

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE CENTER FOR BUSINESS AND EDUCATION

Yellow Springs, Ohio

MAR 13 AM 9:24
140.03
MARY L. HERRIS
CLERK CO. RECORDER
OHIO
THIS DECLARATION is made as of February 24, 2006, by THE EDUCATION VILLAGE, INC., an Ohio non-profit corporation ("Declarant"), under the following circumstances:

A. Declarant is the owner of the real property consisting of approximately 46 acres as more fully described in Exhibit A attached to this Declaration (the "Property").

B. Declarant desires to submit the Property to the covenants, conditions, restrictions and easements set forth in this Declaration.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to this Declaration.

SECTION 1. DEFINITIONS.

For purposes of this Declaration, unless the context otherwise requires, the words listed in this Section shall have the following meanings:

- 1.1 Antioch: Antioch University, an Ohio non-profit educational corporation, and its successors and assigns as owners of the Antioch Site.
- 1.2 Antioch McGregor Facility: The regional education center that Antioch has agreed to construct on the Antioch Site.
- 1.3 Antioch Site: The portion of the Property consisting of approximately 10 acres, as more fully described on Exhibit B attached to this Declaration, on which Antioch will construct the Antioch McGregor Facility.
- 1.4 Architectural Guidelines: The set of standards, rules and regulations that may be adopted by the Architectural Review Committee pursuant to Section 3.3 below for the purpose of interpreting and implementing the provisions of Section 4.

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all Owners and occupants of the Property.
- (c) The preservation, beautification and maintenance of the Property and all Improvements.
- (d) The preservation and promotion of environmental quality.
- (e) The establishment of requirements for the development of the Property relating to land use, architectural features and site planning.

SECTION 3. ARCHITECTURAL REVIEW COMMITTEE

3.1 The Architectural Review Committee contemplated by this Declaration shall consist of not less than one person and not more than three persons, all of whom shall have architectural and/or building design experience. Any one or more members of the Committee may, but need not be, an Owner of or a tenant on a Lot. Initially, the Architectural Review Committee shall consist of one person, Ted Donnell of K4 Greene Architecture LLC, who has been appointed by Declarant.

3.2 So long as Declarant owns one or more Lots, it shall appoint all members of the Architectural Review Committee. After Declarant no longer owns any Lots, the Association (if one is established pursuant to Section 7) or a majority of the Owners (based on the acreage of such Owners' Lots) shall have the right to select and remove members of the Committee by a simple majority vote (based on the acreage of the Lots or such other voting allocation as may be set forth in the documents establishing the Association, if applicable). If at any time after Declarant is no longer appointing the members of the Architectural Review Committee, Antioch objects to the selection of any person to the Committee who is approved by the Association (or, if applicable, the majority of Owners) but not by Antioch, the Architectural Review Committee shall be reconstituted into a committee of three persons, appointed as follows: one shall be appointed by the Association or majority of Owners, as applicable; one shall be appointed by Antioch; and the third shall be appointed by the first two members, but if the two members are unable to agree upon the selection of the third member, the parties shall request the Village Manager or other chief executive of the Village of Yellow Springs to make the selection.

3.3 The Architectural Review Committee may, from time to time, in its sole discretion, adopt, amend and/or repeal by simple majority vote various standards, procedures, rules and/or regulations which shall be known as "Architectural Guidelines." These Guidelines shall aid in the interpretation and implementation of the provisions of this Declaration and shall provide standards and procedures for Committee review of plans and specifications with respect to design, placement of buildings, landscaping, color schemes, exterior materials and other items within the Committee's jurisdiction which may be recommended for use on the Property. In

formulating the Architectural Guidelines, the Committee shall endeavor to provide harmony between the architecture of the Antioch McGregor Facility and the Improvements constructed on the balance of the Property. All Architectural Guidelines shall be consistent with the provisions of this Declaration, and if any conflict exists between the provisions of such Guidelines and the provisions of this Declaration, the provisions of this Declaration shall control.

