

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 be 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 4<sup>th</sup> day of March, 1999.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

DEVELOPER:  
NUTTER ENTERPRISES, LTD.,

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.

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

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

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

Laura S. Bryant  
Thomas M. O'Brien

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

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Laura S. Pezzot

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

STATE OF OHIO )  
                              )    SS:  
COUNTY OF GREENE )

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> 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

STATE OF OHIO )  
                              )    SS:  
COUNTY OF GREENE )

LAURA S. PEZZOT, Notary Public  
My Commission Expires 09/30/00

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> 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  
My Commission Expires 09/30/00

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  
Virginia Schriber

Ervin J. Nutter  
Ervin J. Nutter, Trustee

OWNERS OF TRACT 2:

Laura S. Poynt

Kenneth E. Nutter  
Kenneth E. Nutter

Thomas M. Chinn

Laura S. Poynt

Melinda R. Nutter  
Melinda R. Nutter

Yamiko O'Connell

OWNERS OF TRACT 3:

Laura S. Poynt

Robert W. Nutter  
Robert W. Nutter

Thomas M. Chinn

Laura S. Poynt

Mary C. Nutter  
Mary C. Nutter

Thomas M. Chinn

STATE OF OHIO            )  
  )    SS:  
COUNTY OF GREENE    )

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

[Signature]  
Notary Public

THOMAS M. CHINN, Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147 Os.C.R.C.

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STATE OF OHIO )  
 )  
COUNTY OF GREENE ) SS:

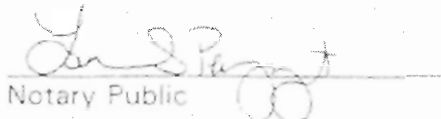
The foregoing instrument was acknowledged before me on the 1<sup>st</sup> day of March, 1999, by Kenneth E. Nutter.

  
Notary Public

STATE OF OHIO  
My Commission Expires

STATE OF OHIO )  
 )  
COUNTY OF GREENE ) SS:


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

  
Notary Public

STATE OF OHIO  
My Commission Expires

STATE OF OHIO )  
 )  
COUNTY OF GREENE ) SS:

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

  
Notary Public

STATE OF OHIO  
My Commission Expires

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

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

  
Notary Public

Laura J. Poynter, Notary Public  
in and for the State of Ohio  
My Commission Expires 06/30/2000

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°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°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°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°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°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°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°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°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°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°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°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°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;