Effect

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

Section 7.07 Constructive Notice and Acceptance

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

Section 7.08 Covenants Running With Land

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

Section 7.09 Mutuality

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

Section 7.10 No Reverter

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

Section 7.11 Duration

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

Forty (40) year term, or within One (1) year prior to the termination of any successive Ten (10) year extension period.

Section 7.12 Time Limits (Perpetuities)

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

Section 7.13 Computation of Time

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

Section 7.14 Headings

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

Section 7.15 References

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

Section 7.16 Inclusive Terms

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

Section 7.17 Incorporation of Exhibits

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

Section 7.18 Partial Invalidity

If a court of proper jurisdiction determines that any provision of this Supplemental Declaration, or its application to any Person, is to any extent void or invalid, then the remainder of this

Supplemental Declaration will not be affected, and each remaining provision will be valid and enforced to the fullest extent permitted by Applicable Law.

Section 7.19 Conflict Within Supplemental Declaration or Amendments

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

Section 7.20 Amendment

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

Section 7.21 Governing Law

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

This Supplemental Declaration is effective as of the date adopted by the Developer and Artisan Communities on December 17, 2021.

WITNESSES:

DEVELOPER:

NUTTER ENTERPRISES, LTD.,
An Ohio Limited Liability Company



By: 
Robert W. Nutter, Trustee, Member

STATE OF OHIO)
) SS:
COUNTY OF GREENE)

Robert W. Nutter, on behalf of Nutter Enterprises, Ltd., acknowledged this document before me, with no oath or affirmation administered, on December 16 2021. This notarial certificate is an acknowledgement under Ohio law.



Jeffrey W. Gammell, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.



WITNESSES:

[Signature]
SB

ARTISAN COMMUNITIES:
ARTISAN COMMUNITIES LLC,
An Ohio Limited Liability Company

By: *[Signature]*
Daniel S. Armbruster, Manager

STATE OF OHIO)
)
COUNTY OF Franklin) SS:

Daniel S. Armbruster, on behalf of Artisan Communities LLC, acknowledged this document before me, with no oath or affirmation administered, on December 17, 2021. This notarial certificate is an acknowledgement under Ohio law.

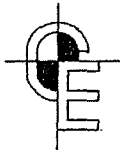
[Signature]
Notary Public



Emmaline K Dean
Notary Public, State of Ohio
My Commission Expires:
May 19, 2026

EXHIBIT A
Additional Defined Terms

1. **“Courtyard Easement”** means an easement located on a Courtyard Lot and benefitting a contiguous Courtyard Lot and the Owner thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement and use of an enclosed courtyard area and the Improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Lot is an area bounded generally by the side of the dwelling located on that Courtyard Lot, fences extending to and from the dwelling on that Courtyard Lot and the dwelling on the adjacent contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two contiguous Courtyard Lots, all as initially constructed by Artisan Communities and/or shown on a recorded Plat.
2. **“Courtyard Lot”** means a Lot on which a Courtyard Easement is located or which is benefitted by a Courtyard Easement.
3. **“Detached Product Lot”** means a Lot which is part of the Neighborhood on which a single-family dwelling is constructed, or will be constructed, and which dwelling is not, or is not intended to be, physically attached by a party wall to a dwelling constructed on an adjacent Lot.



Cosler Engineering, LLC

Civil Engineering • Land Surveying

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

Parcel No.: B03000200430023200

Description of 56.186 acres

**21.684 acres of KERWN YELLOW LLC, 20.184 acres of KERWN BLUE LLC, and
14.318 acres of RM BLUE & WHITE LLC Properties
December 14, 2021**

Located in Sections 7 and 8, Town 3, Range 7, Between the Miami Rivers Survey, Beavercreek Township, Greene County, Ohio, and being 21.684 acres out of a 69.624 acre tract of land conveyed to KERWN Yellow LLC (Parcel ID B03-2-43-156) by deed recorded in O.R. 2866, Page 238 of the Official Records of Greene County, Ohio; 20.184 acres out of a 130,247 acre tract of land conveyed to KERWN Blue LLC (Parcel ID B03-2-43-150) by deed recorded in O.R. 2866, Page 191 of the Official Records of Greene County, Ohio; and 14.318 acres out of a 61.673 acre tract of land conveyed to RM BLUE & WHITE LLC (Parcel ID B03-2-43-4) by deed recorded in Instrument No. 2021020552 of the Recorder's Office of Greene County, Ohio, said lands being more particularly described as follows:

Starting, for reference purposes, at an iron pin set at the northwest corner of said Section 7 and at the southwest corner of said Section 8;

thence with the line common to said Sections 7 and 8, South 85°04'22" East for 295.12 feet to a magnetic nail set in the east line of Trebein Road Right of Way Dedication in Claiborne Greens at Stonehill Village Phase 1 as recorded in Plat Cabinet 37, Pages 394A-397A of the Plat Records of Greene County, Ohio and the **POINT OF BEGINNING** of the herein described tract of land;

thence with the east line of said Trebein Road Right of Way Dedication for the following three (3) courses:

1. North 03°50'42" West for 615.73 feet to a magnetic nail set;
2. South 84°39'18" East for 30.39 feet to an iron pin found;
3. North 03°09'25" West for 652.91 feet to an iron pin set;

thence with new division lines for the following eleven (11) courses:

1. North 84°22'21" East for 350.25 feet to an iron pin set;
2. South 05°40'12" East for 70.00 feet to an iron pin set;
3. North 84°22'21" East for 348.40 feet to an iron pin set;

(Handwritten signature and date)
12-15-21

4. South 84°10'31" East for 88.86 feet to an iron pin set;
5. on a curve to the left with a radius of 275.00 feet for an arc distance of 208.04 feet, [delta angle is 43°20'37"], [long chord bearing is North 74°09'10" East and long chord distance is 203.11 feet] to an iron pin set;
6. South 84°10'31" East for 1522.59 feet to an iron pin set;
7. South 05°41'52" West for 766.56 feet to an iron pin set;
8. North 85°00'21" West for 555.71 feet to an iron pin set;
9. North 84°39'18" West for 570.78 feet to an iron pin found;
10. South 04°47'43" West for 352.09 feet to an iron pin set;
11. South 82°16'52" West for 1236.62 feet to a magnetic nail set in the east line of said Trebein Road Right of Way Dedication;

thence with the east line of said Trebein Road Right of Way Dedication, North 02°04'30" West for 23.97 feet to the **POINT OF BEGINNING**, containing 56.186 acres, subject, however to all prior covenants, conditions, restrictions, reservations, and easements as recorded or unrecorded, pertaining to the above-described tract of land.

NOTES:

The above description was prepared from the results of a field survey made by Cosler Engineering, LLC, by or under the direct supervision of Mitchell W. Cosler, Ohio Registered Surveyor No. 6393 on April 20, 2021 and CESO.

Iron pins referred to as set are 0.63 inch diameter rebar with cap stamped "CESO" and set by CESO Inc. Iron pins referred as found are 0.63 inch diameter steel with a yellow plastic cap stamped "COSLER 6393". Magnetic nails referred to as found or set are 0.25 inch diameter chrome two (2) inches in length with a 0.56 inch diameter head stamped "MAG".

Bearings are based on NAD 83 (2011)(EPOCH:2010) State Plane Grid (3402 OH S). Distances are at ground surface in US Survey Feet.

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



Computer file: MITCH-PC3-D:\Civil\3D Projects\4751\KERWN YELLOW BLUE and RM BLUE-WHITE LLC - legal description.docx

DESCRIPTION CHECK

Greene County Engineer's Tax Map Dept.

Legally Sufficient As Described

Legally Sufficient With Corrections Noted

Legally Insufficient, New Survey Required 010522

By: [Signature] Date: 2/5/21

Par ID: DIST 303 BK 2 PG 43 PAR 232

EXHIBIT C
Neighborhood Concept Plan

EXHIBIT D

Canons of Order for The Courtyards at Stonehill Village Neighborhood Society, Inc.

[BEGINS ON NEXT PAGE]

**CANONS OF ORDER
OF
THE COURTYARDS AT STONEHILL
VILLAGE
NEIGHBORHOOD SOCIETY, INC.**

An Ohio Non-Profit Corporation

Located At

**STONEHILL VILLAGE
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@nedayton.com

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Jointly By

O'DIAM & ESTESS LAW GROUP, INC.

And

NUTTER ENTERPRISES, LTD.

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Inquiries regarding permission for use of material contained in these Canons of Order for any other purpose should be addressed to:

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

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The Courtyards at Stonehill Village
Neighborhood Society, Inc.

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Canons of Order of The Courtyards at Stonehill Village Neighborhood Society, Inc.

Pursuant to Section 1702.10 of the *Ohio Revised Code*, the sole incorporator of **THE COURTYARDS AT STONEHILL VILLAGE NEIGHBORHOOD SOCIETY, INC.**, an Ohio nonprofit corporation (the "Society"), adopts the following Canons of Order of the Society in connection with the Neighborhood known as The Courtyards at Stonehill Village (the "Neighborhood"). The Neighborhood is part of the residential and business development known as Stonehill Village (the "Community"), located in Beavercreek Township, Greene County, Ohio. The term "Canons of Order" has the same meaning as "Code of Regulations" for purposes of Chapter 1702 of the *Ohio Revised Code*. These Canons of Order are effective as of the date written below.

Article One General Provisions

Section 1.01 Purpose

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

Section 1.02 Application of Canons of Order

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

unconditional acceptance of, and agreement to be bound by, these Canons of Order and all other Governing Documents.