3.4 Neither Declarant, the Architectural Review Committee, the Association nor any member of the Committee or the Association, nor any agent of Declarant, the Committee or the Association shall be liable to any applicant under Section 4, to any applicant for a variance under either Section 4 or 6, or to any third party for any damage, loss or expense suffered or claimed by such applicant or any third party on account of (a) any defect in plans or specifications submitted, revised, approved or rejected in accordance with the Covenants and Restrictions or for any structural or other defects in any work done according to the plans and specifications; (b) the granting, modification or denial of any application or variance request in accordance with the Covenants and Restrictions; or (c) the development of any part of the Property.

SECTION 4. APPROVAL OF PLANS.

4.1 Before any work may commence for the construction, erection, placing, installation, or alteration of any Improvement on any Lot, the Owner of that Lot must first submit to the Architectural Review Committee for review a complete set of building or installation plans and specifications for the Improvement including, without limitation, the plot layout; complete building design and specification details with elevations and floor plans; all exterior elevations with proposed materials and colors; grading, surface drainage and drainage swale plans; screening, fencing and landscaping plans; driveway curb cut widths and locations; a traffic engineering analysis showing traffic flow patterns and all driveways, driveway intersections with streets, parking areas, loading areas, storage areas, and sidewalks; an estimate of the maximum number of employees contemplated for the operations to be conducted from the proposed Improvements together with the hours of the shifts during which they would work; plans for all signs including location, design, color, dimensions and lighting; a plan showing any retention or detention ponds and any waste disposal areas; a description of the operations proposed to be conducted from the Improvements in sufficient detail to determine if they are permitted uses under all applicable zoning ordinances and under this Declaration including the extent of any noise, odor, glare, vibration, smoke, dust, fumes, gases, hazards of fire and/or explosion, radiation, radioactivity, toxicity of substances used, electrical radiation, liquid wastes or other performance characteristics or properties that may be relevant under existing zoning ordinances, under any applicable environmental laws, regulations, standards, restrictions or orders or under this Declaration; any plans for the solution or containment of any problem indicated in the immediately preceding clause; any underground utility or other installations; and any overhead wiring, cables or other above-ground installation plans including locations and dimensions of poles and/or satellite dishes. The Committee, at its discretion, may waive the requirement for any of the foregoing plans that it deems are not applicable or material. All of such plans shall be submitted over the signature of the Owner or the Owner's proposed or actual lessee who is affected by the proposed Improvements. Any changes in approved plans or specifications which

materially affect building or other Improvement size, placement or external appearance must also be submitted for review by the Committee before any such changes may be effected.

4.2 The Architectural Review Committee shall approve, reject or modify such plans in a writing sent to the Owner and/or lessee in question not more than 30 days after the plans are submitted to the Committee. Among the factors that the Committee shall consider are the adequacy of the Lot dimensions for the proposed Improvements; the general conformity and harmony of the proposed external design with existing neighboring structures; effect of the location and proposed use of the Improvements upon neighboring Lots, their occupants, and the operations conducted thereon; the topography, grade and ground elevation of the Lot for which the Improvements are proposed in relation to the neighboring Lots; proper facing on the main elevation of the proposed Improvements with respect to adjacent streets; the adequacy of screening for mechanical, air-conditioning, rooftop and/or other external installations which are proposed as part of the Improvements; and compliance with the Architectural Guidelines and the provisions of this Declaration. The Committee shall not unreasonably withhold approval of any plans that conform in every way with the Architectural Guidelines, this Declaration and the general character of the development on neighboring Lots within the Property. If the Committee fails to approve, disapprove or modify the plans within the above 30-day period, the Committee's approval shall be deemed to have been given, and no further permission shall be needed before the Improvements described in such plans may be constructed or installed. However, in no event shall any Improvements be constructed or installed which violate any terms of this Declaration even if the Committee has expressly approved such construction or installation in writing unless the Committee has granted a variance in writing for such Improvements pursuant to Section 6.

4.3 No building or other Improvement shall be constructed, erected, placed, installed, permitted to remain on or altered in such a way as to put any part of the same between the boundary line of the Lot and any setback line established by applicable zoning or on the recorded plat of which the Lot is a part.

