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Eric C Sears

Greene County Recorder

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Pages 47

# THIRD AMENDMENT AND RESTATEMENT OF THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEEPLECHASE AT STONEHILL VILLAGE

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

1. **Background.** Developer adopted the original Supplemental Declaration on October 25, 2001. The Supplemental Declaration was recorded on October 29, 2001 at Volume 1619, Page 397, of the Official Records of Greene County, Ohio. Developer made the First Amendment to the Supplemental Declaration effective February 17, 2011, which was recorded on March 8, 2011 at Volume 3118, Page 351, of the Official Records of Greene County, Ohio. Developer made the Second Amendment to the Supplemental Declaration effective July 11, 2012, which was recorded on July 16, 2012 at Volume 3276, Page 040, of the Official Records of Greene County, Ohio. This Third Amendment and Restatement fully replaces and supersedes all prior versions of this document.

2. **Authority.** Section 8.19 of the Supplemental Declaration permits Developer to amend the Supplemental Declaration unilaterally during the Development Period, without any notice to, or consent, approval or signature of, any other party. Developer now exercises that right of in adopting this Third Amendment and Restatement.

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

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


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

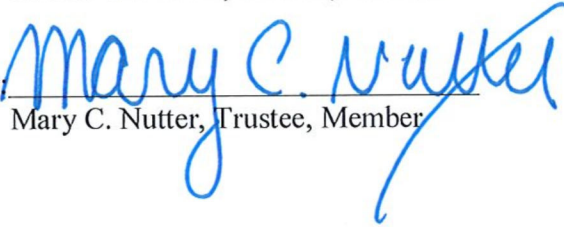
5. **Ratification.** Except as specifically modified herein, the Supplemental Declaration remains in full force and effect. The Developer ratifies and confirms the Supplemental Declaration, as amended and restated.

The Developer adopted this Third Amendment and Restatement of Supplemental Declaration of Covenants, Conditions and Restrictions for Steeplechase at Stonehill Village as of the date written above.

**DEVELOPER:**

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

By:   
Robert W. Nutter, Trustee, Member

By:   
Mary C. Nutter, Trustee, Member

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

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



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

  
\_\_\_\_\_  
Notary Public

**RESTATED**  
**SUPPLEMENTAL DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND**  
**RESTRICTIONS**  
**FOR**  
**STEEPLECHASE AT STONEHILL**  
**VILLAGE**

**Located At**

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

**This Document Prepared By**

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

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1000 Hilltop Road  
Xenia, Ohio 45385

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# **Restated Supplemental Declaration of Covenants, Conditions, and Restrictions for Steeplechase at Stonehill Village**

This Restated Supplemental Declaration is made by NUTTER ENTERPRISES, LTD., an Ohio limited liability company, effective as of October 29, 2001, the date on which the original Supplemental Declaration was first recorded at Volume 1619, Page 397, of the Official Records of Greene County, Ohio.

## **Article One Introduction**

### **Section 1.01 Background of Community**

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

### **Section 1.02 Purpose of Supplemental Declaration**

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

### **Section 1.03 Coordination with Declaration**

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

### **Section 1.04 Incorporation of Other Governing Documents**

This Supplemental Declaration is one of the Governing Documents for the Community. It is to be interpreted and enforced in conjunction with all of the other Governing Documents, and not as an independent instrument. Other documents referred to in this Supplemental Declaration are

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

### **Section 1.05 Defined Terms**

Words and phrases in this Supplemental Declaration that have specifically defined meanings are indicated with capital first letters. All of these defined terms have the same meanings as described in the Glossary of Defined Terms attached to the Declaration as Exhibit C.

### **Section 1.06 Interpretation**

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

### **Section 1.07 Exercise of Discretion**

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



the Executive Board, the Neighborhood Society and Council, and the Design Review Board where action by any of those entities is required or permitted.

## **Article Two**

### **Creation of Neighborhood**

#### **Section 2.01 Submission of Neighborhood**

In order to implement the Developer's plan of development for the Steeplechase Neighborhood, the Developer declares that all of that portion of the Stonehill Village 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 described in the Declaration and this Supplemental Declaration. The Declaration, this Supplemental Declaration, and all of the other Governing Documents are unconditionally binding upon all of the Property described on Exhibit A, and upon all Persons who own, occupy or use any portion of that Property.

