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Eric C Sears

Greene County Recorder

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Pages 47

FIRST AMENDMENT AND RESTATEMENT OF THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITE BARN TRAILS AT STONEHILL VILLAGE

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

1. **Background.** Developer adopted the original Supplemental Declaration on October 10, 2018. The Supplemental Declaration was recorded on October 12, 2018 at Instrument Number 2018017034 of the Official Records of Greene County, Ohio. This First 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 First Amendment and Restatement.
3. **Purpose of Amendment and Restatement.** Since the adoption of the Supplemental Declaration, 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, 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 White Barn Trails at Stonehill Village.
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.

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

RESTATED
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
WHITE BARN TRAILS AT STONEHILL
VILLAGE

Located At

STONEHILL VILLAGE
BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO

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Restated Supplemental Declaration of Covenants, Conditions, and Restrictions for White Barn Trails at Stonehill Village

This Restated Supplemental Declaration is made by NUTTER ENTERPRISES, LTD., an Ohio limited liability company, effective as of October 12, 2018, the date on which the original Supplemental Declaration was first recorded at Instrument Number 2018017034 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 Owner

G.A. White Development Company, LLC, an Ohio limited liability company, is the fee title holder to the premises which will comprise the Neighborhood. Nutter Enterprises, Ltd. is the "Developer" for the purposes of the Governing Documents.

Section 1.05 Exclusive Builder

G.A. White Homes, Inc., an Ohio corporation, is hereby designated as the sole member of the approved Builder Group for the White Barn Trails Neighborhood. This exclusive nature of designation shall be automatically revoked by the reacquisition by the Developer (or by a Related Entity) of the interest of G.A. White Development Company, LLC in the Property described on Exhibit A, following the occurrence of a “Termination Event” pursuant to the terms of the Land Purchase Agreement between KERWN Cyan, LLC (a Related Entity of Developer) and G.A. White Development Company, LLC dated May 2, 2014, as amended (the “Land Purchase Agreement”). G.A. White Homes, Inc. and G.A. White Development Company, LLC are collectively referred to herein as “G.A. White.”

Section 1.06 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 1.07 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 1.08 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 1.09 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 White Barn Trails at Stonehill Village Neighborhood, the Developer and G.A. White declare 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 "White Barn Trails at Stonehill Village." The abbreviated name of this Neighborhood is "White Barn Trails."

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 and G.A. White 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

White Barn Trails 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 White Barn Trails 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

White Barn Trails 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. 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, and upon completion of development of the Common Area and conveyance to Owners of 66.6% of the Lots in the phase of development indicated on the Plat, the Developer will convey, or cause the conveyance of, all of the Common Areas described on the Plat to the Association. The conveyances will be accomplished by recording a limited warranty deed from G.A. White to the Association. The Society for this Neighborhood will not own any legal title to any of the Common Areas. The Association may delegate all or specific portions of its maintenance and assessment responsibilities concerning Common Areas in this Neighborhood to the Neighborhood Society. G.A. White shall have the obligation to maintain all Common Areas until conveyed to the Association, to the same standards as the Association maintains the other Common Areas in the Community, at G.A. White's expense. After the Common Areas are conveyed to the Association, the Association will maintain the Common Areas, at the Association's expense. For so long as G.A. White owns any property in the Neighborhood, G.A. White is obligated to maintain, at its own expense, a bond in the amount of up to \$500,000.00, to insure the maintenance of the Common Areas until the development of the Neighborhood is complete (the "Maintenance Bond"). The specific amount of the bond must be approved in writing by the Developer and G.A. White. G.A. White must provide written proof of the existence and amount of the Maintenance Bond to the Association and the Developer on an annual basis. In the event that development activity results in additional maintenance expenses for the Common Areas, beyond typical maintenance expenses incurred in other similar parts of the Community, the Association will be entitled to recover the additional maintenance expenses from G.A. White or the Maintenance Bond. If G.A. White no longer owns any property in the Neighborhood, all of G.A. White's obligations noted in this Section shall terminate.

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 White Barn Trails 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 C, 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 White Barn Trails 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.

Section 4.03 Further Purpose of Society

White Barn Trails Neighborhood Society may also serve the purpose of providing for the care and maintenance of Common Areas in the Neighborhood, if and to the extent the Association delegates these responsibilities. The White Barn Trails Neighborhood Society may request that the Association 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 and the Association.

Section 4.04 Structure and Powers of Society

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

Section 4.05 Assessments

This Neighborhood Society does have the power to levy 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 4.06 Relationship to Association and Developer

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

Article Five Enforcement and Remedies

Section 5.01 Enforcement and Remedies

All remedies and enforcement procedures described in 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 White Barn Trails 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 White Barn Trails Neighborhood.

Article Seven

Additional Terms and Conditions

Section 7.01 Conveyance of Property to Builder

Prior to recording this Supplemental Declaration, the Developer, through its Related Entity KERWN Cyan, LLC, conveyed all of the real property described on attached Exhibit A to G.A. White, pursuant to the terms of the Land Purchase Agreement. The purposes of the conveyance was to enable G.A. White to construct all of the site improvements and to sell all of the Lots in the Neighborhood. Notwithstanding the ownership by G.A. White of the property constituting the Neighborhood and its work in developing the property, Nutter Enterprises, Ltd. remains the Developer of the Neighborhood for all purposes under Master Declaration and other Governing Documents.

