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Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village

A Nutter Enterprises, Ltd., Development

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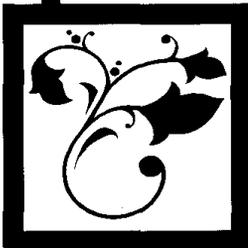
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DESCRIPTION CHECK
Greene County Engineers Tax Map Dept.
 Legally Sufficient As Described
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 Legally Insufficient, New Survey Required
By: uls Date: 3/10/99
PAR ID Dist BK PG PAR

3-10-99
TRANSFER NOT NECESSARY
Fee Exempt
JUANNA A. GRIFFIN, GREENE COUNTY AUDITOR

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

THIS DECLARATION is made by **NUTTER ENTERPRISES, LTD.**, an Ohio limited liability company, effective as of the date this instrument is recorded in the office of the Greene County Recorder.

PART ONE - INTRODUCTION

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

**ARTICLE I
PURPOSE OF DECLARATION**

Section 1.01: Developer's Intent. The underlying intention of the Developer is to create Stonehill Village as a master-planned community with an aesthetically pleasing and unique overall living environment unlike any other in the Miami Valley market area. This Declaration embodies the general plan of development for Stonehill Village. It describes the core strategies that will guide the pursuit of the goals and objectives of the Community. Although comprehensive, this Declaration is rather general in many respects. This is intended to allow flexibility for the Community to evolve as a dynamic, transforming social system, capable of adapting to changing trends and values over a long period of time. The purpose of this Master Declaration is to blend the traditional concepts of property development with equally important intangible characteristics that will make one's home within this Community a truly enjoyable place to live.

Section 1.02: Goals and Objectives. The Developer's goals and objectives for Stonehill Village are many and varied. The Community will be comprised of a broad spectrum of living and business opportunities to meet the needs and desires of people

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in different stages of life. Historical structures and valuable natural resources will be critical components of the Community, preserved to maintain a sense of heritage and openness, yet accessible for the use and enjoyment of the Community members. The structure of the Community, with its interrelated Neighborhoods and amenities, will encourage a strong feeling of community cohesiveness, while remaining sensitive to individual privacy. All of these facets will work dependently together to create a greater common good for the Community as a whole, with the ultimate results being an enhanced personal living experience for each member, and preservation of the value of each Community member's property investment.

Section 1.03: Master Concept Plan. The Master Concept Plan attached to this Declaration as Exhibit B illustrates the Developer's general ideas for development of Stonehill Village as an enticing community with a wide array of integrated amenities. It shows the anticipated mix of various residential, business, recreational and open space uses of the Property, together with the use of creative land planning concepts to form a unique social environment. The Master Concept Plan is the "blueprint" for carrying out the Developer's intent, goals and objectives. However, as a concept plan, it is a flexible and evolving document with potential to change in order to meet changes in the market, or to incorporate new and innovative concepts to further enhance the overall value and desirability of the Community.

Section 1.04: Submission of Property to Declaration. In order to implement the Developer's plan of development for Stonehill Village, the Developer declares that all of the Property described on attached Exhibit A must be held, used, occupied, improved, sold, conveyed and otherwise transferred and owned subject to all of the terms, covenants, conditions and restrictions provided in this Declaration, and all of the other Governing Documents described in this Declaration. This Declaration, and all of the other Governing Documents, are unconditionally binding upon all of the Property and all Persons to the extent and in the manner provided in this instrument.

ARTICLE II DEFINITIONS AND INTERPRETATION

Section 2.01: Defined Terms. Some words and phrases in this Declaration have specifically defined meanings. Those defined terms are indicated with capital first letters. The meaning of each defined term is provided in the Glossary of Defined Terms attached to this Declaration as Exhibit C.

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Section 2.02: Statutory Terms. Other words and phrases may have specific meanings defined in statutes or other Applicable Law. Unless those words or phrases are defined differently as a defined term in Exhibit C, those words and phrases are intended to retain the meaning provided in Applicable Law.

Section 2.03: Other Words and Phrases. All other words and phrases are intended to have their common, ordinary meaning. If there is a question concerning the meaning of any of these other words or phrases, then the definition provided in the most recent version of *Webster's* Dictionary in effect on the date of this Declaration will apply in interpreting this Declaration.

Section 2.04: Incorporation of Governing Documents. This Declaration is intended to be comprehensive and thorough, but it must be read, applied and enforced in conjunction with all of the other Governing Documents. It is not practical, however, to include all of the terms, conditions, rights and obligations provided in the other Governing Documents in the body of this Declaration, or as exhibits attached to this Declaration. Therefore, all of the other Governing Documents are incorporated into this Declaration by reference, and are made a material part of this Declaration to the same extent as if they were completely rewritten in this Declaration, or were attached to this 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 other 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 the Community, 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 the Community, or any prospective purchaser, during the Association's normal business hours. Further, any Owner, or any purchaser under contract to buy a Lot in the Community, may obtain a copy of all or any portion of the Governing Documents upon written request to the Association and payment of any applicable charge for the copy.

Section 2.05: Interpretation. Proper interpretation of all of the Governing Documents relating to Stonehill Village is important to assure the continuity and unending success of the Community as a whole. By accepting their deed to a Lot in the Community, each Owner recognizes and agrees that a traditional strict

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interpretation of the Governing Documents in favor of individual property rights would have a detrimental effect on the collective rights and legitimate expectations of all Owners in the Community. Therefore, this Declaration, and all of the other Governing Documents, must be liberally construed in a manner that will best reflect the Developer's intent, goals and objectives, and achieve the fundamental purpose of establishing a uniform plan for the creation and operation of a unique and desirable Community. The Developer will have the exclusive power and discretion to resolve any questions concerning the proper interpretation of the Governing Documents. After the Development Period, the Board of the Association will have this power and discretion. The interpretive decisions of the Developer and the Board will be final and binding on all Persons.

Section 2.06: Exercise of Discretion. Many aspects of the Governing Documents, and other decisions regarding the appropriate development and operation of the Community, require decisions that involve careful thought, analysis and exercise of discretion concerning what is in the best interests of the Community as a whole in light of the Developer's underlying intent, purposes and goals as reflected in this Declaration. Therefore, unless a different standard is specifically stated in a particular provision, whenever any provision of this Declaration, or any of the other Governing Documents, requires or permits a judgment, decision or determination by the Developer, the Developer will have the sole, absolute and exclusive power and discretion to make the judgment, decision or determination without any notice to or consent of any other Person. This standard will apply whether or not it is specifically stated in the provision requiring or permitting the judgment, decision or determination. Further, the standard in this Section will apply to all judgments, decisions or determinations of the Association, Board, any Neighborhood Society or Council, or Design Review Board where action by any of those entities is required or permitted.

PART TWO - DEVELOPMENT PLAN

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

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**ARTICLE III
OVERVIEW**

Section 3.01: General Plan. As stated in Part One of this Declaration, the Master Concept Plan is the current land use plan for the Property. In a legal context, it shows the types of uses that the present Township zoning resolution permits for respective areas of the Property. From a conceptual standpoint, it illustrates the spacial relationship of the various components the Developer currently anticipates incorporating into the Community. The Master Concept Plan is not a concrete, inflexible document. Types of uses may change or be completely eliminated, and the relationship of one use to another may be modified. All changes are subject to Applicable Law, and will comply with zoning and subdivision regulations. More specific details of the respective areas will evolve as the Developer records Plats for those areas. Therefore, the Master Concept Plan must be understood as a flexible, conceptual model for the Community based upon the Developer's present intentions.

Section 3.02: Composition of the Community. The Community is a combination of various Neighborhoods and Common Areas. Neighborhoods are groups of Lots that share common characteristics, such as type of permitted use, size, design requirements, or simply location within the Community. The next Article of this Declaration describes the different types of Neighborhoods in more detail. Each Lot within a Neighborhood is a separate parcel of real estate that will be the individual property of an Owner. Common Areas, to the contrary, are portions of the Community that will be developed and maintained for the mutual use and enjoyment of more than one Owner. Most Common Areas will be for the general benefit of the Community as a whole. Some Common Areas, however, will serve only limited Neighborhoods or members of the Community. Part Three of this Declaration describes the rights and obligations associated with the Common Areas. The Community, therefore, is the overall relationship among the Lots in the various Neighborhoods in connection with the Common Areas, combined with the social relationships of the people who live and work in the Community.

Section 3.03: Management of the Community. The Developer has formed the Association to serve as the private governing body over the entire Community. Each Owner will be a Member of the Association. However, the structure of the Association is designed to facilitate varying levels of participation by Members, so that it remains a beneficial organization and does not become a burden for those who may choose to

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be less active in the affairs of managing the Community. The function and operation of the Association are described in more detail in Part Six of this Declaration.

Section 3.04: Management of the Neighborhoods. As each Neighborhood is created, the Developer will also form an organization for the management of that Neighborhood. These organizations will each be referred to as a "Society," simply to avoid confusion with the main Association of the Community. The Owners of the Lots in a Neighborhood will be the Members of the Society for that Neighborhood. The Societies will have general authority over the respective Neighborhoods, but that authority will be subordinate to the rights and obligations of the Association. The Societies will also hopefully serve as a mechanism to foster closer social relationships among the Owners in each Neighborhood. The rights and responsibilities of each Society are also explained further in Part Six of this Declaration.

Section 3.05: Effect of Master Declaration. This Declaration is the fundamental Governing Document for the Community. The Developer has recorded this Declaration over the entire Property at one time to assure a more uniform application of the overall development plan. It is analogous to a blanket, under which all components of the Community will develop and grow over time. However, until a particular Phase of a Neighborhood in the Community is actually developed by recording a Plat, the Master Declaration will remain dormant. This means that, although the Master Declaration is an encumbrance on title to the Property now, it will only become effective and enforceable with respect to those portions of the Property that are activated as a functioning part of the Community by recording a Plat of the Phase then being activated. The Master Declaration will remain dormant and unenforceable against the Developer with respect to those portions of the Property that are not then Platted. The process of activating Phases is explained later in the Article entitled Addition of Property in this Part Two of the Declaration.

Section 3.06: Phasing of Project. The Developer will develop the Property in multiple Phases. Each Phase will be of the size and in the location that the Developer determines to be appropriate at the time. A Neighborhood may be developed in one or more Phases, and more than one Phase may be under development in one or more Neighborhoods at the same time. Completion of the sequence of Phases will eventually complete the various Neighborhoods and, in turn, the full Community.

Section 3.07: Developer's Discretion. The Developer reserves and retains for itself the exclusive discretion and control concerning all decisions, judgments, actions and all other aspects directly or indirectly relating to the development of the Property. This

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includes, without limitation, modification of the Master Concept Plan; determination of whether or not, or when, to develop any particular Phase, Neighborhood, Common Area or other amenity shown on the Master Concept Plan or referred to in any of the Governing Documents; determination and implementation of the size, configuration, composition, location, sequence and construction of each Phase, Neighborhood and Common Area; additional rights, covenants, conditions and restrictions that may be applied to any Phase or Neighborhood through a Supplemental Declaration; and all other matters pertaining to any portion of the Property that has not yet then been Platted. The Association, and the Society of any Neighborhood, will only have authority over those Phases of the Community that have been activated as functional parts of the Community by recording of the respective Plats. The rights and powers of the Association and all Neighborhood Societies will be subordinate to the discretion, rights, powers and authority of the Developer throughout the entire Development Period, as provided in later Parts of this Declaration.

ARTICLE IV

TYPES OF NEIGHBORHOODS AND USES

Section 4.01: General Explanation. The Master Concept Plan shows the anticipated location and various types of Neighborhoods, as well as the projected types and locations of Common Areas and other uses of the Property. This Article provides a general description of the different types of Neighborhoods and uses. Essentially, there are two types of Neighborhoods: Residential Neighborhoods and Business District Neighborhoods. Portions of the Property will also be devoted to other uses and purposes that are not considered separate Neighborhoods, but may serve as amenities to one or more Neighborhoods, or may otherwise be beneficial to the Community as a whole. The Developer reserves the right, to the extent permitted by Applicable Law, to create one or more mixed use Neighborhoods that combine residential and business uses if, in the Developer's sole discretion, this type of Neighborhood would be beneficial to the Community. The Developer further reserves the right to create or eliminate other uses of those portions of the Property that are not already then incorporated into a particular Neighborhood.

Section 4.02: Residential Neighborhoods. There are several possible types of Residential Neighborhoods, each of which is differentiated primarily on the basis of Lot density (the number of Lots per acre of land). A particular Residential Neighborhood may contain one or more types of Lot density. The Owners of Lots in the different types of Residential Neighborhoods may have different rights concerning the use of

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some Limited Common Areas, and different obligations regarding Assessments. However, in most cases, all of the Owners of Lots in the same Neighborhood will have the same rights and obligations. Some Residential Neighborhoods may also be devoted to rental units, rather than ownership by the Occupant. The rights and obligations of the Owners and Occupants in the rental Residential Neighborhoods will be further clarified in a Supplemental Declaration, if the Developer creates such a Neighborhood. The following subparagraphs of this Section explain the basic types of Residential Neighborhood in more detail.

- A. Low Density Residential. Low density Residential Neighborhoods will have an average not to exceed one to two dwelling units per acre. These Neighborhoods will be for construction of single family residences.
- B. Medium Density Residential. Medium density Residential Neighborhoods will have an average of three to four dwelling units per acre. These Neighborhoods will also be for construction of single family residences, and may include detached patio homes and detached senior adult housing.
- C. High Density Residential. High density Residential Neighborhoods will have an average of five to a maximum of eight dwelling units per acre. These Neighborhoods will be for construction of multi-family residences. This may include condominium units, townhouses, apartments, senior adult housing apartments, and senior adult assisted living and nursing home care facilities.

Section 4.03: Business District Neighborhoods. The Developer contemplates inclusion of several Business District Neighborhoods throughout the Community. The focal Business District Neighborhood is the Village Center, with its central location and Village Green feature. The Business District Neighborhoods are an integral component of the Community because they will enable the convenient availability of necessary and beneficial goods and services to the residents of the Community. These Neighborhoods will contain a mix of retail, service and office businesses. The Developer will determine the actual permitted business uses as the Business District Neighborhoods are developed, subject to Applicable Law.

Section 4.04: Public School Property. The Master Concept Plan also contemplates the dedication of a portion of the Property for use as a public school. The Developer has included this as a prospective use in anticipation of the student population impact the Community may have on the local school district. The actual location of the school property and the timing of the dedication of that portion of the Property will be

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determined by the Developer in consultation with public school officials. Neither the Developer nor the Association will be responsible for development of that parcel, or construction, maintenance or operation of the school facilities.

Section 4.05: Common Areas. The Common Areas are not independent Neighborhoods. Instead, they are amenities to the Community which enhance the value and desirability of the Neighborhoods and each Lot. Part Three of this Declaration describes the Common Area rights and obligations in more detail.

ARTICLE V
ADDITION OF PROPERTY

Section 5.01: Activation of Phases. Each Phase of the Community will be created by recording a Plat and any Supplemental Declarations applicable to that Phase. The Plats and Supplemental Declarations will systematically integrate those specific segments of the Property as functioning parts of the Community. Upon recording each Plat, the Master Declaration will become effective and enforceable with respect to that Phase. Further, the Supplemental Declarations will provide any additional rights, covenants, conditions and restrictions that may apply to the particular Neighborhood in which the Phase is located. In summary, therefore, recording of a Plat will trigger the enforceability of this Declaration on that Phase, while the Supplemental Declaration will elaborate on the terms and conditions of this Declaration as it pertains to that Phase.

Section 5.02: Subdivision by Developer. The Developer will have the sole and exclusive right to subdivide the Property in any manner and at any times the Developer may desire. After a Plat is recorded for a particular Phase, the Developer will retain the right to partition, further subdivide, split or combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, of which the Developer is still the Owner. This right will allow the Developer to make adjustments to a Phase differently than shown on the Plat if, in the sole discretion of the Developer, those changes are necessary or beneficial to the development or sale of any Lots or other portions of the Additional Property.

Section 5.03: Later Acquired Real Property. If at any time the Developer acquires title to any more real property adjacent to the Property that is subject to this Declaration, the Developer will have the right, but not an obligation, to record an amendment to this Declaration to add that new real property as part of the Community. Upon recording that amendment, the new real property will become subject to all of the

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terms, covenants, conditions and restrictions in this Declaration to the same extent as if that property had been part of the Property described in this Declaration.

Section 5.04: No Consents Required. The Developer will have the sole and absolute discretion to take any of the actions described in this Article at any time and for any reason without the prior or later notice to or consent of any Person. The Developer will further have the right to sign and acknowledge any documents or instruments relating to any of these actions on behalf of itself and all other Persons who may have an interest in the Property or that Phase of the Property effected by the action, pursuant to the power of attorney provisions in Part Nine of this Declaration.

ARTICLE VI

DEDICATION OF PROPERTY

Section 6.01: Reservation of Right to Dedicate. Development of the Property in the manner contemplated in this Declaration requires the dedication or creation of certain property interests to Government Entities or other Persons. Therefore, in addition to the easements created later in Part Two of this Declaration, the Developer reserves the right to dedicate, or to grant easements, licenses, or other real property rights or interests, for any purpose to or for the benefit of any Government Entity or Person (including to itself) prior to or in conjunction with the Plat of any Phase, without the consent of any other Person. After recording a Plat, the Developer's rights under this Article with respect to that Phase will only apply to any Lot of which the Developer is still the Owner. After expiration of the Development Period, the reservation of rights to make dedications and other grants as provided in this Article will be exercisable by the Association, but only with respect to Common Areas under the ownership and control of the Association. The rights reserved by the Developer and the Association in this Article are exercisable in their sole and absolute discretion. Without limiting the rights reserved in this Section, the remaining Sections of this Article describe specific types of dedications and other grants the Developer currently anticipates making in connection with development of the Property.

Section 6.02: Public Streets and Utilities. The Developer reserves the right to dedicate public streets, and to dedicate or grant easements for Public Utilities, within the Community. All dedications and Easement Areas for Public Utilities will be shown on the Plat of the Phase or Phases to which they relate.

Section 6.03: Public School Property. The Developer further reserves the right to dedicate a portion of the Property to the Beavercreek City School District, or its successor local public school district, for the purpose of establishing an elementary

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school and related facilities, or for such other purposes as the Developer and the School Board may agree.

Section 6.04: Conservation and Preservation Easements. The Developer has entered into an Agreement with Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993, for the purpose of granting a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, under the terms and conditions of that Agreement. The Developer reserves the right to grant additional Conservation and Preservation Easements on such terms and conditions as the Developer may deem appropriate.

Section 6.05: Public Dedications Exempt From Declaration. Any portion of the Property, or property rights or interests less than fee title, that the Developer or the Association dedicate to any Government Entity for public use will be exempt from the terms, covenants, conditions and restrictions of this Declaration and all Supplemental Declarations.

ARTICLE VII

LATER PARTITION, SUBDIVISION AND COMBINATION

Section 7.01: No Partition of Common Areas. No Person will have the right to seek or enforce any judicial partition of all or any portion of the Functioning Common Areas at any time or for any reason, and no court shall order any such partition. This Section does not limit or prohibit the right of the Board or any Council to acquire or dispose of any tangible personal property, or other real property that is not subject to this Declaration. This Section also does not limit the rights and discretion of the Developer regarding the use, modification, sale, lease or other disposition of Future Common Areas or any other portion of the Additional Property.

Section 7.02: No Further Subdivision, Lot Splits or Lot Combinations. During the Development Period, no Person except the Developer will have the right to further subdivide, split, combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, differently than shown on the Plat signed and recorded by the Developer without the Developer's prior written consent. After expiration of the Development Period, no Person will have the right to further subdivide, split, combine or otherwise reconfigure any Lot, portion of a Lot, or combination of Lots, differently than shown on the Plat signed and recorded by the Developer without the prior written consent of the Board of the Association. The Developer or the Board may grant or withhold its consent for any reason, or without any reason, in its sole and absolute discretion. This Section does not limit the rights and discretion of the Developer

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regarding the subdivision, split or combination of any Lot during the Development Period in the manner and to the extent provided in this Declaration.

Section 7.03: No Unauthorized Condominiums. No Person except the Developer will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the *Ohio Revised Code* or other Applicable Law without the Developer's prior written consent. After expiration of the Development Period, no Person will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the *Ohio Revised Code* or other Applicable Law without the prior written consent of the Board of the Association. The Developer or the Board may grant or withhold its consent for any reason, or without any reason, in its sole and absolute discretion.

Section 7.04: Division of Ownership Interests. Nothing in this Declaration prohibits the division, sale, gift, or other transfer of the intangible ownership interests in any Lot among two or more Persons, or among the beneficial owners of any interest in any form of legal entity who is the Owner of a Lot, whether voluntarily, by operation of law or by judicial order. The purpose of this Section is to assure that the Owners of Lots will retain complete flexibility to adjust their ownership interests in their Lot without the need to partition, subdivide, split, combine or create a condominium of any Lot in violation of the other provisions of this Declaration.

ARTICLE VIII PROPERTY RIGHTS

Section 8.01: Nature of Rights in Lots. An Owner is the holder of fee title to a Lot in the Community, together with all rights, interests and privileges appurtenant or incidental to that fee title. No Person will be considered to be an Owner for purposes of the Governing Documents if that Person holds only equitable interests in the Lot, or an interest as security for an obligation, and not fee title to that Lot. As an illustration, but without limitation, a Person who is a purchaser of a Lot under a land installment contract holds only an equitable interest in the Lot until the contract is completed and the prior Owner has conveyed fee title for the Lot to the purchaser. Similarly, a mortgagee holds an interest in a Lot to secure payment of an obligation, and is not the Owner of that Lot by reason of holding a mortgage on it.

Section 8.02: Nature of Rights in Common Area. An Owner's rights in the Common Areas is a non-exclusive easement to access, use and enjoy the Functioning Common Areas in the manner and for the purposes specifically provided in the Governing Documents. No Person, other than the Developer and the Association or respective

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Societies, will have any fee title ownership interest in any Common Areas. The scope of an Owner's rights and obligations in the Common Areas is described in more detail in Part Three of this Declaration.

Section 8.03: Not Divisible From Fee Title. Every Owner's rights in the Common Areas, and status as a Member of the Association or the Society of any Neighborhood, is an incident of ownership of a whole or fractional fee title interest in a Lot in the Community. No Owner may divide, give, sell, assign, delegate, convey or otherwise transfer all or any part of the Owner's rights in the Common Area or Membership in the Association or the Society of any Neighborhood separate and apart from fee title to that Owner's Lot, whether voluntarily, involuntarily, by operation of law, or by court order.

Section 8.04: Right to Compliance Certificate. Every Owner who is selling a Lot, or the prospective purchaser of any Lot, has the right to request a Compliance Certificate from the Association prior to closing on the purchase of the Lot. The purpose of the Compliance Certificate is to disclose the current status of pending violations or delinquencies of any of the Governing Documents attributable to the Owner selling the Lot, or otherwise relating to or affecting the Lot. The Association will, within Twenty (20) Business Days after receipt of the purchaser's written request, provide the purchaser with a Compliance Certificate, valid through the date on which the Certificate is issued. The Association may make a reasonable charge for the issuance of a Compliance Certificate, which must be paid at the time of submitting the request for the Compliance Certificate. If the Compliance Certificate fails to reveal any violations or delinquencies that in fact existed prior to the effective date of the Compliance Certificate, then neither the Association nor any Owner will be permitted to enforce those undisclosed violations or deficiencies against the subsequent Owner after closing on the purchase of that Lot. However, if the prospective purchaser fails to properly and timely request a Compliance Certificate, or if the purchaser closes on the purchase of that Lot without adequate written proof that the violations or delinquencies disclosed on the Compliance Certificate were resolved to the satisfaction of the Association, then all disclosed violations and delinquencies will remain appurtenant to the Lot and will become the personal liability of the subsequent Owner. The Association will have the right to pursue all remedies available to the Association as provided in the Governing Documents. The Developer encourages every prospective purchaser to take advantage of the rights granted in this Section.

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ARTICLE IX
EASEMENTS

Section 9.01: General. The Developer has determined that the creation of certain easements is necessary and beneficial for the proper development and functioning of the Community. Therefore, the Developer has created and reserved all of the easements described in this Article. All of these easements are perpetual, are in addition to, or in conjunction with, any easements specifically identified on any Plat of the Property, and will be effective whether or not the specific Easement Areas are described on a Plat. Further, any failure to specifically refer to any or all of the easements described in this Declaration or on any Plat in any deed or mortgage will not defeat or fail to reserve the rights or easements in any respect, and the Lot, Common Area or other portion of the Additional Property being conveyed or mortgaged will continue to be encumbered by and subject to all of the easements. The exercise of any easement provided in this Declaration or any Supplemental Declaration will not constitute a trespass on that portion of the Property over which the easement may be properly exercised, and shall not require the payment of any rent, fee or other charge. For purposes of this Declaration, each easement will be deemed to be upon, across, over, under or through the applicable Easement Area, as necessary for the reasonable and appropriate exercise of that type of easement. The Developer's creation, reservation, exercise or use of any easement does not require notice to, or the consent of, the Association, any Neighborhood Society, or any Owner, Occupant or other Person, unless otherwise specifically required in this Article.

Section 9.02: Easements for Encroachments. There will be reciprocal, appurtenant easements of encroachment, and for the maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area, and between adjacent Lots, due to the unintentional placement, setting or shifting of any properly approved Improvements constructed on any Lot or Common Area to a distance of not more than Three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event will an easement for encroachment exist if the encroachment is a direct or indirect result of any intentional or willful act or omission by or on behalf of, or with the knowledge and consent of, an Owner, Occupant, or the Association.

Section 9.03: Easements for Entry. The Developer and the Association will have the right, but not the obligation, to enter upon any Lot for the purpose of inspecting the Lot or any Improvements to assure compliance with the Governing Documents, and to

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repair, maintain or restore the Lot or Improvements to correct any deficiencies or violations of the Governing Documents. This right of entry will also include the right to enter upon any Lot or Improvement for any emergency, security and safety reasons, or to cure any condition which may increase the possibility of a fire or other hazard if the Owner fails or refuses to cure the condition in the manner and within the time required in a Compliance Order issued to the Owner. Entry will only be during daylight hours and after no less than Twenty-Four (24) hours prior written or oral notice to the Owner, unless entry without notice is reasonably necessary to avoid an immanent threat of injury to or death of any Person, or damage to or destruction of any property. However, the right of entry reserved in this Section will not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

Section 9.04: Easements for Public Utilities. Developer reserves, for itself and any Government Entity or private provider of any Public Utilities, an easement upon any and all Lots, Common Areas, and other portions of the Property for the purpose of placing, constructing, operating, repairing, maintaining, renovating, upgrading, rebuilding, expanding, replacing, relocating or removing any Public Utilities, and pruning, cutting or removing any trees, shrubbery or other vegetation that encroach into the Easement Area, or otherwise interfere with the proper operation and functioning of the Public Utility. No Improvement may be constructed or maintained on any portion of the Easement Area for any Public Utility without the prior written consent of the provider of the Public Utility. Likewise, the exercise of this easement must not unreasonably interfere with the use of any Improvements on any Lot or Common Area. The provider of any Public Utility must repair or replace any damage to, or destruction of, a Lot, Common Area, Improvement or other portion of the Property resulting from the exercise of this easement. This easement does not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

Section 9.05: Easements for Drainage Facilities. Every Lot, Common Area and all other portions of the Property will be subject to a non-exclusive easement to and for the benefit of every other Lot, Common Area and other portion of the Property for the purpose of surface and subsurface storm water drainage and runoff in accordance with a master drainage plan established by the Developer. This easement will include, without limitation, the right to use or tie into any Drainage Facilities, and to divert storm water runoff into any Drainage Facilities at such points and in such manner as the

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Developer determines. This easement will be subject to any restrictions regarding quantity, quality, rate and direction of discharge that the Developer may impose, or that any Government Entity may properly require under Applicable Law.

Section 9.06: Conservation and Preservation Easements. The Developer reserves a non-exclusive easement, but not the obligation, to enter upon any Conservation and Preservation Area to inspect, maintain, repair, restore, or otherwise protect or preserve the Conservation and Preservation Areas for the uses and purposes for which they were intended.

Section 9.07: Landscape Easements. The Developer reserves an easement, but not the obligation, to enter upon any Lot, Common Area or other portion of the Additional Property to inspect, maintain, repair, restore, or otherwise protect or preserve any Landscape Features that are intended to be, or to later become, a part of any Common Area. This easement does not relieve the Association or any Neighborhood Society of the obligation to maintain the Landscape Features or any other portion of the Common Areas.

Section 9.08: Easements to Common Area. The Developer, every Owner and the Founding Members will have a non-exclusive easement of access to, and use and enjoyment of, the Common Areas for the uses and purposes, and subject to all requirements and limitations, provided in this Declaration and all of the other Governing Documents. This easement does not limit or restrict any rights or obligations of the Association or any Neighborhood Society with respect to the Common Areas.

Section 9.09: Easements for Construction. Developer reserves an easement for ingress and egress upon, and use of, such portions of any unimproved Lots, the Common Areas and other portions of the Property as the Developer may at any time determine to be necessary or beneficial in connection with any activity directly or indirectly relating to the planning, construction, grading, development or any other Work on any portion of the Property. This easement will remain in effect with respect to any unimproved Lot for as long as the Developer owns any Lot in that Phase, and with respect to any Common Area for as long as the Developer owns any Lot in the Neighborhood in which the Phase is located. Developer further reserves an easement upon every Lot for a period of Five (5) years after the sale of the Lot by the Developer for the purpose of entering upon the Lot to make any necessary or beneficial corrections or changes to any grading or drainage patterns for the benefit of any adjacent or nearby Lots, Common Areas or other portions of the Property. However, the Developer will be obligated to restore any damage that occurs to any Improvements

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on a Lot or Common Area as a result of exercise of this easement. In connection with the performance of construction of any Improvements on any Lot, the Developer may, but shall not be obligated, to grant to any Builder a temporary license or permission to use the easement reserved by the Developer in this Section (except the extended entry for grading and drainage matters), but only to the extent, in the manner and for the specific period of time Developer may decide.

Section 9.10: Developer's Marketing Easements. Throughout the Development Period, the Developer reserves an easement upon any Lot that the Developer owns, any Common Area and any other portions of the Property for any purpose directly or indirectly relating to the marketing, advertising, sale, lease, identification, description or any other form of promotion concerning any Lot, Neighborhood or the Community as a whole. This easement shall include, without limitation, any of the following that the Developer may desire: (i) the right to establish and operate one or more business offices, storage areas, construction yards, or model Residences or Business Facilities; (ii) the right to establish and operate one or more marketing, advertising, sales or leasing offices; (iii) the right to post and display any sign, flag, banner, billboard or other form of advertising; (iv) the right to conduct any commercial activity reasonably related to the any of the purposes under this Section, or any other rights and activities reserved for or permitted to be exercised by the Developer under this Declaration; and (v) the right to permit ingress, egress and parking of vehicles relating to any of these purposes. The Developer will have the obligation to repair or replace any Improvements removed, damaged or destroyed as a result of the exercise of this easement with an Improvement of substantially similar value, appearance and utility within a reasonable time following the date of removal, damage or destruction.

Section 9.11: Easements to Serve Additional Property. The Developer reserves a non-exclusive easement upon the Common Areas for any purpose directly or indirectly relating to access to, and construction on or development of, the Additional Property, whether or not any portion of the Additional Property is later activated and made subject to this Declaration. This easement includes, without limitation, a right of ingress and egress over the Common Areas for the construction of roads, or for tying into or installing any Public Utilities on the Additional Property. The Developer agrees that it will promptly repair or replace any damage to or destruction of the Common Areas which results from development of the Additional Property. The Developer further agrees that if it exercises this easement for permanent access to any portion of the Additional Property that is not later made subject to this Declaration, the Developer

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will enter into a reasonable agreement with the Association to share the proportional costs of maintaining any access roadway serving the Additional Property.

Section 9.12: Easement for Special Events. The Developer reserves, for itself and for the Association, a non-exclusive easement over the Common Areas for the purpose of conducting parades, running, biking, skating or other sporting events, educational, cultural, artistic, musical or entertainment activities, concerts, festivals, picnics, parties, and other activities of general interest to all or any portion of the Community. These special events may take place at any location or any times that the Developer or the Association may deem appropriate. There will not be any limits on the number of special events or the timing of those special events described in this Section. The Developer is not required to obtain the consent of the Association or any other Person for such special events. The Association is only required to obtain the prior consent of the Developer, but no other Person, for such special events during the Development Period. Each Owner acknowledges and agrees that the exercise of this easement may result in a temporary increase of traffic, noise, gathering of crowds or related inconveniences. However, each Owner agrees, for themselves and all Occupants of their Lot, to refrain from any legal or private action that may interfere with or restrict the exercise of this easement.

Section 9.13: Future Easements. During the Development Period, the Developer reserves the right to grant additional easements upon any Lot that the Developer still owns or upon any Common Area for any uses or purposes the Developer deems to be necessary, beneficial or convenient in connection with the development of any aspect of the Property. However, no future easement may interfere with the integrity or functioning of, or access to or from, any Residence, Business Facility, Recreational Facility or other structural Improvement. After the Development Period, the Association will have the same rights to grant additional easements, but only upon the Common Areas.

ARTICLE X EXCEPTIONS TO DECLARATION

Section 10.01: Exempt Property. The Developer has designated certain areas of the Property to be exempt from these Declarations and the other Governing Documents. The legal description of the Exempt Property is attached to this Declaration as Exhibit D. The purpose of the Exempt Property is to permit the Founding Members to continue the use and enjoyment of the Exempt Property in the manner in which any of the Founding Members currently use and enjoy it, or in the manner in which they may, in

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their sole and absolute discretion, determine to use and enjoy it in the future. Therefore, this Declaration will remain dormant with respect to, and no term, covenant, condition, restriction or other duty or obligation in this Declaration or any of the other Governing Documents will apply to, be effective upon, or be enforceable against, any of the Founding Members, or all or any portion of the Exempt Property, except as specifically provided in the next Section of this Article.

Section 10.02: Period of Exemption. The exemptions provided in the preceding Section of this Article will be effective from the date of this Declaration, and will continue in full force and effect until the earlier to occur of the following events: (i) the date on which none of the Founding Members any longer hold any fee title interest to the Exempt Property; or (ii) the date on which any of the Founding Members record a Plat of any portion of the Exempt Property which creates one or more Lots less than Three (3) acres in area. However, upon the occurrence of any of these events, only that portion of the Exempt Property which is affected by the event will be removed from the designation as Exempt Property. Any portion of the Exempt Property that is so removed will then automatically, and without notice to or consent of any Person, become subject to all terms, covenants, conditions, restrictions, duties and obligations under this Declaration and the other Governing Documents.

Section 10.03: Conversion of Voidable Property. The Developer further reserves the right to at any time and for any reason convert any Voidable Property to Exempt Property. The purpose of this provision is to enable the Founding Members to expand or otherwise reconfigure the Exempt Property. The rights reserved in this Section may be exercised, if at all, by recording an amendment to this Declaration, signed and acknowledged by the Developer alone, specifically describing the portion of the Property then being converted to Exempt Property and stating that such portion of the Property is deemed to be Exempt Property. Upon conversion of any Voidable Property as provided in this Section, that portion of the Voidable Property will then be subject to the terms and conditions of this Article regarding Exempt Property.

Section 10.04: Withdrawal of Property. In addition to the rights of the Developer and Founding Members regarding Exempt Property and Voidable Property, the Developer further reserves the right to at any time and for any reason completely withdraw all or any portion of the Exempt Property or Voidable Property from the effect of this Declaration, and terminate this Declaration and all of the Governing Documents with respect to the portion of the Property then being withdrawn. The Developer further reserves the right, in its sole and absolute discretion, to at any time and for any reason

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

Section 10.05: Exemption of Developer. No term, covenant, condition, restriction, or other form of duty or obligation provided in this Declaration or any of the other Governing Documents will be binding upon or enforceable against the Developer at any time or for any reason throughout the Development Period. The Developer's exemption as provided in this Section applies, without limitation, to: (i) all portions of the Property; (ii) all Lots owned by the Developer at any time; (iii) all Common Areas of any type; (iv) all provisions applicable to Owners of Lots; and (v) all provisions applicable to Members of the Association or any Neighborhood Society. Further, nothing in this Declaration or any of the Governing Documents will limit, restrict, impede or otherwise impair the rights of the Developer to conduct any activities directly or indirectly relating to the planning, construction, development, platting, grading, alteration, modification, improvement, advertising, marketing, sale, leasing or any other activity pertaining to the Lots, Common Areas, Neighborhoods or Community, that the Developer determines for any reason, or without reason, to be necessary, advisable, or beneficial.

Section 10.06: Limitations on Amendment. No provision of this Article may be amended in any respect without the prior unanimous written consent of the Developer and all Founding Members who are then living.

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**ARTICLE XI
OTHER REGULATIONS**

Section 11.01: General Government Regulations. This Declaration, and all of the other Governing Documents, are subject to the Applicable Law of all Government Entities.

Section 11.02: Specific Zoning Compliance. In addition to general Applicable Law, this Declaration, and all of the other Governing Documents, are subject to the terms, conditions and requirements of Beaver Creek Township Zoning Case # 671, a residential-business planned unit development, adopted by resolution of the Township dated October 12, 1993, and any future amendments to, or extensions of, that zoning case. This Declaration and all of the other Governing Documents are also specifically subject to all applicable subdivision regulations of Greene County, Ohio.

Section 11.03: Existing Scenic River Preservation Agreement. This Declaration, and all of the other Governing Documents are also subject to the terms, conditions and requirements of an Agreement between the Developer and Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993, for the purpose of granting a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, and any future amendments to that Agreement.

Section 11.04: No Discrimination. The Developer intends that the Community will be an equal housing opportunity development. Therefore, no Person will be prohibited from becoming an Owner of any Lot, or a Member of the Association or the Society of any Neighborhood, on the basis of that Person's race, color, creed, national origin, religion, sex, sexual preference, disability, or any other discriminatory factor prohibited by Applicable Law.

PART THREE - COMMON AREA RIGHTS AND OBLIGATIONS

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

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ARTICLE XII
COMMUNITY COMMON AREAS

Section 12.01: Designation of Community Common Areas. Owners in the Community will benefit from a wide variety of Community Common Areas which are planned by the Developer. It is the Developer's intention to convey fee simple title to the Community Common Areas to the Community's Association in Phases, by means of the platting process and/or by special warranty deed. Furthermore, Supplemental Declarations may provide conditions and restrictions applicable to the use of some or all of the Community Common Areas. It is ultimately the intention of the Developer to provide all of the Owners in the Community with access to those Community Common Areas designated in the Master Concept Plan. As the Community develops to its full potential, there will thus be more and more Community Common Areas available for use by the Owners. All Owners in the Community will have access to the Community Common Areas, and such Community Common Areas will be maintained, in the manner described in this Part of the Declaration, and as may be further described in any Supplemental Declarations. These Community Common Areas are intended to include, but not necessarily be limited to, those types of Community Common Areas described in the following Section of this Article.

Section 12.02: Types of Community Common Areas. There are several different types of Community Common Areas planned for the Community. The different types described below are representative of those the Developer anticipates incorporating into the Community. However, this is not an exclusive list. Further, the Developer reserves the right during the Development Period to eliminate any type of Community Common Area, or to include additional types, during the process of developing the Community.