4.4 All Improvements on any Lot shall be started not more than one year after the date they are approved under this Section 4 and shall be completed within a reasonable time after the beginning of construction or installation. In the event that an Owner fails to comply with the requirements of this Section, any prior approvals related to the Improvements in question shall be deemed revoked.

4.5 No temporary structure shall be permitted to remain on any Lot after completion of the construction on that Lot.

4.6 The Committee may establish and require reasonable review fees to be submitted with each application for approval of proposed Improvements. The amount or rates to be charged for reviewing applications shall be subject to the approval of Declarant, or if the Declarant no longer owns any Lots, the Association or majority of Lot Owners.

4.7 All decisions of the Architectural Review Committee shall be determined by a majority of its members.

SECTION 5. PERMITTED USES; GENERAL RESTRICTIONS

5.1 Permitted Uses. All Lots shall be used solely for office, commercial, medical, educational, assembly, research, servicing, light industrial, warehousing and distribution purposes and for services related to those uses. Only the Antioch Site may also be used for post-secondary educational purposes. Food service, sales office, and other retail uses shall be permitted as incidental uses to a primary use. Light manufacturing activities shall be permitted provided that they are confined within a building or buildings and do not contribute noise, dust, smoke, fumes, light, toxic emissions or vibrations to the surrounding environment to an extent materially greater than, or otherwise incompatible with, other uses on the Property, and do not present any significant hazard due to the nature of the products, materials, or processes involved.

5.2 Prohibited Uses. The following operations, activities and uses shall not be permitted on any part of the Property:

- (a) Any residential use other than hotels;
- (b) Any industrial or manufacturing use, operation or activity, except within the limitations stated in Section 5.1;
- (c) Any restaurant of the type commonly known as a fast food restaurant;
- (d) Gasoline service stations;
- (e) Any retail use other than as an incidental part of a primary use;
- (f) Any activity violating any applicable federal, state or local law, ordinance, regulation, standard, order or rule;
- (g) Any use that is offensive because of emission or odors, fumes, dust, smoke, gas, any toxic product, or other form of pollution or by reason of noise or vibration;
- (h) Any activity that causes danger to any person or property on any other part of the Property;
- (i) Drive-in theaters;
- (j) Automobile repair or painting establishments;
- (k) Automobile retail or used sales lots or businesses;
- (l) Junkyard;
- (m) Concrete or asphalt central mixing plant;

- (n) Dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse;
- (o) Refining of petroleum or its products;
- (p) Smelting of iron, tin, zinc or any other ores;
- (q) Cemeteries;
- (r) Wood and lumber bulk processing, including sawmills, planing mills and wood-preserving treatment facilities or activities;
- (s) Any form of penal institution;
- (t) Any quarrying or other form of excavation activity;
- (u) Any activity involving blasting operations;
- (v) Any activity that may cause electro-mechanical or electro-magnetic disturbances;
- (w) Any activity involving disturbance to others because of radiation, air or water pollution;
- (x) Post-secondary educational uses, except on the Antioch Site or except as an incidental part of another principal use or as otherwise approved by Antioch;
- (y) Any form of adult entertainment or any business which principally features sexually explicit products or drug paraphernalia; and
- (z) Any other activity not specifically authorized or permitted by Section 5.1 of this Section 5 or by a variance granted pursuant to the provisions of this Declaration.

5.3 Exterior Surfaces. All exterior walls of all buildings constructed on the Property shall be constructed from ground level to eave height of brick, stone, brick or stone veneer, steel or other metal, glass, pre-cast concrete panels, or any other commercial masonry construction material other than concrete blocks or cinder blocks. This restriction shall not be construed to prohibit wood facias, wood trims, decorative concrete masonry units, and similar decorative features, subject to the Architectural Guidelines.

5.4 Signs. No sign shall be erected or maintained on any Lot, except in conformity with the zoning restrictions of the Village of Yellow Springs and the following:

- (a) Signs visible from the exterior of any building may be lighted, but no signs shall be devised or constructed so as to rotate, blink or move in any animated

fashion. All lighted signs shall be supplied by underground power or by a means otherwise not visible and shall be externally illuminated or back-lit in a manner permitted by the Architectural Guidelines or otherwise approved by the Architectural Review Committee.