#### **Section 2.02 Name of Neighborhood**

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

#### **Section 2.03 Activation**

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

#### **Section 2.04 Relationship to Community**

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

#### **Section 2.05 Subordination to Applicable Law**

This Supplemental Declaration is subject to Applicable Law of all Government Entities. This includes all conditions and requirements of Beaver Creek Township Zoning Case #671, any future

amendments of that Zoning Case, all other applicable zoning regulations, and applicable subdivision regulations of Greene County, Ohio.

## **Article Three**

### **Neighborhood Development Plan**

#### **Section 3.01 Neighborhood Concept Plan**

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

#### **Section 3.02 Permitted Uses**

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

#### **Section 3.03 Phasing of Development**

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

#### **Section 3.04 Common Areas**

Each Plat will show those portions of the Neighborhood that are designated as Common Area. Upon recording each Plat, the designated Common Area will be automatically activated as Functioning Common Area. Unless otherwise specifically indicated on a Plat, all Common Areas in this Neighborhood are Community Common Areas. After recording a Plat for the Neighborhood, the Developer will convey all of the Common Areas described on the Plat to the Association. This conveyance will be accomplished by recording a limited warranty deed from

the Developer to the Association. The Society for this Neighborhood will not own any legal title to any of the Common Areas.

### **Section 3.05 Design Controls**

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

### **Section 3.06 Protective Covenants and Restrictions**

All protective covenants and restrictions described in the Declaration apply to this Neighborhood. This Supplemental Declaration does not impose any additional protective covenants or restrictions for this Neighborhood.

## **Article Four Management of Neighborhood**

### **Section 4.01 Creation of Society**

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

### **Section 4.02 Purpose of Society**

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

**(a) Special Purpose of Society**

The Steeplechase Neighborhood Society will further serve the purpose of providing for the care and maintenance of Common Areas in the Neighborhood. This Neighborhood Society may also provide lawn care, landscaping, and other maintenance services for the Owners of Lots in the Neighborhood, to the extent and on the terms determined by the Society.

**Section 4.03 Structure and Powers of Society**

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

**Section 4.04 Assessments**

This Neighborhood Society does have the power to levy separate Assessments against the Owners and the Lots in the Neighborhood for the services it provides, subject to approval by the Association. The Neighborhood Society may also serve as the collection agent for the Assessments levied by the Association against the Owners and Lots in the Neighborhood. The power of the Neighborhood Society to levy and collect Assessments is subordinate to, and not independent of, the rights of the Association, as described in the Declaration and other Governing Documents.

**Section 4.05 Relationship to Association and Developer**

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

**Article Five  
Enforcement and Remedies**

**Section 5.01 Enforcement and Remedies**

All remedies and enforcement procedures described in Part Eight of the Declaration apply to this Supplemental Declaration to the same extent as if that Part were completely rewritten in this instrument.

## **Article Six**

### **Transition of Control**

#### **Section 6.01 Developer's Reservation of Rights**

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

#### **Section 6.02 Development Period and Transition**

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

#### **Section 6.03 Irrevocable Power of Attorney**

The irrevocable power of attorney in the Declaration also applies to all aspects of this Supplemental Declaration and the Steeplechase Neighborhood.

## **Article Seven**

### **Additional Terms and Conditions**

#### **Section 7.01 Use of Neighborhood Name**

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

#### **Section 7.02 Notice of Transfer**

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

### **Section 7.03 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 Supplemental Declaration or the other Governing Documents may be sent by ordinary postage prepaid mail, certified or registered mail, express delivery, hand delivery, telecopier, electronic transmission, or any other form of communication that results in conveyance of the information in a form then generally recognized as reliable. The party sending the notice will have the burden of proof that the notice was actually sent and received. Any notice to an Owner or Qualified Mortgagee must be addressed to the Owner's or Qualified Mortgagee's address as it then appears on the records of the Association.

### **Section 7.04 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 will be distributed to the Association to be held or used for the common benefit of the appropriate Members in the manner determined by the Board.