- A. **Green Space Areas.** The Master Concept Plan for the Community contemplates a vast network of open space corridors, park areas, and other open space elements that are to be strategically and attractively located throughout the Community. Portions of the Green Space Areas may contain identification signs for the Community and the respective Neighborhoods, as well as various Landscape Features. Some of these Green Space Areas are in the form of Linear Parks, intended to create unique and convenient links between Neighborhoods and Common Areas throughout the Community.
- B. **Recreation Facilities.** The Master Concept Plan also contemplates the eventual establishment of several types of Recreation Facilities to be

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integrated throughout the Community in various locations. Some of these Recreation Facilities may be designated as Community Common Areas, while others will be Limited Common Areas.

- C. Bike and Jogging Paths. The Master Concept Plan anticipates the development of a vast network of Bike and Jogging Paths as a form of Recreation Facility. The Bike and Jogging Paths are intended to provide links between the Neighborhoods and the Community Common Areas for the purpose of facilitating non-traditional modes of transportation throughout the Community. Most of the Bike and Jogging Paths will be Community Common Areas, but some portions may be Limited Common Areas. The types of transportation and uses permitted on the Bike and Jogging Paths will be subject to Rules and Regulations adopted by the Board of the Association.
- D. Certain Conservation and Preservation Areas. Certain portions of the Property may be set aside for the purpose of conservation and preservation of natural animal life and vegetation. Some Conservation and Preservation Areas, or specific portions, may be designated as Community Common Areas and others may be considered Limited Common Areas. However, most Conservation and Preservation Areas will likely be designated as Restricted Common Areas.
- E. Village Green. The Master Concept Plan provides for the establishment of a small landscaped park in the Village Center area of the Community, which is to be designated the "Village Green." It is anticipated that this will be a focal feature within the Community.

ARTICLE XIII
LIMITED COMMON AREAS

Section 13.01: Designation of Limited Common Areas. The Developer may designate certain Common Areas as Limited Common Areas. These Limited Common Areas will be clearly identified on the Plat(s) of those Phases in which they are located. Limited Common Areas will be reserved for the exclusive use or primary benefit of certain identified Owners in one or more Neighborhoods, or particular Members of the Association. The Developer will reserve and provide restrictions on the use of the Limited Common Areas for the benefit of a specified group of Owners or Members, through Supplemental Declarations. No such reservation will preclude the Developer from later assigning or reserving the use of the same Limited Common Areas to

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additional Owners during the Development Period. After the Development Period, a Limited Common Area may be converted to a Community Common Area only upon the majority vote of the Voting Members of the Association and a majority vote of those Owners to which the Limited Common Area had been reserved. The Limited Common Areas are intended to include, but not necessarily be limited to, those types of Limited Common Areas specified in the following Section of this Article.

Section 13.02: Types of Limited Common Areas. The different types of Limited Common Areas described below are representative of those the Developer anticipates incorporating into the Community. However, this is not an exclusive list. Further, the Developer reserves the right to eliminate any type of Limited Common Area, or to include additional types, during the process of developing the Community.

- A. Neighborhood Limited Common Areas. Each Neighborhood may have certain Limited Common Areas which, due to their nature and/or location, would not be appropriately designated as Community Common Areas, and are intended for the exclusive use and enjoyment of only those Owners in that Neighborhood. Common Areas will be clearly designated on the Plat of the applicable Neighborhood where the Neighborhood Common Areas are to be located.
- B. Certain Recreation Facilities. As stated in the last Article, some Recreation Facilities, including possibly some portions of the Bike and Jogging Paths, due to the nature of their services and/or specific location, may be deemed by the Developer to be inappropriate as Community Common Areas. If so designated by the Developer, such Recreation Facilities will be deemed to be Limited Common Areas.
- C. Certain Conservation and Preservation Areas. The Developer may designate some Conservation and Preservation Areas, or specific portions, as Limited Common Areas. However, most Conservation and Preservation Areas will be Restricted Common Areas.

ARTICLE XIV

RESTRICTED COMMON AREAS

Section 14.01: Designation of Restricted Common Areas. The Developer reserves the right to designate certain portions of the Property as Restricted Common Areas. The Restricted Common Areas are intended for the overall benefit of the Community as a whole. However, actual physical access to or use of those Restricted Common Areas will be strictly prohibited or limited in the manner provided in Supplemental

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Declarations pertaining to those areas. Restricted Common Areas will be clearly identified on the Plat(s) of those Phases in which they are located. During the Development Period, the Developer will have the exclusive power to change the designation of all or any portion of the Restricted Common Area to either a Community Common Area or a Limited Common Area, for such uses and purposes as the Developer may provide in an amendment to this Declaration, or to the Supplemental Declaration through which the original Restricted Common Area designation was made. After the Development Period, a Restricted Common Area may be converted to a Community Common Area or a Limited Common Area only upon the majority vote of the Voting Members of the Association.

Section 14.02: Types of Restricted Common Areas. The Developer contemplates that Conservation and Preservation Areas will be the only type of Restricted Common Area. However, the Developer reserves the right during the Development Period to include additional types of Restricted Common Areas.

ARTICLE XV

USE AND ENJOYMENT OF COMMON AREAS

Section 15.01: General Use. Every Owner will have the right to use, access, and enjoy the Common Areas, subject to the conditions and limitations set forth in this Article, any Supplemental Declarations, and Applicable Law. Any Owner may temporarily and concurrently extend his, her, or its right to use and enjoy the Common Areas to any Users designated by the Owner, subject to Rules and Regulations adopted by the Board of the Association, and any restrictions provided in any other Governing Documents.

Section 15.02: Limitations on Use. The general use and enjoyment of Common Areas will be limited in the manner set forth in this Section.

- A. Community Common Areas. The general use of Community Common Areas will be subject to:
1. This Declaration, any Supplemental Declaration, and all of the other Governing Documents;
 2. Any restrictions or limitations contained in any deed conveying such Community Common Areas to the Association;
 3. The right of the Board to adopt Rules and Regulations pertaining to the use and enjoyment of the Community Common Area;
 4. The right of the Board to suspend the right of an Owner to use Recreation Facilities within the Community Common Areas for any

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period during which any Assessment payable by the Owner remains unpaid, or any other violation of the Governing Documents remains uncured;

5. The right of the Association to dedicate or transfer all or any part of the Community Common Area;
6. The right of the Association to impose membership requirements and charge membership, admission or other fees for the use of any Recreation Facility included within the Community Common Areas;
7. The right of the Association to permit use of any Recreation Facilities within the Community Common Areas by Persons other than Owners and/or permitted Users upon payment of fees or charges established by the Association;
8. The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property, including the Community Common Areas, as security for money borrowed or debts incurred;
9. The right of the Developer or the Association to grant easements over the Community Common Areas, as provided in this Declaration.
10. The rights of certain Owners to the exclusive use of those portions of the Common Area designated as Limited Common Areas;
11. The restrictions or prohibitions pertaining to Restricted Common Areas;

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

Section 15.03: Developer's Use. During the Development Period, the Developer will have unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, without the payment of any Assessment or other fee or charge.

Section 15.04: Founding Members' Use. Notwithstanding anything to the contrary in this Declaration, the Founding Members and their designated Users will have the unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, throughout the Development Period,

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and after the Development Period so long as at least one of them own any Lot or Exempt Property within the Community. The rights of the Founding Members under this Section will also be without the payment of any Assessment or other fee or charge.

Section 15.05: Restrictions on Present Use of Future Common Areas.

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

ARTICLE XVI

OWNERSHIP OF COMMON AREAS

Section 16.01: Title to Community Common Areas. The Developer will convey to the Association fee simple title to, or a nonexclusive easement in, the Community Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, and all other Governing Documents. It is the intention of the Developer to transfer the Community Common Areas in Phases, to correspond to the development and Platting of the various Neighborhoods. The timing of the Developer's conveyance of the Community Common Areas to the Association will be at the Developer's sole and absolute discretion. Such conveyances will be made by the Developer by the terms of a Plat, or by special warranty deed, easement deed, or other conveyance mechanism as selected by the Developer.

Section 16.02: Title to Limited Common Areas. The Developer will convey to the Association fee simple title to, or a nonexclusive easement in, the Limited Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, and all other Governing Documents. Conveyance of the Limited Common Areas will be in the same manner as provided in the preceding Section regarding Community Common Areas. All Limited Common Areas will be conveyed to the Association, rather than to one or more Neighborhood Societies, to create a

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centralized and uniform system of management for the use, enjoyment, care, maintenance, improvement and regulation of all Common Areas.

Section 16.03: Title to Restricted Common Areas. The Developer will also convey to the Association fee simple title to, or a nonexclusive easement in, the Restricted Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, all other Governing Documents, and any other covenants, conditions and restrictions in any recorded Conservation and Preservation Easement. Conveyance of the Restricted Common Areas will be in the same manner as provided in the Section of this Article regarding Community Common Areas. All Restricted Common Areas will be conveyed to the Association, rather than to one or more Neighborhood Societies, to create a centralized and uniform system of management of the use, enjoyment, care, maintenance, improvement and regulation of all Common Areas.

ARTICLE XVII

MAINTENANCE OF COMMON AREAS

Section 17.01: Maintenance of Community Common Areas. The Association, subject to the rights of the Developer as provided in this Declaration and all of the other Governing Documents, will have the exclusive power and obligation to manage, control and maintain the Functioning Community Common Areas, including without limitation all Improvements included as part of the Community Common Areas. The Association will keep the Community Common Areas in good, clean, attractive, functioning and sanitary condition, order, and repair, consistent with this Declaration, the Master Concept Plan, and other applicable provisions of the Governing Documents. If the Developer provides (and identifies in a written notice to the Association), on a temporary or permanent basis, any supplies, inventory, equipment, fixtures or other property owned by the Developer, for the primary use and enjoyment of the Association, or for the benefit of some or all of its Members, such items will be considered Community Common Area for purposes of this Article, and will be used and maintained by the Association in the same manner as other Community Common Areas, until such time as the Developer revokes such privilege of use and enjoyment by written notice to the Association. Except as otherwise specifically provided in any of the Governing Documents, all costs associated with the management, maintenance, repair or replacement of the Community Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment.

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Section 17.02: Maintenance of Limited Common Areas. The Association will also have the same powers and obligations regarding Functioning Limited Common Areas as it does for Community Common Areas. All costs associated with the management, maintenance, repair or replacement of Limited Common Areas, however, will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Limited Common Area(s) have been granted and reserved. These costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

Section 17.03: Maintenance of Restricted Common Areas. The Association will also have the same powers and obligations regarding Functioning Restricted Common Areas as it does for Community Common Areas. All costs associated with the management, maintenance, repair or replacement of Restricted Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment. However, if the use and enjoyment of all or any portion of the Restricted Common Area is limited to, or otherwise restricted for the benefit of, less than all of the Owners, then all costs associated with the management, maintenance, repair or replacement of those portions of the Restricted Common Areas will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Restricted Common Area(s) have been granted and reserved. In such case, the costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

Section 17.04: Commencement of Association's Responsibility. The Association's responsibilities to maintain the Common Areas will commence concurrently with the recording of the Plat, the special warranty deed, or the easement deed, as the case may be, evidencing the Association's legal interest in the applicable Common Areas.

Section 17.05: Delegation to Professional Management. The Association may delegate all or any of its authority to discharge its responsibilities under this Article to a professional management agent. Any management agreement may not exceed One (1) year, renewable by agreement of the parties for successive One (1) year periods, with the right of termination by either party without cause and without the payment of a termination fee upon Thirty (30) days prior written notice. Furthermore, no such professional management agent will be deemed to be the agent of the Association, except as the Board may, in its sole discretion, deem necessary or desirable for the safeguarding of any funds received by or on behalf of the Association.

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Section 17.06: Restoration of Damage. All Common Area Landscape Features that are located in any publicly dedicated right-of-way or Easement for Public Utilities are the responsibility of the Association. No Government Entity is responsible for the care or maintenance of those Landscape Features. If any Common Area Landscape Features in a publicly dedicated right-of-way or Easement are damaged or destroyed as a result of necessary work on any Public Utilities, the Association will have the obligation to restore or replace those Landscape Features.

Section 17.07: Maintenance Guidelines. At such time as a significant amount of Common Area has been developed and incorporated into the Community, the Association will develop Rules and Regulations as guidelines to provide for the proper operation and scheduling of maintenance of the Common Areas.

ARTICLE XVIII
REGULATION OF COMMON AREAS

Section 18.01: Rules and Regulations. The Board will have the right to adopt Rules and Regulations regulating the use and enjoyment of all of the Common Areas. These Rules and Regulations may include without limitation rules restricting use of Recreation Facilities within the Common Areas to certain Owners and permitted Users.

Section 18.02: Enforcement. If the Association fails to properly perform its obligations and responsibilities as to the Common Areas, the Developer may (but will not be obligated), upon not less than Ten (10) days prior written notice and opportunity to cure such failure, cause the obligations and responsibilities to be performed. If that occurs, the Developer will be entitled to full and immediate reimbursement from the Association for all costs incurred.

Section 18.03: Conflict. To the extent reasonably possible, the foregoing Section is to be read consistently with Part Eight of this Declaration, entitled "Enforcement and Remedies." To the extent that such an interpretation is not possible, however, the enforcement provisions provided in the foregoing Section of this Article will be deemed to control.

PART FOUR - DESIGN CONTROLS

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

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ARTICLE XIX
PURPOSE AND INTENT

Section 19.01: Preservation of Community. The Developer intends for the Community to develop in a cohesive manner that will assure continuity, but will allow for creative variations of design consistent with the overall theme envisioned by the Developer. The purpose of this Part of the Declaration is to preserve and enhance the inherent value of ownership within Stonehill Village by carefully establishing and monitoring design and construction activities as the Community develops. All provisions of this Part must be interpreted and implemented in a manner that will best preserve and protect the aesthetic quality and desirability of each Neighborhood, and the Community as a whole.

Section 19.02: Compatibility With Master Concept Plan. The Developer's goal in establishing the design and construction controls in this Part is also to assist in achieving the goals and objectives reflected in the Master Concept Plan. Each aspect of the design, development and construction of Improvements within the Community needs to be coordinated and compatible with the Master Concept Plan. Therefore, the Master Concept Plan must be viewed as the Developer's vision for the Community, by which all standards and requirements must first be measured. Just as the Master Concept Plan is a flexible vision, capable of change and growth, so must be the standards governing the design and construction of Improvements. This Part of the Declaration creates a system intended to facilitate the Developer's goals in this regard.

Section 19.03: Protection of Other Owners. This Declaration is not only intended to enable the orderly development of the Property, but is also intended to preserve, protect and enhance the value of every Owner's investment in the Community. This Part of the Declaration discloses to each Owner a uniform system of standards regarding the design and construction of Improvements throughout the Community in order to provide each Owner with an understanding of what the Developer envisions and expects. It also serves as a protection for each Owner, however, in that it will enable all Owners to know what they can expect from others in the Community as it develops and grows.

ARTICLE XX
DESIGN REVIEW STANDARDS

Section 20.01: Adoption of Standards. In order to carry out the purpose and intent generally described in the preceding Article, the Developer reserves the right to adopt, and from time to time amend, Design Review Standards ("DRS"). The DRS will reflect

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the standards, procedures and policies concerning the design and construction of all Improvements within the Community. During the Development Period, the Developer will have the exclusive authority to adopt, amend, implement and enforce the DRS. However, the Developer may exercise this authority cooperatively or in conjunction with the Board of the Association and the Design Review Board in the manner provided in the following Articles of this Part. No Owner will begin or continue any Work on any Improvements on the Owner's Lot unless and until the Owner has complied with all terms, conditions and requirements in, and received all necessary approvals required under, this Part Four of the Declaration.

Section 20.02: Community-Wide Standards. The Developer has initially adopted the Community Design Review Standards ("Community DRS"), which are included in the Design Review Manual. The Community DRS establish the standards, requirements, policies and procedures that will apply to all Improvements throughout the Community. All Lots in the Community are subject to the Community DRS, and the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS.

Section 20.03: Neighborhood Specific Standards. In addition to the Community DRS, the Developer will also adopt Neighborhood Design Review Standards ("Neighborhood DRS") as each Neighborhood is developed. The Neighborhood DRS are supplemental standards, requirements, policies and procedures that will apply to all Improvements on Lots within a particular Neighborhood in the Community. The purpose of the Neighborhood DRS is to further refine the standards that will apply throughout a particular Neighborhood, but will not necessarily apply to other Neighborhoods in the Community. However, the Neighborhood DRS will not create any lower standards than those set forth in the Community DRS. The Neighborhood DRS for each particular Neighborhood will be adopted and included in the Design Review Manual. All Lots in the Community, therefore, are subject to the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located. Likewise, the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located.

Section 20.04: Design Review Manual. The Community DRS and all Neighborhood DRS will be maintained in a Design Review Manual. This Design Review Manual will also contain all forms, instructions, procedures, policies and other information adopted or approved by the Developer or the Board for use by the Design Review Board in carrying out its obligations, as described in the next Article of this Part Four. The

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Design Review Manual will be available for inspection by any Owner, any purchaser under contract to buy a Lot in the Community, any prospective purchaser, or their respective Builder or architect, during the Association's normal business hours. Further, any Owner, or any purchaser under contract to buy a Lot in the Community, may obtain a copy of all or any portion of the Design Review Manual upon written request to the Design Review Board and payment of any applicable charge for the copy. The Design Review Manual will provide Owners, purchasers, and their respective Builder and architect, with the guidance they will need to apply for approval of any Improvements, but will not guarantee that any proposed Improvement will be approved.

ARTICLE XXI

DESIGN REVIEW BOARD

Section 21.01: Developer Review. Notwithstanding any of the following Sections of this Article, during the Development Period the Developer will have the right to participate in and control all activities relating to compliance with the requirements of this Part Four of the Declaration. This includes, without limitation, the right to appoint or remove any members of the Design Review Board, to adopt or amend any procedures or policies of the Design Review Board, and to approve or deny applications submitted for approval of Plans for Improvements or Builder approval. Therefore, all rights, powers and actions of the Association, Board and Design Review Board under this Part Four are subject and subordinate to the rights of the Developer under this Section and other applicable provisions of the Declaration and other Governing Documents. By accepting a deed to a Lot every Owner acknowledges and agrees that the rights reserved to the Developer in this Section are fair, reasonable and fully enforceable in light of the fact that, as the Developer of the Community and owner of the Property, as well as other real estate within the vicinity of the Community, the Developer has a substantial interest in ensuring that the Improvements within the Community will preserve and protect the Developer's reputation and ability to develop, market, sell, or lease its Property.

Section 21.02: Establishment of DRB. In forming the Association, the Developer has established the Design Review Board ("DRB") as a permanent committee of the Board of the Association. The purpose of the DRB is to assist the Developer and the Board in carrying out all requirements in the Design Review Manual, and to assure compliance with all Community and Neighborhood DRS.

Section 21.03: Composition and Term of Appointment. The DRB will consist of no less than Three (3), but not more than Five (5), individuals. The Developer will appoint

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all of the initial members of the DRB, and during the Development Period will retain the right to approve or disapprove, or to make itself, any subsequent removals, appointments or other changes concerning the membership of the DRB. After the Development Period, all members of the DRB will be appointed, and serve under the direction of, the Board of the Association. The members of the DRB do not need to be Members of the Association or the Board. Further, members of the DRB are not required to have any particular educational background, but may include architects, engineers or similar professional with experience or training in design and construction issues. The term of service, any compensation and other particular matters will be adopted by the Developer or the Board, and included in the Design Review Manual.

Section 21.04: Authority. The DRB will have such rights, powers and authority as provided in this Declaration and any of the other Governing Documents, and as further delegated or assigned by the Developer or the Board. All rights, powers and authority of the DRB will at all times be subject to the rights reserved by the Developer under this Article and other applicable sections of the Declaration and other Governing Documents.

Section 21.05: Delegation of Authority. The DRB will not delegate any of its authority to any other Person. However, the DRB may, when it deems necessary, retain the services of professionals and other agents to assist in the performance of its duties. All such services shall be under the direction of, and for the benefit of, the DRB, subject to the rights and approvals of the Developer and the Board.

Section 21.06: No Representations or Warranties & Limitation of Liability. All limitations on representations, warranties and guarantees of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Disclaimer of Representations, Warranties and Guarantees under Part Ten of this Declaration. All limitations of liability of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Limitation of Liability under Part Eight of this Declaration.

ARTICLE XXII **STANDARDS FOR REVIEW**

Section 22.01: Uniform Application. The Community and Neighborhood DRS will be uniformly interpreted and applied so that similarly situated Owners will be treated similarly. This means that the Community DRS will be uniformly interpreted and applied to all Owners in the Community, and the Neighborhood DRS will be uniformly

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interpreted and applied to all Owners in the same Neighborhood of the Community. However, because of intended differences between the Neighborhoods, not all Neighborhood DRS will be the same, or apply to every Neighborhood.

Section 22.02: Interpretation In Favor of Community. If there is any question in the interpretation of any DRS, or any other provision or material in the Design Review Manual, the interpretation that will result in the most beneficial, fair and uniform application in favor of the Community as a whole will control. The interpretation of the Developer, or in the absence of the Developer the Board of the Association, will control and be binding on all Persons.

Section 22.03: Variance Standards. The DRS and Design Review Manual may provide policies and procedures for obtaining variances from the strict application of Part Four of this Declaration and certain provisions of the DRS. All applications for variances will be presented to, and heard and decided by, the Design Review Board, subject to the rights of the Developer during the Development Period. All variances will be subject to concurrent zoning requirements under Applicable Law. Approval of a zoning variance by a Government Entity will not constitute approval of, or automatically entitle the Owner to, a similar variance under this Declaration. Likewise, approval of a variance under this Declaration by the DRB will not constitute approval of, or automatically entitle the Owner to, a similar variance by a Government Entity. No Owner will be entitled to any use, area or other form of variance under this Declaration or the DRS without first obtaining the approval of the DRB in the manner provided in the Design Review Manual.

**ARTICLE XXIII
REVIEW PROCEDURES**

Section 23.01: Application for Approval of Plans. Prior to commencing any Work on any Improvement on any Lot, the Owner must file an application for approval of the Work and the Improvements with the DRB. The DRB will provide application forms and instructions for all applicants.

Section 23.02: Application for Approval of Builder. All Work performed on any Improvement on any Lot must be performed by a Builder who has been qualified and approved in advance by the DRB. The next Article of this Part Four describes the general requirements of the Approved Builder Program. No application will be accepted for approval of any Plans submitted on behalf of an Owner by a builder who has not been qualified and approved in the manner provided in this Declaration.

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Section 23.03: Supporting Documentation. All applications must include the number of complete sets of the Plans and such other information as is required in the Design Review Manual. The DRB will have the right to request clarification of any Plans or other information submitted, or to require such additional information it deems necessary to consider any application. Failure to submit all of the required information will be grounds for refusal to accept the application or to later deny the application.

Section 23.04: Review Fees. The DRB may establish and charge reasonable fees for review of applications, and may require such fees to be paid in full prior to review of any application. In addition, the Developer or the DRB may retain architects, engineers or other professionals to assist in the review of any application. Any fees incurred by the Developer or the DRB in connection with such assistance may be charged to the applicant.

Section 23.05: Acceptance of Filing. An application will only be deemed to be accepted for filing when the DRB has determined that the application contains all of the Plans and information required in the Design Review Manual. Until the DRB marks an application as accepted for filing, neither the DRB nor the Developer will have any obligation to review or take any action on the application.

Section 23.06: Incomplete Filings. Any applications for approval of Plans which are deemed to be incomplete by the DRB will be rejected and returned to the applicant without further action.

Section 23.07: Review Period. The DRB will have a period of Thirty (30) days after acceptance of an application for filing in which to review the application and supporting documentation and render its decision. All decisions of the DRB will be in writing. If the DRB fails to render a decision on an application within the Thirty (30) day period, the application will automatically be deemed to be tabled pending further investigation for an additional period of no more than Thirty (30) days, but will not be deemed to be approved or denied. If the DRB fails to render a decision on any tabled application within the additional Thirty (30) day period, the application will automatically be deemed to be denied, but subject to re-filing. No plan will be deemed to be approved under any circumstances without the necessary written approval, stamps or certificate of the DRB, as will be provided in the Design Review Manual.

Section 23.08: Decision. Subject to the rights of the Developer, the DRB will render its decision on any application in the manner provided in the Design Review Manual. The DRB will have complete discretion and authority to render any of the following decisions regarding any application: (i) approved; (ii) approved subject to further

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conditions or requirements; (iii) denied; or (iv) denied pending approval of additional information or requirements. These standards are further explained in the Design Review Manual. Any application that is denied, or denied pending approval of additional information or requirements, may be re-filed at any time with the necessary information or changes to address the reasons for the prior decision.

Section 23.09: Distinction From Other Permits. Approval of any Plans by the DRB is separate and distinct from all other zoning permits, building permits and other permits and inspections that may be required by Government Entities, and will not represent, guarantee or imply that such Plans will comply with the Applicable Law of those Government Entities. Further, no approval of any Plans will be construed as representing, guaranteeing or implying that: (i) an Owner's Plans will, if followed, result in properly designed Improvements; or (ii) any Improvement built in accordance with such Plans will be built in a good and workmanlike manner; or (iii) the Improvements, even if built according to the Plans, will be structurally sound, habitable, or fit for any general or intended use or purpose.

ARTICLE XXIV
APPROVED BUILDER PROGRAM

Section 24.01: Requirement of Builder Approval. Any and all proposed builders who desire to perform Work on any Improvements on any Lot within the Community must be pre-approved by the DRB in compliance with the Design Review Manual and the provisions of this Article. In addition to any criteria set forth in the Design Review Manual, in order to be approved as a Builder in the Community, each prospective builder must satisfy all of the following minimum requirements: (i) they must have a credit report acceptable to the DRB; (ii) they must provide at least Five (5) positive references from prior customers; (iii) they must have been in business and have been actively involved in all aspects of professional construction for at least Two (2) continuous years before the application is submitted; (iv) they must have built a minimum of Four (4) residential or commercial units, similar to what they intend to build in the Community, within the Twenty-Four (24) month period before the application is made, and have been responsible for all phases of the construction process, including financial management and "on site" supervisory responsibilities; and (v) at least One (1) of the principals of the prospective builder must derive a majority of his or her income from the building of residential or commercial units, and/or related real estate or land development activities.

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Section 24.02: DRB's Discretion. The DRB may approve or reject any Builder in its sole and absolute discretion.

Section 24.03: Approval Process. In order to become an approved Builder in the Community, a prospective builder must submit an application to the DRB in the form provided in the Design Review Manual. The application must include, without limitation, documentation evidencing satisfaction of the criteria described in this Article of the Declaration. The DRB may also require the submission of such additional information as it deems necessary to consider any application. Upon request of the Developer or the DRB, a principal of the prospective builder applying for approval must appear for a personal interview. Furthermore, the DRB will have the right to seek or solicit information regarding the qualifications of the prospective builder from any other Person.

Section 24.04: Effect of Approval. If the DRB approves the prospective builder's application, the Builder will be deemed to be qualified to perform Work on Improvements on Lots in the Community for as long as the Builder remains in good standing under the Approved Builder Program. However, the DRB will have the right to revoke any Builder's approved builder status at any time if, in its sole discretion, it determines that the Builder no longer satisfies the requirements of the Approved Builder Program under the Design Review Manual. Any such revocation will not, however, preclude any Builder from completing Improvements already properly approved and commenced on any Lot, subject to available remedies provided in this Declaration for failure to comply with any of the Governing Documents.

Section 24.05: Effect of Disapproval. If the DRB denies a prospective builder's application for any reason, the prospective builder will not be permitted to perform any Work on any Improvements on any Lots in the Community. However, upon the expiration of Six (6) months following the denial of his, her, or its application, the prospective builder may submit a new application for consideration into the Approved Builder Program.

Section 24.06: Builder's Acceptance of Declaration. As a condition to being designated an approved Builder, a principal or duly authorized representative of the Builder must sign an agreement with the Developer and the Association which states that the Builder will abide by the Declaration, the Design Review Manual, and any and all other Governing Documents.

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**ARTICLE XXV
CONSTRUCTION REQUIREMENTS**

Section 25.01: Commencement and Completion. Substantial and significant Work on the Primary Structure Improvement to a Lot must be commenced within the earlier of: (i) Three (3) months after approval of the Plans by the DRB; or (ii) Six (6) months after the date of closing on the purchase of the Lot. All Work on the Primary Structure, and all other Improvements approved as part of the Plans, must be completed within One (1) year after the initial commencement of the Work, or such other period as may be specified by the DRB in the approval of the Plans. The DRB may grant reasonable extensions upon written request by the Owner as a result of delay due to causes beyond the reasonable control of the Owner and/or Builder. All Work on any Lot must be conducted in a good and workmanlike manner and in strict conformance with this Declaration, the Plans, all other Governing Documents and Applicable Law.

Section 25.02: Maintenance of Lot Prior to Construction. Prior to commencement of Work, all Owners must maintain their Lots in a neat and attractive manner, free of any and all debris and properly mowed, to the satisfaction of the DRB.

Section 25.03: Maintenance of Lot During Construction. Owners and Builders must at all times during the course of performing any Work on Improvements on any Lot keep the Lot in a clean and sanitary condition, free from all debris and rubbish, and otherwise in a neat and attractive appearance, to the satisfaction of the DRB. A trash dumpster or roll-off container of suitable capacity for removal of all construction debris must be placed on the Lot on or before the day that framing of any Improvement is commenced. The Owner and/or Builder must coordinate all Work with any other construction activities on adjacent Lots so as not to materially interfere with other ongoing construction activities. Further, the Owner and/or Builder must use their best efforts to assure that the performance of any Work on the Lot does not materially disrupt or interfere with the peaceful occupancy, activities or traffic in, on or affecting the surrounding Lots and Neighborhoods in the Community. The Developer or the DRB may adopt reasonable construction Rules and Regulations concerning, among other things, the coordination, safety and appearance of the Lot during construction activities, to which all Owners and Builders must comply. If required by the Developer or the DRB, during performance of Work on a Lot the Owner and/or the Builder must, at their sole cost and expense, erect and maintain sight and sound barriers, temporary landscaping or other forms of screening. All open excavations and swimming pools must be fenced during and after the completion of the Work.

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Section 25.04: Care of Public Streets and Utilities. All Owners and Builders must conduct their Work in such a manner as to preserve and protect public streets and Public Utilities. Under no circumstances will any Work be conducted in such a manner as to cause an unreasonable disruption of Public Utility services to the Owners of other Lots. All Owners and Builders must on a daily basis clean the streets and sidewalks of any mud and other debris resulting from activities on their Lot. Additionally, all Owners and Builders must immediately repair any damages to public streets and Public Utilities caused by their Work to the satisfaction of, and according to the direction of, the DRB and/or applicable Government Entities. No Owner, Builder, or any other Person under their control or within the Community at their request or for their benefit, may cause or permit any damage to or destruction of any other Lot or Improvement, nor to any portion of the Improvements constructed by the Developer in connection with the development of the Community. At all times during the course of performing any Work on a Lot, the Owner and/or Builder must take all action necessary to minimize and abate all erosion and sedimentation run-off from the Lot, including without limitation, lining the front curb of the Lot with staked bales of straw, installing sedimentation fences and applying jute matting to any slopes susceptible to run-off or erosion.

Section 25.05: Care of Common Areas. All Owners and Builders must conduct their Work in such a manner as to preserve and protect the Common Areas. Under no circumstances may any Work be conducted in such a manner as to cause a disruption of the use and enjoyment of the Common Areas by the Members of the Community. Additionally, all Owners and Builders must immediately repair any damages to Common Areas caused by their Work to the satisfaction of, and according to the direction of, the DRB and/or applicable Government Entities.

Section 25.06: No Use of Common Areas. No Owner or Builder may at any time use any portion of the Common Area for storage of materials or equipment, parking, concrete wash-out, disposal of scrap materials or debris, or for any other purpose related to performance of the Work. No Builder, or any other Person under its control or within the Community at its request or for its or an Owner's benefit, will be entitled to use the Common Areas by virtue of their presence and business activities on a portion of the Property.

Section 25.07: No Use of Adjacent Lots or Property. No Owner or Builder may at any time use any other Lot or other portion of the Property, or any portion of the streets or public right-of-way, for storage of materials or equipment, parking, concrete

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wash-out, disposal of scrap materials or debris, or for any other purpose related to performance of the Work.

Section 25.08: Completion of Improvements Pursuant to Approved Plans. Upon completion of any Improvements, the Owner and/or the Builder will notify the DRB of such completion. Upon receipt of such notice, the DRB will cause the Improvements to be inspected by a representative of the DRB to verify that the Improvements have been completed in accordance with the approved Plans. Upon determination that the Improvements have been completed in accordance with the approved Plans, the DRB will issue a certificate of completion. Any such certificate of completion may be a conditional certificate of completion, indicating substantial compliance with the approved Plans, but specifying that certain items still need to be completed. If such items are temporarily unable to be completed due to inclement weather or other reasons beyond the reasonable control of the Owner and/or Builder requesting the certificate, the DRB may issue a conditional certificate of completion upon reasonable assurance that the uncompleted items will be completed promptly when circumstances permit.

ARTICLE XXVI VIOLATIONS

Section 26.01: Notice of Violation. Except as otherwise provided in this Declaration, the DRB will notify an Owner and/or a Builder of any violations of the requirements set forth in this Part of the Declaration by issuance of a Compliance Order. Such violation may include, without limitation, the construction of any Improvements in a manner which is inconsistent with the approved Plans. The Compliance Order will contain a description of the nature of the violation, as well as a designation of the period of time within which the violation must be completely remedied.

Section 26.02: When Notice Not Required. No notice of a violation, whether by issuance of a Compliance Order or otherwise, will be required if the DRB, or the Developer or Board of the Association, deems that the violation poses an imminent threat to the safety of any Person, or danger of damage or destruction of any property, or other form of emergency.

Section 26.03: Right of Entry. In addition to the rights reserved by the Developer under this Declaration, the DRB (and/or its authorized agent) will have the right to enter upon any Lot at all reasonable times for the purpose of inspecting and ascertaining whether such Lot or the Work on any Improvement is in compliance with the approved Plans and/or the provisions of this Part of the Declaration, without the DRB (or its

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authorized agent) being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 26.04: Pursuit of Available Remedies. If any Owner or Builder fails to comply with all of the requirements set forth in this Part of the Declaration, the Developer, Association, any Neighborhood Society and/or any other Owner will be entitled to pursue any remedies provided in this Declaration, any other Governing Documents and/or Applicable Law without further notice. These remedies will include, without limitation, the right of the Developer, Association or DRB, as applicable, to: (i) revoke the prior approval of the Plans; (ii) revoke the Builder's authorization to participate as an approved Builder in the Community; (iii) issue a Stop Work Order; or (iv) pursue any other available remedies under Part Eight of this Declaration or any of the other Governing Documents.

PART FIVE - PROTECTIVE COVENANTS AND RESTRICTIONS

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

ARTICLE XXVII

PURPOSE AND APPLICATION

Section 27.01: General Intent. The protective covenants and restrictions in this Part of the Declaration are specifically intended to establish and preserve the high quality and aesthetically pleasing character of all Improvements in the Community in order to maintain the highest possible values for the Lots, Residences, Business Facilities and Common Areas for the overall benefit and enjoyment of all of the Owners in the Community.

Section 27.02: Supplemental Covenants and Restrictions. During the Development Period, the Developer will have the right to unilaterally subject any portion of the Property to additional protective covenants and restrictions. These additional protective covenants and restrictions will be described in Supplemental Declarations, and may contain covenants and restrictions that are in addition to, and/or are more stringent than, those described in this Part of the Declaration. However, no Supplemental Declaration may make exceptions to, dilute or otherwise reduce or eliminate, the full application, enforcement, force and effect of the protective covenants and restrictions provided in this Part of the Declaration.

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Section 27.03: Application and Enforcement. All Lots in the Community will be subject to all of the covenants and restrictions described in this Part of the Declaration, as well as all additional covenants and restrictions that may be provided in any Supplemental Declaration. By accepting a deed to a Lot, the Owner will be deemed to have received full, complete and actual knowledge of these covenants and restrictions, and to have expressly agreed to be bound by them. The Developer, the Association, and each Neighborhood Society, acting separately or collectively, will have standing, power and authority to enforce these covenants and restrictions for the benefit and protection of all Owners of Lots in the Community. This authority is concurrent with the rights of each Owner to enforce these covenants and restrictions in their individual name, in the manner provided in Part Eight of this Declaration.

Section 27.04: Responsibility of Owner for Others. Every Owner will be personally responsible for the actions of any Occupant or User who is under the direction, custody or control of the Owner, or who is otherwise present within the Community with the Owner's express or implied permission, or actual or constructive knowledge. To that end, all of the protective covenants and restrictions provided in this Part of the Declaration, and any subsequent protective covenants and restrictions provided in any Supplemental Declaration, will be equally binding upon all Owners, Occupants and Users. The Owner will be personally responsible for all violations and losses caused by any such Occupants or Users, notwithstanding the fact that the Occupants or Users may also be individually liable for such violation under this Declaration, any other Governing Document, and/or Applicable Law.

Section 27.05: Exemptions. In addition to all other provisions of this Declaration and any of the other Governing Documents regarding exemptions, exclusions or exceptions to the application of this Declaration, all of the following are specifically exempt from all terms, covenants, conditions and restrictions provided in this Part of the Declaration and any Supplemental Declaration: (i) the Developer and all Related Entities; (ii) all Founding Members; (iii) all Government Entities; (iv) all publicly dedicated property; (v) all Exempt Property; and (vi) all other portions of the Additional Property that have not yet been actively included into the Community by recording of a Plat.

ARTICLE XXVIII
AFFIRMATIVE COVENANTS AND RESTRICTIONS

Section 28.01: Compliance With Governing Documents. All Owners have an affirmative obligation to comply with all terms, covenants, conditions, restrictions and other obligations provided in this Declaration, all Supplemental Declarations applicable

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to them, all of the other Governing Documents applicable to them, and all amendments to any of those documents.

Section 28.02: Compliance With Rules and Regulations. Without limiting the effect of the last Section, all Owners also have an affirmative obligation to comply with all Rules and Regulations adopted pursuant to the authority, or in the manner, permitted in this Declaration or any of the other Governing Documents, to the extent those Rules and Regulations are applicable to them. This also applies to all amendments to any Rules and Regulations.

Section 28.03: Permitted Use of Lot. Each Lot will be used only for those residential or business purposes specifically permitted in this Declaration, the Supplemental Declaration applicable to the Neighborhood in which the Lot is located, and Applicable Law.

Section 28.04: Permitted Use of Common Areas. Every part of the Common Area in the Community will be used only by those Persons, and only for the purposes, specifically permitted in this Declaration, any applicable Supplemental Declaration, all other Governing Documents, and Applicable Law. In particular, every Owner, Occupant and User must at all times comply with all Rules and Regulations governing the use of any Common Area, and use the Common Areas only in a manner that will not interfere with the permitted use and enjoyment of the Common Areas by others.

Section 28.05: Quiet Enjoyment. Every Owner will take all steps necessary or appropriate in order to ensure that nothing is done or kept on the Owner's Lot, or within the Owner's Residence, Business Facility or other Improvement on the Lot, that would restrict, obstruct, impair or otherwise interfere with the rights of any other Owner, Occupant and User to quiet and peaceful enjoyment of their Lot or any portion of the Common Areas in the Community.