(b) Signs shall be restricted to advertising only the party operating the use conducted on the Lot or the products produced or sold thereon.

(c) A sign advertising the sale or lease of the Lot shall be permitted in addition to the other signs listed in this section. This sign shall not exceed a maximum area of twenty (20) square feet.

(d) One (1) construction sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction on any Lot.

(e) Any sign that Declarant may desire to use in connection with the sale or rental of any part of the Property owned by Declarant shall be permitted provided that it conforms to all applicable zoning ordinances and regulations.

(f) Subject to compliance with any applicable Architectural Guidelines, special purpose signs may be used to give directions to traffic or pedestrians or to give instructions as to special conditions, and community directional and/or identification signs may be used to give directions to and identify areas within the Property.

5.5 Parking.

(a) All parking spaces shall be not less than nine (9) feet wide and nineteen (19) feet long exclusive of driveways and adequate maneuvering space, and shall be connected directly with the street by means of a paved driveway.

(b) The following minimum parking space requirements shall apply depending on the use made of each Lot:

Office Use: Three (3) parking spaces for each one thousand (1,000) square feet of total office space (excluding restrooms, equipment areas, elevator shafts and pedestrian corridors).

Research, light manufacturing and assembly: Two (2) parking spaces for each three (3) employees but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor area.

Warehouse and all other uses: Reviewed and approved on an individual basis by the Architectural Review Committee.

If there is more than one shift of employees in any activity conducted on any Lot, the shift with the largest number of employees shall be used in determining the above parking requirements.

(c) No parking shall be permitted on any part of the Property in violation of any applicable local laws or ordinances. In the event of any conflict between the provisions of this Declaration and such ordinances, the more restrictive requirement shall control.

5.6 Loading and Storage Areas.

(a) All loading and storage areas shall be located inside closed buildings or at the rear of the building or buildings located on the Lot. With the prior written approval of the Architectural Review Committee, loading areas may be located at the side of a building provided that the entire area is screened from view by landscaping or other appropriate screening arrangements specified by the Committee. No such areas shall encroach into any set-back area shown on the plat for the Property or shall face any street.

(b) No vehicles shall be repaired outside of any buildings, and no inoperative vehicles may remain parked on any part of any Lot outside of a building for more than five (5) consecutive days.

(c) No waste materials, supplies, apparatus, finished or semi-finished products shall be stored outside any building unless those items are appropriately screened from view.

(d) All screening permitted under this Section 5.7 must be approved in writing by the Architectural Review Committee before the activity to be screened is initiated and before any such screening is actually constructed or installed.

5.7 Landscaping.

(a) The front yard set-back area and all other unpaved areas not utilized for parking on each Lot shall be landscaped with an effective combination of trees, grass, lawn cover, shrubbery and/or flowers. The entire area between the curb of each adjacent street and the building set-back line other than that portion which may be occupied by a sidewalk shall also be appropriately landscaped.

(b) All undeveloped areas of each Lot shall be maintained free of weeds and other unsightly growth.

(c) All parking areas shall be bordered or fenced by appropriate trees or shrubs and/or a fence in such a manner as to interrupt or screen those areas from view from any adjacent Lot or street.

(d) Any shrubs, trees or other plants used for screening purposes shall be of such maturity when first planted that they may reasonably be expected to reach the required screening height within not more than three (3) years after the initial planting. All dead or diseased shrubs, trees or other plants shall be promptly replaced.

(e) All landscaped areas shall be maintained in an attractive, well-kept condition.

(f) All landscaping shall be maintained so as not to create any traffic hazards.

(g) All landscaping approved by the Architectural Review Committee shall be installed not more than one hundred twenty (120) days from the initial date of occupancy or the completion date of the building on the Lot, whichever is earlier.

5.8 Trash and Refuse Collection. All trash, garbage, refuse or other rubbish shall be deposited only in covered sanitary containers screened from the view of the nearest street and from any adjacent Lot. No garbage or refuse collection area or containers shall be permitted between the adjacent street and the building set-back line on any Lot.