Section 1.03 Definitions

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

Article Two Developer's Reservation of Rights

Section 2.01 Purpose

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

Section 2.02 Exclusive Control Over the Society

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

Section 2.03 Termination of Development Period

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

Article Three Name and Location

Section 3.01 Name of Society

The name of the Society is The Courtyards at Stonehill Village Neighborhood Society, Inc.

Section 3.02 Location of the Principal Office

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

Article Four Members

Section 4.01 Membership Type

There will be Two (2) types of Members in the Society, as follows:

(a) Owner Members

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

(b) Developer Member

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

Section 4.02 Owner Member Qualification

All Owner Members in the Society must be the holders of present legal title to a Lot in the Neighborhood. Membership by the Owner Members in the Society is evidenced by a properly executed and delivered deed granting a present legal interest in a Lot and will be effective from the date the deed is recorded. Owner Members may be individuals, general or limited partnerships, limited liability companies, profit or nonprofit corporations, trusts, or any other form of entity recognized under Ohio law and having the power to hold legal title to real estate. Membership in the Society is an incidence of ownership of a present interest in legal title to a Lot in the Neighborhood, and all Owner Members of the Society must have a present

legal interest in title to one or more of the Lots. No person who holds a future legal or equitable interest (whether vested or contingent) in any Neighborhood Lot will be an Owner Member of the Society, nor have any rights or obligations of Owner Members of the Society. Lenders holding any interest in any Lot in the Neighborhood as security for an obligation of the Owner of the Lot are not eligible to be Owner Members in the Society unless and until they have foreclosed on the security and obtained legal title to the Lot.

Section 4.03 Transfer of Membership by Owner Members

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

Section 4.04 Voting Rights

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

(a) Non-Voting Members

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

(b) Owner Members

Owner Members of the Society will be entitled to vote on all matters requiring the approval of the Members as set forth in these Canons of Order. There will only be One (1) vote per Lot. If a Lot is owned by more than one individual, the co-Owners of the Lot must determine among themselves who will exercise the voting right for that Lot. Multiple votes from co-Owners of a single Lot will result in the disqualification of all votes pertaining to that Lot on that issue. In situations where the Owner of a Lot is not a natural person, the Owner must designate in writing to the Secretary of the Society, in advance of casting a vote, the name and official title of the individual who is authorized to vote for that Owner Member on that issue. All votes of the Members are subject to the rights of the Developer during the Development Period.

Section 4.05 Annual Meetings

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

Section 4.06 Special Meetings

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

Section 4.07 Notice of Meetings

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

Section 4.08 Waiver of Notice

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

Section 4.09 Quorum

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

Section 4.10 Voting Power

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

Section 4.11 Proxy

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

Section 4.12 Action in Writing Without Meeting

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

Section 4.13 Alternate Ballot Voting by Members

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

Section 4.14 Order of Business

Roberts Rules of Order will apply to the conduct of all meetings of Members, except as otherwise specifically provided in these Canons of Order.

Section 4.15 Conduct of Meetings

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

Section 4.16 Issues That Require the Vote of the Owner Members

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

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

Section 4.17 Association Board

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

Article Five Neighborhood Council

Section 5.01 Governing Body; Composition

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

Executive Board deems appropriate to conduct the elections in a fair, efficient, and cost-effective manner.

The initial Council Member for The Courtyards at Stonehill Village will be appointed by Artisan Communities LLC. The Developer will always be considered to be an ex-officio member of the Council during the Development Period. As such, the Developer will be entitled to receive notice of all meetings of the Council, and to attend and participate in, itself or through an authorized representative, discussions of all issues raised at those meetings. The Developer will also have full access to all records of the Council and the Society. As an ex-officio member of the Council, the Developer will not be counted in determining the number of Council Members as set forth in the following Section of these Canons of Order.

Section 5.02 Number of Council Members

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

Section 5.03 Terms of Office

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

Section 5.04 Compensation

Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Council Member will receive compensation for any service rendered to the Society as a Council Member. However, any Council Member may be reimbursed for his or her actual expenses incurred in the performance of such duties.

Section 5.05 Annual Organizational Meeting

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

Section 5.06 Regular Meetings

Regular meetings of the Council Members will be held no less than semiannually, on the dates and at the place and hour as may be fixed from time-to-time by resolution of the Council Members.