Section 7.02 Use of Neighborhood Name

No Person will have the right to use the name "White Barn Trails," 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 White Barn Trails at Stonehill Village. The Neighborhood Society is entitled to use the name White Barn Trails in its name.

Section 7.03 Notice of Transfer

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

Section 7.04 Notices

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

addressed to the Owner's or Qualified Mortgagee's address as it then appears on the records of the Association.

Section 7.05 Condemnation

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

Section 7.06 Binding Effect

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

Section 7.07 Constructive Notice and Acceptance

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

Section 7.08 Covenants Running With Land

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

Section 7.09 Mutuality

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

Section 7.10 No Reverter

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

Section 7.11 Duration

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

Section 7.12 Time Limits (Perpetuities)

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

Section 7.13 Computation of Time

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

Section 7.14 Headings

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

Section 7.15 References

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

Section 7.16 Inclusive Terms

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

Section 7.17 Incorporation of Exhibits

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

Section 7.18 Partial Invalidity

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

Section 7.19 Conflict Within Supplemental Declaration or Amendments

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

Section 7.20 Amendment

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



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

**First Amendment and Restatement of the Supplemental Declaration of Covenants,
Conditions and Restrictions for White Barn Trails at Stonehill Village**

Located in Sections 8 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:

White Barn Trails at Stonehill Village, Section 1 (part of) P.C. 38, Pgs. 321B-322B	23.920 acres
Less Lots 1 & 2	-1.455 acres
Less Lots 4 & 5	-0.896 acres
Less Lots 10 & 11	-0.693 acres
Lot 3	B03000200430019300
Lot 6	B03000200430019600
Lot 7	B03000200430019700
Lot 8	B03000200430019800
Lot 9	B03000200430019900
Lot 12	B03000200430020200
Lot 13	B03000200430020300
Lot 14	B03000200430020400
Lot 15	B03000200430020500
Lot 16	B03000200430020600
Lot 17	B03000200430020700
Lot 18	B03000200430020800
Lot 19	B03000200430020900
Lot 20	B03000200430021000
Lot 21	B03000200430021100
Lot 22	B03000200430021200
Lot 23	B03000200430021300
Lot 24	B03000200430021400
Lot 25	B03000200430021500
Lot 26	B03000200430021600
Lot 27	B03000200430021700
Lot 28	B03000200430021800

Lot 29	B03000200430021900
Lot 30	B03000200430022000
Lot 31	B03000200430022100
Lot 32	B03000200430022200
Lot 33	B03000200430022300
Lot 34	B03000200430022400
Lot 35	B03000200430022500
Common Lot A	B03000200430022600
Common Lot B	B03000200430022700
Common Lot C	B03000200430022800
Common Lot D	B03000200430022900
Common Lot E	B03000200430023000
Common Lot F	B03000200430023100

White Barn Trails at Stonehill Village, Section 1 Replat of Lots 1 & 2	P.C. 39, Pgs. 144B-145A	1.455 acres
Lot 1A	B03000200430019100	

White Barn Trails at Stonehill Village, Section 1 Replat of Lots 4 & 5	P.C. 39, Pgs. 74A-74B	0.896 acres
Lot 4A	B03000200430019400	

White Barn Trails at Stonehill Village, Section 1 Replat of Lots 10 & 11	P.C. 39, Pgs. 166A-166B	0.693 acres
Lot 10A	B03000200430020000	

White Barn Trails at Stonehill Village, Section 2 (part of)	P.C. 39, Pgs. 206B-208A	12.478 acres
Less Lots 41 & 42		-1.017 acres
Less Lots 43 & 44		-0.894 acres
Lot 36	B03000200430023400	
Lot 37	B03000200430023500	
Lot 38	B03000200430023600	
Lot 39	B03000200430023700	
Lot 40	B03000200430023800	
Lot 45	B03000200430024300	
Lot 46	B03000200430024400	
Lot 47	B03000200430024500	
Lot 48	B03000200430024600	
Lot 49	B03000200430024700	
Lot 50	B03000200430024800	
Lot 51	B03000200430024900	

Lot 52	B03000200430025000
Lot 53	B03000200430025100
Lot 54	B03000200430025200
Lot 55	B03000200430025300
Lot 56	B03000200430025400
Lot 57	B03000200430025500
Lot 58	B03000200430025600
Lot 59	B03000200430025700
Common Lot G	B03000200430025800
Common Lot H	B03000200430025900

White Barn Trails at Stonehill Village, Section 2 Replat of Lots 41 & 42 Lot 41A	P.C. 39, Pgs. 212A-212B B03000200430023900	1.017 acres
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White Barn Trails at Stonehill Village, Section 2 Replat of Lots 43 & 44 Lot 43A	P.C. 39, Pgs. 213A-213B B03000200430024100	0.894 acres
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Remaining part of an original 45.888 acre tract of land conveyed to G.A. White Development Co., LLC by deed recorded in O.R. 3504, Page 752 (Survey Record 40, Pages 146) B03000200430001600	9.490 acres
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TOTAL AREA	45.888 acres
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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 White Barn Trails - 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: *MW* Date: *08/24/22*
 PAR ID: DIST ___ BK ___ PG ___ PAR ___
see parcel #'s ABOVE
(pages A-i thru A-iii)

EXHIBIT C
Canons of Order for White Barn Trails Neighborhood Society, Inc.

[BEGINS ON NEXT PAGE]