SECTION 6. VARIANCES

6.1 To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of the Declaration, so long as Declarant owns one or more Lots on the Property, Declarant may grant reasonable variances from the provisions of this Declaration. After Declarant no longer owns any Lot, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions of Sections 4 and/or 5. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant without the written consent of every party so injured or affected.

6.2 No variance granted pursuant to the authority of this Section 6 shall constitute a waiver of any provision of the Declaration as applied to any other party or any other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

6.3 All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

6.4 The Architectural Review Committee shall have the right to approve alternates to or other variations from the Architectural Guidelines without the necessity of granting a formal variance. Approval of plans and specifications by the Architectural Review Committee containing items that do not conform to the Architectural Guidelines shall constitute sufficient authority to depart from the Architectural Guidelines.

SECTION 7. OWNER'S ASSOCIATION

7.1 During the process of developing the Property, Declarant may establish that certain land and/or facilities are for the common use and benefit of the Owners. The common facilities may include, for example (but not be limited to), roadways, drainage areas and facilities, signs, landscaped areas, paths, trails, utility facilities and/or open areas. Any such common areas and facilities so designated by Declarant are referred to as the "Common Property."

7.2 Declarant reserves the right, at any time while this Declaration is in force and Declarant is the Owner of a Lot, to establish the Association to own, operate, maintain, manage, repair and replace the Common Property and/or to assume any rights and duties of Declarant under this Declaration, including, but not limited to, the right to select the members of the Architectural Review Committee.

7.3 The Association, if formed, shall have the power to levy assessments by which the Owners shall be charged their proportionate share of the costs of maintaining the Common Property and all other expenses of the Association. These assessments, if unpaid, may be secured by filing liens on the Owner's Lot. The method of determining each Owner's share of the assessments shall be determined in a manner Declarant, in its judgment, deems reasonable, and may be based upon the relative size (acreage) of the Lots, the square footage of buildings on the Lots, the values of the properties as determined by the taxing authorities, the relative benefits obtained by the Lots, or other methods selected by Declarant.

7.4 If an Association is formed, Declarant shall also establish a Code of Regulations for the Association governing the conduct of its affairs. The Code of Regulations shall include, without limitation, a requirement that the members of the Association will consist of all of the Owners; the establishment of a three-person Board of Directors, each with a term of three years and with the terms staggered so that one Director is elected each year; the election of the Directors by majority vote of the Owners; the voting rights of the members (which shall not be substantially dissimilar from their proportionate shares for purposes of the assessments); the powers of the Board of Directors; annual meetings of the members and regular meetings of the Board of Directors; procedures for replacing Directors when they resign or are removed from office; service by the Board of Directors without any fee or compensation; the method of electing officers of the Board and the powers of those officers; the method of budgeting and collecting assessments; quorum requirements for both the annual meeting of the members and the regular meetings of the Board of Directors; and other matters as appropriate for an Association of the type contemplated by this Section.

7.5 Each Owner, by acceptance of a deed to a Lot, consents to the formation of an Association by Declarant, agrees to be a member of the Association, if formed, and agrees that its Lot will be bound by the covenants, conditions, agreements, assessments and liens of the nature described above when and if the Association is formed.

SECTION 8. MAINTENANCE

All Lots and all Improvements placed thereon, whether occupied or unoccupied, shall at all times be maintained in good condition and repair.

SECTION 9. TELEPHONE AND ELECTRICAL SERVICE

All on-site electrical lines and telephone lines shall be placed underground. Any transformer or terminal equipment above ground shall be screened from view from the adjacent street and any adjacent Lots.

SECTION 10. ENFORCEMENT AND REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

10.1 Declarant, the Architectural Review Committee and/or any Owner shall have the right to enforce the Covenants and Restrictions. Enforcement may be made by prosecuting any proceeding against the party or parties violating or attempting to violate any one or more of the Covenants and Restrictions. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent or remove the violation.