Section 28.06: Parking. Every Lot must contain adequate useable space for the off-street parking of motor vehicles permitted under this Declaration, in accordance with Plans approved in advance by the DRB. Every Owner will require all permitted motor vehicles to be parked only in those locations on the Lot designated and improved for such purpose in compliance with the approved Plans. This Section does not, however, prohibit parking in other areas on a Lot on a temporary basis for that period of time necessary to provide goods or services to the Owner. This Section also will not be construed to regulate the use of publicly dedicated streets in the manner permitted by Applicable Law.

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Section 28.07: Maintenance of Improvements. Every Owner will have a continuing obligation to at all times maintain their Lot, and all Improvements on the Lot, in a structurally sound condition and good state of repair, as originally approved by the DRB. This includes, without limitation, the obligation to promptly repair or replace any part of any Improvement that falls into a state of disrepair, and to paint or stain the appropriate exterior portions of any Improvement that become faded, chipped, pealed or otherwise unattractive.

Section 28.08: Maintenance of Lawn. Every Owner will have a continuing obligation to at all times maintain the lawn portions of their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all lawns properly fertilized and mowed to a proper height so as not to allow any grass to grow in excess of a height of Four (4) inches, and to promptly collect and properly dispose of all trash and excess accumulations of leaves, grass clippings and other debris.

Section 28.09: Maintenance of Landscape Features. Every Owner will have a continuing obligation to at all times maintain all Landscape Features on their Lot in a neat, clean and attractive manner. This includes, without limitation, the obligation to keep all plants and planting areas properly fertilized, trimmed, weeded and mulched, and free of leaves, trash and debris. All dead, dying or diseased plant material must be promptly removed and replaced with the same size, genus and species of plant so as to restore the Landscape Features to their original approved condition.

Section 28.10: Gardens. Unless a Supplemental Declaration for a particular Neighborhood otherwise prohibits, Owners may establish and maintain one vegetable and/or flower garden plot on their Lot. All garden plots must comply with all Rules and Regulations established by the Board or the DRB concerning the size, location, setbacks, screening and other factors relating to permitted garden plots. All Owners must properly maintain their garden plots in a manner that will prevent the growth and proliferation of weeds or other noxious plants, and otherwise in compliance with applicable Rules and Regulations.

Section 28.11: Screening. As a condition of approval of Plans, or through Rules and Regulations, the DRB may require screening of certain Accessory Structures, garden plots, trash containers, and other equipment, materials and supplies on any Lot, to be screened from view from neighboring Lots, Common Areas or streets. All screening must be maintained in a clean, safe and attractive manner so as to make both the screening and the item being screened as inconspicuous as possible. In particular, but without limiting the effect of this Section, all containers for garbage, trash, yard waste

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and other forms of refuse must be either: (i) concealed and contained within the Residence, Business Facility, or other approved Accessory Structure on the Lot; or (ii) adequately screened from public view by means of screening walls or Landscape Features approved by the DRB.

Section 28.12: Fences and Walls. Owners may install on their Lot only those fences, walls, hedges, outdoor animal pens, and similar types of Improvements as the DRB may approve in advance. The DRB will have the right to designate and control the permitted materials, design, style and location of any such fences, walls, hedges, pens and similar Improvements located on any Lot. Under no circumstances will any "chain link" fencing be permitted on any Lot. This Section does not prohibit underground fencing installed on a Lot for the purpose of keeping the Owner's pet(s) within the boundary lines of the Lot, as long as no portion of that fencing system is visible from any neighboring Lot, Common Area or street.

Section 28.13: Exterior Lighting. Exterior lighting will be permitted on Lots to the extent and in the manner approved in advance by the DRB. This includes, without limitation, any permanent or temporary form of functional or aesthetic lighting to illuminate walkways, driveways, decks, patios, Accessory Structures, Landscape Features, and other portions of a Lot or Improvement. All Owners will be responsible to insure that any permitted exterior lighting on their Lot is installed and maintained in a manner that will not permit any light to cast illumination beyond the boundary of their Lot, or to otherwise cause unreasonable interference with the use and enjoyment of any neighboring Lot, Common Area or street. Owners may, without approval of the DRB, exhibit reasonable holiday decorative lights and displays for a period of no more than Two (2) months prior to, and One (1) month after, any commonly recognized holiday for which such lights and displays are customary in the area. Holiday lights and displays must not be of such size, intensity or quantity so as to create an unreasonable visual or audible disturbance or annoyance on neighboring Lots, Common Areas or streets, or so as to pose any form of safety hazard.

Section 28.14: Security Systems. Any Owner may install and use any form of burglar alarm system, fire alarm or suppression system or other type of security system in the Primary Structure on their Lot without the prior approval of the DRB if, and only to the extent, that such system(s) do not produce any noise or light that is audible or visible on the outside of the Primary Structure. All other burglar alarm systems, fire alarm or suppression systems or other type of security systems that contain features which create the possibility of emitting any noise or light that is audible or visible on

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the outside of the Primary Structure must be approved in advance, and installed and used only in the manner permitted by the DRB.

Section 28.15: Play Equipment. Permanent and/or temporary play or recreational equipment, including without limitation swing sets, jungle gyms, play houses, tree houses, basketball, soccer or hockey goals, climbing ropes, trampolines, and skating or skateboard ramps, may be erected, installed and used on a Lot only if, to the extent, and in the manner, approved in advance by the DRB. However, a Supplemental Declaration for a Neighborhood may prohibit all or particular types of play or recreational equipment in that Neighborhood. Every Owner will have an obligation to at all times take all steps necessary to assure that any permitted play or recreational equipment on their Lot is maintained, supervised and secured in a manner that will minimize the risk of personal injury, and so that it will not become accessible to any Person to whom its use is not intended or expressly permitted by the Owner.

Section 28.16: Swimming Pools and Spas. Swimming pools and outdoor forms of spas, may be constructed, installed and used on a Lot only if, to the extent, and in the manner, approved in advance by the DRB. However, a Supplemental Declaration for a Neighborhood may prohibit all or particular types of swimming pools or spas in that Neighborhood. All permitted swimming pools must be constructed so that the high water level is always below the final grade of the area of the Lot where it is located. Under no circumstances will any above-ground swimming pools be permitted on any Lot. All permitted swimming pools and spas, and related Improvements, must also be fenced and screened in the manner required by the DRB. Every Owner will have an obligation to at all times take all steps necessary to assure that any permitted swimming pools and spas on their Lot are maintained, supervised and secured in a manner that will minimize the risk of personal injury, and so that they will not become accessible to any Person to whom its use is not intended or expressly permitted by the Owner.

Section 28.17: Permitted Pets. Subject to the limitations in this Section and in the next Article of this Declaration, the Owner of any Lot will be permitted to own, raise, breed, or otherwise keep on their Lot only those pets of the type and in the number provided in this Section. Permitted pets on any Lot include only: (i) no more than Two (2) domesticated dogs of a breed not otherwise prohibited in the next Article of this Declaration; or (ii) no more than Two (2) domesticated cats of a breed not otherwise prohibited in the next Article of this Declaration; or (iii) a combination of permitted dogs and cats, not to exceed a total of Three (3); and/or (iv) a reasonable number of

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hamsters, gerbils, small birds, fish, turtles and similar usual and common household pets that are constantly caged or confined within the interior of the Primary Structure on a Lot, but which are not otherwise prohibited in the next Article of this Declaration; and (v) the offspring of any permitted pet for a period not to exceed Three (3) months from the date of birth. No pets may be kept, bred, or maintained for any commercial purpose. No outdoor "runs" or "kennels" will be permitted on any Lot. All Owners will be obligated at all times to confine their permitted pets within the boundaries of the Owner's Lot, or when outside of the boundaries of the Lot, to maintain the pet on a leash held by a responsible Person capable of controlling the pet so as to prohibit the pet from entering upon any other Lot or portion of the Common Area where pets are not expressly permitted. Further, all Owners will be obligated to immediately clean-up and properly dispose of all excrement or other waste produced by their pet(s), whether on their own Lot or on any other Lot, Common Area, street or other portion of the Property. If the Board determines that any pet, whether or not otherwise permitted in this Section, poses a danger to the health, safety or welfare of any Person in the Community, or otherwise constitutes a nuisance or unnecessary inconvenience to any other Owners, Occupants or Users in the Community, the Owner will be obligated to immediately remove the pet from the Community upon written request from the Board. Any Person who brings any animal into any portion of the Community will be liable for any injuries to or the death of any Person, or any damage to or destruction of any Property to the full extent of Applicable Law.

ARTICLE XXIX

NEGATIVE COVENANTS AND RESTRICTIONS

Section 29.01: Transient Uses. No Lot, or any Improvement on any Lot, may ever be used for any type of transient residential purposes, whether with or without charge, including without limitation: (i) use or rental for any period less than Sixty (60) days; (ii) use by or rental to roomers or boarders of only a portion of a Residence or Improvement; or (iii) any use or rental in which the Occupants are provided customary hotel or boarding house services, such as room service for food and beverages, maid service, the furnishing of laundry and linen service, meals, busboy service or any similar services. However, assisted living and nursing care facilities will not be considered transient uses in those Neighborhoods where such facilities are specifically permitted under the applicable Supplemental Declaration and Applicable Law. Owners of any Residence must personally reside in the Residence for not less than Nine (9) months out of every calendar year. The Board will have the authority to grant

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exceptions to the requirements in the last sentence in cases of hardship, such as divorce, illness, temporary or permanent loss or relocation of employment, if such hardship is reasonably documented to and approved by the Board. With respect to any Residence that is permitted under this Declaration and any applicable Supplemental Declaration to be leased as an apartment, the Occupant of each apartment unit will be subject to the same restrictions on transient uses and the same residency requirements stated in this Section that are applicable to Owners of non-apartment units.

Section 29.02: Nuisance. No Owner will commit or permit any nuisance to exist or occur on their Lot, any other Lot, any portion of the Common Area, or any publicly dedicated area in the Community. An act or circumstance will be considered to be a nuisance if it arises from an unreasonable, unwarranted or unlawful use of or conduct on any Lot, Common Area or publicly dedicated area in the Community that results in a material obstruction, interference, injury, annoyance, inconvenience or discomfort to the legitimate rights or reasonable expectations of any other Person in the Community.

Section 29.03: Firearms and Explosives. No Person may discharge any firearm on any Lot, Common Area or publicly dedicated area within the Community at any time or for any reason, except authorized law enforcement personnel acting in their official capacity. Further, no person may ignite, set-off or otherwise discharge any fireworks or any other type of explosive device on any Lot, Common Area or publicly dedicated area within the Community at any time or for any reason.

Section 29.04: Noise. No Person may create or permit any noise or sound from any source on any Lot, Common Area or publicly dedicated area within the Community that results in a volume level in excess of Ninety (90) decibels beyond the lesser of: (i) the boundary of the Lot from which the sound originates; or (ii) One Hundred (100) feet from the source of the sound. The Board or the DRB may by prior written approval, but shall not be required to, grant temporary exceptions to this restriction for certain construction activities, exterior audible burglar, fire or security alarm systems, or other situations which the Board or DRB find to be necessary and of minimal inconvenience or disruption to others in the Community.

Section 29.05: Odors. No odors will be permitted to be created on, or to arise or be emitted from, any Lot, Common Area or publicly dedicated area within the Community, that would be considered pungent, distasteful, discomforting or otherwise offensive to the common senses of the average individual.

Section 29.06: View Restrictions. No Person may construct, install or permit to remain any Landscape Feature or other Improvement on any Lot in a location or at such

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height that causes an unreasonable obstruction to the view from any other Lot, or causes a safety hazard as a result of impairment of necessary sight distance along any street or intersection, or from any Lot to a street. However, the Developer does not make any representation, warranty or guarantee whatsoever concerning the view from any Lot, or how that view may be affected by subsequent Improvements constructed on any other Lot, Common Area or street. Landscape Features and other Improvements that are constructed and installed on a Lot according to the Plans approved by the DRB will be conclusively deemed to not be in violation of this Section. However, all Owners will be responsible for periodic trimming, pruning and thinning of all hedges, shrubs, trees and other vegetation located on their Lot so as to remain in compliance with this Section at all times.

Section 29.07: Open Burning. No fires will be permitted to burn or smolder on any Lot at any time, except: (i) fires in appropriately designed fireplaces inside a Residence; (ii) fires for cooking in a barbeque pit or similar structure approved in advance by the DRB; or (iii) fires for cooking in freestanding grills designed for that purpose. All Owners must take all action necessary to assure that no material on their Lot, or within any Improvement on their Lot, will start to burn or smolder as a result of spontaneous combustion. The DRB may upon written request, but will not be required to, grant temporary exceptions to permit open burning on a Lot during the course of construction of Improvements, subject to such restrictions as the DRB may require. No fires will be permitted on any portion of the Common Area at any time without the prior written approval of the Board.

Section 29.08: Waste Disposal. All trash, garbage, debris, rubbish, refuse and other waste must be promptly deposited in appropriate containers designed for that purpose. All such containers must be stored out of public view in the location or in the manner required by the DRB, except on the night before and the actual day of normal trash collection. No portion of any Lot, Common Area or publicly dedicated areas within the Community, may at any time be used for the accumulation and prolonged storage of, or as a dumping ground for, any trash, garbage, debris, rubbish, refuse or other waste.

Section 29.09: Composting. No composting of organic material will be permitted on any Lot at any time without the prior written approval of the Board. Such consent may be denied by the Board for any reason whatsoever. To the extent that composting is permitted, the Owner must comply with all screening, setback, maintenance and other requirements imposed by the Board as a condition of the approval.

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Section 29.10: Exotic and Vicious Animals. No animals of any kind will be permitted to exist on any Lot at any time for any purpose, except those specific pets described in the preceding Article of this Declaration. In particular, but without limiting the general restriction in the preceding sentence of this Section, the following types of animals are strictly prohibited: (i) domesticated or undomesticated animals customarily raised as livestock for the production of food, clothing materials or similar purposes; (ii) animals considered to be "exotic," whether tame or wild, under Applicable Law or then existing customs or standards of any humane society, veterinary association, or the local public in general; (iii) species or breeds of permitted pets under the preceding Article that are considered to be "vicious" under Applicable Law or then existing customs or standards of any humane society, veterinary association, or the local public in general; and (iv) any species or breed of animals the Association may at any time in the future identify to be prohibited.

Section 29.11: Accessory Structures. No temporary or permanent Accessory Structures will be permitted to be constructed, installed or maintained on any Lot unless and until the DRB has approved the Accessory Structure in the manner required under the Community DRS and applicable Neighborhood DRS.

Section 29.12: Temporary Structures. No Improvements or other items that are intended to be temporary, or by their nature are normally not incorporated as permanent improvements to real property, will be permitted on any Lot without the prior written approval of the DRB. This includes, without limitation, any type of tents, canopies, tarpaulins, trailers and outdoor storage containers or facilities. However, the DRB may grant a temporary exception to this restriction to a Builder during the course of constructing Improvements on a Lot, but not to exceed Five (5) days after completion of constructing the Improvements.

Section 29.13: Clotheslines, Garbage Cans, Etc. No outdoor clotheslines may be erected or installed on any Lot at any time, and no clothing, linens or other material may be aired or dried outside of any Residence at any time. All garbage cans, storage containers, mechanical equipment, lawn and garden equipment and tools, woodpiles, and other similar moveable items on any Lot, when not actively being used, must be located or screened in a manner to conceal them from view from any other Lot, Common Area or street.

Section 29.14: Antennas and Satellite Dishes. No temporary or permanent antennas, aerials, satellite dishes, or other apparatus directly or indirectly used in connection with the transmission or reception of television, radio, satellite or other

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signals of any kind may be placed, constructed, installed or maintained above-ground outside of the Primary Structure on any Lot without the prior written approval of the DRB.

Section 29.15: Artificial Vegetation, Exterior Sculptures, Etc. No temporary or permanent artificial vegetation, sculptures, fountains, birdhouses, birdbaths, feeders for birds or other animals, decorative figures or embellishments, or similar items, may be placed, constructed, installed or maintained outside of the Primary Structure on any Lot without the prior written approval of the DRB.

Section 29.16: Prohibited Vehicles and Equipment. Except as specifically provided in this Section, none of the following types of vehicles or equipment will be permitted to be parked, stored, maintained, repaired or otherwise located on any Lot at any time: (i) trucks in excess of One (1) ton capacity, tractors, trailers, equipment, implements and all other types of vehicles used, in whole or in part, in connection with any trade or business; (ii) trailers of any type, whether or not used in whole or in part in connection with a trade or business or for personal purposes; (iii) recreational vehicles of any type, including without limitation truck campers, trailers, "fifth wheels," motor homes and buses; (iv) boats, canoes, kayaks, water bikes, jet skis, personal water craft, and all other forms of water craft, unless stored inside of a garage when not in active use; (v) "all-terrain" vehicles, "dirt bike" motorcycles, minibikes, go-carts and other similar vehicles and equipment that are not licensed to be operated on public streets, unless stored inside of a garage when not in active use; (vi) vehicles or equipment customarily associated or used in connection with the military; (vii) all junk or inoperable automobiles, vehicles or equipment of any type; and (viii) any parts of any type of automobile or vehicle that are not directly required for routine preventative maintenance. Further, no vehicle, automobile, equipment or implement of any type may ever be operated, parked, stored, maintained, repaired or otherwise located on any portion of the Common Area, unless specifically permitted under Rules and Regulations adopted by the Board. However, during the period of performing Work on any Improvements on a Lot, nothing in this Section will prohibit the use, operation, parking or location of any operable vehicles, equipment or implements necessary and customarily used in connection with the construction of Improvements, so long as such activities are confined to the Lot on which the Work is being performed and on streets within the Community which the DRB has designated for construction traffic.

Section 29.17: Prohibited Outdoor Hobbies and Activities. No Person may engage in any outdoor hobbies or activities on any Lot or Common Area which violate any

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

Section 29.18: Signs. No temporary or permanent signs (including without limitation letters, banners, numbers, symbols, markings or illustrations) may be erected, posted, attached or displayed on any Lot or any portion of the Common Area, except: (i) street, identification and other signs installed by the Developer or the Association; (ii) one temporary sign, of a size, design and location approved by the Association or the DRB, informing the public that a Lot is for sale, lease or rent; (iii) a post office number for designation of a Residence or Business Facility; (iv) signs that have been reviewed and approved by the DRB in connection with a Business Facility; (v) temporary signs or banners erected on a Lot in connection with the celebration of a personal event or occasion, such as a birthday, anniversary, or graduation, which may not be displayed for a period longer than Three (3) days; and (vi) such other signs as may be approved in advance by the Association.

Section 29.19: Alteration of Improvements. No Improvements may be remodeled, modified or altered, in any way which materially change the exterior appearance or color of the Improvements as originally approved, unless the Plans for such remodeling, modification or alteration have been submitted to and approved in advance by the DRB according to the procedures provided in the Design Review Manual.

Section 29.20: Alteration of Easement Areas and Drainage Facilities. No Work may be performed within, and Improvements may be constructed, installed or otherwise placed on, any Easement Areas without the prior approval of the DRB. Further, no Work may be performed, and no Improvements may be constructed, installed or otherwise placed, in any manner that may damage, interfere with, obstruct, change or otherwise alter any Drainage Facilities without the prior approval of the DRB.

Section 29.21: Alteration of Common Areas. Except with respect to the rights of the Developer or Association under this Declaration, no Person may at any time or for any

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reason alter, damage or destroy any portion of the Common Area, including without limitation any Improvements or Landscape Features in any Common Area.

Section 29.22: Waste. No Owner or other Person may at any time or for any reason commit waste on any Lot (including the Owner's own Lot), Common Area or publicly dedicated area within the Community.

Section 29.23: Fuel Storage. No Person may store any gasoline, diesel fuel, heating fuel or other form of fuel or petroleum based product on any Lot or Common Area in excess of Five (5) gallons stored in a container designed and approved for that purpose under Applicable Law. All permitted quantities of fuel must be stored and handled in accordance with Applicable Law, and must be maintained in a location on the Lot that is not within view from any other Lot, Common Area or street within the Community. The restriction on the quantity of fuel under this Section does not apply to the Association or the Developer in connection with activities required or permitted to be performed by either or both of them under this Declaration or any of the other Governing Documents.

Section 29.24: Hazardous Waste. No Person may at any time or for any reason cause or permit the generation, storage, leaking, discharge or disposal of any solid waste, or any other form of toxic, hazardous or regulated substance on any Lot, Common Area or publicly dedicated area in the Community in violation of Applicable Law. Every Owner will have an obligation to immediately notify the Association upon their discovery of any violation of this Section of the Declaration.

Section 29.25: Business Activities on Lots in Residential Neighborhoods. No garage sale, yard sale, moving sale, rummage sale, auction or similar activity may be conducted on any Lot within a Residential Neighborhood without the prior approval of the Board of the Association, or as may be permitted under Rules and Regulations adopted by the Board concerning such activities. Further, no trade or business may be conducted on or from any Lot located in a Residential Neighborhood, except that an Owner or Occupant of a Residence may conduct "home office" business activities within the Residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (ii) the business activity conforms to all Applicable Law, including zoning requirements for the Lot; (iii) the business activity does not involve other Persons coming to or from the Lot who do not otherwise reside in the Residence in which the business activity is conducted; (iv) the business activity does not involve in-person, door-to-door solicitation of any Owners or Occupants in the Community; and (v) the business activity is

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consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Community, as may be determined in the sole discretion of the Association. The terms "business" and "trade" will have their ordinary and generally accepted meanings, and will include any temporary or permanent, full-time or part-time, occupation, work or activity undertaken on an ongoing basis which involves the providing goods or services to persons other than the provider's family, and for which the provider receives or expects a fee, compensation or other form of consideration, regardless of whether such activity requires a license or actually generates any profit. The leasing of a Residence will not be considered a trade or business within the meaning of this Section.

Section 29.26: Encroachments. No Person may intentionally, knowingly or negligently cause or permit any Improvement on a Lot to encroach upon any other Lot, Common Area or publicly dedicated area within the Community. To the extent that any such encroachment occurs, the Owner of the Lot on which the encroaching Improvement originated will be responsible for all costs and expenses associated with the correction or extinguishment of such encroachment.

Section 29.27: Mineral Exploration. No Person may at any time or for any reason engage in or permit any activity directly or indirectly related to or associated with the exploration, drilling, digging, excavation, mining, removal, processing, disposal or similar action of or with respect to any minerals or natural resources on or from any Lot or Common Area in the Community.

Section 29.28: Doors and Windows. No temporary or permanent "burglar bars," steel or wrought iron bars, operable shutters, or similar fixtures, whether designed for decorative, security, or other purposes, may be installed on the exterior of any windows or doors of any Improvement on any Lot in the Community. All windows of an occupied Residence or Business Facility that are visible from any Lot, Common Area or street in the Community must have draperies, curtains, blinds or other permanent interior window treatments, and all portions of such window treatments that are visible from the outside will be white or off-white in color, unless otherwise approved in writing by the DRB. Further, no temporary window coverings or opaque treatments, including without limitation sheets, tarpaulins, canvas, plywood or similar materials, will be permitted to remain over any window more than Thirty (30) days after the date of issuance of the certificate of occupancy for the Improvement.

Section 29.29: Removal of Trees. No Person may damage, destroy or remove from any Lot any live trees with a caliper equal to or greater than Three inches (3") measured

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Six (6") inches from the ground, unless such removal is approved in advance by the DRB. This Section will not prohibit the removal of any dead or diseased trees or branches, or other live trees that in the reasonable judgment of the Owner pose an immediate threat to the safety of Persons or property on or adjacent to the Lot.

Section 29.30: Health, Safety and Welfare. Without limiting any other protective covenant or restriction in this Article, no Person may engage in or permit any unlawful act or conduct, or any other act or activity that the Board of the Association may reasonably determine to pose a material and immediate threat to the health, safety or welfare of any Person or property in the Community.

PART SIX - MANAGEMENT OF COMMUNITY

The success of the Community is dependent upon the support and participation of every Owner in its administration. This Master Declaration establishes Stonehill Village Community Association, Inc., as the mechanism by which the Owners are to provide that support and participation on a Community-wide basis. This Master Declaration furthermore establishes Neighborhood Societies, through which Owners within a particular Neighborhood will be able to provide input and support as to issues affecting that Neighborhood. While many powers and responsibilities are vested in the Association's Board and the Neighborhood Societies' Council, some decisions are reserved for the Association's membership - - - the Owners of property in the Community.

ARTICLE XXX
STRUCTURE

Section 30.01: Overview of Community Management. Management of a Community the size of Stonehill Village is a complex, but important matter. This Part of the Declaration explains the private corporate structure the Developer has established to provide for the continuing management and administration of the Community. The underlying objective is to provide an efficient and effective system that permits and encourages participation by every Owner, without creating unreasonable personal administrative obligations that will detract from the enjoyment of living in the Community. In other words, every Owner will have a voice in the administration of the Community, but an individual choice as to how involved each Owner may want to become. The management framework is comprised of the Association, as the central administrative body, and several smaller, subordinate organizations known as Neighborhood Societies. The remainder of this Article briefly explains the general purposes of the Association and Neighborhood Societies. The rest of this Part of the

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Declaration describes the basic structure and authority of the Association and Neighborhood Societies, and the relationships of possible other organizations related to the Community.

Section 30.02: Purpose of Association. The Developer has formed Stonehill Village Community Association, Inc., as an Ohio non-profit corporation. The purpose of the Association is to serve as the predominant entity through which the Owners will manage and administer the entire Community for the benefit of all of the Owners in the respective Neighborhoods. The Association will own, manage, maintain and operate all of the Common Areas in the Community. Further, the Association will oversee and enforce this Declaration and the other Governing Documents through its Board and various committees.

Section 30.03: Purpose of Neighborhood Societies. As each Neighborhood is integrated into the Community, the Developer will form a separate Ohio non-profit corporation for that Neighborhood. Although the legal structure of these Neighborhood organizations will be similar to the Association, they are referred to in this Declaration as "Neighborhood Societies" in order to differentiate them from the Association. However, the powers and authority of each Neighborhood Society will be subordinate to the rights, powers and authority of the Association. The primary purpose of each Neighborhood Society will be to provide a forum where Owners in the Neighborhood will have an opportunity to provide input into matters that affect their Neighborhood. Each Neighborhood Society will also elect a representative to serve as the Voting Member to represent their Neighborhood in the Association. The Developer further hopes that the Neighborhood Societies will serve an important social function within the Community by fostering closer relationships among the Owners in each Neighborhood.

Section 30.04: Effect of Layering Organizations. The purpose of providing layers of administrative rights and responsibilities through the Association and subordinate Neighborhood Societies is to create a more efficient system of private democracy within the Community for the management of its affairs. The ultimate power is reserved for the Owner Members, subject only to the rights of the Developer during the Development Period. The Owner Members will exercise most of their rights through their respective Neighborhood Societies. In turn, the Neighborhood Societies will operate the Association through the collective action of their individual representatives. These multiple levels of organization are intended to establish a representative form of management that will best reflect the rights and desires of the Owners through a

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centralized structure. The centralized structure of the Association will enable the individual Owners to be free of the daily responsibilities of overseeing the operation of the Community, while at the same time enhancing the continuity and effectiveness with which the Community as a whole can fulfill the goals and objectives described in this Declaration. The remaining Articles in this Part provide more detailed information concerning the structure, powers and authority of the Association and Neighborhood Societies, as well as the interrelationship between these two levels of management.

Section 30.05: Developer's Retained Rights. Nothing in the following Articles of this Part of the Declaration will be construed to limit, restrict, prohibit or otherwise impair the rights, powers and authority reserved by the Developer under this Declaration during the Development Period. In particular, the Developer will retain exclusive power and authority over the composition and all actions of the Association, Board, Neighborhood Societies, Councils and other organizations described in this Part throughout the entire Development Period. No failure of the Developer to exercise its reserved rights, powers or authority with respect to any particular event will be construed as a waiver of the Developer's right to later exercise its rights, powers and authority over the same or different events in the future. All of the rights, powers and authority described in the following Articles of this Part are subordinate and subject to the rights, powers and authority of the Developer during the Development Period, and are provided in this Part of the Declaration to enable an eventual transition from the Developer to the Owners either during or after the Development Period, as the Developer may determine.

ARTICLE XXXI

STONEHILL VILLAGE COMMUNITY ASSOCIATION

Section 31.01: Formation. The Developer will organize Stonehill Village Community Association, Inc., as an Ohio non-profit corporation according to the provisions of Chapter 1702 of the *Ohio Revised Code*. The Articles of Incorporation for the Association will be filed in the office of the Ohio Secretary of State simultaneously with recording this Declaration. Further, the Developer, as the sole incorporator of the Association, will adopt a Code of Regulations for the Association. The Articles and the Code of Regulations are part of the Governing Documents, and are incorporated into this Declaration by reference to the same extent as if those documents were either attached to this Declaration as Exhibits or completely rewritten in this Declaration. The Developer or the Association will provide complete and accurate copies of the Articles and the Code of Regulations to the purchaser of any Lot in the Community upon written

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request. By accepting a deed to a Lot in the Community, each Owner acknowledges that they have constructive notice of all terms and conditions of the Articles and Code of Regulations, and that they agree to be bound by all terms and conditions of the Articles and Code of Regulations.

Section 31.02: Members of Association. The Association has been organized for the exclusive benefit of its Members, and will be operated under the control of the Members in the manner provided in this Article. No Member may delegate any of its rights in the Association to any other Person for any reason, except as specifically permitted in this Declaration or the Code of Regulations. There are Three (3) different types of Members in the Association, each of which is described below:

- A. Owner Members. Every Owner of a Lot in the Community will automatically be a Member of the Association. Membership of each Owner Member in the Association is based upon ownership of a Lot, and will commence upon recording of the deed for the Lot to the Owner. Upon conveyance of the ownership of a Lot to a new Owner, the membership of the former Owner will automatically terminate, and the new Owner will automatically become an Owner Member in the Association.
- B. Developer Member. The Developer is the only Developer Member of the Association. Membership of the Developer Member is based upon the Developer's relationship to and responsibilities for the creation and development of the Community. The Developer is considered a Member of the Association in order to facilitate the exercise of the rights, powers and authority reserved for the Developer under this Declaration. The Developer Member category of membership in the Association will automatically terminate upon termination of the Development Period.
- C. Founding Members. Ervin J. Nutter, his children, grandchildren and great grandchildren, and the spouses and natural or adopted children of each of these individuals are the Founding Members of the Association. Membership of the Founding Members is based upon the relationship of these individuals to the owner of the land on which the Community is established, and in recognition of the concept and implementation of the Community by this family. The Founding Members are considered Members of the Association in order to permit their continuing use and enjoyment of the creation they envisioned and brought to reality. The

Founding Member category of membership in the Association will continue until the death of the last Founding Member.

Section 31.03: Voting Rights of Members. The Members of the Association will have the following rights concerning voting on matters requiring or permitting the vote or approval of the Members:

- A. Non-Voting Members. The Developer Member and the Founding Members will not have the right to vote on any matters brought before the membership of the Association for consideration. However, the Developer Member and the Founding Members will be entitled to receive notice of all meetings of the Members and Voting Members, and to attend and participate in discussions of all issues raised at those meetings.
- B. Voting Members. Due to the eventual large number of Owner Members in the Association, a representative form of voting by Members will be employed in order to facilitate a more efficient management of the Association and communication between the Members and the Board. Except with respect to those matters requiring the vote of all Owner Members as provided in this Declaration, Supplemental Declarations, the Articles and/or the Code of Regulations, all of the voting power of the Members of the Association will be exercised only through the Voting Members. Each Neighborhood will elect One (1) representative to serve as the Voting Member for that Neighborhood. The Owner Members within that Neighborhood will be deemed to have granted to the Voting Member an irrevocable proxy of their voting rights in the Association concerning matters that would otherwise be voted upon by the Members, and no additional documentation will be necessary to evidence that proxy. The voting power of each Voting Member will be equal to a fraction, the numerator of which is the total number of Lots then existing in the Neighborhood that the Voting Member represents and the denominator of which is the total number of all Lots then existing in all Neighborhoods in the Community. The Voting Member will have an obligation to act and vote in a manner that the Voting Member in good faith believes is in the best interest of the Neighborhood he or she represents. However, the Voting Member will not be personally liable to any Owner or Neighborhood Society for any vote made on behalf of the Neighborhood. The Code of Regulations provides a more detailed explanation of the selection,

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procedures, rights and responsibilities of the Voting Members, as well as the power of the Owner Members to recall their Voting Member.

- C. Certain Voting Rights of Owner Members. This Declaration, Supplemental Declarations, the Articles and/or the Code of Regulations, provide that certain matters will require the vote or approval of all of the Owner Members of the Association. In those specific instances, the proxies of the Voting Members will be temporarily suspended, and the Owner Members will be entitled to vote on their own behalf. However, there will only be One (1) vote per Lot. If a Lot is owned by more than one individual, the co-Owners of such Lot must determine among themselves who will exercise the voting rights 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 Association, 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. The voting rights of Owner Members, and additional procedures concerning the exercise of those voting rights, are more fully explained in the Code of Regulations.

Section 31.04: Board of Trustees. The Board of the Association will have power, authority and obligation to carry out all of the rights, powers and authority of the Association, except with respect to those actions which specifically require the vote of the Voting Members or the Owner Members under the terms of this Declaration, the Articles or the Code of Regulations. The number of members of the Board, the specific procedures and voting requirements for election of members of the Board, and the rights, procedures and conduct of the Board, are more fully described in the Code of Regulations. During the Development Period, the Developer will be considered to be an ex-officio member of the Board. As such, the Developer will be entitled to receive notice of all meetings of the Board, and to attend and participate in discussions of all issues raised at those meetings. The Developer will also have full access to all records of the Board and the Association.

Section 31.05: Officers. The Board will elect officers to carry out the day-to-day management and operation of the Association. These officers will include at a minimum: (i) one president; (ii) one or more vice presidents; (iii) one secretary; and (iv) one treasurer. In addition, the Board may elect such assistant officers as it may deem

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necessary or advisable. The specific procedures and voting requirements for election of officers of the Association, and the rights, duties and authority of each officer, are more fully described in the Code of Regulations.

Section 31.06: Delegation of Duties. In addition to the duties and authority of the officers of the Association, the Board may delegate the performance of any of its duties to one or more committees, employees, agents or volunteers. All committees, employees, agents or volunteers of the Association will serve at the discretion of the Board, and only under the supervision, direction and control of the Board. The Code of Regulations describes in more detail the scope and authority of the Board to delegate any of its duties.

Section 31.07: Powers and Authority of Association. The rights, powers, authority and obligations of the Association are provided in this Declaration, Supplemental Declarations, the Articles and Code of Regulations. As a matter of illustration, but without limitation, the Association will have the following powers and authority.

- A. **Common Areas.** The Association will own all of the Common Areas in the Community, and will have full power, authority and responsibility to control, manage, operate, regulate, maintain and repair all of the Common Areas in the manner required or permitted in this Declaration and the other Governing Documents.
- B. **Assessments.** The Association will further have the power and authority to levy and collect Assessments of the types and in the manner provided in this Declaration and the other Governing Documents.
- C. **Rules and Regulations.** The Association will have the power and authority to adopt Rules and Regulations concerning: (i) the use and enjoyment of the Common Areas; (ii) specific procedures and/or guidelines for the functioning of committees created by the Board; (iii) specific procedures and guidelines for administering the Community and Neighborhood DRS; and (v) such other matters as the Association may deem necessary or beneficial in carrying out the purpose and intent of this Declaration or any of the other Governing Documents.
- D. **Compliance and Enforcement.** The Association will have full power and authority to monitor, regulate and enforce full compliance with all terms, conditions and obligations in this Declaration and all of the other Governing Documents.

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- E. Assumption of Developer's Obligations. After termination of the Development Period, the Association will assume and fulfill all of the obligations and responsibilities reserved by or imposed upon the Developer with respect to the continuing management, operation and administration of the Community, as described in this Declaration and the other Governing Documents. Upon request of the Developer during the Development Period, the Association will also assume and fulfill such obligations and responsibilities that the Developer may assign to it in writing.
- F. Insurance. The Association will have the power and obligation to obtain and maintain in full force and effect all policies of insurance required under this Declaration and the other Governing Documents. The Association will have the right, but not an obligation, to obtain and maintain such other policies of insurance as the Board of the Association may deem necessary or beneficial for the protection of the Association and its property.
- G. Indemnification. The Association will have the power and obligation to indemnify all of its Board members, officers, committee members, employees and volunteers in the manner and to the extent permitted under Applicable Law, and as provided in the Articles and/or Code of Regulations.
- H. Individual Services. The Association will have the right, power and authority, but not an obligation, to offer and perform Individual Services for any Owner or groups of Owners in the Community, and to establish and charge a reasonable fee or assessment for such Individual Services. The purpose of this power is to grant the Association flexibility to develop additional, new or innovative services that will benefit its Owner Members through utilization of resources the Association otherwise has available to carry out the Association's normal duties and obligations.
- I. Volunteer Coordination. The Association will have the right, power and authority, but not an obligation, to encourage and facilitate the formation and operation of volunteer organizations within the Community that may benefit or serve the interests of the Community as a whole, or particular Owners or Occupants within the Community. The Code of Regulations and/or Rules and Regulations of the Association further describe the scope and procedures for the exercise of this authority.

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- J. Other. The Association will also have all rights, powers and authority necessary or beneficial for the Association to carry out the obligations and responsibilities expressly or by implication granted to or imposed upon the Association under this Declaration, any of the other Governing Documents, or Applicable Law.

Section 31.08: Prohibited Activities. The Voting Members may, but will not be required to, adopt Rules and Regulations restricting or prohibiting the Association from engaging or participating in certain activities to assure that the Association maintains a neutral position in potentially sensitive issues beyond the normal scope of the Association's purpose and authority that may be opposed or supported by some, but not all, of the Members. Without limiting the authority granted in the preceding sentence, the Association is strictly prohibited from endorsing, sponsoring, encouraging, contributing to, or otherwise sponsoring any candidate for any political office. The Association is further strictly prohibited from initiating, sponsoring, petitioning, supporting, encouraging, opposing or otherwise participating in any attempt to incorporate the Community as a separate municipality, or to annex all or any part of the Community into any other municipality. However, the restrictions in this Section apply only to actions of the Association as an organization, and will not be construed to limit the individual rights of any Owner to engage in such activities, personally or collectively, separate and apart from the Association.

Section 31.09: Referendum and Initiative Power of Members. In order to assure that the Owner Members retain ultimate control of the Association, all actions of the Voting Members and the Board will be subject to reversal through referendum by the Owner Members. Further, the Owner Members will have the right to initiate any action that the Voting Members or the Board may fail or refuse to take. The referendum and initiative rights of the Owner Members, and the specific procedures and voting requirements for such actions, are more fully described in the Code of Regulations.

Section 31.10: Authority Over Neighborhood Societies. The rights and powers of the Association are superior to any and all rights and powers of all Neighborhood Societies. Therefore, by majority vote of the Voting Members, the Association will have the right to veto, prohibit, enjoin or modify any action taken or proposed to be taken by any Neighborhood Society if, in the sole discretion of the Voting Members, such action conflicts in any respect with the power and authority of the Association, or is or may be detrimental to health, safety, welfare or overall best interests of the Community as a whole.