Section 5.07 Special Meetings

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

Section 5.08 Quorum

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

Section 5.09 Voting Power

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

Section 5.10 Action in Writing Without a Meeting

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

Section 5.11 Remote Participation in Meetings

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

Section 5.12 Powers of the Council Members

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

(a) General Powers

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

(b) Insurance

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

(c) Enforcement of Covenants and Restrictions

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

(d) Determination of Services

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

(e) Personnel

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

(f) Rules and Regulations

The Council will have the authority to adopt and publish, and from time to time amend, Rules and Regulations in the manner, and to the extent, set forth in the Declaration and any other Governing Documents. Rules and Regulations may cover issues regarding the procedures and operations of the Society,

Council, and Committees, and regarding the care, maintenance, and irrigation of Common Areas and lawns and landscaping on Lots within the Neighborhood.

(g) Suspension of Voting Rights

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

(h) Declare Vacancies in Office

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

(i) Indemnification

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

(j) Delegation

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

(k) Other

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

Section 5.13 Duties of the Council Members

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

(a) Exercise of Authority

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

(b) Record of Proceedings

The Council will cause to be kept a complete record of all of its acts and corporate affairs and to present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by Members representing one-half (½) or more of the Members.

(c) Supervision

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

(d) Actions Required in Declaration and Other Governing Documents

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

(e) Funds

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

(f) Books and Records

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

(g) Annual Budgets

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

(h) Collection of Assessments

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

(i) Common Areas

The Council will accept all obligations the Association may delegate to it regarding the care, irrigation, and maintenance of all or any portion of the

Community Common Areas within or adjacent to the Neighborhood and will take those actions that are reasonably necessary or beneficial to provide for the operation, care, upkeep, improvement and maintenance of those Common Areas in a manner which is consistent with the Declaration.

(j) Forum for Discussion and Input

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

(k) Coordination and Facilitation of Social Activities

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

(l) Copies of Canons of Order

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

(m) Other

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

Section 5.14 Management

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

Section 5.15 Accounts and Reports

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

(a) Cash Accounting

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

(b) Generally Accepted Accounting Principles

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

(c) No Commingling

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

(d) No Remuneration

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

(e) Disclosure of Financial Interest

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

(f) Annual Financial Statements

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

(g) Copies of Annual Reports

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

Section 5.16 Borrowing

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

Section 5.17 Prohibited Activities of the Council

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

Article Six Officers

Section 6.01 Designation

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

Section 6.02 Terms of Office; Vacancies

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

Section 6.03 Council President

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

Section 6.04 Council Vice President

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

Section 6.05 Council Secretary

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

Section 6.06 Council Treasurer

The Council Treasurer will have the responsibility for any Society funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Society. The Council Treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Society in such depositories as may, from time-to-time, be designated by the Council. The Council Treasurer will also prepare an annual budget and statement of income and expenses of the Society and will present them at each annual meeting of Members.

Section 6.07 Special Appointments

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

Section 6.08 Signing Requirements

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

Article Seven Committees

Section 7.01 General

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

committee member, including the committee chairperson, may be removed at any time and for any reason by the vote of a majority of the Council.

Section 7.02 Authority of Committees

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

Section 7.03 Meetings of Committees

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

Article Eight Indemnification

Section 8.01 General Indemnification

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

Article Nine Miscellaneous Provisions

Section 9.01 Amendment of Canons of Order

During the Development Period, only the Developer may amend these Canons of Order. Any amendment by the Developer will not require any notice to, or consent, approval or signature of, the Society, the Council, any Member, or any other Person. After the Development Period,

only the Owner Members of the Society may amend these Canons of Order by the affirmative vote of not less than Seventy-Five Percent (75%) of all Owner Members.

Section 9.02 Dissolution

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

Section 9.03 Service of Notices

Any notices required or permitted to be given to the Society, the Council, any Officer, or any Members, may be served by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the party to be notified or to a person at that party's home or office who would reasonably be expected to communicate the notice promptly to the party; or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission. All notices will be given at the subject party's telephone number, facsimile number, electronic mail number, or sent or delivered to the party's address as shown on the records of the Society. Notices of special meetings of the Council will also be posted in a prominent place within the Neighborhood. Notices sent by first class mail must be deposited into a United States mailbox at least Four (4) business days before the date scheduled for the meeting, event or deadline. Notices given by personal delivery, telephone or other device must be delivered or transmitted at least Seventy-Two (72) hours before the time set for the meeting, event or deadline. Notices to the Society or the Council must be addressed to the President of the Association, unless otherwise required in the Declaration, these Canons of Order, Rules and Regulations or any other Governing Documents.

Section 9.04 Non-Waiver of Covenants

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

Section 9.05 Conflicts with Other Documents

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

Section 9.06 Binding Effect

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

Section 9.07 Severability

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

Section 9.08 Gender and Grammar

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

Section 9.09 Fiscal Year

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

Section 9.10 Books and Records

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

Approved and adopted by the Developer and Sole Incorporator as the Canons of Order of the Society, on December 17, 2021.

DEVELOPER:

NUTTER ENTERPRISES, LTD.,
An Ohio Limited Liability Company

By: 
Robert W. Nutter, Trustee, Member