10.2 In addition to the rights stated in Section 10.1, Declarant, so long as it owns one or more Lots, and/or the Architectural Review Committee, shall have the right to enter upon any part of the Property at any reasonable time to inspect for a possible violation or breach of the Covenants and Restrictions. Where the inspection shows that a violation or breach of the Covenants and Restrictions exists, Declarant and/or the Committee shall then have the right to require that the Owner abate and remove any structure, thing or condition causing such violation at the expense of the Owner of the Lot where the violation exists.

10.3 The remedies specified in this Section 10 are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation or breach of the Covenants and Restrictions.

10.4 In any proceeding for the enforcement of any of the provisions of this Declaration or for the restraint of a violation of any such provision, the losing party shall pay the reasonable attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in that proceeding.

10.5 No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any of the provisions of this Declaration shall be held to be a waiver by such party of, or an estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision of this Declaration shall be construed so as to place upon Declarant or any other aggrieved party any duty to take any action to enforce this Declaration.

SECTION 11. AMENDMENTS TO DECLARATION

11.1 This Declaration may be amended only if approved by (a) Declarant, if Declarant is the Owner of one or more Lots and (b) such additional Owners, if any, as may be necessary to constitute approval by Owners representing 75% of the total acreage of the Lots. Such amendment may be recorded by the filing of an affidavit setting forth the amendment and evidencing that the requisite approvals have been obtained.

11.2 No amendment of this Declaration shall (a) require any change in any pre-existing structure or other Improvement which is in compliance with the provisions of Section 4 immediately prior to the effective date of the amendment; or (b) require any change in a use complying with the provisions of Section 5 as of the date immediately preceding the effective date of the amendment, without the written consent of each party so affected or required to make any such change.

SECTION 12. DURATION AND TERMINATION

12.1 All of the Covenants and Restrictions contained in this Declaration are declared to be in furtherance of a general plan for the subdivision, improvement, sale and use of the Property. All of the Covenants and Restrictions shall run with the land and shall be binding upon and inure to the benefit of Declarant, all owners, lessees, occupants and their respective successors in interest until the thirtieth (30th) anniversary of the recording of this Declaration, unless amended or terminated prior to that date pursuant to the terms of this Declaration. These Covenants and Restrictions shall be automatically extended for consecutive terms of ten (10) years each commencing on the thirtieth (30th) anniversary of the date of recording, unless terminated pursuant to Section 12.2.

12.2 This Declaration may be terminated with respect to all of the Property by recording a written instrument providing for such termination executed by (a) Antioch, as the Owner of the Antioch Site, (b) Declarant, if Declarant then owns one or more Lots, and (c) such additional Owners, if any, as may be necessary (in conjunction with Antioch and Declarant) to constitute the Owners of not less than 80% of the acreage of all of the Lots.

SECTION 13. SEVERABILITY

If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any of the other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

SECTION 14. ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

14.1 Declarant may assign any and/or all of its rights, powers and reservations contained herein to any other party who will assume the duties of Declarant pertaining to the rights, powers and/or reservations assigned, provided that the assignee is either (a) an entity controlling, controlled by, or under common control with Declarant, (b) the Association or (c) a third-party successor to Declarant, but only if the assignment to the third-party successor is

approved by Antioch. Such assignment of rights, powers and/or reservations and the assumption of related duties by the assignee shall be set forth in writing, and such written instrument shall be recorded.

14.2 The term "Declarant" as used in this Declaration shall include any such assignee and such assignee's successors and assigns with respect to the rights, powers and/or reservations expressly assigned and the duties and obligations expressly assumed.

SECTION 15. GENDER AND NUMBER

Whenever the masculine gender is used in this Declaration, it shall be deemed to include the feminine and neuter. Whenever the singular is used in this Declaration, it shall be deemed, where appropriate in the context used, to include the plural, and vice versa.

SECTION 16. CONFORMITY TO GOVERNMENTAL REGULATIONS

16.1 If any provision of this Declaration is also the subject of any law or regulation established by any federal, state or local government, the stricter of the standards shall prevail.

16.2 No provision of this Declaration shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail.

SIGNED this Feb 24, 2006.