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Section 31.11: Subordination to Developer. During the Development Period, all rights, powers and authority of the Association will be subordinate and subject to the rights, powers and authority of the Developer in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

ARTICLE XXXII

NEIGHBORHOOD SOCIETIES

Section 32.01: Formation. Upon creating each new Neighborhood in the Community, the Developer will organize a Neighborhood Society for that Neighborhood as an Ohio non-profit corporation according to the provisions of Chapter 1702 of the *Ohio Revised Code*. The Articles of Incorporation for a Neighborhood Society will be filed in the office of the Ohio Secretary of State simultaneously with recording the Supplemental Declaration for that Neighborhood. Further, the Developer, as the sole incorporator of the Neighborhood Society, will adopt Canons of Order for that Neighborhood Society. The Articles and the Canons of Order will become part of the Governing Documents, and are incorporated into this Declaration and the applicable Supplemental Declaration by reference to the same extent as if those documents were either attached as Exhibits or completely rewritten in this Declaration or a Supplemental Declaration. The Developer or the Neighborhood Society will provide complete and accurate copies of the Neighborhood Society Articles and Canons of Order to the purchaser of any Lot in that Neighborhood upon written request. By accepting a deed to a Lot in a particular Neighborhood, each Owner acknowledges that they have constructive notice of all terms and conditions of the Articles and Canons of Order for their Neighborhood Society, and that they agree to be bound by all terms and conditions of those Articles and Canons of Order.

Section 32.02: Members of Neighborhood Society. Each Neighborhood Society will be organized for the exclusive benefit of its Members, and will be operated under the control of the Members in the manner provided in this Article. No Member may delegate any of its rights in the Neighborhood Society to any other Person for any reason, except as specifically permitted in this Declaration or the applicable Canons of Order. There will be Three (3) different types of Members in each Neighborhood Society, each of which is described below:

- A. **Owner Members.** Every Owner of a Lot in the Neighborhood will automatically be a Member of the Neighborhood Society for that Neighborhood. Membership of each Owner Member in the Neighborhood Society is based upon ownership of a Lot, and will commence upon

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recording of the deed for the Lot to the Owner. Upon conveyance of the ownership of a Lot to a new Owner, the membership of the former Owner will automatically terminate, and the new Owner will automatically become an Owner Member in the Neighborhood Society. Accordingly, each Owner of a Lot will automatically be an Owner Member of the Association and an Owner Member of the Neighborhood Society for the Neighborhood in which the Owner's Lot is located.

- B. Developer Member. The Developer, or any Related Entity to which the Developer has assigned its rights pertaining to the development of that Neighborhood, will be the only Developer Member of the Association. Membership of the Developer Member is based upon the Developer's relationship to and responsibilities for the creation and development of that Neighborhood. The Developer or its Related Entity will be considered a Member of the Neighborhood Society in order to facilitate the exercise of the rights, powers and authority reserved for the Developer under this Declaration. The Developer Member category of membership in a Neighborhood Society will automatically terminate upon termination of the Development Period.
- C. Founding Members. The Founding Members will also be considered Members of each Neighborhood Society for the reasons, purposes and period of time as described in the previous Article concerning Founding Members of the Association.

Section 32.03: Voting Rights of Members. All of the voting power on matters requiring or permitting the vote or approval of the Members of each Neighborhood Society will be vested in and exercisable by the Owner Members of that Neighborhood Society. No Neighborhood Society will require any representative form of voting through Voting Members, as in the Association. The Owner Members will be entitled to vote directly on their own behalf. However, the voting rights of Owner Members who are co-Owners of a Lot, or who are not natural persons, are subject to the same limitations and requirements as described in the previous Article concerning the voting rights of Owner Members in the Association. The voting rights of Owner Members, and additional procedures concerning the exercise of those voting rights, will be more fully explained in the Canons of Order for each Neighborhood Society. The Developer Member and the Founding Members will not have the right to vote on any matters brought before the membership of any Neighborhood Society for consideration.

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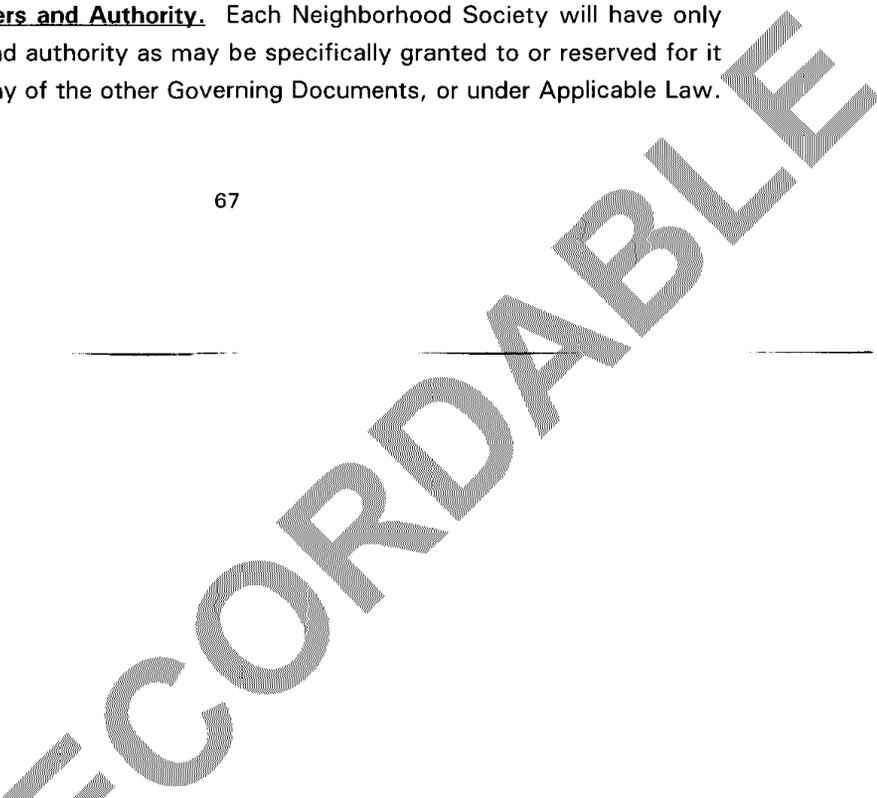
However, the Developer Member and the Founding Members will be entitled to receive notice of all meetings of the Members and Voting Members, and to attend and participate in discussions of all issues raised at those meetings.

Section 32.04: Council of Neighborhood Societies. The Council of each Neighborhood Society will have power, authority and obligation to carry out all of the rights, powers and authority of the Neighborhood Society, except with respect to those actions which specifically require the vote of the Owner Members under the terms of this Declaration, or the Articles or the Canons of Order for that Neighborhood Society. The number of members of the Council, the specific procedures and voting requirements for election of members of the Council, and the rights, procedures and conduct of the Council, will be more fully described in the Canons of Order for each Neighborhood Society. During the Development Period, the Developer or its applicable Related Entity will be considered to be an ex-officio member of each Council. As such, the Developer or its Related Entity will be entitled to receive notice of all meetings of the Council, and to attend and participate in discussions of all issues raised at those meetings. The Developer or its Related Entity will also have full access to all records of each Neighborhood Society and their respective Councils.

Section 32.05: Officers. The Council of each Neighborhood Society will elect officers to carry out the day-to-day management and operation of the Neighborhood Society. These officers will include the same required and discretionary officers as are described in the previous Article regarding officers of the Association. The specific procedures and voting requirements for election of officers of each Neighborhood Society, and the rights, duties and authority of each officer, will be more fully described in the Canons of Order for each Neighborhood Society.

Section 32.06: Delegation of Duties. In addition to the duties and authority of the officers of the Association, the Council of each Neighborhood Society will also have the authority to delegate the performance of any of its duties to one or more committees, employees, agents or volunteers in the same manner as provided in the previous Article concerning delegation by the Board of the Association. The Canons of Order for each Neighborhood Society will describe in more detail the scope and authority of the Council to delegate any of its duties.

Section 32.07: Powers and Authority. Each Neighborhood Society will have only those rights, powers and authority as may be specifically granted to or reserved for it in this Declaration or any of the other Governing Documents, or under Applicable Law.



Section 32.08: Prohibited Activities. Every Neighborhood Society will be prohibited from engaging or participating in any activities that the Association is prohibited from engaging or participating in under the previous Article of this Declaration. Each Neighborhood Society will further have the power and authority, but will not be required, to adopt Rules and Regulations restricting or prohibiting the Neighborhood Society from engaging or participating in certain activities to assure that the Neighborhood Society maintains a neutral position in potentially sensitive issues beyond the normal scope of the Neighborhood Society's purpose and authority that may be opposed or supported by some, but not all, of its Members.

Section 32.09: Subordination to Developer and Association. All rights, powers and authority of each Neighborhood Society will be subordinate and subject to the rights, powers and authority of the Developer and the Association in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

ARTICLE XXXIII

OTHER ASSOCIATIONS

Section 33.01: Condominium Associations. Some Neighborhoods within the Community may be developed under a condominium form of ownership. In those instances, the Neighborhood, or a portion of the Neighborhood will have its own condominium association. If all of a particular Neighborhood is under the jurisdiction of a condominium association, then the condominium association may serve as the Neighborhood Society for that Neighborhood for purposes of this Declaration and the other Governing Documents. However, if only part of a Neighborhood is under the jurisdiction of a condominium association, then a separate Neighborhood Association will be formed for that Neighborhood and each of the Owners of Lots (including condominium units) in that Neighborhood will be Members of that Neighborhood Society. All documents pertaining to the creation and development of a condominium and/or condominium association formed during the Development Period within the Community must be submitted to and approved by the Developer before execution and recording. After the Development Period, the Association will assume the rights of the Developer to review and approve all condominium documents.

Section 33.02: Tax-Exempt Organizations. The Developer or the Association may, but will not be required to, create, participate in, assist, support, contract with, grant rights to, or otherwise facilitate the formation, expansion, administration and/or operation of one or more non-profit, tax-exempt organizations. The scope of this

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authority, and all other aspects pertaining to such organizations, are more fully described in the Code of Regulations.

Section 33.03: Potential of Other Associations. Nothing in this Declaration will limit or prohibit the Developer, the Association or any Neighborhood Society from creating, participating in, assisting, supporting, contracting with, granting rights to, or otherwise facilitating the formation, expansion, administration and/or operation of any other type of organization or organizations, as long as such activity does not impair the non-profit status of the Association or any Neighborhood Society under Applicable Law. Furthermore, the creation, support or other form of participation in one or more organizations by the Developer, the Association or any Neighborhood Society for particular purposes, as permitted under this Declaration or the Governing Documents, will not require the Developer, the Association or any Neighborhood Society to create, support or otherwise participate in any other organizations for any other purposes.

Section 33.04: Subordination of Rights. All rights, powers and authority of every other organization described in this Article will be subordinate and subject to the rights, powers and authority of the Developer and the Association in the manner and to the extent provided in this Declaration and/or any of the other Governing Documents.

PART SEVEN - ASSESSMENTS, TAXES AND INSURANCE

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

ARTICLE XXXIV

CREATION OF ASSESSMENTS

Section 34.01: Purpose. In order to carry out its responsibilities under this Declaration and the other Governing Documents, the Association must have a source of funds to cover its costs and expenses. However, the Association does not have any means of generating income from its normal operations because it is a non-profit corporation. The costs and expenses the Association incurs are directly related to the services the Association provides for the use, benefit and enjoyment of all of the Owners in the Community. Consequently, the Developer has determined that it is fair and reasonable to charge the costs and expenses of the Association to all of the

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Owners in the Community for whom the services of the Association are provided or made available. The purpose of the Assessments described in this Part of the Declaration, therefore, are to provide the Association with a continuing source of funds to cover the current and anticipated costs and expenses the Association incurs in carrying out its responsibilities for the benefit of all of the Owners in the Community.

Section 34.02: Creation of Assessments. The Developer declares that Assessments are necessary and incidental to the proper functioning, operation and continuing viability of the Association, and are the foundation upon which the Association will be able to fulfill its obligations to the Owners. All Assessments will be the personal financial obligation of the Owners to whom the Assessments are charged. In order to assure payment of the Assessments, the Lot of each Owner to whom any Assessment is charged will serve as security for the payment of the Assessments and all late charges, interest and costs of collection, as provided in this Part of the Declaration. By acceptance of a deed to any Lot in the Community, the Owner of the Lot consents to the creation and levy of these Assessments, and agrees to pay all Assessments in the manner and at the times required in this Declaration and the other Governing Documents. Except as otherwise specifically provided in this Article, no Owner will be exempt from the obligation to pay all Assessments levied against the Owner and his or her Lot in the manner provided in this Part of the Declaration, regardless of whether the Owner in fact makes actual use of the Common Areas of the Community and/or services of the Association, and regardless of the degree of such use.

Section 34.03: Authority to Establish Reserves. It is likely that the Association will at times incur extraordinary expenses relating to the maintenance, repair or replacement of its capital assets and other Improvements. Further, it is possible that the Association may encounter unanticipated expenses for situations that are not within its normal budget. Therefore, the Association is authorized to establish one or more Reserves of the type(s) and in the amount(s) that the Board determines to be necessary and reasonable to assure adequate availability of funds for these circumstances. The funds to create and maintain the Reserve(s) may be included in the Association's annual budget and assessed as part of the General Assessment.

Section 34.04: Authority to Maintain Surplus. The Association may also from time to time realize an excess of budgeted and collected Assessments over the actual expenses for the year. The Association is authorized to retain any such surplus, and to carry the surplus over to the following year to the next. The Board will have the discretion each year to determine whether to: (i) apply all or any portion of a surplus

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toward the budgeted expenses for the next year; or (ii) maintain all or any portion of a surplus as a separate surplus item on the budget for the next year, in such amount and for such period of time as the Board may determine; or (iii) apply all or any portion of a surplus toward a Reserve. In no event will the Association be obligated to refund all or any portion of a surplus, or to apply all or any portion of a surplus to the reduction of the amount of any subsequent Assessments.

Section 34.05: Authority to Enter Into Contracts. The Association will have the authority to perform all or any part of its administrative responsibilities relating to Assessments through its own officers, employees or volunteers. In the alternative, the Association is also authorized to enter into contracts with any third Person, including without limitation the Developer or a Related Entity, for the purpose of assisting in the preparation of budgets, billing and collection of Assessments, and/or to otherwise assist in or perform any other administrative obligations of the Association relating to Assessments. The Association may pay a reasonable charge for these third Person services, as determined by the Board. Any third Person contractor will be required to perform its services in strict compliance with this Declaration, the other Governing Documents, and the policies, procedures and directives adopted by the Association.

Section 34.06: Developer's Option to Fund Budget Deficits. The Developer acknowledges that the Association may experience budget deficits for a period of time during the early stages of development of the Community. During any period in which the Association is not financially stable, the Developer will have the option, but not an obligation, to provide sufficient funds to reduce or eliminate any actual or anticipated deficits in the Association's annual budget. If the Developer exercises this option at any time, the Developer will have the discretion to: (i) loan the necessary funds to the Association on such repayment terms as the Developer and the Association may agree; or (ii) pay the full amount of Assessments that could be charged on the Developer's unsold Lots if those Lots were not otherwise exempt under this Declaration; or (iii) pay a portion of those Assessments in an amount equal to the amount of the actual budget deficit for that year; or (iv) donate or contribute to the Association the amount necessary to eliminate or reduce the budget deficit without any expectation of repayment. Any payments from the Developer to the Association as permitted in this Section may be made in cash, by in-kind goods, materials or services, or partly in cash and partly in-kind. If the Developer's in-kind funding under this Section is not a donation or contribution, the Association will be authorized to enter into such written contracts for the goods, materials or services as the Developer may reasonably require.

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Section 34.07: Exemptions From Assessments. Notwithstanding any provision of this Declaration to the contrary, the Developer, all Related Entities and all Founding Members will be exempt from the obligation to pay any type of Assessment at any time, whether during or after the Development Period. In addition, the following properties will be exempt from the obligation to pay any type of Assessment, and the lien of such Assessments: (i) all Common Areas; (ii) all portions of the Property or any Lot now or in the future owned by the Founding Members; (iii) all portions of the Exempt Property; (iv) all portions of the Voidable Property; (v) all portions of the Additional Property, until such time as it is activated as part of the Community by recording a Plat creating Lots; (vi) any portions of the Property dedicated to and accepted by any governmental authority or public utility; and (vii) any other type of property for which the Association may grant an exemption by resolution of its Voting Members. Except as provided in this Section, no Owner may claim any exemption or diminution from liability for Assessments because of non-use of any Common Area, abandonment of a Lot, or any other reason.

ARTICLE XXXV

TYPES OF ASSESSMENTS

Section 35.01: Overview of Basic Assessment Types. The Association may levy Three (3) basic types of Assessments: (i) General Assessments; (ii) Limited Assessments; and (iii) Special Assessments. Further, there are several different types of Special Assessments. The Association will have the right to rename any type of Assessments, or to create additional subcategories of the basic Assessments, as long as the effect of the Assessments remains consistent with the general intent, purpose and authority described in this Part of the Declaration. This Article describes each type of Assessment in more detail.

Section 35.02: General Assessments. The Association will each year levy General Assessments to cover the normal, anticipated Common Expenses of the Association, as determined in the Association's annual budget. All General Assessments will be allocated among and charged equally to all Owners in the Community, and will be payable on the same terms for all Owners, regardless of the size, location, type, value or any other differentiating factor of the Owner's Lot. General Assessments will represent the primary source of funds to cover the Common Expenses incurred by the Association in carrying out its obligations under this Declaration and the other Governing Documents.

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Section 35.03: Limited Assessments. At any time in which the Community contains any Limited Common Areas, then the Board will determine the normal, anticipated Common Expenses relating to that Limited Common Area, which will be separately identified on the Association's annual budget. The Common Expenses attributable to the Limited Common Areas will be assessed as Limited Assessments. All Limited Assessments will be allocated among and charged equally to only those Owners in the Community for whom the Limited Common Areas are made available for their use and enjoyment, and will be payable on the same terms for all such Owners, regardless of the size, location, type, value or any other differentiating factor of the Owner's Lot. Limited Assessments will represent the primary source of funds to cover the Common Expenses incurred by the Association in carrying out its obligations under this Declaration and the other Governing Documents concerning Limited Common Areas.

Section 35.04: Special Assessments. Some costs and expenses incurred by the Association may not be anticipated within the Association's annual budget, or may not be properly chargeable against all or a portion of the Owners in the Community as a General Assessment or a Limited Assessment. Therefore, the Association is authorized to levy Special Assessments to cover such costs and expenses. Special Assessments include, without limitation, an allocable share of: (i) the cost to repair any uninsured damage to Common Areas for which no Owner is responsible; or (ii) the cost to construct or install any additional Improvement to the Common Area; or (iii) the cost of taking any extraordinary action for the benefit of the Association or the Society of any Neighborhood, the Members or any portion of the Common Area; or (iv) Compliance Assessments; or (v) Preliminary Membership Assessments; or (vi) any other cost or expense not otherwise covered by General Assessments or Limited Assessments. The Board of the Association will have the power to determine the necessity and amount of any Special Assessment, and to which Owner(s) and/or Lot(s) a Special Assessment should be levied. However, any particular Special Assessment that exceeds Ten Percent (10%) of the Association's total annual budget for the year immediately preceding that in which the Special Assessment is proposed must be approved in advance by majority vote of the Voting Members of the Association. Special Assessments will be payable in the manner and at the times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 35.05: Preliminary Membership Assessment. The Association is authorized to charge and collect a type of one-time Special Assessment, referred to as a

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Preliminary Membership Assessment, for the purpose of creating the necessary source of operating funds for the Association as Lots are added to the Community. At the time of closing on the original sale of each Lot in the Community, the purchaser of the Lot will be required to pay to the Association a Preliminary Membership Assessment. The amount of the Preliminary Membership Assessment will be determined by the Board of the Association, but may not exceed Twenty-Five Percent (25%) of the amount of the annual General Assessment then in effect for the fiscal year in which the closing takes place. The Preliminary Membership Assessment will be shown on the settlement statement at closing and paid to the Association as a settlement disbursement. This type of Assessment will only apply the first time each Lot is sold, but will not apply to subsequent sales of the same Lot. The Preliminary Membership Assessment is not refundable, and will not be credited against any other Assessments established under this Article.

Section 35.06: Compliance Assessments. The Association will also have the authority to levy a type of Special Assessment, known as a Compliance Assessment, against any Owner who fails to comply with any of the requirements of this Declaration or the other Governing Documents, and who fails to correct the noncompliance after notice from the Association in the manner provided in this Declaration. The purpose of the Compliance Assessment is to reimburse the Association for its costs and expenses incurred in connection with enforcement of this Declaration and the Governing Documents. This includes, without limitation, (i) the costs incurred by the Association to repair any damage to Common Areas for which an Owner is responsible; or (ii) any other costs incurred by the Association to bring the Owner or Lot into compliance with the Declaration or any of the other Governing Documents; or (iii) the amount owed to the Association as a result of any disciplinary proceedings against an Owner as provided in the Declaration or any of the other Governing Documents; or (iv) any other costs and expenses incurred by the Association in connection with the enforcement of the Declaration or any of the other Governing Documents.

Section 35.07: Individual Services Assessments. The Association may, but will not be required to, offer and provide special services to some or all of the Owners in the Community. The types and availability of, and charges for, these services, if any, will be determined from time to time by the Board. In general, these special services will be designed to utilize resources already owned by or available to the Association which can provide further conveniences to the Owners who may desire these services. Examples may include lawn care, landscape maintenance, organic waste disposal and

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composting, and lessons for or participation in various recreational activities. If the Association makes any individual services available, the Association will have the authority to either directly charge the Owner a fee for the services payable directly as rendered, or to assess the Owner for the services by means of a type of Special Assessment known as an Individual Services Assessment. If the charge is payable directly as the services are rendered, but the Owner fails to pay the charge within the terms established by the Board, the unpaid balance due will automatically become an Individual Services Assessment enforceable against the Owner's Lot in the same manner as all other Assessments under this Part of the Declaration. Nothing in this Section will be construed to ever obligate the Association to develop or offer any type of individual services, or to continue any type of individual services once commenced.

ARTICLE XXXVI

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 36.01: **Budgets.** The Association will determine the amount of Assessments required for each fiscal year by adopting an annual budget for the Association. At least Sixty (60) days before the beginning of each fiscal year, the Board will complete its preparation of a proposed budget, which must be approved by majority vote of the Board. The proposed budget will then be submitted to the Voting Members of the Association for consideration and approval at least Thirty (30) days before the beginning of the next fiscal year. The Voting Members will have the authority to approve the budget as proposed by the Board, or to make such modifications to the budget as the Voting Members may deem necessary or appropriate. The final budget of the Association for the next fiscal year must be adopted by majority vote of the Voting Members. The budget, as finally adopted by the Association, will be made available for inspection and copying by any Owner upon written request. Each budget will contain, at a minimum, the components described below:

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

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- B. Limited Assessment Budget. The Limited Assessment section of the budget will separately identify, as near as possible, the anticipated fixed and variable Common Expenses of the Association relating to Limited Common Areas that are properly allocable among some, but not all, Owners. Limited Assessments for each different Limited Common Area will be shown separately on the budget. This budget section will also take into account and identify anticipated surpluses to be carried forward from previous years. The current balance of all Reserve portions of each Limited Assessment, and all contributions to be made to those Reserves in the coming year, will also be separately identified on the budget.
- C. Special Assessment Budget. If the Board determines that any Special Assessments will be charged in any year, a description and amount of those Special Assessments will be separately identified in the budget. However, Compliance Assessments and Individual Service Assessments will not need to be shown on the budget, unless Association desires to include the anticipated totals of those Assessments for the year on the budget.
- D. Developer's Discretionary Payments. If the Developer has made, or promised to make, any loans, advances or contributions toward the budget in a particular year, the amount paid or payable by the Developer, and any terms or repayment, will be shown separately on the budget.

Section 36.02: Determination of Assessments. As soon as the Association has adopted the annual budget for the next fiscal year, the Board will determine and set the Assessments to be levied. The allocable share of General Assessments to be charged to each Owner will be the total of all General Assessments under the budget divided by the sum of: (i) the number of non-exempt Lots in the Community already sold; plus (ii) the number of non-exempt Lots for which the Developer then has a binding contract to sell. The allocable share of each type of Limited Assessment to be charged to each Owner to whom that Assessment applies will be the total of that type of Limited Assessment under the budget divided by the sum of: (i) the number of non-exempt Lots already sold that are benefitted by that assessable Limited Common Area; plus (ii) the number of those benefitted non-exempt Lots for which the Developer then has a binding contract to sell. Special Assessments will be allocated among the Owners in a manner determined by the Board to be fair and equitable in relation to the reason for the Special Assessment. All Compliance Assessments and Individual Services

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Assessments will be determined and charged individually to the appropriate Owner(s) only.

Section 36.03: Effective Dates of Assessments. The Assessments determined under this Article will become the personal obligation of the Owners to whom the Assessments are charged effective as of the first day of the Association's fiscal year.

Section 36.04: Time to Pay Assessments. The Board will have the authority to determine the time or times in which the Assessments will be billed and paid. In particular, the Board may require payment of the Assessments in one annual lump sum, or in quarterly or monthly installments. The Board may change the payment terms from year to year, but the payment terms will be the same for all Owners. If the Association fails to set Assessments for any particular fiscal year, or fails to deliver notice of the Assessments to an Owner, such failure will not be deemed a waiver, modification or a release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay the same amount of Assessments on the same terms as the preceding fiscal year until the Owner receives written notice of a new Assessment. The Association will have the right to retroactively assess any difference between the amounts the Owner actually paid during that period and the amounts payable under the new Assessment rate.

Section 36.05: Commencement of Liability for Assessments. Every Owner's liability for payment of Assessments will commence on the date the Owner closes on the purchase of the Lot and accepts delivery of the deed for the Lot. Subject to the provisions in this Declaration regarding liability for unpaid or delinquent Assessments, all current Assessments then levied on a Lot for the fiscal year in which the Lot is sold will be prorated on a per diem basis between the former Owner and the purchaser, unless otherwise agreed in writing between the seller and purchaser. However, proration between the seller and purchaser will not affect the obligations of either party for payment of Assessments in the manner provided in this Declaration, and will not delay the due date of the next installment of Assessments to become payable in connection with that Lot.

Section 36.06: Compliance Certificate. Upon request by an Owner or purchaser of a Lot, the Association will prepare and provide a Compliance Certificate in the manner described in Part Two of this Declaration. In particular, the Compliance Certificate will reveal the current status of all Assessments levied against the Owner and the Lot, including the total amount of all Assessments for the current fiscal year, the amount already paid, the balance remaining to be paid, whether any portion of the Assessment

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is delinquent, and the amount, if any, of any late charges, interest or other costs of collection attributable to those Assessments. The Association may make a reasonable charge for the issuance of a Compliance Certificate, which must be paid at the time of submitting the request for the Compliance Certificate. The effect of the Compliance Certificate with respect to Assessments will be the same as for any other violations or delinquencies as provided in Part Two of this Declaration.

Section 36.07: Rules and Regulations. The Association will have the authority to adopt Rules and Regulations concerning more specific procedures regarding the preparation, adoption and disclosure of annual budgets, and the billing and collection of Assessments, as long as those procedures are consistent with this Declaration and the other Governing Documents.

ARTICLE XXXVII

NONPAYMENT OF ASSESSMENTS

Section 37.01: Nonpayment and Remedies. Nonpayment of any Assessment when due will constitute a material violation of this Declaration by the Owner from whom the Assessment is payable. If such violation occurs, the Association will have the right to pursue any remedies provided in this Declaration for enforcement and collection of the Assessments and all other applicable late charges, interest and costs of collection.

Section 37.02: Late Charge. The Association will have the authority to impose and collect a late charge if any installment of Assessments is not paid when due. The late charge will be an amount determined by the Board, but may not exceed Ten Percent (10%) of the delinquent amount. The Board will also have the right to set the number of days past due an installment of Assessments must be before the late charge applies. All late charges imposed by the Association must be consistently applicable to all Owners.

Section 37.03: Interest on Delinquent Assessments. The Association will also have the authority to impose and collect interest on any installment of Assessments that is not paid within Thirty (30) days of the due date. The interest rate will be a percentage determined by the Board, but may not exceed the lesser of: (i) Eighteen Percent (18%); or (ii) the maximum rate permitted under Applicable Law. The Board will also have the right to increase the number of days past due an installment of Assessments must be before the interest applies. All interest imposed by the Association must be consistently applicable to all Owners.

Section 37.04: Lien of Assessments. In order to secure payment of Assessments, the Association will have a lien on each Lot in the manner described in this Section.

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- A. Creation of Lien. All Assessments charged to an Owner will automatically constitute a lien on the Lot of that Owner. The lien will also secure payment of all late charges, interest and costs of collection, as provided in this Declaration.
- B. Effective Dates. The lien of an Assessment will become effective as of the first day of the fiscal year in which the Assessment applies.
- C. Perfection of Lien. The lien of an Assessment will be automatically perfected, and will continue to encumber the Lot until the Assessment and all late charges, interest and costs of collection are paid in full, or otherwise discharged in the manner provided in this Declaration. No additional actions on the part of the Association will be necessary, and no additional documents or instruments will be required to be recorded, in order to perfect the lien.
- D. Notice of Lien. If an Assessment is past due more than Thirty (30) days, the Association may, but will not be required, to file notice of the existence and amount of the lien in the Recorder's Office of Greene County, Ohio. However, the lien of the Assessment will be automatic and continuing regardless of whether or not the Association records such a notice.
- E. Priority of Lien. The lien of the Assessment will constitute the first and best lien on the Lot, binding upon the Owner, and the Owner's heirs, beneficiaries, administrators, executors, legal representatives, successors and assigns, and superior to any and all other charges, liens, or encumbrances which may in any manner arise or be imposed upon the Lot, except the following: (i) liens for real estate taxes or public assessments which under the terms of Applicable Law are made superior to the lien of the Assessment; and (ii) the lien of a Qualified Mortgagee on the subject Lot.
- F. Subordination of Lien. The Association may, but will not be required, to subordinate the lien of the Assessment to the interest of any other lien holder if the Association determines, in its reasonable discretion, that subordination of the lien will enhance, or will not materially impair, the reasonable prospect of collecting the Assessment.
- G. Extinguishment of Lien. Upon full payment of an Assessment, including all applicable late charges, interest and costs of collection, the lien of the

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

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

**ARTICLE XXXVIII
PUBLIC ASSESSMENTS**

Section 38.01: Distinction. The Assessments described in this Part of the Declaration are private assessments payable to the Association as an ordinary and necessary requirement of providing for the effective operation of the Community. However, these Assessments of the Association are in addition to, and not to the exclusion of, and other general or special assessments that may at any time be levied by any Government Entity against the Common Area or any Lot. Such public assessments of any Government Entity are separate and distinct from the Assessments of the Association, and are not controlled by this Declaration in any respect.

Section 38.02: Owner's Obligations. Every Owner will be personally responsible for payment of all assessments levied against the Owner's Lot by any Government Entity, without any claim for contribution from the Association, or off-set against the Assessments of the Association.

Section 38.03: Association's Obligations. All assessments levied by any Government Entity against any Common Area or other property of the Association will be the responsibility of the Association as a Common Expense, and will be allocated among

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and charged to the Owners in the Community as an Assessment. Public assessments payable by the Association will be itemized on the Association's annual budget.

**ARTICLE XXXIX
REAL ESTATE TAXES**

Section 39.01: Owner's Obligations. Every Owner will be personally responsible for payment of all real estate taxes levied against the Owner's Lot by any Government Entity, without any claim for contribution from the Association, or off-set against the Assessments of the Association.

Section 39.02: Association's Obligations. All real estate taxes levied by any Government Entity against any Common Area will be the responsibility of the Association as a Common Expense, and will be allocated among and charged to the Owners in the Community as an Assessment. Real estate taxes payable by the Association will be itemized on the Association's annual budget.

**ARTICLE XXXX
INSURANCE AND INDEMNIFICATION**

Section 40.01: General. Protection of the assets of the Association is necessary to assure the continuing viability of the Association and each Owner's investment in the Community. Therefore, the Association is required to obtain and maintain in full force and effect at all times the policies of insurance described in this Article. All policies of insurance obtained by the Association will be in the name of the Association as insured, and will name all Neighborhood Societies and mortgagees of the Association as additional insureds, to the extent possible. The Developer will also be named as an additional insured of each policy during the Development Period. If any insurance coverage required in this Article is not available, or is available only at a cost that in the discretion of the Board is not economically feasible to obtain, the Association will obtain a substitute form of insurance or other protection most nearly equivalent to the required coverage in order to adequately protect the rights and interests of the Association. The Board will review the terms, conditions, coverages and costs of each policy of insurance annually, or at such other intervals as the Board may deem necessary or reasonable. Further, the Board will have the authority to change insurance agents or providers at any time if, in the discretion of the Board, such change would be beneficial for the Association and would not diminish the coverage and protection required in this Article. All premiums for policies of insurance required or permitted to be obtained by the Association under this Article will be deemed to be a Common Expense, and will be included in the Assessments levied by the Association.

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Section 40.02: Public Liability Insurance. The Association will obtain and maintain one or more policies of comprehensive public liability insurance insuring the Association and all of its additional insureds, and their employees, agents and volunteers, against all forms of liability for injury to or death of any persons, or damage to or destruction of any property, arising out of or in connection with the ownership, occupation, use, maintenance and/or repair of all Common Areas and other property of the Association. The limits of liability for the insurance required under this Section will not be less than Three Million Dollars (\$3,000,000.00) for each single occurrence, including the primary policy and any umbrella coverages. If the Federal Home Loan Mortgage Company ("FHLMC"), and/or the Federal National Mortgage Association ("FNMA") participate in the financing of any Lots, the limits of liability for the insurance under this Section will not be less than the minimum amounts required under the then existing FHLMC and FNMA regulations.

Section 40.03: Casualty and Fire Insurance. The Association will also obtain and maintain one or more policies of casualty and fire insurance, with extended coverage endorsements, in an amount equal to the full replacement cost of all Improvements and other insurable portions of the Common Areas, and all other insurable property of the Association. Full replacement cost will be determined by reference to the cost of replacement in the metropolitan Dayton, Ohio, area, without deduction for depreciation or co-insurance.

Section 40.04: Fidelity Bonds. In order to protect against dishonest or illegal acts of trustees, officers, employees, agents and volunteers of the Association, the Association will obtain and maintain fidelity insurance or bond coverage. This coverage will apply to all Persons who handle, have responsibility for handling, or have access to any funds of the Association, regardless of whether such Persons are compensated for their services. The fidelity coverage will be in an amount no less than to the full amount of the anticipated gross annual Assessments levied by the Association.

Section 40.05: Trustee and Officer Liability Insurance. The Association will also obtain and maintain trustee and officers liability insurance in such amounts and on such terms as the Association may determine to be necessary or beneficial to protect those individuals who serve in such capacities on behalf of the Association from liability for their official acts or omissions.

Section 40.06: Other Coverages. The Association will also obtain and maintain all coverages required under Applicable Law, including without limitation worker's compensation and unemployment compensation coverage for all employees of the

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Association. Further, the Association will have the authority, but not any obligation, to obtain and maintain such other forms of insurance as the Association may determine to be necessary or beneficial for the protection and/or preservation of the Association, its Common Areas and other assets, Neighborhood Societies or any other aspect of the Community. The form, terms and conditions and all other aspects of these additional coverages will be determined at the sole discretion of the Association.

Section 40.07: Repair and Reconstruction. Promptly after the occurrence of any damage to or destruction of any property covered by insurance carried by the Association, the Association or its authorized agent will file all insurance claims and comply with all other requirements of the applicable policy necessary to preserve protection under the policy. Any damage to or destruction of the Common Areas or other property of the Association will be repaired, replaced or reconstructed to substantially the same condition as it existed prior to the damage or destruction, and in compliance with then existing Applicable Law. However, if the Voting Members determine by at least Seventy-Five Percent (75%) of their voting power that it is not in the best interest of the Association and its Members to repair, replace or reconstruct all or any portion of the damaged or destroyed property, the Association will apply the proceeds of the insurance in the manner provided in the following Section regarding treatment of excess proceeds. The Association will make this determination within Sixty (60) days after the date of the loss, or as soon as possible after all relevant information concerning the loss and the cost of repair, replacement or reconstruction is available to the Association. No mortgagee will have the right to participate in or otherwise control the Association's determination of whether the damage or destruction will be repaired, replaced or reconstructed. If the Association decides not to repair, replace or reconstruct any damaged or destroyed property, the Association will be obligated to restore the affected area in a safe, neat and attractive manner. If the Association decides to repair, replace or reconstruct any damaged or destroyed property, and the available insurance proceeds are not sufficient to cover the costs of repair, replacement or reconstruction, the Association may levy an appropriate Special Assessment to cover the shortage.

Section 40.08: Treatment of Excess Proceeds. The Association will retain any insurance proceeds remaining after paying the costs of repair, replacement or reconstruction of damaged or destroyed property of the Association, or after settlement of any insurance claims for damage or destruction that the Association determines not to repair, replace or reconstruct. If the Association has decided not to repair, replace

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or reconstruct any damaged or destroyed property of the Association to its original condition, the Voting Members may approve, by affirmative vote of at least Seventy-Five Percent (75%) of their voting power, the construction, installation or acquisition of alternative or additional Improvements or assets that they believe are in the best interest of the Association and its Members. Any excess insurance proceeds not used for the purpose of alternative or additional Improvements or assets will be held in a capital improvements account or other Reserve established by the Association. This requirement is for the benefit of mortgagees and may be enforced by the mortgagee of any affected Common Area or Lot.

Section 40.09: Policy Requirements. All policies of insurance required or permitted to be obtained by the Association under this Article will be issued in the name of the Association as the insured, and will be evidenced by appropriate certificates of insurance describing the coverages obtained and identifying all additional insureds, if any. All insurance policies must be written with a qualified insurance company which is properly licensed and authorized to conduct business in the State of Ohio, and which carries an "A" or better rating under the prevailing insurance industry rating system. The Association will make all certificates of insurance available for inspection by any Owner during reasonable business hour upon written request. Each insurance policy may contain a reasonable deductible, but the amount of the deductible will not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Article. In the event of an insured loss, the deductible will be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Association reasonably determines that the loss is the result of the negligence or willful misconduct of one or more Owners, or their Occupants or Users, then the Association may specifically assess the full amount of such deductible against the responsible Owner(s) and their Lots. Without limiting any other requirements the Association may impose, the Association may require any policies of insurance to contain: (i) a waiver of contribution with insurance purchased by individual Owners, Occupants, or their mortgagees; (ii) an agreed amount endorsement if the policy contains a co-insurance clause; (iii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; (iv) an endorsement excluding any individual Owners' policies of insurance from consideration under any "other insurance" clause; (v) an endorsement requiring at least Thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal; (vi) a cross-liability provision; and (vii) a provision vesting in the Association exclusive

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authority to adjust losses, in cooperation with any mortgagee of the Association, if required.