### **Section 7.05 Binding Effect**

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

### **Section 7.06 Constructive Notice and Acceptance**

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

## **Section 7.07 Covenants Running With Land**

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

## **Section 7.08 Mutuality**

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

## **Section 7.09 No Reverter**

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

## **Section 7.10 Duration**

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

## **Section 7.11 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 Supplemental Declaration are unlawful or void for violation of: (i) the rule against perpetuities; or (ii) any rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-One (21) years after the death of the last person who was then living on the date of death of the person who is President of the United States on the date this Supplemental Declaration is recorded.

## **Section 7.12 Computation of Time**

For purposes of computing any time requirements under this Supplemental Declaration, the term "days" means all calendar days, including Saturdays, Sundays and legal holidays, unless specific

reference is made to "Business Days." Where reference is made to a time requirement, the first whole or partial day of the applicable time period will be excluded and the last day of the applicable time period will be included.

### **Section 7.13 Headings**

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

### **Section 7.14 References**

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

### **Section 7.15 Inclusive Terms**

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

### **Section 7.16 Incorporation of Exhibits**

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

### **Section 7.17 Partial Invalidity**

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

### **Section 7.18 Conflict Within Supplemental Declaration or Amendments**

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

### **Section 7.19 Amendment**

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


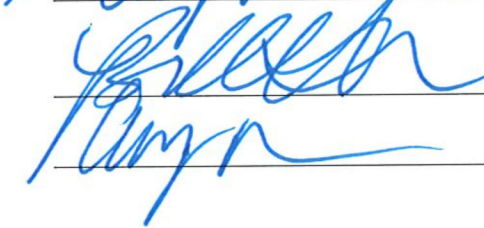


**Section 7.20 Governing Law**

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

This Restated Supplemental Declaration is adopted by the Developer on September 20, 2021, with the intent that it remain retroactively effective as of October 29, 2001.

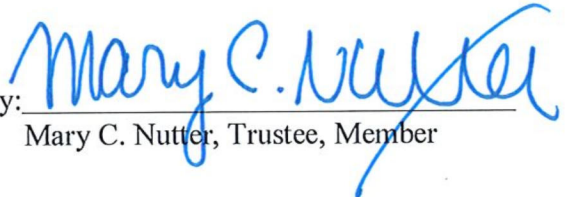
**WITNESSES:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**DEVELOPER:**

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

By:   
\_\_\_\_\_  
Robert W. Nutter, Trustee, Member


By:   
\_\_\_\_\_  
Mary C. Nutter, Trustee, Member

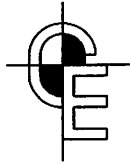
STATE OF OHIO                                    )  
  )  
  )    SS:  
COUNTY OF GREENE                         )

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



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

  
\_\_\_\_\_  
Notary Public



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

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

**EXHIBIT A**

**Legal Description of Neighborhood  
Third Amendment and Restatement of the Supplemental Declaration of Covenants,  
Conditions and Restrictions for Steeplechase at Stonehill Village**

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

Steeplechase of Stonehill Village, Section One "A"	P.C. 34, Pgs. 768A-769B	2.174 acres
Common Lot A	B03000200430001700	
Lot 22	B03000200430001800	
Lot 23	B03000200430001900	
Lot 24	B03000200430002000	

Steeplechase of Stonehill Village, Section One "B"	P.C. 34, Pgs. 868B-869B	8.402 acres
Lot 1	B03000200430002100	
Lot 2	B03000200430002200	
Lot 3	B03000200430002300	
Lot 4	B03000200430002400	
Lot 5	B03000200430002500	
Lot 6	B03000200430002600	
Lot 7	B03000200430002700	
Lot 8	B03000200430002800	
Lot 9	B03000200430002900	
Lot 10	B03000200430003000	
Lot 11	B03000200430003100	
Lot 12	B03000200430003200	
Lot 13	B03000200430003300	
Lot 14	B03000200430003400	
Lot 15	B03000200430003500	
Lot 16	B03000200430003600	
Lot 17	B03000200430003700	
Lot 18	B03000200430003800	
Lot 19	B03000200430003900	

Lot 20	B03000200430004000
Lot 21	B03000200430004100
Lot 25	B03000200430004200
Lot 26	B03000200430004300
Lot 27	B03000200430004400
Lot 28	B03000200430004500
Common Lot D	B03000200430015700
Common Lot E	B03000200430015800