THE EDUCATION VILLAGE, INC.

By: Dan Young
Name: Dan Young
Title: President

STATE OF OHIO)
COUNTY OF Greene) SS:

The foregoing instrument was acknowledged before me this 24th day of February, 2006, by Dan Young, President of The Education Village, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Wayne E. Southard
Notary Public

Notary Public, State of Ohio
My Commission Expires 12/31/2008
Sec. 21147.02 O. R. C.

VOL 2544 PG 325

This Instrument Prepared By:

Robert M. Curry, Esq.
Thompson Hine LLP
2000 Courthouse Plaza, NE
10 West Second Street
Dayton, Ohio 45402

412589.6

VOL 2544 PG 326

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "A"

PARCEL I:

SITUATE IN THE TOWNSHIP OF MIAMI, COUNTY OF GREENE AND STATE OF OHIO AND LOCATED IN SEC 26, T. 4, R. 8, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE CENTERLINE OF EAST ENON ROAD AT THE NORTHEAST CORNER OF A 14.913 ACRE TRACT OF LAND BELONGING TO VERNAY LABORATORIES, INC., AS RECORDED IN DEED BOOK NO. 365, PAGE 130; THENCE WITH THE NORTH LINE OF SAID 14.913 ACRE TRACT S. 68° 35' W. FOR 1332.77 FEET TO AN IRON PIN IN THE EAST LINE OF LANDS BELONGING TO R. H. & R. M. BENNER; THENCE WITH THE EAST LINE OF SAID BENNER LANDS, N. 13° 19' 20" W. FOR 22.07 FEET TO AN IRON PIN IN THE NORTHEAST CORNER OF SAID BENNER LANDS; THENCE WITH THE NORTH LINE OF SAID BENNER LANDS S. 78° 51' 40" W. FOR 92.77 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID NORTH LINE S. 69° 56' 30" W. FOR 679.97 FEET TO AN IRON PIN IN THE ONE-HALF SECTION LINE; THENCE WITH SAID ONE-HALF SECTION LINE N. 0° 31' 50" E. FOR 1052.15 FEET TO AN IRON PIN IN THE CENTER OF SAID SEC. 26; THENCE WITH THE ONE-HALF SECTION LINE S. 89° 28' 50" E. FOR 1905.25 FEET TO AN IRON PIN IN THE CENTERLINE OF EAST ENON ROAD; THENCE WITH SAID CENTERLINE S. 10° 47' E. FOR 324.26 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.259 ACRES.

PARCEL II:

SITUATE IN THE TOWNSHIP OF MIAMI IN THE COUNTY OF GREENE AND STATE OF OHIO, AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWN 4, RANGE 8:

BEGINNING AT A RAILROAD SPIKE AT THE INTERSECTION OF THE CENTERLINE OF THE DAYTON YELLOW SPRINGS ROAD AND THE ENON ROAD; THENCE S. 69° 0' W. 1316.49 FEET WITH THE DAYTON YELLOW SPRINGS ROAD TO A RAILROAD SPIKE; THENCE N. 12° 22' 30" W. 491.50 FEET TO AN IRON BAR PASSING AN IRON BAR AT 20.30 FEET; THENCE N. 68° 35' E. 1332.08 FEET TO A RAILROAD SPIKE IN THE CENTER OF THE ENON ROAD, PASSING A CROSS CUT IN THE CONCRETE AT 1316.60 FEET; THENCE S. 10° 47' E. 503.66 FEET TO THE PLACE OF BEGINNING, CONTAINING 14.913 ACRES AS SURVEYED BY GEORGE S. LAMBERT, JR., SPRINGFIELD, OHIO.

Description Check

Greene County Engineer's Tax Map Dept.

☒ **Legally Sufficient As Described**

☐ **Legally Sufficient With Corrections Noted**

☐ **Legally Insufficient - New Survey Required**

By: [Signature] Date: 7-1-04

Par ID: Dist. 16 16 1 PG 6 PAR 24, 25

**Survey Recorded In
Greene County Surveyor's
Record No. 13 Page 196**