Section 40.10: Indemnification of Developer, Association and Related Parties. The Association and each Neighborhood Society will have the authority to indemnify its trustees, officers, committee members, employees, agents and volunteers in the manner permitted under the *Ohio Revised Code*. The scope, purposes and extent of this indemnification will be described in the Articles, Code of Regulations or Canons of Order of the Association and Neighborhood Societies.

Section 40.11: Owner's Insurance Options. Every Owner of a Lot in the Community will be responsible for obtaining and maintaining any insurance coverages the Owner may desire relating to the protection of the Owner and the Owner's Lot, Improvements, personal property and liability, without any contribution from or claim against the Association, the Developer or any Neighborhood Society. No policies of insurance obtained by any Owner may adversely affect or diminish any coverages or protection under insurance obtained by the Association. If any loss intended to be covered by insurance carried by the Association occurs and the proceeds payable under such insurance are to be reduced in whole or in part because of any insurance carried by any Owner, then to the extent of such reduction, the Owner will be unconditionally obligated to assign the proceeds of the Owner's insurance to the Association. All policies of insurance obtained by any Owner must contain a waiver of subrogation against the Association, the Developer, all Neighborhood Societies, and their respective employees and agents, to the extent such waiver is obtainable. Nothing in this Declaration or any of the other Governing Documents will be construed to require or imply that the Association, the Developer or any Neighborhood Society will or has obtained any form of insurance coverage on or for the benefit of any Owner, or any Owner's Lot, Improvements or personal property. Further, nothing in this Declaration or any of the other Governing Documents will be construed as imposing upon the Association, the Developer or any Neighborhood Society an obligation to indemnify, hold harmless or defend any Owner, Occupant or User against any form of loss or liability.

PART EIGHT - ENFORCEMENT AND REMEDIES

Creating a Community in which people enjoy living, working and playing requires sensitivity to the rights and interests of all within the Community. The ability to enforce this Declaration is imperative to assure the protection of those rights and

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interests. However, good faith efforts to resolve disputes amicably is an important part of maintaining good relationships. Therefore, the Developer has established the structure of enforcement and remedies described in this Part in an effort to create a balance between the need for strong enforcement with the aspiration of fostering better relations among Community members when disputes arise.

ARTICLE XXXXI
ENFORCEMENT

Section 41.01: Who May Enforce. The Developer, Association, any Neighborhood Society, and all Owners, have the right to enforce this Declaration and all of the other Governing Documents in the manner, and subject to the terms and conditions, in this Part Eight of the Declaration.

Section 41.02: Enforcement By Subsequent Owners. All Owners will have the right to privately enforce this Declaration or any of the other Governing Documents, regardless of whether the violation giving rise to the Claim occurred before or after the time Owner seeking enforcement obtained title to a Lot.

Section 41.03: Limitations on Enforcement by Owners. The rights of any Owner to enforce this Declaration and the other Governing Documents are subordinate to the right of enforcement granted to the Developer, Association, or any Neighborhood Society. Therefore, no Owner may pursue the enforcement of this Declaration or any of the other Governing Documents during any period of time in which the Developer, Association, or any Neighborhood Society is then attempting or pursuing any remedies to enforce the same violation. The purpose of this limitation is to avoid duplication of enforcement efforts, and to recognize that enforcement by the Developer, Association, or any Neighborhood Society is for and on behalf of the Community as a whole.

Section 41.04: Notice of Violation. Except in the case of an imminent threat to the safety of any Person, or danger of damage or destruction of any property, or other form of emergency, any Person alleged to be in violation of this Declaration or any of the other Governing Documents will be entitled to reasonable prior written notice of, and an opportunity to cure, the violation before pursuit of any remedy provided in this Declaration. For purposes of this Section, reasonable notice and opportunity to cure will be deemed to be Ten (10) days after receipt of the notice, unless the facts and circumstances of the violation clearly indicate that the violation cannot, with the exercise of reasonable diligence, be cured within that time. However, if a different time period is stated in any of the Governing Documents regarding a particular type of violation, then the time period in the applicable Governing Document will control.

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Section 41.05: Compliance Order. The Association, through the Board or the DRB, will have the right to issue a Compliance Order to any Person who is, or is anticipated to become, in violation of any provisions of the Governing Documents. Failure to abide by the terms of the Compliance Order will entitle the Developer or the Association to immediately pursue any available remedies under this Declaration, including without limitation injunctive relief, without any further notice or opportunity to cure.

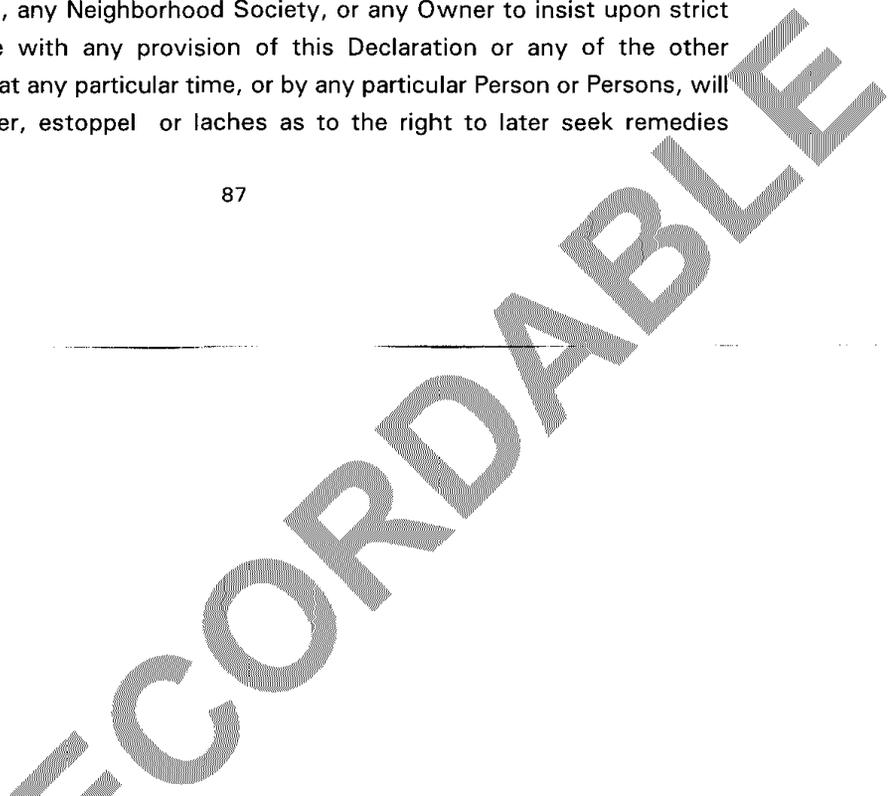
Section 41.06: Stop Work Order. The Association, through the Board or the DRB, will also have the right to issue a Stop Work Order to any Person who is, or is anticipated to become, in violation of any provisions of the Governing Documents involving Work on Improvements. Issuance of a Compliance Order is not a prerequisite to issuance of a Stop Work Order. Failure to abide by the terms of the Stop Work Order will entitle the Developer or the Association to immediately pursue any available remedies under this Declaration, including without limitation injunctive relief, without further notice or opportunity to cure.

Section 41.07: Pursuit of Remedies. The failure of any Person to cure a violation of this Declaration or any of the other Governing Documents after proper notice, as required under this Article, will entitle the Developer, Association, any Neighborhood Society, or any Owner to pursue any or all legal and equitable remedies available under Applicable Law, subject only to the requirements in the Article entitled "Alternative Dispute Resolution" later in this Part Eight.

Section 41.08: No Waiver of Right to Enforce Existing Violations. The failure of the Developer, Association, any Neighborhood Society, or any Owner, to enforce any violation of this Declaration or any of the other Governing Documents will not constitute a waiver, estoppel, or laches as to the right to seek any remedies pertaining to the original violation at a later date.

Section 41.09: No Waiver of Right to Enforce Coexisting or Subsequent Violations. The failure of the Developer, Association, any Neighborhood Society, or any Owner to enforce any violation of this Declaration or any of the other Governing Documents will not constitute a waiver, estoppel or laches as to the right to seek remedies pertaining to any coexisting or subsequent violations of the same nature.

Section 41.10: No Waiver of Strict and Exact Compliance. The failure of the Developer, Association, any Neighborhood Society, or any Owner to insist upon strict and exact compliance with any provision of this Declaration or any of the other Governing Documents at any particular time, or by any particular Person or Persons, will not constitute a waiver, estoppel or laches as to the right to later seek remedies



pertaining to the original violation, or any concurrent or subsequent violation, by any existing or subsequent Owner. No custom or practice at variance with the terms of this Declaration or any of the Governing Documents will constitute a waiver of the right to later demand strict and exact compliance with terms and conditions of this Declaration or any of the Governing Documents. However, this Section is subject to any protections a subsequent Owner may have by virtue of a Compliance Certificate, as provided in Part Two of this Declaration.

ARTICLE XXXII
REMEDIES

Section 42.01: Right to Abate. The Developer and/or the Association may, but are not obligated to, after reasonable notice to the affected Owner, enter upon any Lot for the purpose of abating, removing and/or correcting any violation, or attempted or anticipated violation, of any of the provisions of this Declaration or any of the other Governing Documents. Except in the case of emergencies, any such action by the Association must be approved in advance by a resolution of the Board. All costs, expenses or charges incurred by the Association in abating, removing and/or correcting any violation will be at the expense of the affected Owner, and may be assessed against the Owner and the Lot as a Compliance Assessment, or collected directly as monetary damages under this Article. No other Person, including without limitation any Owner or Neighborhood Society, will have a right to pursue any form of "self-help" remedies under any circumstances.

Section 42.02: Suspension of Voting Rights and Privileges. The Association may, after reasonable notice, temporarily suspend an Owner's voting rights and other privileges for any violation of this Declaration or any of the other Governing Documents. Suspension of voting rights and other privileges in the Association will automatically and concurrently suspend the voting rights and other privileges of the affected Owner in the Neighborhood Society in which that Owner is a Member. Upon receiving such notice, the affected Owner may request, in writing, a hearing before the Board of the Association at which the affected Owner may show cause why the suspended voting rights and other privileges should be restored. If not restored sooner, all voting rights and other privileges of the affected Owner will automatically be restored when the violation for which the rights and other privileges were suspended is cured to the satisfaction of the Board.

Section 42.03: Compliance Assessments. The Association will have the right to levy a Compliance Assessment against any Owner to reimburse the Association and/or

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Developer for those costs and expenses properly chargeable to the Owner under the terms of this Declaration or any of the other Governing Documents.

Section 42.04: Foreclosure of Assessment Lien. The Association will have the right to foreclose on the lien of any Assessment that is delinquent under the terms of this Declaration. Such foreclosure will be in the same manner as the foreclosure of mortgages or other types of liens on real property according to Applicable Law.

Section 42.05: Monetary Damages. The Developer, Association, any Neighborhood Society, or any Owner will have the right to seek money damages for any violation of this Declaration or any of the other Governing Documents if they have suffered a compensable loss under Applicable Law, or if a Court determines that it will not grant injunctive, declaratory or other equitable relief for such violation on the basis that there exists an adequate remedy at law, or that it would be otherwise inadequate to grant such injunctive, declaratory or other equitable relief. Claims for money damages may be pursued in lieu of, or in combination with, remedies for injunctive, declaratory or other equitable relief.

Section 42.06: Injunctive or Declaratory Relief. The Developer, Association, any Neighborhood Society, or any Owner will have the right to seek injunctive, declaratory or other equitable relief for any violation of this Declaration or any of the other Governing Documents if there exists no adequate remedy at law. For purposes of this Declaration, in any action by the Developer or the Association for injunctive relief there will be a conclusive presumption that any actual, anticipated or attempted violation of this Declaration or any of the other Governing Documents cannot be adequately remedied by an action at law or by recovery of monetary damages. No affected Owner may assert that such injunctive, declaratory or other equitable relief should not be granted on the basis that any violation is minor or insignificant, or that it would be an economic waste, impracticable, or create a disparate hardship to abate, remove and/or correct such violation.

Section 42.07: Injunction of Sale or Transfer. The Developer and/or the Association will have the right to enjoin the sale, gift, conveyance or other transfer of any interest in a Lot in which the Owner of the Lot, or the Lot itself, is in violation of this Declaration or any of the other Governing Documents. The injunction will remain effective only until such time as the violation is abated, removed and/or corrected to the reasonable satisfaction of the Developer or the Board of the Association.

Section 42.08: Repurchase Option. The Developer and/or the Association will have a Repurchase Option on any Lot upon which no substantial Work on any Improvements

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has commenced, and in which the Owner of the Lot, or the Lot itself, is in violation of this Declaration or any of the other Governing Documents. If the Developer or the Association exercise the Repurchase Option, the Owner of the Lot will be obligated to convey fee title to the Lot to the Developer or Association on demand, free and clear of all liens and encumbrances (except the encumbrance of this Declaration), upon payment to the Owner of an amount equal to Ninety Percent (90%) of the original purchase price the Owner paid for that Lot.

Section 42.09: Other Remedies. The remedies provided in this Declaration are exclusive.

Section 42.10: Limitation on Remedies. All remedies provided in this Article are subject to the limitations of liability provided in the last Article of this Part Eight. All remedies are further subject, where applicable, to the alternative dispute resolution provisions in the next Article of this Part Eight.

Section 42.11: No Waiver or Election of Remedies. The pursuit of any one or more remedies will not preclude pursuit of any other remedy or remedies provided in this Declaration, separately, concurrently or in any combination. Further, the pursuit of one or more remedies will not constitute an election of remedies excluding the election of other remedies, or any forfeiture or waiver of amounts payable under this Declaration or any of the other Governing Documents by the affected Owner, or of any damages or other sums accruing by reason of the affected Owner's failure to fully and completely comply with this Declaration and the other Governing Documents. No waiver or forbearance by the Developer, Association, any Neighborhood Society, or any Owner, of any right or remedy on one occasion will be construed as a waiver of that right or remedy on any subsequent occasion, or as a waiver of any other right or remedy then or in the future existing.

ARTICLE XXXXIII

ALTERNATIVE DISPUTE RESOLUTION

Section 43.01: Purpose of Article. The Developer has included this Article to encourage the amicable resolution of Claims among the Persons affected by and subject to this Declaration. The alternative dispute resolution provisions in this Article are intended to foster greater harmony throughout the Community by providing a system of settling Claims in a faster, more economical fashion than traditional court proceedings. It is the desire of the Developer that many Claims will be able to be resolved through alternative dispute resolution without the need for the parties to be represented by legal counsel, or to engage in the formal discovery procedures often

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necessary in court proceedings. However, nothing in this Article will prohibit any Person from seeking the assistance of legal counsel if the Person believes that legal representation would be necessary or beneficial in protecting their legal rights.

Section 43.02: Procedures. The procedures described in this Article are intended to provide the general framework for alternative dispute resolution. The Board of Association will have the power to adopt, and from time to time amend, more specific procedures, guidelines or Rules and Regulations regarding alternative dispute resolution, consistent with the provisions of this Article. Further, the Board will have the power to delegate its administrative responsibilities (but not rule making authority) under this Article to any committee, officer, employee or agent selected by the Board for that purpose. Any Person with the right to assert a Claim under this Article will be entitled to receive a complete and current copy of all alternative dispute resolution procedures, guidelines or Rules and Regulations from the Association upon written request.

Section 43.03: Application to Selected Claims. Except as specifically exempted in this Section, all Claims arising out of or relating to the interpretation, application or enforcement of any of the Governing Documents, or the rights, obligations or duties of any Person affected by or subject to this Declaration, must be submitted, heard and decided under the alternative dispute resolution provisions in this Article. However, the following Claims are exempt from the provisions of this Article, and are not required to be submitted to alternative dispute resolution: (i) any Claims to which the Developer is a Claimant or Respondent; (ii) any Claims to which the Association, Board, or any Neighborhood Society or Council are a Claimant or Respondent; (iii) any Claim by the Developer or Association to enforce any provision of this Declaration or any of the other Governing Documents; (iv) any Claim to foreclose on the lien of any Assessment, as provided in this Declaration; (v) any Claims where the primary form of relief sought is a temporary restraining order, preliminary injunction, permanent injunction or any other form of equitable or declaratory relief; (iv) any Claim between Owners, or between Owners and any other Person(s) except the Developer, Association, Board, or any Neighborhood Society or its Council, which constitutes a cause of action independent of any of the Governing Documents; (v) any Claim in which an indispensable party is not subject to the provisions of this Article; or (vi) any Claim which must be instituted through a formal court proceeding as the only means of preserving the applicable statute of limitations on that Claim. If all parties who could otherwise assert an exemption to alternative dispute resolution under the preceding sentence of this Section

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consent in writing, any Claim may be submitted and decided under the alternative dispute resolution procedures provided in this Article.

Section 43.04: Who is Bound by This Article. If any Claim properly determinable under this Article is asserted by any Owner against any other Owner(s) or Occupant(s), then all Owners and/or Occupants who are parties to that Claim will automatically be bound by and subject to the alternative dispute resolution provisions in this Article upon initiation of the Claim in the manner provided in the next Section. The Developer, Association or Board, or any Neighborhood Society or Council, may only be made parties to a Claim through, and will only be subject to, the alternative dispute resolution provisions in this Article with their prior written consent, which consent may be granted or refused in their sole and absolute discretion. Failure of the Developer, Association or Board, or any Neighborhood Society or Council, to affirmatively consent in writing to be made a party to a Claim through alternative dispute resolution within Thirty (30) days after receipt of a Notice of Claim will automatically be deemed to be a refusal, and not a grant, of its consent. If the Developer, Association or Board, or any Neighborhood Society or Council, agrees to participate as a party in an alternative dispute resolution proceeding, then it will be bound by and subject to all terms and conditions provided in this Article to the same extent as all other parties in the proceeding. Nothing in this Article prohibits the Developer, Association or Board, or any Neighborhood Society or Council, from initiating any Claim as the Claimant, and voluntarily submitting the Claim, under the alternative dispute resolution provisions of this Article, either before or during any court proceeding.

Section 43.05: Initiation of Claim. Any Person who is subject to the provisions of this Article must initiate any Claim that is required or permitted to be resolved through alternative dispute resolution by sending a Notice of Claim to the Respondent, and a copy to the Association. The Notice of Claim must be delivered to and received by the Respondent and the Association within whichever of the following time periods is longer: (i) Ninety (90) days after the occurrence of the event which gave rise to the Claim; or (ii) Ninety (90) days after the date on which the Claimant first discovered, or in the exercise of reasonable diligence should have discovered, the occurrence of the event which gave rise to the Claim. Failure of the Claimant to properly initiate a Claim in the manner and within the time limits stated in this Section will constitute a waiver of the Claim, will forever bar that Claimant from asserting that Claim against the Respondent, and will release the Respondent from any and all liability to the Claimant with respect to that Claim.

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Section 43.06: Private Negotiation. Upon receipt of a Notice of Claim, all parties agree to make every reasonable effort to meet in person and attempt in good faith to resolve the Claim through private negotiations. Either the Claimant or any Respondent may, but will not be obligated to, request the Board to appoint a disinterested individual to serve only as a facilitator for the purpose of assisting in resolving the dispute by private negotiations. The private facilitator may charge a reasonable fee to the parties based upon fee guidelines established by the Board. If the Claim is not resolved through private negotiations to the satisfaction of all parties within Thirty (30) days after the Respondent's receipt of the Notice of Claim, the Claimant may in writing request the Board to submit the Claim to mediation under the next Section of this Article. Failure of the Claimant to properly request mediation within Fifteen (15) days after expiration of the applicable negotiation period, or failure of the Claimant to appear for the mediation, will constitute a waiver of the Claim, will forever bar that Claimant from asserting that Claim against the Respondent, and will release the Respondent from any and all liability to the Claimant with respect to that Claim. Negotiation under this Section is a precondition to Mediation under the following Section.

Section 43.07: Mediation. Upon receipt of a written request for mediation, the Board will assign the Claim to the Mediation Panel. The Mediation Panel may charge a reasonable fee to the parties based upon fee guidelines established by the Board. The Mediation Panel will schedule the Claim for mediation at the earliest possible opportunity available on the schedule of the Mediation Panel and reasonably convenient to all parties, but no later than Thirty (30) days after the date of receipt of the request for mediation without the consent of all parties. The parties agree to follow the rules and procedures of the Mediation Panel, and to promptly prepare and present their position on the Claim in a clear and concise manner. The Mediation Panel will within a reasonable time after the mediation prepare and issue to the parties a written recommendation for resolution of the dispute. If any party desires to reject the recommendation of the Mediation Panel, that party must within Fifteen (15) days after receipt of the Mediation Panel's recommendation submit the matter for hearing and decision by arbitration in the manner described in the next Section of this Article. If no party properly submits the matter to arbitration within the required time, then the recommendation of the Mediation Panel will become the final and binding resolution of the Claim, and will be enforceable in the manner provided later in this Article. Mediation under this Section is a precondition to arbitration under the next Section.

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Section 43.08: Arbitration. Any party who desires to reject the recommendation of the Mediation Panel and to submit the resolution of a Claim to arbitration must send a written request for arbitration to all other parties and to the American Arbitration Association within the time required in the preceding Section. The parties will then present their positions on the Claim for hearing and decision in accordance with the Rules of the American Arbitration Association. The arbitration will be heard by a single arbitrator, unless any party requests a panel of arbitrators. The decision of the arbitrator(s) will be final and binding on all parties, and will be enforceable in the manner provided in the next Section of this Article.

Section 43.09: Enforcement of Resolution of Claim. All Persons who are parties to any Claim properly submitted to alternative dispute resolution under this Article agree to be bound by the final resolution, decision or award of the Claim, as reached in the manner described in this Article. If any party to an alternative dispute resolution proceeding under this Article fails to abide by the resolution, decision or award within the time required (or if no time is specified, then within a reasonable time determined by the Board) then the other party may initiate formal court proceedings to obtain judgment on the resolution, decision or award, and to enforce the resolution, decision or award, without the need to again comply with the procedures described in this Article with respect to that Claim.

Section 43.10: Allocation of Costs. Each party to any alternative dispute resolution proceeding under this Article will be responsible for their own costs and expenses incurred in connection with the proceeding, including without limitation any fees of attorneys or other professionals. All costs, expenses or other charges of the Mediation Panel (if any) and any arbitrator or arbitration panel will be paid by the parties in equal shares. However, if: (i) a party properly proceeds to enforce the resolution, decision or award of any Claim under the preceding Section of this Article; or (ii) if the final decision or award of arbitration includes a specific finding (by clear and convincing evidence) that a Claim was frivolous, then the costs and expenses of the prevailing party will be fully recoverable from the non-complying party or the party asserting the frivolous Claim in the same manner, and to the same extent, permitted in court proceedings under the next Article of this Declaration. For purposes of this Declaration, a Claim or conduct of a party will be considered "frivolous" if: (i) it serves merely to harass or maliciously injure another party; (ii) was not warranted under existing law and could not be supported by a good faith argument for an extension, modification or reversal of existing law; (iii) could not be supported by a good faith argument for the

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establishment of new law; or (iv) the allegations or other factual contentions had no evidentiary support.

Section 43.11: Venue for Alternative Dispute Resolution. Any alternative dispute resolution proceeding permitted and properly instituted under this Article must be brought by the Claimant, heard and decided only in Greene County, Ohio. The Developer, Association and Board, all Neighborhood Societies and Councils, and all Owners, Occupants, Users and every other Person claiming under or through any of them, consent to the venue provided in this Section, and will not will not request a different location for conducting any alternative dispute resolution proceedings with respect to any Claims governed by this Article.

ARTICLE XXXXIV
COURT PROCEEDINGS

Section 44.01: When Permitted. Although the Developer has included the alternative dispute resolution provisions in this Declaration, the Developer acknowledges that formal court proceedings are sometimes necessary. It is the desire of the Developer that all Persons affected by this Declaration will only pursue formal court proceedings as a last resort to resolving Claims, but that is not a requirement of this Declaration. Therefore, any Claim that is not required under the terms of this Declaration to be resolved under the alternative dispute resolution provisions in the preceding Article may be instituted and pursued through formal court proceedings in the manner provided by Applicable Law, but subject to the remaining Sections of this Article.

Section 44.02: Consensus of Association for Litigation. Except as provided in this Section, the Association will not commence any court proceedings against any Owner or Occupant without the prior approval of at least Sixty-Seven Percent (67%) of the Voting Members. Further, the Association will not commence any court proceedings against the Developer without the prior approval of at least Seventy-Five Percent (75%) of the Voting Members. A Voting Member who has a direct personal interest in the Claim at issue must abstain from voting on that issue. In that situation, the next most senior officer of the Neighborhood Society represented by the abstaining Voting Member will vote on behalf of that Neighborhood Society as its Voting Member. The requirements in this Section do not apply to the following situations: (i) the imposition or collection of Assessments; (ii) the foreclosure of liens for Assessments; (iii) actions brought by the Association for injunctive relief or declaratory relief; or (iv) counterclaims, cross-claims or third-party claims brought by the Association in any court proceedings instituted against it.

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Section 44.03: Consent to Jurisdiction and Venue. Any court proceedings relating to this Declaration or any of the other Governing Documents may be filed only in the Common Pleas Court of Greene County, Ohio, or in the Federal District Court for the Southern District of Ohio, Western Division at Dayton, if the federal Court has proper subject matter jurisdiction. If any court proceeding is filed in any other Court, the case must promptly be removed to one of the Courts in which it should have originally been filed under this Section. The Developer, Association and Board, all Neighborhood Societies and Councils, and all Owners, Occupants, Users and every other Person claiming under or through any of them, consent to the personal jurisdiction of and venue in those Courts. None of them will contest the personal jurisdiction of those Courts over them or the venue of those Courts with respect to any Claims governed by this Declaration.

Section 44.04: Recovery of Costs and Expenses in Litigation. Unless otherwise specifically prohibited by Applicable Law, in addition to all other damages and/or legal or equitable remedies to which a party may be entitled in a court proceeding under this Article, the prevailing party in that court proceeding will also be entitled to recover from the party or parties against whom the judgment or award is rendered all costs and expenses incurred by the prevailing party as a direct result of the court proceeding. This includes, without limitation: (i) reasonable fees and reimbursable expenses of attorneys, accountants or other professionals who provided services to the prevailing party in connection with the court proceeding; (ii) court reporter fees and expenses; (iii) court costs; and (iv) interest on any monetary judgment or award, computed at the maximum statutory rate for judgments from the date the Claim first arose. If the judgment or award is rendered against more than one party, then the recoverable costs and expenses under this Article will be the joint and several obligation of all of those parties, unless the Court orders a specific allocation of the recoverable costs and expenses. If the Claim is settled prior to the Court rendering final judgment or award, the costs and expenses described in this Section will only be recoverable if, and to the extent, specifically included in the final settlement agreement between the litigating parties.

ARTICLE XXXXV
LIMITATION OF LIABILITY

Section 45.01: Limitation of Liability for Seeking Remedy. No Owner, the Developer or any Related Entity, Association or Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a

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Neighborhood Society, any trustees, officers, members, employees, or agents in their personal capacities, or any of their respective successors or assigns, will be liable to any Person for seeking any remedies pursuant to this Declaration. This includes, without limitation, any liability for: (i) interference with existing or prospective business relationships or opportunities; (ii) interference with existing or prospective contractual relationships or opportunities; (iii) emotional distress; (iv) slander of title; and (v) abuse of process and/or malicious prosecution. However, if a Court determines, by clear and convincing evidence, that pursuit of a remedy or the assertion of a Claim was frivolous conduct (under the standard described in the Article of this Declaration entitled "Alternative Dispute Resolution"), the limitation of liability provided in this Section will not apply.

Section 45.02: Limitation of Liability of Developer. Unless otherwise specifically provided in this Declaration or Applicable Law, neither the Developer, its Related Entities, nor any of its owners, partners, shareholders, directors, officers, employees, agents, representatives or consultants in their personal capacities, nor any of their respective successors or assigns, will be liable to the Association or Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a Neighborhood Society, any trustees, officers, members, employees, or agents in their personal or official capacities, or any of their respective successors or assigns, or any Owner, Occupant, User or any other Person claiming under or through any of them, for any Claim arising out of, in connection with, or as a direct or indirect result of any decision, mistake of fact or judgment, or any other act or omission of the Developer, unless the same is a direct and proximate result of wilful or criminal misconduct on the part of the Developer. The provisions of this Section must be interpreted in their broadest sense, and will include without limitation any Claim of whatever nature or description actually or allegedly due, in whole or in part: (i) in connection with any personal injury to or death of any Persons, or loss, damage or destruction of any real property or tangible or intangible personal property wherever located and however caused; or (ii) under or outside of a theory of contract or tort law; (iii) by reason of any act or omission by or on behalf of the Developer in any capacity that were performed, or delegated for performance, according to the provisions of this Declaration or any of the other Governing Documents; or (iv) in connection with the planning, construction, development, creation, organization, operation, management, Work or other activities of any portion or aspect of the Community.

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Section 45.03: Limitation of Liability of Association and Related Parties. Unless otherwise specifically provided in this Declaration, any of the other Governing Documents, or Applicable Law, neither the Association or Board, any Neighborhood Society or Council, the DRB, any other committee, subcommittee or board of the Association or a Neighborhood Society, any trustees, officers, officers, members, employees, or agents in their personal capacities, or any of their respective successors or assigns, will be liable to any or any Owner, Occupant, User or any other Person claiming under or through any of them, for any Claim arising out of, in connection with, or as a direct or indirect result of any decision, mistake of fact or judgment, or any other act or omission by or through them, unless the same is a direct and proximate result of wilful or criminal misconduct.

PART NINE - TRANSITION OF CONTROL

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

ARTICLE XXXXVI

DEVELOPER'S RESERVATION OF RIGHTS

Section 46.01: Purpose. The Purpose of this Part of the Declaration is to describe the rights, powers and authority that the Developer has specifically retained concerning its development, management, use and ownership of Property during the Development Period. The rights, powers and authority described in this Part are in addition to, and do not serve as a restriction or limitation of, any other rights, powers or authority reserved by or granted to the Developer in any other Part of this Declaration, or in any of the other Governing Documents. By acceptance of a deed to a Lot, each Owner unconditionally acknowledges and agrees that all rights, powers and authority of the Developer described in this Declaration and all of the other Governing Documents are material, reasonable and necessary for proper development of the Community.

Section 46.02: Exclusive Control Over Associations. During the Development Period, the Developer will have the complete and exclusive right and power to control the formation, organization, management, operation, decisions and all other aspects of the Association and all Neighborhood Societies. The rights and powers reserved by the Developer in this Section will be without any limitations, and will continue throughout the entire Development Period without exception. All rights and powers granted to the

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Members, Association and all Neighborhood Societies under this Declaration or any of the Governing Documents will be subject and subordinate to the rights of the Developer during the Development Period.

Section 46.03: Exclusive Control Over Boards and Councils. During the Development Period, the Developer will also have the complete and exclusive right and power to control the formation, organization, management, operation, decisions and all other aspects of the Board of the Association, the Councils of all Neighborhood Societies, the DRB, and all officers, committees, subcommittees, panels, boards, employees, volunteers and agents of the Association and all Neighborhood Societies. The rights and powers reserved by the Developer in this Section will also be without any limitations, and will continue throughout the entire Development Period without exception. All rights and powers granted to the Board, Councils, the DRB, and all officers, committees, subcommittees, panels, boards, employees, volunteers and agents of the Association and all Neighborhood Societies under this Declaration will be subject and subordinate to the rights of the Developer during the Development Period. Without limiting the Developer's rights under this Section, the following are specific requirements which must be followed in order to preserve the Developer's rights and powers:

- A. Appointment of Trustees and Others. The Developer will have the right to appoint, approve, and/or remove any and all of the officers, members of the Board, the Councils, the DRB, and all committees, subcommittees, panels and boards, and all employees, volunteers and agents of the Association and all Neighborhood Societies.
- B. Notice of Meetings. The Developer must receive timely notice of all meetings of the Association, Neighborhood Societies, Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies.
- C. Right to Participate. The Developer, either by itself or through any other Person designated by the Developer, will have the right to attend and participate in all meetings of the Association, Neighborhood Societies, Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies.
- D. Right to Disapprove Actions. The Developer will have the right to approve, disapprove, or modify all actions, decisions, recommendations, Rules and Regulations, policies programs and other activities of the

Association, Neighborhood Societies, Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies. If the Developer does not exercise its right to disapprove or modify such matters by written notice to the acting body within Ten (10) days after the matter is initially decided or implemented, then the Developer will be deemed to have waived this right as to that particular matter.

Section 46.04: Right to Use for Sales Purposes. During the Development Period, the Developer further reserves the right to exercise all rights and powers to conduct any activities relating to the marketing, advertising, sale, lease, identification, description or any other form of promotion concerning any Lot, Neighborhood or the Community. The Developer may exercise this right in conjunction with, or separate and apart from, the Developer's Marketing Easements reserved in Part Two of this Declaration. The Developer may in writing assign to any Builder(s) a concurrent right to exercise any portion of the Developer's sales and marketing rights under this Section, subject to the Builder's compliance with all requirements under the DRS regarding such matters.

Section 46.05: Signs and Marketing. During the Development Period, the Developer will further have the right to display any signs, flags, banners, billboards, and/or other marketing devices the Developer desires upon its Lots and/or within the Common Areas, irrespective of size, color, shape, content or materials used. This right may also be exercised in conjunction with, or separate and apart from, the Developer's Marketing Easements reserved in Part Two of this Declaration. The Developer may, in writing, assign to any Builder(s) a concurrent right to exercise any portion of the Developer's rights under this Section, subject to the Builder's compliance with all requirements under the DRS regarding such matters. The Developer and any authorized Builder will have the right to remove all signs, flags, banners, billboards, and/or other marketing devices whether or not they have become fixtures, and agree to cause such removal within Thirty (30) days after the sale of the Lot or Lots to which they apply.

Section 46.06: Exercise of the Developer's Rights and/or Discretion. To the extent that the Developer is empowered in this Declaration or any of the other Governing Documents to undertake any action, to make any decision or determination, or to exercise any other right, privilege, or power, such action, decision and/or exercise will be at the sole, complete and absolute discretion of the Developer, without the need for any review, approval, consent or authorization by any other Person whatsoever.

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Section 46.07: Reservation of Right to Delegate. The Developer reserves the right to assign or delegate to any other Person the right to exercise all or any portions of the Developer's rights, powers and authority under this Declaration, and any of the other Governing Documents, on such terms and for such periods of time as the Developer may determine. Any such assignment or delegation must be in writing and signed by the Developer, or its authorized agent. No assignment or delegation under this Section will reduce or limit the right of the Developer to exercise that right, power or authority concurrently or independently, or expand the right, power or authority so assigned or delegated beyond the scope properly exercisable by the Developer.

Section 46.08: No Waiver. The failure of the Developer to exercise any right, power or authority granted to or reserved by the Developer under this Declaration, or any of the other Governing Documents, will not constitute a waiver of the Developer's right to exercise that right, power or authority at any time, whether under the same or different circumstances, or under any existing, concurrent or subsequent events.

ARTICLE XXXXVII

DEVELOPMENT PERIOD AND TRANSITION

Section 47.01: Commencement and Termination. The Development Period will commence on the date this Declaration is recorded in the office of the Greene County Recorder. The Development Period will terminate on the earlier of: (i) the date on which the Developer, any Related Entity or any Founding Member no longer owns any portion of the Property, including without limitation any Exempt Property or Voidable Property; or (ii) the date on which the Developer voluntarily relinquishes all of its rights and authority under this Declaration in a written instrument, signed by the Developer and recorded in the office of the Greene County Recorder, which specifically states that the Developer intends to terminate the Development Period; or (iii) the date which is Forty (40) years after the date on which this Declaration is recorded in the office of the Greene County Recorder.

Section 47.02: Transition With Respect To Neighborhood Societies. Upon the formation of any Neighborhood Society, the Developer will appoint all members of that Neighborhood Council. Within Sixty (60) days after conveyance of Twenty-Five Percent (25%) of the total Lots to be included in a particular Neighborhood to Owners other than the Developer or any Builder, the then current Members of that Neighborhood Society may elect One (1) member of the Council for that Neighborhood. Within Sixty (60) days after conveyance of Fifty Percent (50%) of the total Lots within a particular Neighborhood to Owners other than the Developer or any Builder, the then

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

Section 47.03: Transition With Respect to Association. Upon the formation of the Association, the Developer will appoint all members of the Board. After conveyance of Seventy-Five Percent (75%) of the total Lots within a particular Neighborhood to Owners other than the Developer or any Builder, the Voting Member representing that Neighborhood will automatically have the right to participate in all votes pertaining to the election of members of the Board, and all other matters in which a Voting Member is entitled to vote under the Governing Documents. This process will continue throughout the Development Period until the Voting Member of every Neighborhood anticipated in the Community has attained full voting rights in the Association. During this transition period, the Developer will have the exclusive right to exercise the voting rights that would be attributable to anticipated Neighborhoods within the Community, for which the Voting Member has not yet attained voting rights under this Section. Upon the termination of the Development Period, all members of the Board will be elected by the Voting Members of the Association.

Section 47.04: Veto Power During Transition. Nothing in this Article will be construed to limit, restrict or otherwise affect the exclusive rights and powers granted to and reserved by the Developer under the preceding Article of this Part with respect to participation in and control over the Association, Neighborhood Societies, Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies during the Development Period.

Section 47.05: Early Termination of Control. The Developer may voluntarily relinquish and terminate all or any portion of its right to participate in and control the Association, Neighborhood Societies, Board, Councils, DRB, and all other committees, subcommittees, panels and boards of the Association and all Neighborhood Societies before termination of the Development Period. Any such early termination must be evidenced in a written instrument, signed by the Developer and recorded in the office of the Greene County Recorder, which specifically states that portion of control, or the

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nature and scope of those rights, powers and authorities, then being terminated and relinquished by the Developer. A partial termination will not be construed to limit, restrict or otherwise affect the remaining exclusive rights and powers granted to and reserved by the Developer under this Declaration or any of the other Governing Documents which are not specifically terminated and relinquished.

Section 47.06: Developer's Personal Property. The Developer reserves the right to retain all materials, supplies, inventory, equipment and other personal property owned by the Developer that has not been specifically sold, donated or conveyed to the Association in writing.

ARTICLE XXXXVIII
IRREVOCABLE POWER OF ATTORNEY

Section 48.01: Purpose. This Article specifies those circumstances in which the Developer will be authorized to act for and on behalf of any or all of the Owners of Lots in the Community, and to sign, acknowledge, deliver and record certain documents and instruments in their name and on their behalf. The purpose of the irrevocable power of attorney described in this Article is to permit and facilitate full and efficient exercise by the Developer of all rights, powers and authorities reserved by or granted to the Developer under this Declaration, or any of the other Governing Documents.