Steeplechase at Stonehill Village, Section Two      P.C. 35, Pgs. 135A-137A      7.259 acres

Lot 43	B03000200430004600
Lot 44	B03000200430004700
Lot 45	B03000200430004800
Lot 46	B03000200430004900
Lot 47	B03000200430005000
Lot 48	B03000200430005100
Lot 49	B03000200430005200
Lot 50	B03000200430005300
Lot 51	B03000200430005400
Lot 52	B03000200430005500
Lot 53	B03000200430005600
Lot 54	B03000200430005700
Lot 55	B03000200430005800
Lot 56	B03000200430005900
Lot 57	B03000200430006000
Lot 58	B03000200430006100
Lot 59	B03000200430006200
Lot 60	B03000200430006300
Lot 61	B03000200430006400
Lot 62	B03000200430006500
Lot 63	B03000200430006600
Lot 64	B03000200430006700
Lot 65	B03000200430006800
Lot 66	B03000200430006900
Common Lot D	B03000200430007000

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

Lot 29	B03000200430007100
Lot 30	B03000200430007200
Lot 31	B03000200430007300
Lot 32	B03000200430007400

Lot 33	B03000200430007500
Lot 34	B03000200430007600
Lot 35	B03000200430007700
Lot 36	B03000200430007800
Lot 37	B03000200430007900
Lot 38	B03000200430008000
Lot 39	B03000200430008100
Lot 40	B03000200430008200
Lot 41	B03000200430008300
Lot 42	B03000200430008400
Common Lot E	B03000200430008500

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

Lot 67	B03000200430008700
Lot 68	B03000200430008800
Lot 69	B03000200430008900
Lot 70	B03000200430009000
Lot 71	B03000200430009100
Lot 72	B03000200430009200
Lot 73	B03000200430009300
Lot 74	B03000200430009400
Lot 75	B03000200430009500
Lot 76	B03000200430009600
Lot 77	B03000200430009700
Lot 78	B03000200430009800
Lot 79	B03000200430009900
Lot 80	B03000200430010000
Lot 81	B03000200430010100
Lot 82	B03000200430010200
Common Lot F	B03000200430015900
Common Lot G	B03000200430010300

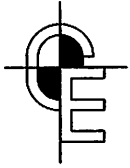
TOTAL AREA      32.952 acres

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 – Stonehill Development\Approvals  
 \Exhibit A for Steeplechase - Supplemental.docx





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

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

**EXHIBIT C**

**Legal Description of Section One  
Third Amendment and Restatement of the Supplemental Declaration of Covenants,  
Conditions and Restrictions for Steeplechase at Stonehill Village**

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

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Lot 10	B03000200430003000	
Lot 11	B03000200430003100	
Lot 12	B03000200430003200	
Lot 13	B03000200430003300	
Lot 14	B03000200430003400	
Lot 15	B03000200430003500	
Lot 16	B03000200430003600	
Lot 17	B03000200430003700	
Lot 18	B03000200430003800	
Lot 19	B03000200430003900	

Lot 20	B03000200430004000
Lot 21	B03000200430004100
Lot 25	B03000200430004200
Lot 26	B03000200430004300
Lot 27	B03000200430004400
Lot 28	B03000200430004500
Common Lot D	B03000200430015700
Common Lot E	B03000200430015800

TOTAL AREA 10.576 acres

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



Computer file: MITCH-PC3-D:\Civil 3D Projects\4751 - Stonehill Development\Approvals\Exhibit C Steeplechase - Supplemental.docx

DESCRIPTION CHECK  
 Greene County Engineer's Tax Map Dept.  
 Legally Sufficient As Described  
 Legally Sufficient With Corrections Needed  
 Legally Insufficient, New Survey Required  
 By: [Signature] Date: 08/29/22  
 PAR ID: DIST \_\_\_ BK \_\_\_ PG \_\_\_ PAR \_\_\_

*see parcel #'s ABOVE  
 (pages A-i thru A-iii  
 and C-i thru C-ii)*

**EXHIBIT D**  
**Canons of Order for Steeplechase Neighborhood Society, Inc.**

[BEGINS ON NEXT PAGE]