

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

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.

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. Perry
Thomas M. O'Brien

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

Laura S Pezzot

BY: Robert W. Nutter
Robert W. Nutter, Member

STATE OF OHIO)
)
COUNTY OF GREENE) SS:

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Kenneth E. Nutter, in his capacity as a Member of NUTTER ENTERPRISES, LTD., an Ohio limited liability company, on behalf of the Company.

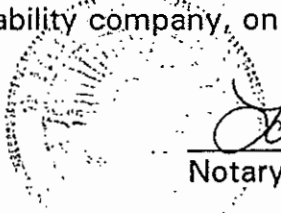


Laura S Pezzot
Notary Public

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

STATE OF OHIO)
)
COUNTY OF GREENE) SS:

The foregoing instrument was acknowledged before me on the 4th day of March, 1999, by Robert W. Nutter, in his capacity as a Member of NUTTER ENTERPRISES, LTD., an Ohio limited liability company, on behalf of the Company.



Laura S Pezzot
Notary Public

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

CONSENT OF EXEMPT PROPERTY OWNERS

All of the Owners of the Exempt Property have signed this Declaration to acknowledge their consent to this Declaration, and to the recording of the Declaration as an encumbrance on the Exempt Property.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

OWNER OF TRACT 1:

Nancy V. Magnon
Deignis Schmitt

Ervin J. Nutter
Ervin J. Nutter, Trustee

OWNERS OF TRACT 2:

Laura S. Pezzot

Kenneth E. Nutter
Kenneth E. Nutter

Thomas M. O'Connell

Laura S. Pezzot

Melinda R. Nutter
Melinda R. Nutter

Yamika Cummings

OWNERS OF TRACT 3:

Laura S. Pezzot

Robert W. Nutter
Robert W. Nutter

Thomas M. O'Connell

Laura S. Pezzot

Mary C. Nutter
Mary C. Nutter

Thomas M. O'Connell

STATE OF OHIO)
) SS:
COUNTY OF GREENE)

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




Thomas M. O'Connell
Notary Public

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


STATE OF OHIO)
)
COUNTY OF GREENE) SS:

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

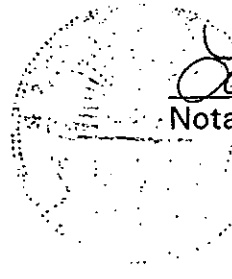
STATE OF OHIO)
)
COUNTY OF GREENE) SS:

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

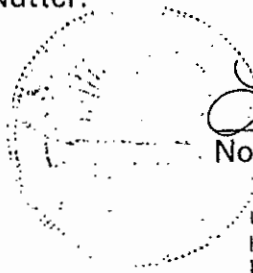
STATE OF OHIO)
)
COUNTY OF GREENE) SS:

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

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. Pezot
Notary Public

LAURA S. PEZOT, 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