Section 48.02: Grant of Rights. Each Owner of a Lot in the Community, including without limitation all subsequent Owners of any Lot, irrevocably and unconditionally appoints the Developer as his, her, or its true and lawful Attorney-in-Fact, with full power of substitution, and with full power and authority to prepare, execute, acknowledge, deliver and record, for and in the name of such Owner, any and all documents or instruments directly or indirectly relating to the proper exercise of any rights, powers or authority granted to or reserved by the Developer under this Declaration or any Supplemental Declaration or other Governing Document, including without limitation any of the following: (i) this Declaration, any Supplemental Declarations or any of the other Governing Documents; (ii) all easements, licenses, permits, consents or any other form of grant, conveyance or reservation; (iii) all deeds or other instruments of conveyance relating to the Developer's rights regarding Additional Property, Exempt Property, Voidable Property and the expansion or withdrawal of any Property; (iv) all Plat, Re-Plats or other modifications to any Plat; (v) all other documents or instruments determined by the Developer, in its sole and absolute discretion, to be necessary, reasonable, desirable or beneficial in carrying out or exercising the Developer's rights under, or to further establish or effectuate the

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terms and conditions of, this Declaration or any of the other Governing Documents; and (vi) any amendment, modification, termination or revocation of any of the foregoing. This power of attorney is for the reciprocal benefit of each and every Owner of a Lot in the Community. All rights and powers under this power of attorney will run with the land, are coupled with an interest and are irrevocable.

Section 48.03: Consent. Each Owner, by acceptance of a deed to a Lot, unconditionally and irrevocably consents to the grant of the power of attorney described in this Article, and to the Developer's use and exercise of that power of attorney for the purposes and under the circumstances provided in this Declaration or any of the other Governing Documents.

Section 48.04: Evidence of Power of Attorney. No additional evidence shall be required for the purpose of evidencing the power of attorney set forth in this Article. However, upon the request of the Developer, each Owner agrees to execute, acknowledge and deliver any and all documents or instruments reasonably requested by the Developer to provide additional evidence of the power of attorney, if the Developer determines such additional evidence is required or beneficial.

Section 48.05: Limitation of Rights. The rights of the Developer under the power of attorney granted in this Article, are limited to those uses and purposes, and under those circumstances, specifically provided in this Declaration or any of the other Governing Documents, and for no other purpose. Notwithstanding any provision of this Declaration to the contrary, the Developer will not have the right to assign or delegate any of its right or powers under the power of attorney provided in this Article to any other Person for any reason. Further, the irrevocable power of attorney granted in this Article will remain in full force and effect throughout the Development Period, but will automatically terminate simultaneously with termination of the Development Period.

PART TEN - GENERAL PROVISIONS

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

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ARTICLE II
QUALIFIED MORTGAGEE PROVISIONS

Section 49.01: Qualified Mortgagee Protection. The provisions in this Article are included to encourage lenders and investors to participate in financing of the sale and improvement of Lots in the Community. If any of the provisions in this Article conflict with any other provision in this Declaration, then the provisions of this Article will control with respect to any Qualified Mortgagee.

Section 49.02: Disclosure of Qualified Mortgagee Identity. Within Ten (10) days after closing on the purchase of a Lot, the Owner of the Lot or the Qualified Mortgagee holding a mortgage on that Lot must provide the Association with written notice of the name and address of the Qualified Mortgagee, and the street address of the Lot to which its mortgage relates. Additionally, the Owner or the Qualified Mortgagee must provide the Association with written notice of any changes to the name and address of the Qualified Mortgagee within Ten (10) days of the change. The requirements of this Section must be satisfied in order for any of the remaining Sections of this Article to apply or be enforceable by any Owner or Qualified Mortgagee.

Section 49.03: Subordination of Association Liens. The lien of the Assessments provided for in this Declaration is subordinate to the lien of any first mortgage of a Qualified Mortgagee now or in the future recorded upon any Lot. The sale or transfer of any Lot will not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial foreclosure of a first mortgage, or according to any remedies provided for in the mortgage, will terminate the lien of those Assessments that became due prior to confirmation of the foreclosure sale. No sale or transfer by foreclosure will relieve any Lot from liability for Assessments due after the date of confirmation of the foreclosure sale. Any Qualified Mortgagee who obtains title to a Lot according to the remedies provided in its mortgage or foreclosure of its mortgage, or any purchaser at the foreclosure sale of a first mortgage, will not be liable for unpaid Assessments or charges which accrued prior to the acquisition of title to the Lot by the Qualified Mortgagee or foreclosure purchaser, except for claims for a proportional share of Assessments or charges resulting from a reallocation of Assessments or charges to all Lots, including the mortgaged Lot.

Section 49.04: Waiver of Repurchase Option on Foreclosure. If a Qualified Mortgagee forecloses on a Lot through judicial proceedings, the Developer waives its rights under this Declaration with respect to its Repurchase Option on that Lot.

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Section 49.05: Waiver of Right to Enjoin Sale on Foreclosure. If a Qualified Mortgagee forecloses on a Lot through judicial proceedings, the Developer further waives its rights under this Declaration to enjoin the sale of that Lot.

Section 49.06: Notice of Certain Actions. The Association will provide Qualified Mortgagees with timely written notice of: (i) any condemnation loss or any casualty loss which affects a material portion of the applicable Lot; (ii) any condemnation loss or any casualty loss which affects a material portion of the Common Area; (iii) any delinquency in the payment of Assessments or charges attributable to the applicable Lot, where such delinquency has continued for a period of more than Sixty (60) days; (iv) any other violation of the Governing Documents relating to the applicable Lot or the Owner or Occupant of that Lot, where such violation has continued for a period of more than Sixty (60) days; (v) any lapse, cancellation or material modification of any insurance policy maintained by the Association; and (vi) any proposed action that requires the consent of the Qualified Mortgagee under the terms of this Article.

Section 49.07: Actions Requiring Qualified Mortgagee Approval. The occurrence of any of the following events or circumstances will require written notice to, and consent of, Qualified Mortgagees, to the extent provided in this Section and to the extent possible under Ohio Law.

- A. **Restoration or Repair.** Any restoration or repair of a material portion of the Common Area after a partial condemnation or damage due to an insurable hazard must be substantially in accordance with this Declaration and the original plans and specifications, unless the Association obtains the prior approval of the Qualified Mortgagees of first mortgages on Lots to which at least Fifty-One Percent (51%) of the votes of Lots subject to mortgages held by such Qualified Mortgagees are allocated.
- B. **Termination of Association.** Any election to terminate the Association after substantial destruction or a substantial taking in condemnation of the Common Area will require the approval of Voting Members representing Sixty-Seven Percent (67%) of the total Association vote, and the approval of the Qualified Mortgagees of first mortgages on Lots to which at least Fifty-One Percent (51%) of the votes of Lots subject to mortgages held by such Qualified Mortgagees are allocated.
- C. **Other Termination.** Any election to terminate the Association under any other circumstances will require the approval of Voting Members representing at least Sixty-Seven Percent (67%) of the total Association

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

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

Section 49.08: Additional Approvals Required by Mortgage Regulation. So long as the Federal Home Loan Mortgage Corporation may require, the following provisions apply in addition to, and not in place of, the provisions in the preceding Section of this Article. Unless at least Sixty-Seven Percent (67%) of the Qualified Mortgagees or Voting Members representing at least Sixty-Seven Percent (67%) of the total Association vote to approve, the Association will not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Area which the Association directly or indirectly owns (the granting of

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easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection); (ii) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner of a Lot (a decision, including contract, by the Board or provisions of any Supplemental Declaration regarding Assessments for Neighborhoods or other similar areas are not subject to this provision where such decision or Supplemental Declaration is otherwise authorized by this Declaration); (iii) by act or omission change, waive or abandon any overall scheme, regulations or enforcement pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (the issuance and amendment of the DRS, or use restrictions will not constitute a change, waiver or abandonment within the meaning of this provision); (iv) fail to maintain insurance, as required by this Declaration; or (v) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such Common Area.

Section 49.09: FHA/VA Approval Requirements. During the Development Period, the following actions will require notice to and prior approval of the Federal Housing Administration or the Veterans Administration, if either agency is insuring or guaranteeing the mortgage of a Qualified Mortgagee on any Lot: (i) annexation of real property not originally subject to this Declaration; (ii) dedication of Common Area not contemplated on the Master Concept Plan; (iii) mortgaging of any Common Area; or (iv) material amendment to this Declaration.

Section 49.10: Common Area Taxes and Insurance. All real estate taxes, assessments and liens that may gain priority to the first mortgage of a Qualified Mortgagee under Applicable Law will only relate to individual Lots, and not to the Common Areas. No provision of the Governing Documents will be interpreted to give any Owner or any other Person priority over any rights of a Qualified Mortgagee in the case of distribution to the Owner of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the Common Area or the Owner's Lot. All applicable fire and casualty insurance policies will, if specifically requested, contain loss payable clauses acceptable to each Qualified Mortgagee, naming the Qualified Mortgagees as additional insureds, as their interests appear.

Section 49.11: Reserve Funds. The Assessments provided for in the Governing Documents include an adequate Reserve for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis. The

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portion of the Assessments for the Reserve are payable in regular installments rather than by Special Assessments.

Section 49.12: Limitations on Professional Management Contracts. Any agreement with the Association for professional management of the Community , or any contract providing for services of the Developer on behalf of the Association, may not exceed One (1) year, renewable by agreement of the parties for a successive One (1) year period. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on Thirty (30) days written notice.

Section 49.13: Encroachments. If any Improvements on any portion of the Common Area encroach upon any Lot, or any Improvements on any Lot encroach upon any Common Area, a valid easement for the encroachment and for the maintenance of the Improvement shall exist to the extent permitted in Part Two of this Declaration.

Section 49.14: Failure of Qualified Mortgagee to Respond. Any Qualified Mortgagee who receives a written request from the Association or the Developer to respond or consent to any action will be deemed to have approved the requested action if the Association or Developer do not receive a written response from the Qualified Mortgagee within Thirty (30) days of the date of the request. Proof of delivery of the request to the Qualified Mortgagee will be adequately evidenced by certified or registered mail, return receipt requested, or by receipt of any express delivery service.

Section 49.15: Conforming Amendments by Board. If the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or any successor or replacement entity, subsequently amend or terminate any of the respective requirements relating to the provisions of this Article, the Developer or the Board of the Association may amend this Article to reflect the same, without notice to or approval of any Owner or Qualified Mortgagee.

ARTICLE L

DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND GUARANTEES

Section 50.01: No Security. The Developer or the Association may, but are not obligated to, designate, recommend, or require through the DRS certain Improvements intended to enhance the safety or security of Owners, Occupants and Improvements on individual Lots. Further, the Developer or the Association may, but are not obligated to, maintain certain activities or services designed to make the Community as a whole safer than it might otherwise be. However, the Developer, Association, Board and DRB shall not in any way be considered insurers or guarantors of any safety or security within the Community or on individual Lots, and shall not be held liable for any loss or

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damage for either the failure to provide adequate safety or security, or the ineffectiveness of any safety or security measures provided, recommended or required. All Owners, Occupants and Users acknowledge that the Developer, Association, Board and DRB do not represent or warrant that any fire protection system, burglar alarm system, or other safety or security system recommended or required by any of them, or installed according to, the DRS, may not be compromised or circumvented, or that the system will in all cases provide the detection or protection for which the system is designed or intended, or that it will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise. Every Owner, Occupant and User acknowledges and agrees that they have full knowledge and understanding of the risks referred to in this Section, and unconditionally assume all risks for personal injury to or death of any Person, or loss, damage or destruction of any Improvements or personal property, without any liability whatsoever of the Developer, Association, Board, DRB, or any other Person associated or affiliated with any of them.

Section 50.02: No Representations or Warranties Concerning Community. Every Owner acknowledges and agrees that he or she will have a full and fair opportunity to review and investigate the Governing Documents, all aspects of the Lot they are purchasing, and all other aspects of the Community before making any investment in a Lot in the Community. Every Owner further acknowledges and agrees that neither the Developer, Association, Board, DRB, or any Persons associated or affiliated with any of them, have made any, and they specifically disclaim all, written, oral, express or implied representations, warranties or guarantees directly or indirectly relating to any aspect of: (i) the usefulness, practicality, habitability, functioning, fitness, condition or existence of any Improvement or other feature included, or to be included, in the Community; (ii) whether or not any or all portions of the Property, or features of the Community, described on the Master Concept Plan will eventually be completed and included as part of the Community; (iii) whether the provisions or implementation of any of the Governing Documents, or any other aspect of the Common Areas or Community, as anticipated in this Declaration and the Master Concept Plan or as actually provided, will preserve, protect or enhance the value of any Lot, Improvement, the Community as a whole, or other investment of any Owner in a Lot or Improvement; or (iv) any other fact, circumstance or aspect of any Lot, Improvement, Common Area or the Community as a whole. Every Owner unconditionally releases the Developer, Association, Board, DRB, and all Persons associated or affiliated with any of them for

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any form of liability for any actual, alleged, consequential or incidental loss or damage directly or indirectly relating to or caused by any matter referred to in this Section.

Section 50.03: No Guarantees Regarding Improvements. Every Owner understands and agrees that all guarantees relating to any Improvements on their Lot are strictly a matter of contract between the Owner and the Owner' architect, designer, Builder or other Person constructing or providing those Improvements. The Developer, Association, Board, DRB, and all Persons associated or affiliated with any of them have not made any, and specifically disclaim all, written, oral, express or implied guarantees, representations or warranties directly or indirectly relating to any aspect of: (i) the design, structural integrity, soundness, practicality, habitability, functioning, operation, or utility of any Improvement; or (ii) compliance of any Improvement with any building or fire codes, or other Applicable Law; (iii) any warranty of merchantability or fitness for any particular purpose of any Improvement; or (iv) any other fact, circumstance or matter pertaining to any Improvement on any Lot, whether or not the Improvement was approved by the DRB pursuant to the procedures described in this Declaration. Every Owner unconditionally releases the Developer, Association, Board, DRB, and all Persons associated or affiliated with any of them for any form of liability for any actual, alleged, consequential or incidental loss or damage directly or indirectly relating to or caused by any matter referred to in this Section.

ARTICLE LI

ADDITIONAL TERMS AND CONDITIONS

Section 51.01: Use of Community or Neighborhood Names. No Person will have the right to use the name "Stonehill Village," any derivatives of that name, or the name or derivatives of the name of any Neighborhood within the Community, in any part of the name of any building or Improvement, or any business or enterprises, or in any printed or promotional material, without the Developer's prior written consent. However, Owners may use these names in printed or promotional materials for the sole purpose of specifying that particular Lot or Improvement is located within this Community or a particular Neighborhood. The Association is entitled to use the name "Stonehill Village" within its name, and any Neighborhood Society is entitled to use the name of that Neighborhood within its name.

Section 51.02: Notice of Transfer. If any Owner desires to transfer title to his or her Lot, the Owner must give the Board of the Association written notice of the name and address of the transferee, the date of transfer of title, and such other information as the Board may reasonably require. This notice must be received by the Board at least

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

Section 51.03: Notices. Unless a particular form of delivery is specified in any provision of the Governing Documents, any notice required or permitted to be given to any Person under this Declaration or the other Governing Documents may be sent by ordinary postage prepaid mail, certified or registered mail, express delivery, hand delivery, telecopier, electronic transmission, or any other form of communication that results in conveyance of the information in a form then generally recognized as reliable. The party sending the notice will have the burden of proof that the notice was actually sent and received. Any notice to an Owner or Qualified Mortgagee must be addressed to the Owner's or Qualified Mortgagee's address as it then appears on the records of the Association.

Section 51.04: Condemnation. If all or any portion of a Lot becomes the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement will be the property of the Owner and any Qualified Mortgagee with an interest in the Lot, to the extent of their respective interests. Each Owner will be responsible for giving their Qualified Mortgagee timely written notice of the proceeding or proposed acquisition. If all or any portion of the Common Area becomes the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association to be held or used for the common benefit of the appropriate Members in the manner determined by the Board.

Section 51.05: Binding Effect. All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges in this Declaration, and in all other Governing Documents, are binding upon all Persons who now own or in the future acquire any rights, title or interest in any Lot, Common Area or other portion of the Property, and their respective heirs, beneficiaries, administrators, executors, guardians, conservators, custodians, attorneys-in-fact, legal representatives, successors and assigns.

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Section 51.06: Constructive Notice and Acceptance. Every Person who now or in the future owns or acquires any rights, title or interest in any Lot, Common Area or other portion of the Property will be conclusively deemed to have notice of this Declaration by virtue of its recording in the office of the Greene County Recorder. All Owners agree to notify any purchaser of an interest in the Owner's Lot of the existence of this Declaration and the other Governing Documents, and the fact that these documents will be binding upon them to the same extent as if they were the original Owner of the Lot. By acceptance of a deed, mortgage or other instrument conveying any right, title or interest in any Lot, Common Area or other portion of the Property, the Person holding such interest will also be deemed to have consented and agreed to every term, covenant, condition, restriction, reservation, obligation, right, benefit and privilege in this Declaration as being reasonable, necessary and fully enforceable, whether or not the instrument by which the Person acquired the interest specifically referred to this Declaration, and whether or not the prior Owner in fact provided the notice required in this Section.

Section 51.07: Covenants Running With Land. All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this Declaration are deemed to be covenants running with the land, and shall continue to be binding upon the land to the same extent as if this Declaration were fully rewritten in each instrument of conveyance.

Section 51.08: Mutuality. All terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this Declaration are for the direct, mutual and reciprocal benefit of the Developer, every Owner, the Association, all Neighborhood Societies, and their respective successors and assigns. This instrument creates a mutual equitable servitude upon all portions of the Property in favor of all other portions of the Property, and reciprocal rights and obligations, and privity of contract and estate, between the respective Owners of any Lot or other portion of the Property, to the extent, and for the uses and purposes, provided in this Declaration.

Section 51.09: No Reverter. No term, covenant, condition, restriction, reservation, obligation, right, benefit or privilege provided in this Declaration is intended to create, or will be construed as creating, a condition subsequent or a possibility of reverter.

Section 51.10: Duration. This Declaration will remain in full force and effect for a period of Forty (40) years from the date this Declaration is recorded in the office of the Greene County Recorder. After this initial term, the effective period of this Declaration will be automatically extended for successive periods of Ten (10) years each, unless

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an instrument meeting the requirements for an amendment to this Declaration is properly signed, witnessed, acknowledged and recorded within One (1) year prior to the termination of the initial Forty (40) year term, or within One (1) year prior to the termination of any successive Ten (10) year extension period.

Section 51.11: Time Limits (Perpetuities). If a court of proper jurisdiction determines that any of the terms, covenants, conditions, restrictions, reservations, obligations, rights, benefits or privileges provided in this Declaration are unlawful or void for violation of: (i) the rule against perpetuities; or (ii) any rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-One (21) years after the death of the last person who was then living on the date of death of the person who is President of the United States on the date this Declaration is recorded.

Section 51.12: Computation of Time. For purposes of computing any time requirements under this Declaration, the term "days" means all calendar days, including Saturdays, Sundays and legal holidays, unless specific reference is made to "Business Days." Where reference is made to a time requirement, the first whole or partial day of the applicable time period will be excluded and the last day of the applicable time period will included.

Section 51.13: Headings. The headings of each Part, Article, Section and Paragraph in this Declaration are for convenience of reference only, and must not be considered in resolving questions of interpretation or construction of this Declaration, or deemed in any way to define, describe, interpret, construe, limit or expand the scope or intent of the language to which they refer.

Section 51.14: References. Unless otherwise specified, all references to a particular Part, Article, Section or Paragraph refer to the Parts, Articles, Sections or Paragraphs of this Declaration.

Section 51.15: Inclusive Terms. Whenever the context of this Declaration requires for a logical and reasonable interpretation, the singular of a word includes the plural, and the masculine form includes the feminine or neuter, and vice versa.

Section 51.16: Incorporation of Exhibits. All attached exhibits are incorporated by reference into, and made a material part, of this Declaration.

Section 51.17: Partial Invalidity. If a court of proper jurisdiction determines that any provision of this Declaration, or its application to any Person, is to any extent void or invalid, then the remainder of this Declaration will not be affected, and each remaining provision will be valid and enforced to the fullest extent permitted by Applicable Law.

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Section 51.18: Conflict With Supplemental Declarations or Amendments. If a conflict arises between any provisions in this Declaration, or between any provisions in this Declaration and any provisions in any later amendment, Supplemental Declaration, or other Governing Document, the more restrictive covenant, condition, restriction or obligation will control.

Section 51.19: Amendment. During the Development Period, only the Developer may amend this Declaration or any Supplemental Declaration. Any amendment by the Developer will not require any notice to, or consent, approval or signature of, the Association, Board, any Neighborhood Society or Council, any Owner, Qualified Mortgagee, or any other Person. After the Development Period, only the Association may amend this Declaration or any Supplemental Declaration by the affirmative vote of not less than Seventy-Five Percent (75%) of all Members of the Association. However, at no time may any provision of this Declaration or any of the Governing Documents be amended in any respect which affects the rights or obligations of the Founding Members without the prior written consent of all of the then living Founding Members.

Section 51.20: Governing Law. This Declaration, and all of the other Governing Documents, will be governed by and construed and enforced in accordance with the laws of the State of Ohio, and other Applicable Laws of any appropriate Government Entity.

IN WITNESS WHEREOF, the Developer, as owner of the Property, has executed this Declaration effective as of the 4th day of March, 1999.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

DEVELOPER:
NUTTER ENTERPRISES, LTD.,
An Ohio Limited Liability Company

Laura S. Payne
Thomas M. O'Brien

BY: Kenneth E. Nutter
Kenneth E. Nutter, Member

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OWNERS OF TRACT 2:

Laura S. Pezzot
Thomas M. O'Connell

Kenneth E. Nutter
Kenneth E. Nutter

Laura S. Pezzot
Yamika O'Connell

Melinda R. Nutter
Melinda R. Nutter

OWNERS OF TRACT 3:

Laura S. Pezzot
Thomas M. O'Connell

Robert W. Nutter
Robert W. Nutter

Laura S. Pezzot
Thomas M. O'Connell

Mary C. Nutter
Mary C. Nutter

STATE OF OHIO)
)
COUNTY OF GREENE) SS:

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Ervin J. Nutter, Trustee.



Thomas M. O'Diam
Notary Public

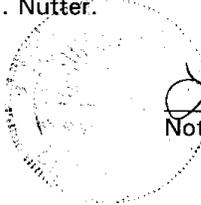
THOMAS M. O'DIAM, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

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STATE OF OHIO)
)
) SS:
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Kenneth E. Nutter.

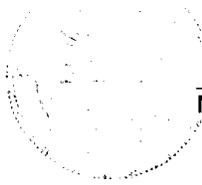


Laura S Pezzot
Notary Public

LAURA S. PEZZOT, Notary Public
In and for the State of Ohio
My Commission Expires Jan 30, 2000

STATE OF OHIO)
)
) SS:
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me on the 3rd day of March, 1999, by Melinda R. Nutter.

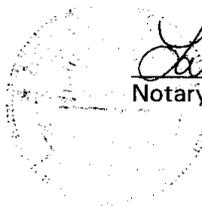


Laura S Pezzot
Notary Public

LAURA S. PEZZOT, Notary Public
In and for the State of Ohio
My Commission Expires Jan 30, 2000

STATE OF OHIO)
)
) SS:
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Robert W. Nutter.



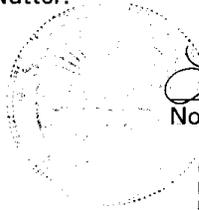
Laura S Pezzot
Notary Public

LAURA S. PEZZOT, Notary Public
In and for the State of Ohio
My Commission Expires Jan 30, 2000

RECORDABLE

STATE OF OHIO)
) SS:
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Mary C. Nutter.



Laura S. Pezzoli
Notary Public

LAURA S. PEZZOLI, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 30, 2000

This Instrument Prepared By:

Thomas M. O'Diam
O'Diam, McNamee & Hill Co., L.P.A.
2371 Lakeview Drive
Beavercreek, Ohio 45431
937/427-1367 - Phone
937/427-1369 - Fax

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

FOR

STONEHILL VILLAGE

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Description of 1,252.446 Acre Tract
To Accompany Application
for
PLANNED UNIT DEVELOPMENT (PUD) RE-ZONING
by
SEABOARD REALTY CO.

March 1, 1993

Located in Sections 1, 2, 7, 8, 9, 13 & 14, Town 3, Range 7, and in Virginia Military Survey No. 577, Beaver Creek Township, Greene County, State of Ohio and being a tract of land described as follows:

Beginning in the centerline of Trebein Road at the corner common to said Sections 8, 9, 14 and Section 15, Town 3, Range 7, said point of beginning being also the southeast corner of Beaver Hills Estates, Section One as recorded in Plat Book 16, Pages 72-74 and the northeast corner of land conveyed to Beryl S. Ankeney, et al. by deed recorded in Volume 460, Page 50;

thence with the centerline of Trebein Road, North five degrees nineteen minutes four seconds ($05^{\circ}19'04''$) East for a distance of one thousand three hundred thirty-six and $51/100$ (1,336.51) feet to a railroad spike found at the southwest corner of land conveyed to Christopher J. & Debra Hughes by deed recorded in O.R. Volume 341, Page 504;

thence with the south line of said Hughes land and its eastwardly extension, said extension being the south lines of land conveyed to Thomas L. & N. C. Knickerbocker by deed recorded in O.R. Volume 516, Page 580 and of land conveyed to Francis E. James, Jr. by deed recorded in O.R. Volume 336, Page 949, South eighty-four degrees forty-one minutes eight seconds ($84^{\circ}41'08''$) East for a distance of two thousand six hundred fifty-six and $02/100$ (2,656.02) feet to an iron pin found at the southeast corner of said James land and the northwest corner of land conveyed to Robert L. & B.W. Hutchison by deed recorded in O.R. Volume 153, Page 204;

thence with the west line of said Hutchison land, South four degrees fifty-nine minutes thirty-two seconds ($04^{\circ}59'32''$) West for a distance of one thousand three hundred thirty-seven and $56/100$ (1,337.56) feet to a post found at the southwest corner of said Hutchison land in the south line of said Section 9 and in the north line of said Section 8;

thence with the south line of said Hutchison land, the south line of said Section 9 and the north line of said Section 8, South eighty-four degrees thirty-nine minutes forty-nine seconds ($84^{\circ}39'49''$) East for a distance of two hundred fourteen and $97/100$ (214.97)

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feet to an iron pin found at the northwest corner of land conveyed to Audrey Ling, et al. by deed recorded in Volume 554, Page 466;

thence with the west line of said Ling, et al. land, South five degrees thirty-three minutes four seconds ($05^{\circ}33'04''$) West for a distance of two thousand eight hundred twenty-seven and $54/100$ (2,827.54) feet to a stone found at the southwest corner of said Ling, et al. land;

thence with the south line of said Ling, et al. land, South eighty-four degrees thirty-five minutes six seconds ($84^{\circ}35'06''$) East for a distance of two thousand four hundred sixty-three and $63/100$ (2,463.63) feet to an iron pin found at the southeast corner of said Ling, et al. land and in the centerline of Hilltop Road, the east said Section 8 and the west line of said Section 2;

thence with the east line of said Ling, et al. land, the centerline of Hilltop Road, the east line of said Section 8 and the west line of said Section 2, North five degrees thirteen minutes forty-eight seconds ($05^{\circ}13'48''$) East for a distance of nine hundred eighteen and $93/100$ (918.93) feet to a PK nail found at the southwest corner of land conveyed to Rayburn G. & Judith A. Stump by deed recorded in O.R. Volume 479, Page 520;

thence with the southeast line of said Stump land and its northeastwardly extension, said extension being the southeast line of land conveyed to John R. & Lotus G. Harner by deed recorded in Volume 338, Page 215, North thirty-seven degrees forty-five minutes eleven seconds ($37^{\circ}45'11''$) East for a distance of six hundred eighty-seven and $75/100$ (687.75) feet to the southwest line of Riverain Acres as recorded in Plat Book 10, Pages 95-96;

thence with the southwest line of said Riverain Acres, South fifty-one degrees thirty-two minutes seventeen seconds ($51^{\circ}32'17''$) East for a distance of two hundred fifty-four and $50/100$ (254.50) feet to an iron pin found at the southeast corner of said Riverain Acres;

thence with the southeast line of said Riverain Acres for the following three (3) courses, North forty-seven degrees fifty-nine minutes fifty-two seconds ($47^{\circ}59'52''$) East for a distance of one thousand one and $52/100$ (1,001.52) feet;

thence North forty-four degrees twenty minutes no seconds ($44^{\circ}20'00''$) West for a distance of one hundred forty-three and $21/100$ (143.21) feet;

thence North forty-five degrees forty minutes no seconds ($45^{\circ}40'00''$) East for a distance of ninety-five and $00/100$ (95.00) feet to an iron pin found at the northeast corner of said Riverain Acres and in the west right-of-way line of Fairground Road;

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thence with the west right-of-way line of Fairground Road for the following two (2) courses, South thirty-eight degrees forty-four minutes fifty-three seconds ($38^{\circ}44'53''$) East for a distance of four hundred twenty-one and $82/100$ (421.82) feet;

thence North sixty degrees thirteen minutes forty-one seconds ($60^{\circ}13'41''$) East for a distance of forty-five and $00/100$ (45.00) feet to the centerline of Fairground Road;

thence with the centerline of Fairground Road for the following two (2) courses, South twenty-nine degrees fifty-four minutes fifty seconds ($29^{\circ}54'50''$) East for a distance of three hundred eighty and $84/100$ (380.84) feet;

thence South thirty degrees forty-one minutes thirty-eight seconds ($30^{\circ}41'38''$) East for a distance of one hundred twenty-nine and $21/100$ (129.21) feet to the north bank of the Little Miami River;

thence with the north bank of the Little Miami River, South fifty-two degrees nine minutes twenty-eight seconds ($52^{\circ}09'28''$) West for a distance of fifty-five and $43/100$ (55.43) feet to the westerly right-of-way line of Fairground Road;

thence still with the north bank of the Little Miami River for the following twelve (12) courses, South fifty-three degrees twenty-eight minutes forty-one seconds ($53^{\circ}28'41''$) West for a distance of three hundred thirty-nine and $10/100$ (339.10) feet;

thence South twenty-four degrees thirty-one minutes sixteen seconds ($24^{\circ}31'16''$) West for a distance of one hundred thirty-four and $84/100$ (134.84) feet;

thence South thirty degrees fifty-eight minutes fifty-six seconds ($30^{\circ}58'56''$) West for a distance of one hundred fifty-six and $66/100$ (156.66) feet;

thence South forty-eight degrees forty-seven minutes fifty-five seconds ($48^{\circ}47'55''$) West for a distance of one hundred eighty-one and $75/100$ (181.75) feet;

thence South forty degrees forty minutes twenty-three seconds ($40^{\circ}40'23''$) West for a distance of three hundred eighty-three and $10/100$ (383.10) feet;

thence South sixteen degrees two minutes twenty-eight seconds ($16^{\circ}02'28''$) West for a distance of one hundred seventy-nine and $16/100$ (179.16) feet;

thence South fourteen degrees two minutes fourteen seconds ($14^{\circ}02'14''$) East for a distance of one hundred fifteen and $37/100$ (115.37) feet;

thence South forty-six degrees forty-nine minutes thirty-eight seconds ($46^{\circ}49'38''$) East for a distance of two hundred thirty-nine and $03/100$ (239.03) feet;

RECORDABLE

thence South twenty-six degrees fifty-six minutes twenty-eight seconds (26°56'28") West for a distance of one hundred forty-seven and 27/100 (147.27) feet;

thence South fifty-five degrees forty-nine minutes twenty-nine seconds (55°49'29") West for a distance of two hundred ten and 74/100 (210.74) feet;

thence South thirty-eight degrees fifteen minutes five seconds (38°15'05") West for a distance of three hundred seventy-seven and 14/100 (377.14) feet;

thence South twenty-two degrees forty-six minutes seven seconds (22°46'07") West for a distance of four hundred ninety-four and 28/100 (494.28) feet to the west line of land conveyed to P.R. Halder by deed recorded in Volume 502, Page 228;

thence with the west line of said Halder land for the following two (2) courses, South fifty-seven degrees twenty-four minutes thirty-eight seconds (57°24'38") West for a distance of three hundred fifty-four and 75/100 (354.75) feet to a wood post found;

thence South thirty-five degrees fifteen minutes twenty seconds (35°15'20") West for a distance of six hundred two and 85/100 (602.85) feet to the north bank of the Little Miami River;

thence with the north bank of the Little Miami River for the following six (6) courses, South eighteen degrees forty-one minutes fifty-one seconds (18°41'51") West for a distance of one hundred thirty-nine and 02/100 (139.02) feet;

thence South one degrees forty-seven minutes twenty-three seconds (01°47'23") West for a distance of three hundred sixty-one and 53/100 (361.53) feet;

thence South fifteen degrees thirty-three minutes no seconds (15°33'00") East for a distance of one hundred forty-two and 07/100 (142.07) feet;

thence South twenty-five degrees forty minutes fifteen seconds (25°40'15") East for a distance of one hundred twenty-four and 29/100 (124.29) feet;

thence South three degrees sixteen minutes five seconds (03°16'05") East for a distance of forty-nine and 71/100 (49.71) feet;

thence South forty-five degrees thirty-six minutes twenty-nine seconds (45°36'29") West for a distance of seventy-two and 13/100 (72.13) feet to the south line of said Section 2 and the north line of said Section One;

RECORDED

thence still with the north bank of the Little Miami River for the following two (2) courses, South seventy-six degrees twenty-eight minutes twenty-nine seconds (76°28'29") West for a distance of seventy-nine and 29/100 (79.29) feet;

thence North seventy-three degrees sixteen minutes thirty-one seconds (73°16'31") West for a distance of one hundred twenty-two and 05/100 (122.05) feet to the southwest corner of said Section 2 and the southeast corner of said Section 8;

thence still with the north bank of the Little Miami River for the following two (2) courses, North seventy-three degrees sixteen minutes thirty-one seconds (73°16'31") West for a distance of two hundred fifty-three and 24/100 (253.24) feet;

thence South fifty-six degrees four minutes fifty-one seconds (56°04'51") West for a distance of eighty-two and 92/100 (82.92) feet to the south line of said Section 8 and the north line of said Section 7;

thence still with the north bank of the Little Miami River for the following thirteen (13) courses, South twenty-four degrees four minutes fifty-eight seconds (24°04'58") West for a distance of one hundred five and 82/100 (105.82) feet;

thence South ten degrees fifty-two minutes thirty-seven seconds (10°52'37") West for a distance of three hundred thirty-two and 10/100 (332.10) feet;

thence South twenty-two degrees forty-seven minutes forty-one seconds (22°47'41") West for a distance of three hundred three and 26/100 (303.26) feet;

thence South thirty-four degrees eight minutes forty-three seconds (34°08'43") West for a distance of two hundred eighty-one and 50/100 (281.50) feet;

thence South thirty-one degrees twenty-three minutes fifty seconds (31°23'50") West for a distance of one hundred eighty-two and 75/100 (182.75) feet;

thence South fifty-one degrees twenty-seven minutes six seconds (51°27'06") West for a distance of three hundred eighteen and 59/100 (318.59) feet;

thence South forty-nine degrees eighteen minutes six seconds (49°18'06") West for a distance of four hundred ninety-seven and 25/100 (497.25) feet;

thence South thirty-eight degrees forty-nine minutes thirty-nine seconds (38°49'39") West for a distance of two hundred thirteen and 24/100 (213.24) feet;

thence South twenty-two degrees thirty-one minutes eight seconds (22°31'08") West for a distance of one hundred seventy-nine and 83/100 (179.83) feet;

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RECORDABLE

thence South one degrees thirty-one minutes thirty-nine seconds (01°31'39") West for a distance of one hundred fifty-two and 00/100 (152.00) feet;

thence South twenty-nine degrees twenty-eight minutes twenty-six seconds (29°28'26") West for a distance of one hundred seven and 04/100 (107.04) feet;

thence South fifty-eight degrees twenty-nine minutes fifty-four seconds (58°29'54") West for a distance of one hundred forty-seven and 32/100 (147.32) feet;

thence South sixty-five degrees thirty-eight minutes no seconds (65°38'00") West for a distance of seven hundred eighty and 55/100 (780.55) feet;

thence crossing to the center of the Little Miami River, South forty-nine degrees four minutes fifteen seconds (49°04'15") West for a distance of four hundred twenty-three and 85/100 (423.85) feet to the north line of land conveyed to Herman J. & E.E. Volkenand by deed recorded in Volume 212, Page 202;

thence with the north line of said Volkenand land and crossing the Little Miami River, South seventy-four degrees thirty minutes seventeen seconds (74°30'17") West for a distance of four hundred seventy-eight and 75/100 (478.75) feet to the northwest corner of said Volkenand land and the northeast corner of land conveyed to Dayton Power & Light Co. by deed recorded in Volume 145, Page 79;

thence with the north line of said Dayton Power & Light Co., South seventy-seven degrees thirty-nine minutes twenty-nine seconds (77°39'29") West for a distance of one hundred twenty-six and 64/100 (126.64) feet to the north line of land conveyed to Board of Trustees of Beaver Creek Township by deed recorded in O.R. Volume 541, Page 690;

thence with the north line of said Board of Trustees of Beaver Creek Township land, North eighty degrees thirty-three minutes twenty-one seconds (80°33'21") West for a distance of two hundred five and 85/100 (205.85) feet to the south east corner of land conveyed to Ruth A. Copeland by deed recorded in O.R. Volume 258, Page 294;

thence with the east line of said Copeland land for the following two (2) courses, North forty-one degrees fifty-six minutes thirty-nine seconds (41°56'39") East for a distance of two hundred sixty-three and 50/100 (263.50) feet;

thence North twenty-seven degrees three minutes twenty-one seconds (27°03'21") West for a distance of seventy-five and 00/100 (75.00) feet to the northeast corner of said Copeland land;

thence with the north line of said Copeland land and crossing the Little Miami River, North seventy-four degrees eleven minutes twenty-one seconds (74°11'21") West for

RECORDABLE

a distance of five hundred eleven and 44/100 (511.44) feet to the north bank of said river;

thence still with the north line of said Copeland land and crossing said river, South no degrees thirty-five minutes forty-one seconds (00°35'41") East for a distance of ninety-five and 23/100 (95.23) feet;

thence still with the north line of said Copeland land for the following two (2) courses, North sixty-one degrees five minutes forty-one seconds (61°05'41") West for a distance of one hundred fourteen and 06/100 (114.06) feet;

thence South fifty-four degrees no minutes twenty-four seconds (54°00'24") West for a distance of one hundred forty and 39/100 (140.39) feet to an angle point in said Copeland land in the centerline of Dayton-Xenia Road;

thence with the east line of said Copeland land and the centerline of Dayton-Xenia Road, North thirty-nine degrees twelve minutes thirty-eight seconds (39°12'38") West for a distance of one hundred forty and 51/100 (140.51) feet;

thence still with the east line of said Copeland land, North eighty degrees forty-nine minutes twenty-two seconds (80°49'22") East for a distance of thirty-three and 50/100 (33.50) feet;

thence still with the east line of said Copeland land and its northwardly extension, said extension being the east line of land conveyed to Dayton Power & Light Co. by deed recorded in Volume 414, Page 326, North forty-four degrees forty-one minutes thirty-eight seconds (44°41'38") West for a distance of four hundred thirty-six and 73/100 (436.73) feet to the centerline of Dayton-Xenia Road and an angle point in the east line of said Dayton Power & Light Co. land;

thence with the centerline of Dayton-Xenia Road (crossing the Little Miami River with the center of the one-lane bridge), the east line of said Dayton Power & Light Co. land and its northwardly extension, said extension being the east line of land conveyed to Robert N. & M.E. Lovett by deed recorded in Volume 492, Page 317, North thirteen degrees eight minutes fifty-one seconds (13°08'51") West for a distance of two hundred eighty-seven and 83/100 (287.83) feet to a railroad spike found at the northeast corner of said Lovett land and at the intersection of Trebein Road, Hilltop Road and Dayton-Xenia Road;

thence with the centerline of Dayton-Xenia Road and the north line of said Lovett land, North seventy-two degrees thirty-seven minutes thirty-seven seconds (72°37'37") West for a distance of five hundred seventy-three and 70/100 (573.70) feet to the southeast corner of land conveyed to John H. & Virginia I. Schriml by deed recorded in Volume 377, Page 24;

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RECORDABLE

thence with the east line of said Schriml land, North twenty-one degrees thirty-three minutes twenty-three seconds ($21^{\circ}33'23''$) East for a distance of one hundred seventy-eight and $60/100$ (178.60) feet to an angle point in said Schriml land;

thence with a southerly line of said Schriml land and its eastwardly extension, said extension being the south line of land conveyed to Clarence C. & Dorolyn M. Harlow by deed recorded in O.R. Volume 357, Page 453, South eighty-four degrees fifty-six minutes thirty-seven seconds ($84^{\circ}56'37''$) East for a distance of three hundred ninety-three and $91/100$ (393.91) feet to the southeast corner of said Harlow land and the centerline of Trebein Road;

thence with the centerline of Trebein Road, the east line of said Harlow land and its northwardly extension, said extension being the east line of land conveyed to Robert E. & Karen S. Harlow by deed recorded in Volume 377, Page 257, North fifteen degrees nineteen minutes four seconds ($15^{\circ}19'04''$) West for a distance of three hundred sixty-four and $90/100$ (364.90) feet to the northeast corner of said last-mentioned Harlow land;

thence with the north line of said last-mentioned Harlow land, South eighty-two degrees fifty-four minutes seven seconds ($82^{\circ}54'07''$) West for a distance of one hundred nine and $00/100$ (109.00) feet to a one (1) inch diameter iron pipe found at the northwest corner of said last-mentioned Harlow land;

thence with the west line of said last-mentioned Harlow land and its southwardly extension, said extension being the west line of said first-mentioned Harlow land, South four degrees twenty minutes seven seconds ($04^{\circ}20'07''$) West for a distance of two hundred sixty and $51/100$ (260.51) feet to a one (1) inch diameter iron pipe found at the northeast corner of said Schriml land;

thence with the north line of said Schriml land, North eighty-four degrees twenty-five minutes twenty-seven seconds ($84^{\circ}25'27''$) West for a distance of three hundred thirty and $19/100$ (330.19) feet to an iron pin found at the northwest corner of said Schriml land;

thence with the west line of said Schriml land, South twenty degrees fifty-two minutes fifty-five seconds ($20^{\circ}52'55''$) West for a distance of one hundred eighty-four and $39/100$ (184.39) feet to a railroad spike found at the southwest corner of said Schriml land and in the centerline of Dayton-Xenia Road;

thence with the south line of said Schriml land and the centerline of Dayton-Xenia Road, South sixty-six degrees twenty-eight minutes forty-four seconds ($66^{\circ}28'44''$) East for a distance of one hundred seventy-five and $17/100$ (175.17) feet to the northwest corner of said Lovett land;

RECORDABLE

thence with the west line of said Lovett land and its southwardly extension, South twenty-one degrees thirty-three minutes twenty-three seconds (21°33'23") West for a distance of four hundred thirty-one and 66/100 (431.66) feet to the north bank of the Little Miami River;

thence with the north bank of the Little Miami River for the following two (2) courses, South eighty-six degrees fifteen minutes twenty seconds (86°15'20") West for a distance of seventy-six and 81/100 (76.81) feet;

thence North eighty-three degrees seven minutes twenty-three seconds (83°07'23") West for a distance of one hundred fifty-eight and 97/100 (158.97) feet to the southeast corner of land conveyed to John R. & Millicent Townsley by deed recorded in O.R. Volume 419, Page 671 in the west line of said Section 7 and in the east line of said Section 13;

thence with the east line of said Townsley land, the west line of said Section 7 and the east line of said Section 13, North four degrees forty-six minutes twenty-one seconds (04°46'21") East for a distance of five hundred forty-two and 08/100 (542.08) feet an iron pin found in the centerline of Dayton-Xenia Road at the northeast corner of said Townsley land;

thence with the centerline of Dayton-Xenia Road and the north line of said Townsley land, North sixty-seven degrees twelve minutes thirty-five seconds (67°12'35") West for a distance of seven hundred thirteen and 29/100 (713.29) feet to the southeast corner of land conveyed to Harry F. & Helen M. Brumley by deed recorded in O.R. Volume 119, Page 882;

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

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

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

thence with the centerline of Dayton-Xenia Road and the north line of said Townsley land for the following two (2) courses, South seventy-eight degrees seven minutes thirty seconds (78°07'30") West for a distance of three hundred five and 25/100 (305.25) feet;

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thence North seventy-seven degrees seventeen minutes thirty-two seconds ($77^{\circ}17'32''$) West for a distance of two hundred forty-six and $44/100$ (246.44) feet to an angle point in said lines;

thence still with the centerline of Dayton-Xenia Road and the north line of said Townsley land and its westwardly extension, said extension being the north lines of land conveyed to Ruby M. Stewart by deed recorded in O.R. Volume 109, Page 923 and of said Townsley land, North fifty-two degrees ten minutes no seconds ($52^{\circ}10'00''$) West for a distance of five hundred eighty-four and $08/100$ (584.08) feet to an angle point;

thence still with the centerline of Dayton-Xenia Road and the north line of said Townsley land and its westwardly extension, said extension being the north line of land conveyed to Dayton Power & Light Co. by deed recorded in Volume 414, Page 374, North sixty-seven degrees thirty-four minutes forty-one seconds ($67^{\circ}34'41''$) West for a distance of six hundred fourteen and $09/100$ (614.09) feet to a railroad spike found at an angle point in said north line of said last-mentioned Dayton Power & Light Co. land;

thence still with the north line of said last-mentioned Dayton Power & Light Co. land and its westwardly extension, said extension being the north line of land conveyed to Daniel W. & Ann O. Westbeld by deed recorded in O.R. Volume 165, Page 93, North eighty-one degrees twenty-eight minutes thirty seconds ($81^{\circ}28'30''$) West for a distance of one thousand one hundred fifteen and $74/100$ (1,115.74) feet to a railroad spike found at the southeast corner of Oak Home Subdivision as recorded in Plat Book 5, Page 33 in the east line of Ankeney Road;

thence with the east line of said Oak Home Subdivision and the east line of Ankeney Road, North five degrees twenty-three minutes fifty-six seconds ($05^{\circ}23'56''$) East for a distance of one thousand four hundred twenty-three and $23/100$ (1,423.23) feet to a stone found at the northeast corner of said Oak Home Subdivision in the south line of land conveyed to Curtis A. & Diane L. Wilson by deed recorded in O.R. Volume 505, Page 745, in the north line of said Section 13 and the south line of said Section 14;

thence with the north line of said Section 13, the south line of said Section 14, the south line of said Wilson land and its eastwardly extension, said extension being the south lines of land conveyed to Dan I. Peed, et al. by deed recorded in Volume 504, Page 300 and of land conveyed to James L. & H.M. Peed by deed recorded in O.R. Volume 566, Page 597, South eighty-four degrees thirty-four minutes twelve seconds ($84^{\circ}34'12''$) East for a distance of one thousand four hundred seventy-six and $40/100$ (1,476.40) feet to a stone found at an angle point in said lines;

thence still with the north line of said Section 13, the south line of said Section 14, and the south line of said James L. & H.M. Peed land, South eighty-five degrees eleven

RECORDABLE

minutes fifty-nine seconds (85°11'59") East for a distance of three hundred sixty and 49/100 (360.49) feet to a stone found at the southeast corner of said James L. & H.M. Peed land;

thence with the east line of said James L. & H.M. Peed land and its northwardly extension, said extension being the east lines of land conveyed to Kenneth O. & T. Bent by deed recorded in O.R. Volume 236, Page 034 and of land conveyed to Paul E. & Jeanne R. Bush by deed recorded in O.R. Volume 500, Page 313, North five degrees twenty-seven minutes fifty-five seconds (05°27'55") East for a distance of one thousand ninety-three and 09/100 (1,093.09) feet to a stone found at an angle point in the east line of said Bush land;

thence still with the east line of said Bush land and its northwardly extension, said extension being the east line of land conveyed to Donald A. & H. Ehrhart by deed recorded in O.R. Volume 407, Page 344, North five degrees twelve minutes twenty seconds (05°12'20") East for a distance of seven hundred ninety and 72/100 (790.72) feet to an iron pin found at the southwest corner of land conveyed to Cora E. Filer by deed recorded in Volume 163, Page 482;

thence with the south line of said Filer land and its eastwardly extension, said extension being the south line of land conveyed to George & K.K. Matt by deed recorded in O.R. Volume 219, Page 661, South eighty-four degrees forty-seven minutes ten seconds (84°47'10") East for a distance of one thousand six hundred ninety-eight and 31/100 (1,698.31) feet to the southeast corner of said Matt land in the centerline of Trebein Road;

thence with the centerline of Trebein Road, the east line of said Matt land and its northwardly extension, said extension being the east line of said Filer land, North two degrees forty-eight minutes six seconds (02°48'06") West for a distance of six hundred seventy-eight and 73/100 (678.73) feet to the northeast corner of said Filer land and the south line of Ankeney Road;

thence with the south line of Ankeney Road and the north line of said Filer land, the north line of land conveyed to Harold C. & Marilyn J. Filer by deed recorded in Volume 539, Page 862, the north line of land conveyed to Danny K. & D. K. Moore by deed recorded in O.R. Volume 270, Page 73, and the north line of land conveyed to Jack L. & B. R. Beal by deed recorded in Volume 549, Page 569, North eighty-four degrees fifty minutes no seconds (84°50'00") West for a distance of one thousand five hundred ninety-eight and 52/100 (1,598.52) feet to an iron pin found in the east line of a sixteen (16) feet wide strip of land conveyed to William N. Moland, Trustee by deed recorded in O.R. Volume 73, Page 113;

thence said Moland, Trustee land and its northwardly extension, said extension being the east lines of land conveyed to Ray G. McIntire by deed recorded in O.R. Volume 362, Page 427 and the east line of a 217.024 acre tract of land conveyed to William

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RECORDABLE

N. Moland, Trustee by deed recorded in O.R. Volume 73, Page 113, North five degrees thirty-five minutes thirty-three seconds ($05^{\circ}35'33''$) East for a distance of two thousand seven hundred ninety-two and $46/100$ (2,792.46) feet to the northeast corner of said 217.024 acre tract of land in the south line of Beaver Hills Estates, Section Four as recorded in Plat Book 16, Pages 130-132 and in the north line of said Section 14;

thence with the south line of said Beaver Hills Estates, Section Four and the north line of said Section 14, South eighty-four degrees fifty-six minutes seventeen seconds ($84^{\circ}56'17''$) East for a distance of four hundred nine and $39/100$ (409.39) feet to an angle point in the south line of said Beaver Hills Estates, Section Four;

thence still with the north line of said Section 14, the south line of said Beaver Hills Estates, Section Four and its eastwardly extension, said extension being the south line of Beaver Hills Estates, Section Three as recorded in Plat Book 16, Pages 109-111, South eighty-four degrees forty-nine minutes thirty-eight seconds ($84^{\circ}49'38''$) East for a distance of four hundred fifty-nine and $83/100$ (459.83) feet to a wood post found at the northwest corner of said Ankeney land;

thence with the west line of said Ankeney land, South five degrees eleven minutes thirteen seconds ($05^{\circ}11'13''$) West for a distance of three hundred eighty-three and $79/100$ (383.79) feet to a wood post found at the southwest corner of said Ankeney land;

thence with the south line of said Ankeney land, South eighty-four degrees twenty-one minutes fifteen seconds ($84^{\circ}21'15''$) East for a distance of eight hundred eighty-two and $75/100$ (882.75) feet to the southeast corner of said Ankeney land in the centerline of Trebein Road, in the east line of said Section 14 and in the west line of said Section 8;

thence with the east line of said Ankeney land, the centerline of Trebein Road, the east line of said Section 14 and the west line of said Section 8, North five degrees eleven minutes twenty-nine seconds ($05^{\circ}11'29''$) East for a distance of three hundred ninety-one and $08/100$ (391.08) feet to the point of beginning, containing one thousand two hundred fifty-four and $145/1000$ (1,254.145) acres, more or less, subject, however to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT the following real property:

Located in Section 7, Town 3, Range 7, Beaver Creek Township, Greene County, State of Ohio and being a tract of land conveyed to Albert L. Nash by Certificate of Transfer recorded in Volume 360, Page 351 and being more particularly described as follows:

RECORDABLE

Beginning in the south line of Hilltop Road, said point of beginning being located North fifty-six degrees fifty minutes eleven seconds (56°50'11") East for a distance of one hundred forty-six and 35/100 (146.35) feet from the northeast corner of a 0.577 acre tract of land conveyed to Seaboard Realty Co. by deed recorded in O.R. Volume 312, Page 762;

thence North fifty-five degrees one minutes fifty-five seconds (55°01'55") East for a distance of one hundred fifty-three and 21/100 (153.21) feet;

thence South forty-seven degrees fourteen minutes thirty-six seconds (47°14'36") East for a distance of five hundred thirteen and 15/100 (513.15) feet;

thence South seventy-five degrees fifty-eight minutes five seconds (75°58'05") West for a distance of one hundred ninety and 06/100 (190.06) feet;

thence North forty-six degrees two minutes eleven seconds (46°02'11") West for a distance of four hundred forty-one and 72/100 (441.72) feet to the point of beginning, containing one and 699/1000 (1.699) acres, more or less.

LEAVING, FOR THE PROPERTY DESCRIBED HEREIN, one thousand two hundred fifty-two and 446/1000 (1,252.446) acres, more or less.

NOTES: The above descriptions are based on a field survey performed by Cosler Engineering.

References to conveyance by "O.R. Volume ..., Page ..." are to the Official Records of Greene County, Ohio.

References to conveyance by "Volume ..., Page ..." are to the Deed Records of Greene County, Ohio.

References to being recorded in "Plat Book ..., Page ..." are to the Plat Records of Greene County, Ohio.

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RECORDABLE

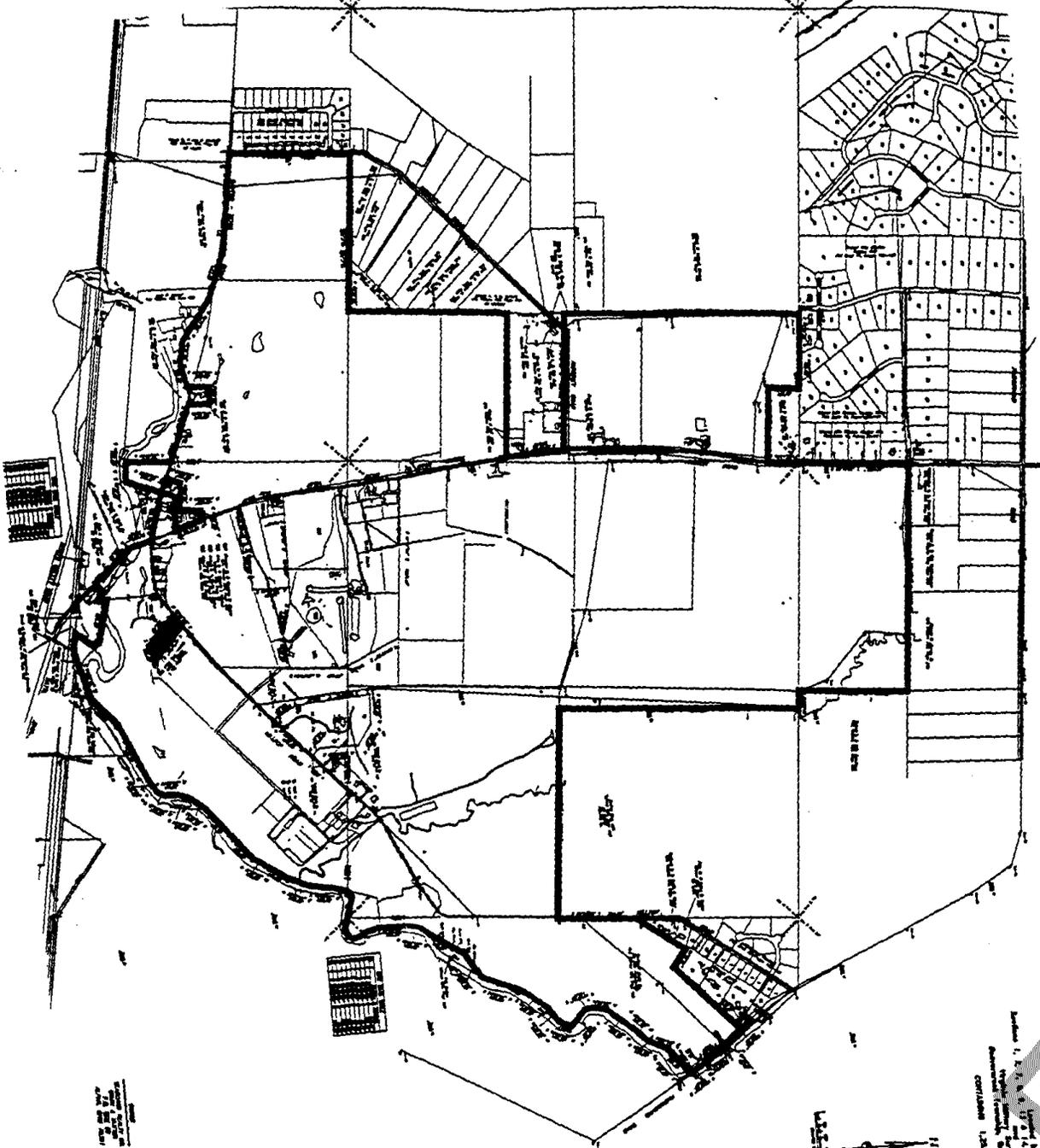


ILLUSTRATION OF
STONEHILL VILLAGE PROPERTY

PLANNED UNIT DEVELOPMENT (PUD) RE-ZONING
 AND RE-DEVELOPMENT
 OF THE PROPERTY
 LOCATED AT THE CORNER OF
 STATE STREET AND
 WASHINGTON STREET
 IN THE CITY OF
 BOSTON, MASSACHUSETTS
 PROJECT NO. 123456789
 PREPARED BY: [Name]
 DATE: [Date]

SCALE: 1" = 100'
 DATE: [Date]
 DRAWN BY: [Name]

RECORDABLE

EXHIBIT B

MASTER CONCEPT PLAN

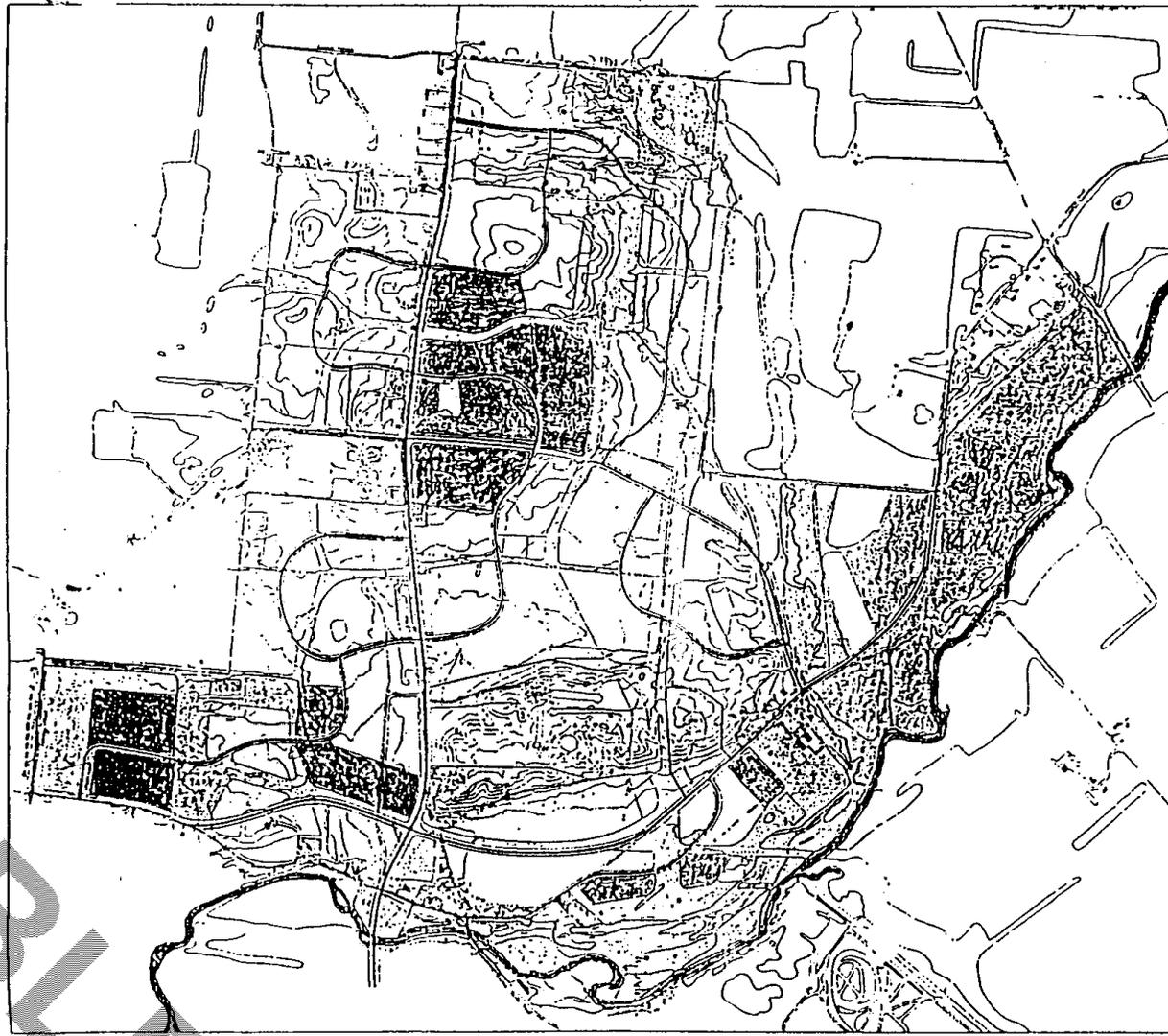
FOR

STONEHILL VILLAGE

YOL | 307 664 07

RECORDABLE

RECORDABLE



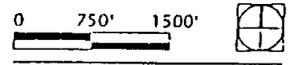
Stonehill Village
Beaver Creek Township

Figure 1. Concept Plan

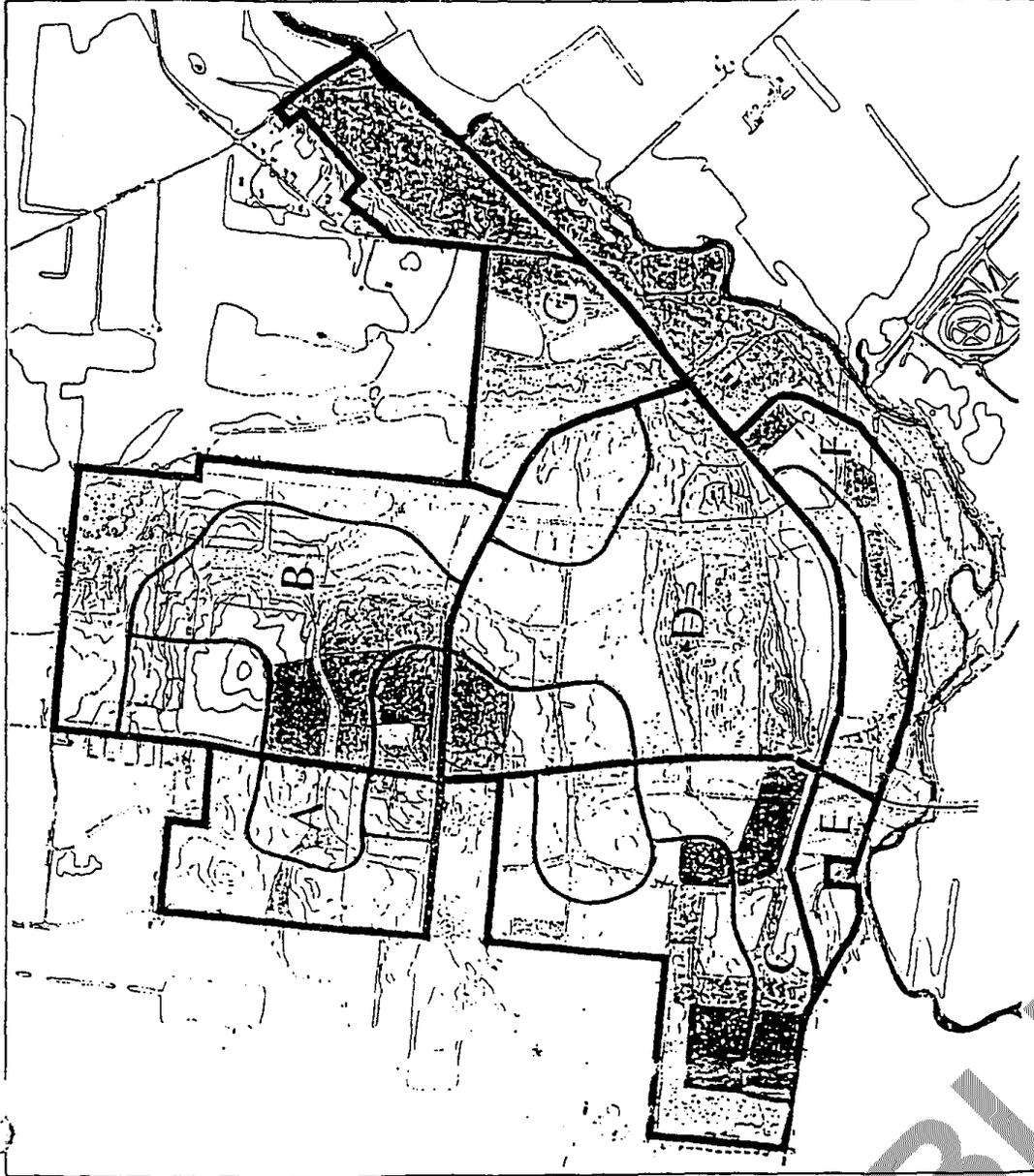
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Open Space
-  Recreation Center
-  Commercial: Retail, Office
-  Elementary School

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Stonehill Village
 Beavercreek Township

Figure 2. Residential Densities & Open Space

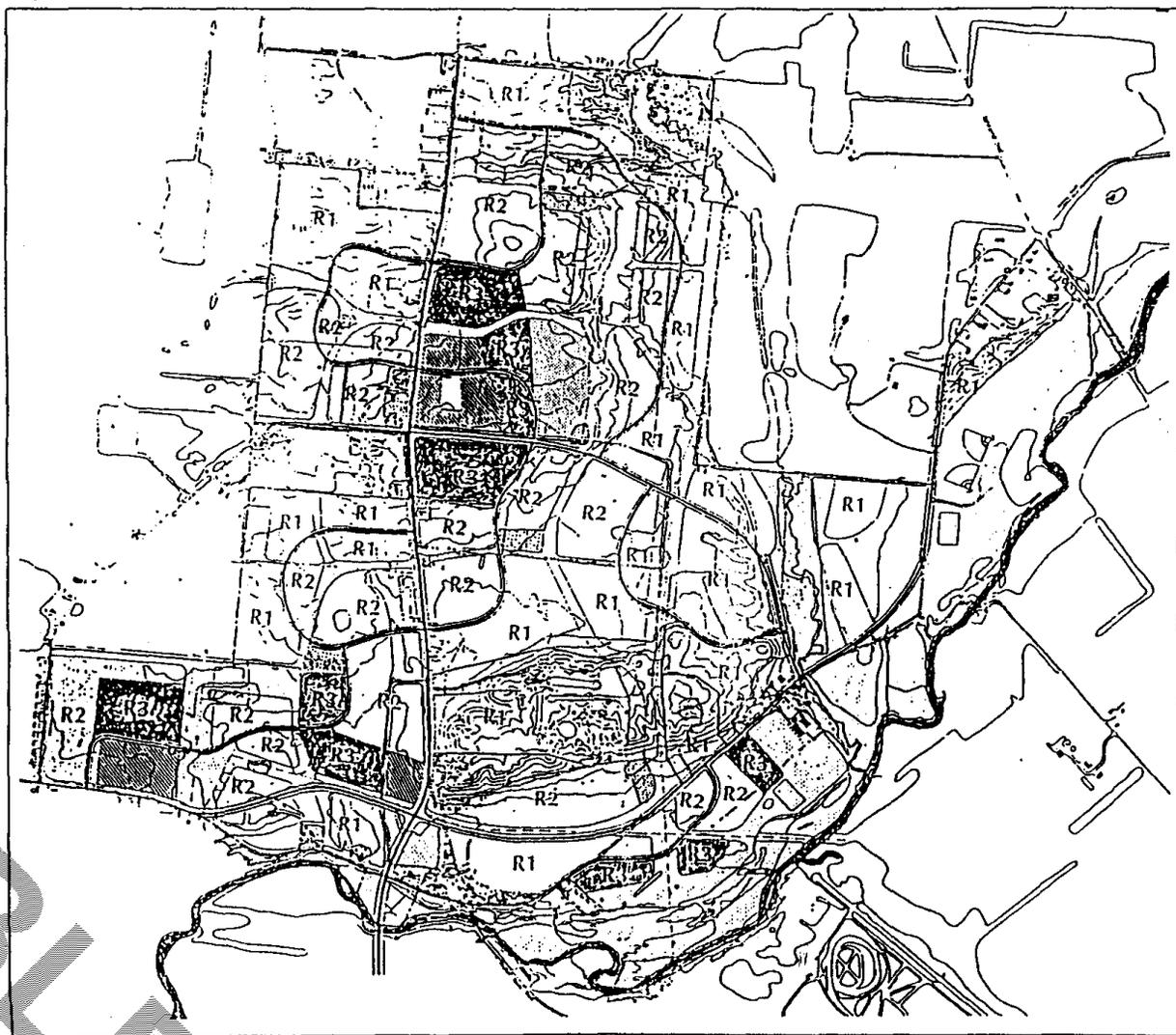
ZONES		
A	Res/ Open Space	91 acres
	Res Density	1.7 du/ac
	Low Density Res	42 ac
B	Med Density Res	15.6 ac
	Res/ Open Space	326 acres
	Res Density	1.6 - 1.8 du/ac
C	Low Density Res	19 ac
	Med Density Res	196.1 ac
	High Density Res	28.8 ac
	Commercial	13 acres
	Element. School	13 acres
D	Res/ Open Space	177 acres
	Res Density	2.3 - 2.6 du/ac
	Low Density Res	33.8 ac
	Med Density Res	76.2 ac
	High Density Res	27.3 ac
E	Commercial	13 acres
	Res/ Open Space	257 acres
	Res Density	1.8 - 2.0 du/ac
	Low Density Res	118.6 ac
	High Density Res	16.3 ac
F	Res/ Open Space	22 acres
	Res Density	1.8 - 2.0 du/ac
	Low Density Res	32 ac
	Res/ Open Space	74 acres
	Res Density	3.0 - 3.7 du/ac
G	Low Density Res	33.4 ac
	Med Density Res	10.6 ac
	High Density Res	12.3 ac
	Res/ Open Space	140 acres
	Res Density	0.2 du/ac
	Low Density Res	40.7 ac

Note: Acreage calculations are approximate.

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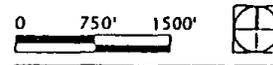
Stonehill Village -
Beaver Creek Township

Figure 3. Master Plan
of Residential
Densities

-  R1 - Low Density Residential
-  R2 - Medium Density Residential
-  R3 - High Density Residential
-  Open Space
-  Recreation Center
-  Commercial: Retail, Office
-  Elementary School

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Stonehill Village
Beaver Creek Township

Figure 4. Open Space
& Recreation

-  Open Space
-  Recreation Centers
-  Major Woodland/
Nature Preserve Area
-  Playfields/Active
Recreation
-  Passive Park Areas
-  Farm Activities
-  Major Pedestrian Tr.
Bike Routes

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0 750' 1500' 

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EXHIBIT C

**DEFINED TERMS OF
MASTER DECLARATION**

FOR

STONEHILL VILLAGE

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GLOSSARY OF DEFINED TERMS

1. **"Accessory Structure"** means any temporary or permanent Improvement that is not permanently attached to and made a necessary part of a Primary Structure constructed on a Lot. The term includes without limitation all Landscape Features, buildings, structures, poles, recreational equipment, storage barns, sheds or facilities, garages, patios, decks, stairs, benches, gazebos, fences, gates, screening, functional retaining walls, windbreaks, antennas, satellite dishes, swimming pools, spas, signs and all other Improvements that are not shown on the original Plans as being a part of the Primary Structure.
2. **"Additional Property"** means that portion of the Property which has not yet been integrated as a functioning part of the Community by recording a Plat for that Phase in the manner provided in this Declaration.
3. **"Applicable Law"** means those present, future or amended statutes, laws, codes, regulations, rules, orders, guidelines and directives of any Government Entity that apply to a particular issue concerning any aspect of the Community or the Governing Documents. This includes, without limitation, all applicable zoning and subdivision regulation.
4. **"Approved Builder Program"** means the processes and procedures adopted by the Developer and implemented by the Design Review Board concerning the selection and approval of Builders.
5. **"Articles"** means the Articles of Incorporation signed by or on behalf of the Developer and filed in the office of the Secretary of State of Ohio for the purpose of organizing the Association as a non-profit Ohio corporation under Chapter 1702 of the *Ohio Revised Code*. This is an inclusive term that also means, where applicable, the Articles of Incorporation filed for the purpose of organizing the Society of any Neighborhood within the Community as a non-profit Ohio corporation under Chapter 1702 of the *Ohio Revised Code*. This term also includes all future amendments to the Articles.
6. **"Assessments"** means a charge against each Owner and respective Lot representing an allocable portion of the Common Expenses or other costs properly chargeable against an Owner and Lot in the manner provided in the Declaration. This term is inclusive of all types of Assessments provided in the

Declaration. The following defined terms further describe the various types of permitted Assessments:

- A. **"Compliance Assessment"** means a type of Special Assessment to recover: (i) the costs incurred by the Association to repair any damage to Common Areas for which an Owner is responsible; or (ii) any other costs incurred by the Association to bring the Owner or Lot into compliance with the Declaration or the other Governing Documents; or (iii) the amount owed to the Association as a result of any disciplinary proceedings against an Owner as provided in the Declaration or the other Governing Documents; or (iv) any other costs and expenses incurred by the Association in connection with the enforcement of the Declaration or any of the other Governing Document.
- B. **"General Assessment"** means an Assessment for an allocable share of the normal Common Expenses of the Association that are applicable to all Owners and Lots within the Community.
- C. **"Individual Services Assessment"** means a type of Special Assessment representing charges for special services the Association may provide to some or all of the Owners in the Community that are not otherwise paid directly by means of a fee as services are rendered.
- D. **"Limited Assessment"** means an Assessment for an allocable share of the normal Common Expenses of the Association relating to Limited Common Areas that are applicable to some, but not all, Owners and Lots within the Community.
- E. **"Preliminary Membership Assessment"** means a type of one-time Special Assessment for the purpose of creating the necessary source of operating funds for the Association as Lots are added to the Community.
- F. **"Special Assessment"** means an Assessment to recover an allocable share of: (i) the cost to repair any uninsured damage to Common Areas for which no Owner is responsible; or (ii) the cost to construct or install any additional Improvement to the Common Area; or (iii) the cost of taking any extraordinary action for the benefit of the Association or the Society of any Neighborhood, the Members or any portion of the Common Area; or (iv) Compliance Assessments; or (v) Individual Services Assessments; or (vi) Preliminary Membership Assessments; or (vi) any other cost or

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expense not otherwise covered by General Assessments or Limited Assessments.

7. **“Association”** means Stonehill Village Community Association, Inc., a non-profit Ohio corporation, or its successors and assigns, formed under Chapter 1702 of the *Ohio Revised Code* for the purpose of exercising management, control and jurisdiction over the Common Areas and other aspects of the Community as a whole, as provided in the Declaration.
8. **“Bike and Jogging Path”** means a specific type of Recreational Facility within the Common Area that is improved and designated for the purpose of walking, running, bicycling, skating and other non-traditional modes of transportation.
9. **“Board”** means the board of trustees of the Association, as provided in Chapter 1702 of the *Ohio Revised Code*. The Board includes all of those Persons who as a group are serving as the board of trustees at any particular time, and all successor members of the Board.
10. **“Builder”** means any Person who has been approved by the Design Review Board to participate in the construction of Improvements on a Lot in the Community. Any Builder who owns fee simple title to a Lot will also be considered to be the Owner of that Lot during the period of ownership of the Lot.
11. **“Business Days”** means every day except Saturday, Sunday or any federal or State recognized legal holiday. Any other reference to “day” or “days” means all calendar days.
12. **“Business Facility”** means any Primary Structure constructed on any Lot which is intended for the operation of a business, and not intended for use as a Residence or as an Accessory Structure to a Residence.
13. **“Canons of Order”** means the regulations of the Society of any Neighborhood for the government of the Society, the conduct of its affairs and the management of its property, as provided in Chapter 1702 of the *Ohio Revised Code*. Canons of Order has the same meaning as code of regulations for purposes of Chapter 1702 of the *Ohio Revised Code*, and is a special term in this Declaration for the sole purpose of differentiating the regulations of a Society from the regulations of the Association. This term also includes all future amendments to the Canons of Order.
14. **“Claim”** means any form of legal or equitable action, cause of action, claim, controversy, dispute, demand, law suit, judgment, award, damage, interest, penalty, fine, liability, loss, cost or expense that any Claimant has, may have, or

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may allege to have, against any other Person or Persons who are subject to this Declaration, and which arise out of, in connection with, or otherwise directly or indirectly relate or pertain to, any of the Governing Documents.

15. **"Claimant"** means any Person who is subject to this Declaration, and who has, or alleges to have, any Claim under any of the Governing Documents.
16. **"Code of Regulations"** means the regulations of the Association for the government of the Association, the conduct of its affairs and the management of its property, as provided in Chapter 1702 of the *Ohio Revised Code*. This term also includes all future amendments to the Code of Regulations.
17. **"Common Area"** means collectively all of the real and personal property (including without limitation all Improvements) which the Association owns, leases or otherwise holds any possessory or use rights for the common use and enjoyment of the Owners in the manner provided in the Declaration. This term is inclusive of all types of Common Area provided in the Declaration. The following defined terms further describe the various types of Common Area:
 - A. **"Community Common Area"** means Functioning Common Area that is generally intended for the use and enjoyment of all Owners in the Community.
 - B. **"Functioning Common Area"** means any Common Area that has been activated for the present use and enjoyment by the Owners as a result of designating that Common Area in a recorded Plat.
 - C. **"Future Common Area"** means any Common Area that is anticipated in the future under the Master Concept Plan, but has not yet been activated for the present use and enjoyment by the Owners because it has not yet been designated on a recorded Plat.
 - D. **"Green Space Areas"** means those portions of the Functioning Common Area that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being primarily devoted to a vegetative state, and intended to provide openness and spaciousness to the Community with limited or no Improvements.
 - E. **"Limited Common Area"** means those portions of the Functioning Common Area that are available for present use and enjoyment by some, but not all, of the Owners in the Community. This term includes without limitation those Limited Common Areas that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being: (i)

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limited to the use and enjoyment of only those Owners in a particular Neighborhood; or (ii) certain Recreation Facilities which are limited to the use and enjoyment by only some, but not all, of Members of the Association.

- F. **“Restricted Common Area”** means those portions of the Functioning Common Area that are designated on a Plat and described in the Declaration or any Supplemental Declaration as being intended for the general benefit of the Community, but to which actual physical access and use is either restricted or prohibited.
18. **“Common Expenses”** means the expenses actually incurred, or reasonably anticipated to be incurred, by the Association for the general benefit of all Owners, or for the benefit of some Owners in connection with Limited Common Areas, as a necessary and appropriate function of carrying out the purposes, rights and obligations of the Association pursuant to the Declaration and the Articles and Code of Regulations of the Association. This term includes expenses associated with creating and maintaining one or more Reserves. However, the term Common Expenses does not include any costs or expenses of the Developer directly relating to: (i) the initial planning, approval or organization of the Community, Association or any Society; or (ii) the original development and construction of any Phase of the Community; or (iii) installation of infrastructure and other capital improvements in anticipation of developing any future Phases of the Community.
19. **“Community”** means the aggregate of all Neighborhoods and Common Areas which together comprise the entire development project known as Stonehill Village.
20. **“Compliance Certificate”** means a written disclosure, issued by the Board of the Association, containing all or any portion of the following information: (i) the current rate of Assessments pertaining to a Lot; (ii) the total amount of all Assessments and other monetary amounts, including without limitation interest, late charges, penalties and fines, then due and owing from an Owner with respect to a Lot; (iii) any pending violations of any of the Governing Documents enforceable against an Owner, or relating to an Owner’s Lot; and (iv) such other information relating to compliance with the Governing Documents as the Board may deem necessary or beneficial to disclose about an Owner or the Owner’s Lot.

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21. **"Compliance Order"** means a written order issued by the Design Review Board or the Board of the Association to any Owner informing the Owner of current or anticipated violations of the Governing Documents, and ordering the Owner to take immediate corrective measures to cure the violations and comply with the requirements of the Governing Documents to the satisfaction of the DRB or Board.
22. **"Conservation and Preservation Area"** means those portions of the Common Area that may be designated for conservation and preservation of the natural habitat without unreasonable or unnecessary disturbance or alteration.
23. **"Conservation and Preservation Easement"** means a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, under the terms of an Agreement between the Developer and Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993. This term further includes any other conservation, preservation or scenic easements the Developer or the Association may grant with respect to any portion of the Common Area in the future.
24. **"Council"** means the board of trustees of the Society of any Neighborhood, as provided in Chapter 1702 of the *Ohio Revised Code*. The Council includes all of those Persons who as a group are serving as the board of trustees at any particular time, and all successor members of the Council. Council has the same meaning as board of trustees for purposes of Chapter 1702 of the *Ohio Revised Code*, and is a special term in this Declaration for the sole purpose of differentiating the board of trustees of a Society from the board of trustees of the Association.
25. **"County"** means the political subdivision of the State of Ohio known as Greene County, Ohio.
26. **"Court"** means any State or federal court that has proper subject matter and personal jurisdiction over a particular Claim or other legal or equitable matter, and in which venue is proper under Part Eight of the Declaration.
27. **"Declaration"** means the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village. The Declaration also includes all exhibits attached to the Declaration and all future amendments and supplements to the Declaration or any exhibits.
28. **"Design Review Manual"** means the collection of information to be maintained by the Design Review Board, that will consist of all of the Design Review Standards,

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forms, notices, schedules, guidelines, policies and procedures, and other documents relating to the rights, powers and duties of the Design Review Board in fulfilling its obligations under the Declaration.

29. **“Design Review Standards” or “DRS”** means the written standards, guidelines and procedures governing the design and construction of any Improvements in the Community, and any amendments to the DRS. This is an inclusive term that means the Community DRS and applicable Neighborhood DRS, as those terms are defined below:
- A. **“Community DRS”** means those Design Review Standards, and any amendments, that are uniformly applicable to all Owners and Lots throughout the Community as a whole.
 - B. **“Neighborhood DRS”** means those additional Design Review Standards, and any amendments, that are uniformly applicable to only those Owners and Lots in a particular Neighborhood, but not necessarily to other Owners and Lots in different Neighborhoods of the Community.
30. **“Design Review Board” or “DRB”** means the committee appointed by the Board of the Association for the purpose of administering and carrying out all of the provisions of the Declaration concerning compliance with the Community and applicable Neighborhood Design Review Standards. This term includes all successor members of the Design Review Board.
31. **“Developer”** means NUTTER ENTERPRISES, LTD., an Ohio limited liability company, and its successors and assigns. If the Developer assigns or delegates any of its rights or obligations regarding the construction and development of any particular Neighborhood or Phase to a Related Entity, then that Related Entity will be considered to be the Developer for purposes of that particular Neighborhood.
32. **“Development Period”** means that period of time (as specified in the Declaration) during the course of developing the Community or a particular Neighborhood in which the Developer will retain additional rights and authority in order to assure completion of the development consistent with the Developer’s intent, and to facilitate an orderly transition of the management and operation of each Neighborhood and the Community as a whole to the Owners.
33. **“Drainage Facilities”** means the natural water drainage systems on or adjacent to the Property, and any temporary or permanent surface or subsurface water drainage Improvements constructed or installed by or for the Developer in any

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portion of the Community during the course of developing the Property. This phrase includes without limitation all grading, erosion or sediment abatement mechanisms, swales, channels, pipes, grates, conduits, dams and all areas created or naturally existing for the flow, detention or retention of surface water runoff.

34. **"Easement Areas"** means those areas of the Property that are subject to any type of easement, as provided in the Declaration or as shown on the applicable Plat.
35. **"Exempt Property"** means that portion of the Property upon which the terms, conditions, covenants and restrictions provided in the Declaration will remain dormant and inapplicable until the occurrence of certain events, as provided in the Declaration. The legal description of the Exempt Property is attached to the Declaration as Exhibit D.
36. **"Governing Documents"** means the Declaration, and all present or future Supplemental Declarations, Articles, Code of Regulations, Canons of Order, Rules and Regulations, Design Review Standards, Design Review Manuals, Master Concept Plan, Plats, written policies, procedures, directives, orders and other documents regulating or governing any aspect of the Community, and any future amendments, modifications or supplements to those documents.
37. **"Government Entity"** means any federal, State, County, Township or other local governmental body, branch, board, agency, commission, department or other division which has proper legal jurisdiction over a particular matter.
38. **"Improvements"** means any temporary or permanent change to a Lot, Common Area or other portion of the Property from the condition in which it exists after the Developer completes the development of a Phase of the Community. This term includes without limitation all temporary or permanent Primary Structures, Accessory Structures, Landscape Features and other types of buildings, structures, fixtures, equipment or appurtenances of every kind or description, and all Work and similar activities that result in a change to any aspect of the Property.
39. **"Landscape Features"** means those Improvements to any portion of the Property consisting of any annual or perennial grasses, trees, shrubs, bushes, flowers, plants and other vegetation, all borders, retaining or decorative walls, fences, trellises, arbors, fountains, statues, ornamentation or similar "hard-scape" items, and any other decorative features on any Lot or Common Area.

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40. **“Linear Park”** means a form of Green Space Area designed in an elongated fashion so as to facilitate links between Neighborhoods and Common Areas within the Community.
41. **“Lot”** means a separate, legally conveyable parcel of real property created by subdivision of any portion of the Property, as designated and shown on a recorded Plat, except those portions of the Property which are designated on a Plat as Common Areas or which are specifically dedicated for public use. A Lot includes, without limitation, the unimproved land and all present or future Improvements, appurtenant rights, privileges and easements.
42. **“Master Concept Plan”** means the conceptual land use plan for the Property, as approved in Beaver Creek Township Zoning Case #671, a residential-business planned unit development, adopted by resolution dated October 12, 1993, and any future amendments to that land use plan or zoning case. A complete and accurate copy of pertinent portions of the Master Concept Plan are shown on Figures 1-4 attached to the Declaration as Exhibit B.
43. **“Mediation Panel”** means the committee appointed by the Board of the Association to hear, mediate and attempt to resolve disputes under the Alternative Dispute Resolution Article of the Declaration.
44. **“Member”** means a Person entitled to membership in the Association and/or the Society of any Neighborhood according to the terms and requirements of the Governing Documents. The following defined terms further describe the various types of Members:
 - A. **“Developer Member”** means a Person who is entitled to membership as the Developer or as a Related Entity.
 - B. **“Founding Members”** means Ervin J. Nutter, his children, grandchildren and great grandchildren, and the spouses and natural or adopted children of each of these individuals.
 - C. **“Owner Member”** means a Person who is entitled to membership as an Owner of any Lot in a Neighborhood of the Community.
45. **“Neighborhood”** means an aggregation of Lots in a defined area of the Community characterized by common permitted uses, architectural design or size of Primary Structures, market value ranges, development density or other distinguishing factors. This is an inclusive term which, when used alone, means either or both of the following specific types of Neighborhoods:

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- A. **"Business District Neighborhood"** means a Neighborhood where the permitted uses of the Lots are limited to business purposes, or mixed-use business and residential purposes.
- B. **"Residential Neighborhood"** means a Neighborhood where the permitted uses of the Lots are limited to single or multi-family residential purposes.
46. **"Neighborhood Concept Plan"** means the approved conceptual land use plan which shows the proposed layout for subdivision of the Property in a particular Neighborhood of the Community. This phrase also includes any future amendments to a Neighborhood Concept Plan.
47. **"Notice of Claim"** means a written notice required to initiate alternative dispute resolution under the Declaration, which must contain, at a minimum, the following information: (i) the nature of the Claim, including the names of all Persons known to be involved and the Respondent's alleged role in the Claim; (ii) the specific authority or legal basis out of which the Claim arises; (iii) the Claimant's proposed remedy; (iv) a copy of any written notice of violation of the Governing Documents relating to the Claim previously sent to the Respondent; (v) that the Claimant is submitting the Claim for alternative dispute resolution under the Declaration; and (vi) such other information as the guidelines, procedures or Rules and Regulations adopted by the Board may require.
48. **"Occupant"** means any Person who is temporarily or permanently in possession of a Residence, Business Facility, or any other portion of a Lot in the Community, whether or not such possession is lawful. The term includes without limitation the Owner, any tenant, guest or invitee of the Owner, or the respective family members of any such Persons, who are in possession of or using a Residence, Business Facility or other portion of a Lot with or without the express or implied permission of the Owner.
49. **"Owner"** means one or more Persons who individually or collectively hold recorded fee simple title to a Lot. The Developer, Related Entity and any Builder are also considered an Owner with respect to any Lot to which they hold fee simple title. The term "Owner" does not include any Person who holds or claims to hold an interest in a Lot as a tenant, land contract purchaser, or merely as security for performance of an obligation (such as a mortgage, mechanics lien or judgment lien), unless and until that Person has acquired fee simple title to the Lot through purchase, foreclosure or other proceedings in lieu of foreclosure.

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50. **"Person"** means any individual, general or limited partnership, limited liability company, corporation, firm, trust, estate or any other form of entity recognized under Applicable Law.
51. **"Phase"** means a portion of the Property that is being developed as a unified piece, as represented by an individual Plat. In those instances when a Neighborhood is developed in multiple Phases, the term "Phase" may refer to the entire Neighborhood, and the term "Section" may be used to describe the sequential Plats comprising that Phase.
52. **"Plans"** means the collective set of all architectural prints, construction drawings, site plans, grading plans, calculations and other information pertaining to any Improvement that is required under the Design Review Manual to be submitted to the DRB.
53. **"Plat"** means the subdivision record plan of a portion of the Property depicting a Phase or Section, and which has been recorded in the plat records of Greene County, Ohio.
54. **"Primary Structure"** means any building(s) constructed on a Lot for the purpose of directly facilitating the principal permitted use of the Lot as either a Residence or a Business Facility.
55. **"Property"** means the real property located in Beavercreek Township, Greene County, Ohio, containing approximately 1,252.446 acres, more or less, as described on Exhibit A attached to the Declaration. The Property constitutes all of the land contemplated under the Master Concept Plan to comprise the entire Community.
56. **"Public Utilities"** means any sanitary sewer, storm sewer, water, electric, natural gas, telephone, telecommunication, fiber optics, television, cable television or other form of public or quasi-public utility service now or in the future provided or made available to any Lot or Common Area in the Community. This term also includes all buildings, structures, fixtures, equipment, meters and other facilities necessary or customarily used in connection with such Public Utilities.
57. **"Qualified Mortgagee"** means the holder of a mortgage representing the first and best lien on a Lot.
58. **"Recreation Facilities"** means certain Improvements to portions of the Functioning Common Area or Limited Common Area that have been designated and developed for use and participation in one or more types of active recreational activities.

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59. **“Related Entity”** means a legal entity in which at least a majority or all of the ownership interests are legally or beneficially held by Persons who are also owners of an interest in the Developer, and to whom the Developer has sold, transferred, assigned or otherwise delegated all of its rights and obligations with respect to development of all or any portion of a Neighborhood in the Community.
60. **“Repurchase Option”** means the right the Developer or the Association has to repurchase any Lot under specified circumstances, as provided in the Declaration.
61. **“Reserve”** means a fund established by the Board of the Association to accumulate Assessments collected in excess of actual Common Expenses for the purpose of creating and maintaining resources to pay for future extraordinary or unanticipated expenses, or future maintenance, repair or replacement of capital assets.
62. **“Residence”** means the Primary Structure constructed on any Lot which is intended for use as a residence for one or more individuals, and not intended as a Business Facility or as an Accessory Structure to a Business Facility. With respect to any Primary Structure containing multiple Residences, the term Residence means each separate residential unit.
63. **“Respondent”** means any Person who is subject to this Declaration, and against whom a Claimant has asserted a Claim under the Governing Documents.
64. **“Rules and Regulations”** means the rules and regulations, and any amendments, adopted by the Board of the Association or the Council of any Neighborhood Society for the purpose of regulating the use and enjoyment of any Common Area under its jurisdiction, or otherwise to provide consistent procedures for the conduct of Members, Owners, Occupants or Users within the Community or Neighborhood.
65. **“Section”** means one of a sequence of Plats that depicts a portion of the Property that is being developed as a unified piece. A sequence of related Sections will comprise a Phase of the Neighborhood or Community. The term “Section” may be used synonymously with the term “Phase,” but in most instances will refer only to that portion of a Phase shown on an individual Plat.
66. **“Society”** means a non-profit Ohio corporation, or its successors and assigns, formed under Chapter 1702 of the *Ohio Revised Code* for the purpose of exercising management, control and jurisdiction over the Common Areas and

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other aspects of any Neighborhood, as provided in the Declaration. Society has the same meaning as a corporation for purposes of Chapter 1702 of the *Ohio Revised Code*, and is a special term in this Declaration for the sole purpose of differentiating the Neighborhood organizations from the Association.

67. **"State"** means the State of Ohio.
68. **"Stop Work Order"** means a written order issued by the Design Review Board or the Board of the Association to any Owner ordering the Owner to immediately stop any further Work on any Improvements on a Lot until the Owner has cured all current or anticipated violations of any Compliance Orders or requirements of the Governing Documents to the satisfaction of the DRB or Board.
69. **"Supplemental Declaration"** means a written amendment to the Declaration for the purpose of granting additional rights, or placing additional covenants, conditions and restrictions, on all or part of the Property. As a matter of illustration, but not limitation, a Supplemental Declaration may define further rights and responsibilities applicable to a particular Neighborhood.
70. **"Township"** means the political subdivision of the State of Ohio known as Beaver Creek Township, Ohio. The term also includes any successor or new Government Entity created by merger, annexation or incorporation of all or any portion of the Township that includes all or any portion of the Property.
71. **"User"** means any Person who is using any of the Common Areas for any purpose, including without limitation any Member, Owner, Occupant, tenant, guest, invitee, or family member of such Person.
72. **"Village Center"** means the primary Neighborhood Business District within the Community, intended to provide a mix of retail, service and community uses in a central location convenient to all Neighborhoods.
73. **"Village Green"** means the English or New England style Green Space Area centrally located in the Village Center.
74. **"Voidable Property"** means any portion of the Property contiguous to Exempt Property for which a Plat has not yet been recorded, and which the Developer has the right, in the manner provided in the Declaration, to withdraw from the Community and the encumbrance of the Declaration.
75. **"Voting Member"** means a Member who is entitled to vote on a particular issue then being presented for consideration, as provided in the Code of Regulations of the Association or Canons of Order of a Neighborhood Society. The Voting Members of the Association are the designated representatives of each

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Neighborhood Society, or in their absence, the next most senior officer of the Neighborhood Society. The Voting Members of each Neighborhood Society are all of the Owners of Lots in the respective Neighborhood, subject to limitations concerning multiple ownership of a Lot, as further described in the applicable Canons of Order.

76. **Work** means any staking, grading, excavation, site work, planting or removal of Landscape Features, demolition, construction, alteration, or other activity regarding any existing or new Improvement, whether temporary or permanent.

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EXHIBIT D

**LEGAL DESCRIPTION OF
EXEMPT PROPERTY**

FOR

STONEHILL VILLAGE

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TRACT ONE (61.673 acres)**Exempt Property Owned By Ervin J. Nutter, Trustee**

Located in Fractional Sections 7 and 8, Town 3, Range 7 MRS, Beavercreek Township, Greene County, State of Ohio and being a tract of land described as follows:

Beginning at intersection of the centerline of Trebein Road with the common line between said Fractional Sections 7 and 8;

thence with the centerline of Trebein Road. North three degrees fifty minutes twenty-eight seconds ($03^{\circ} 50' 28''$) West for a distance of six hundred fifteen and $73/100$ (615.73) feet;

thence with a new division of land for the following two (2) courses. South eighty-four degrees thirty-nine minutes four seconds ($84^{\circ} 39' 04''$) East for a distance of one thousand eight hundred seventy-three and $45/100$ (1,873.45) feet.

thence South twenty-three degrees thirty-one minutes twenty-eight seconds ($23^{\circ} 31' 28''$) East for a distance of seven hundred twenty-nine and $98/100$ (729.98) feet to the west line of land conveyed to Seaboard Realty Company by deed recorded in Volume 460, Page 128 (Tract VIII) in the Official Records of Greene County, Ohio.

thence with the west line of said Seaboard Realty Company land, South five degrees no minutes thirty-one seconds ($05^{\circ} 00' 31''$) West for a distance of six hundred thirty-one and $59/100$ (631.59) feet;

thence with a new division of land for the following three (3) courses, South eighty-two degrees twenty-six minutes no seconds ($82^{\circ} 26' 00''$) West for a distance of three hundred sixty-seven and $81/100$ (367.81) feet;

thence North seventy-four degrees ten minutes twenty-one seconds ($74^{\circ} 10' 21''$) West for a distance of four hundred forty-three and $02/100$ (443.02) feet;

thence North eighty-eight degrees fifty-five minutes twenty-four seconds ($88^{\circ} 55' 24''$) West for a distance of one thousand two hundred forty-two and $06/100$ (1,242.06) feet to the centerline of Trebein Road;

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thence with the centerline of Trebein Road, north two degrees four minutes sixteen seconds (02° 04' 16") West for a distance of seven hundred sixty-three and 55/100 (763.55) feet to the point of beginning, containing sixty-one and 673/1000 (61.673) acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

NOTES: The above description is based on a field survey performed by Cosler Engineering.

The above described land is part of that land conveyed to E.J. Nutter by deed recorded in Volume 372, Page 685 of the Deed Records of Greene County, Ohio.

TRACT TWO (10.007 acres)

Exempt Property Owned By Kenneth E. Nutter, Et. Al.

Located in Section 7, Town 3, Range 7, Beaver Creek Township, Greene County, State of Ohio and being tract of land described as follows:

Beginning at a "Mag-Nail" set in the centerline of Trebein Road at point of new land division, said point of beginning being located North sixteen degrees twenty-eight minutes thirty-seven seconds (16° 28' 37") West for a distance of three hundred fifteen and 66/100 (315.66) feet, North fifteen degrees nineteen minutes four seconds (15° 19' 04") West for a distance of three hundred sixty-four and 90/100 (364.90) feet, and North fifteen degrees twenty-eight minutes thirty-four seconds (15° 28' 34") West for a distance of four hundred eighty-six and 35/100 (486.35) feet from a railroad spike found at the intersection of Dayton-Xenia Road, Hilltop Road & Trebein Road;

thence with the centerline of Trebein Road for the following two (2) courses, North fifteen degrees twenty-eight minutes thirty-four seconds (15° 28' 34") West for a distance of two hundred seventy-two and 39/100 (272.39) feet to an iron pin set;

thence North two degrees four minutes sixteen seconds (02° 04' 16") West for a distance of sixty-nine and 82/100 (69.82) feet to a "Mag-Nail" set in the centerline of Trebein Road at the southwest corner of a one (1) acre "former" school lot;

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thence with the south line of said "former" school lot, South eighty-eight degrees fifty-five minutes three seconds ($88^{\circ} 55' 03''$) East for a distance of two hundred twenty-nine and $68/100$ (229.68) feet to an iron pin set at the southeast corner thereof;

thence with the east line of said "former" school lot, North two degrees four minutes sixteen seconds ($02^{\circ} 04' 16''$) West for a distance of one hundred eighty-nine and $77/100$ (189.77) feet to an iron pin set at the northeast corner thereof and in the south line of land conveyed to Ervin J. Nutter, Trustee by deed recorded in Volume 663, Page 211 of the Official Records of Greene County, Ohio;

thence with the south line of said Nutter land, South eighty-eight degrees fifty-five minutes twenty-four seconds ($88^{\circ} 55' 24''$) East for a distance of eight hundred fifty-one and $38/100$ (851.38) feet to an iron pin set;

thence with a new division of land for the following three (3) courses, South one degree four minutes thirty-three seconds ($01^{\circ} 04' 33''$) West for a distance of four hundred thirty-seven and $81/100$ (437.81) feet to an iron pin set;

thence North eighty-eight degrees forty-two minutes thirty-seven seconds ($88^{\circ} 42' 37''$) West for a distance of six hundred fifteen and $73/100$ (615.73) feet to an iron pin set;

thence South seventy-eight degrees seventeen minutes twenty-six seconds ($78^{\circ} 17' 26''$) West for a distance of three hundred eighty-two and $98/100$ (382.98) feet to the point of beginning, containing ten and $007/1000$ (10.007) acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

NOTES: The above description is based on a field survey performed by Cosler Engineering in September 1996. Iron pins referred to as set are 5/8 inch diameter steel with a yellow plastic cap stamped "COSLER 6393". "Mag-Nail" referred to as set is a 0.25 inch diameter magnetic chrome nail set in the pavement.

The above described tract is out of that land conveyed to Ervin J. Nutter by deed recorded in Volume 372, Pages 685-687 of the Deed records of Greene County, Ohio.

RECORDABLE

TRACT THREE (12.203 acres)
Exempt Property Owned By Robert W. Nutter, Et. Al.

Located in Fractional Sections 7 and 8, Town 3, Range 7 MRS, Beaver Creek Township, Greene County, State of Ohio and being a tract of land described as follows:

Beginning at a railroad spike set in the centerline of Hilltop Road, said point of beginning being located South forty-seven degrees forty-three minutes no seconds (47° 43' 00") West a distance of one hundred sixty-nine and 26/100 (169.26) feet from a railroad spike found at the southwest corner of a 0.54 acre tract of land conveyed to Seaboard Realty Co. by deed recorded in Volume 460, Page 128 of the Official Records of Greene County, Ohio.

thence with the centerline of Hilltop Road and a new division of land, South forty-seven degrees forty-three minutes no seconds (47° 43' 00") West for a distance of six hundred twenty-eight and 99/100 (628.99) feet to a railroad spike set;

thence still with a new division of land for the following six (6) courses, North twenty-eight degrees thirty-three minutes fifty-nine seconds (28° 33' 59") West for a distance of three hundred twenty-seven and 84/100 (327.84) feet to an iron pin set;

thence North two degrees forty-four minutes forty-one seconds (02° 44' 41") West for a distance of eight hundred sixty-seven and 42/100 (867.42) feet to an iron pin set;

thence South eighty-seven degrees thirty-nine minutes ten seconds (87° 39' 10") East for a distance of three hundred fifty and 00/100 (350.00) feet to an iron pin set;

thence South fifty-three degrees fifty-four minutes nineteen seconds (53° 54' 19") East for a distance of two hundred ninety-three and 24/100 (293.24) feet to an iron pin set;

thence South two degrees twenty minutes fifty seconds (02° 20' 50") West for a distance of four hundred forty and 00/100 (440.00) feet to an iron pin set;

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RECORDABLE

thence South forty-two degrees seventeen minutes no seconds (42° 17' 00") East for a distance of one hundred forty-one and 21/100 (141.21) feet to the point of beginning, containing twelve and 203/1000 (12.203) acres, more or less, subject, however to all covenants, conditions, restrictions, reservations and easements of record pertaining to the above described tract of land.

NOTES: The above description is based on a field survey performed by Cosler Engineering. Iron pins referred to as set are 5/8 inch diameter steel 30 inches in length with a yellow plastic cap stamped "COSLER 6393".

The above described land is part of that land conveyed to Seaboard Realty Co., by deed recorded in Volume 460, Page 128 of the Official Records of Greene County, Ohio.

RECORDABLE



Seaboard Realty Co.

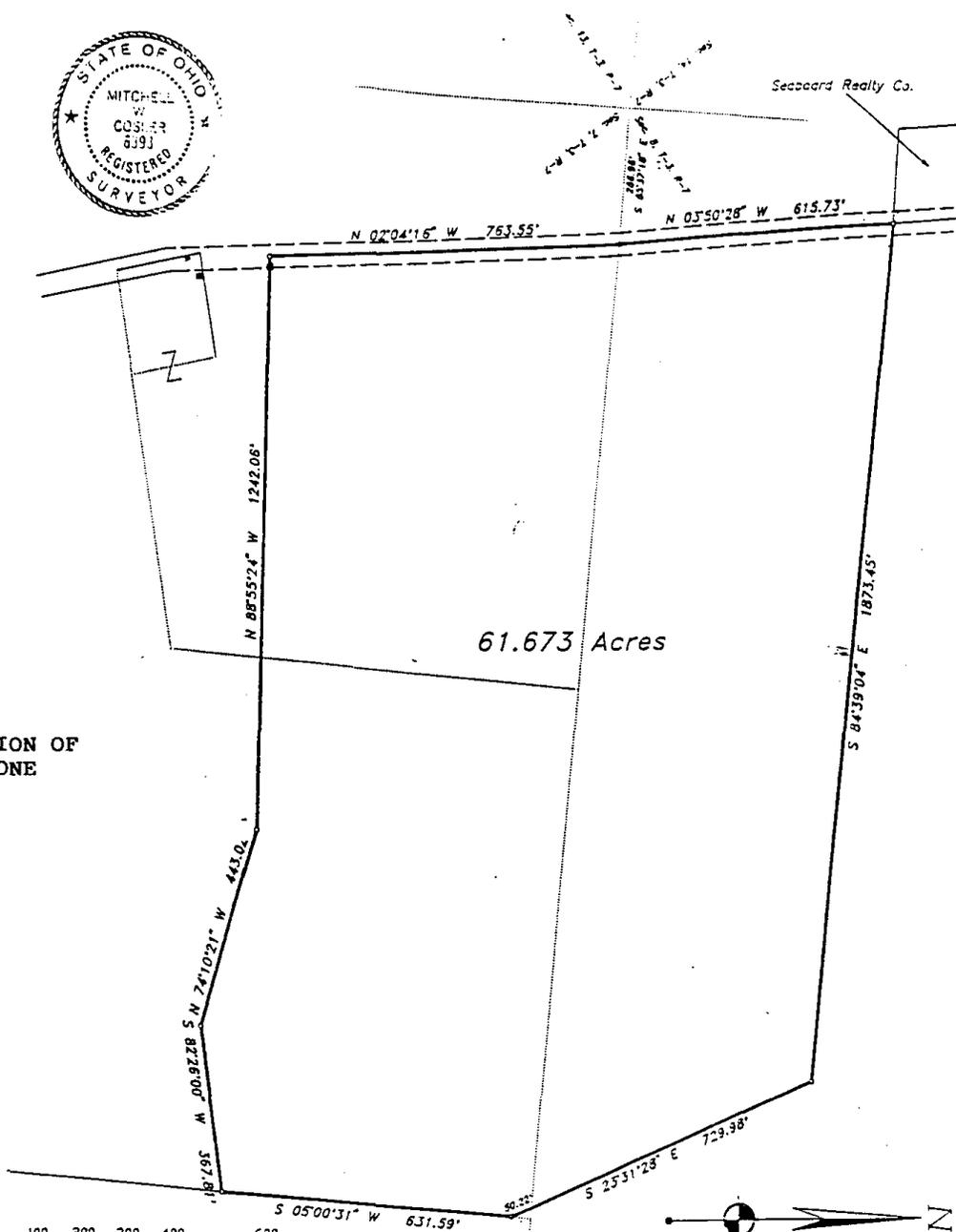
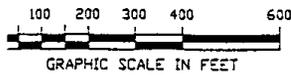


ILLUSTRATION OF TRACT ONE



VOL 1307 PG 433

SURVEYED BY: Mitchell W. Cosler
 REG. SURVEYOR NO. 6393

APPROVED GREENE COUNTY ENGINEER

By _____ Date _____

APPROVED BY: _____

ZONING _____ DATE _____

Seaboard Realty Co.
O.R. Volume 460, Page 128
Tract VIII

M/D:\1821\1899.dwg

GRANTOR _____

GRANTEE _____

LOCATION

Section 7 & 8 Town 3 Range 7

or Survey No. BEAVERCREEK TOWNSHIP.

GREENE COUNTY, OHIO

DATE AUGUST 5, 1992

RECORDED

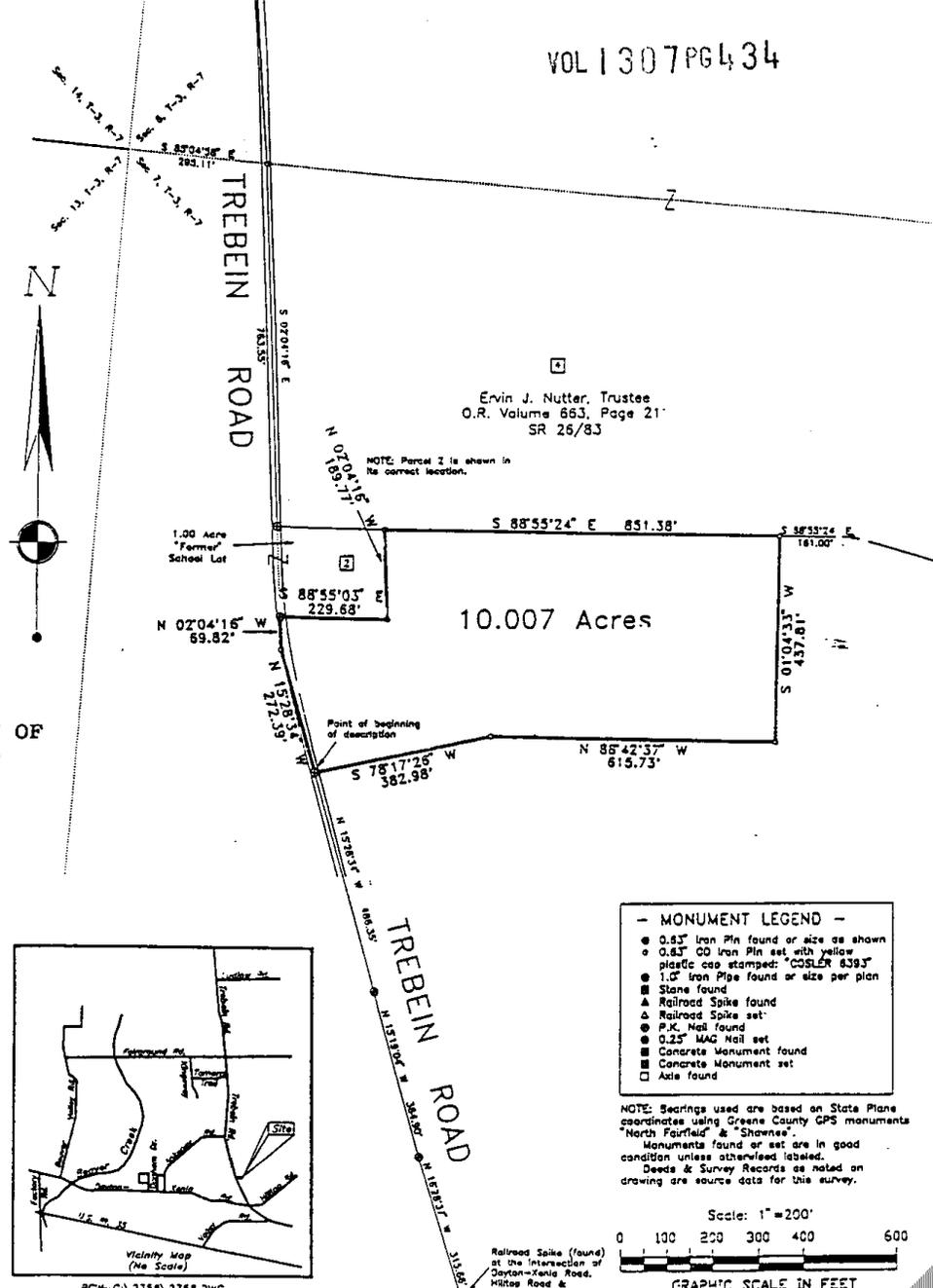
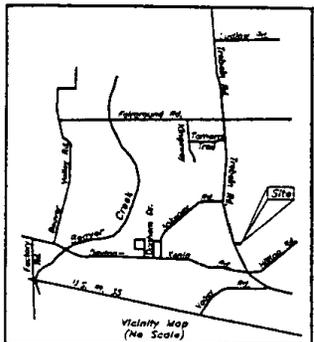


ILLUSTRATION OF TRACT TWO



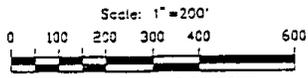
RGM-C:\2356\2358.DWG

SURVEYED BY: *Mitchell W. Cosler*
 REG SURVEYOR NO 6393
 APPROVED GREENE COUNTY ENGINEER
 By _____ Date _____
 APPROVED BY _____
 ZONING _____ DATE _____



- MONUMENT LEGEND -
- 0.63" Iron Pin found or size as shown
 - 0.63" CO Iron Pin set with yellow plastic cap stamped: "COSLER 6393"
 - 1.0" Iron Pipe found or size per plan
 - Stone found
 - ▲ Railroad Spike found
 - △ Railroad Spike set
 - P.K. Nail found
 - 0.25" MAG Nail set
 - Concrete Monument found
 - Concrete Monument set
 - Axis found

NOTE: Bearings used are based on State Plane coordinates using Greene County GPS monuments "North Fairfield" & "Shawnee".
 Monuments found or set are in good condition unless otherwise labeled.
 Deeds & Survey Records as noted on drawing are source data for this survey.



Scale: 1"=200'

GRANTOR: E.J. NUTTER

GRANTEE: _____

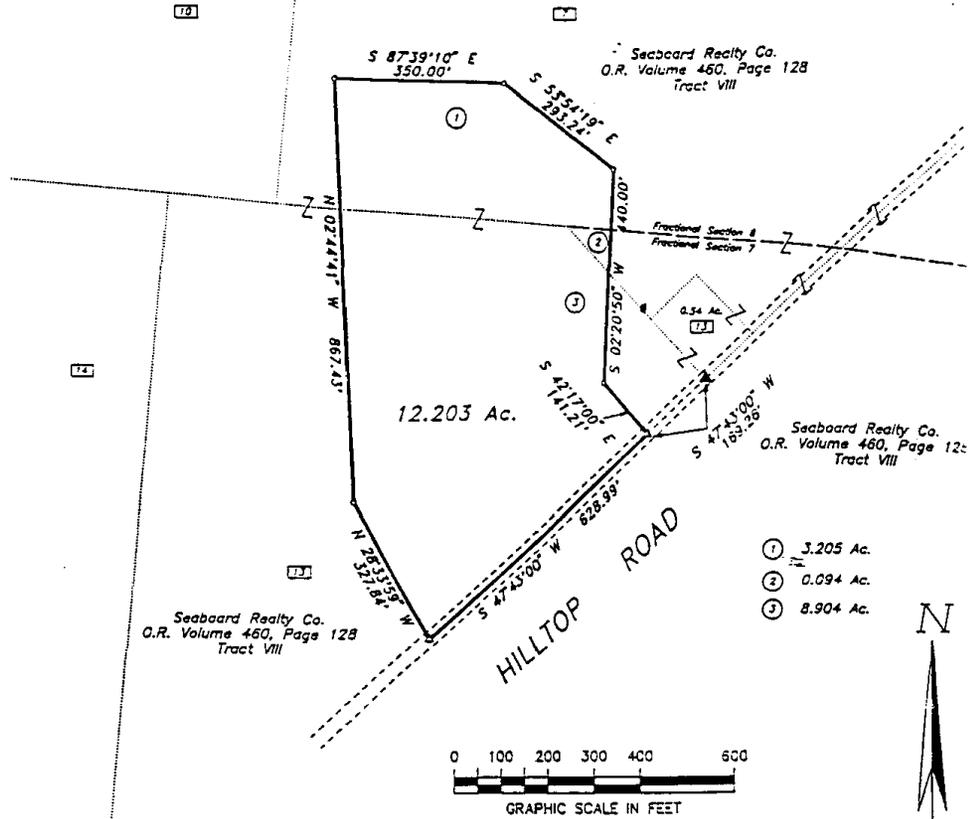
LOCATION: Section 7, Town 3, Range 7

or Survey No. BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO

DATE: December 5, 1996

RECORDABLE

ILLUSTRATION OF
TRACT THREE



- MONUMENT LEGEND -**
- 0.63" Iron Pin found or size as shown
 - 5/8" OD Iron Pin set with yellow plastic cap stamped "COSLER 6393"
 - 1.0" Iron Pipe found or size per plan
 - Stone found
 - ▲ Railroad Spike found
 - △ Railroad Spike set
 - P.M. Nail set
 - Concrete Monument found
 - Concrete Monument set
 - Aisle found

NOTE: Bearings used are based on an assumed azimuth and are for purposes of angular measurement only.
Monuments found or set are in good condition unless otherwise labeled.
Deeds & Survey Records as noted on drawing are source data for this survey.

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SURVEYED BY: Mitchell W. Cosler
REG. SURVEYOR NO. 6393

APPROVED GREENE COUNTY ENGINEER

By _____ Date _____

APPROVED BY: _____

ZONING _____ DATE _____



GRANTOR: SEABOARD REALTY CO.

GRANTEE: _____

LOCATION: 7 & 8 Town 3 Range 7

Section _____ or Survey No. BEAVERCREEK TOWN: _____

GREENE COUNTY, OHIO
DATE: February 28, 1992

RECORDED