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DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

FOR

SAUNTON SUBDIVISION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the \(\frac{57''}{1200} \) day of \(\frac{52}{200} \), by Premier Properties, Inc. an Ohio corporation of 287 N. Parkview Ave., Columbus, Ohio 43209 ("Developer").

- A. Developer is the owner of the real property more fully described in <u>Exhibit A</u> attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and
- B. Developer desires to develop the Property into a residential subdivision, and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and
- C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and
- D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, casements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may TRAKSPER become

CONVEYANCE TAX
EXEMPT

TS

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

THORUS AUDITOR

FRANKLIN COUNTY AUDITOR

FRANKLIN COUNTY, OHIO

owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

- This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of Saunton Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent purcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of Saunton, Developer may re-record this Declaration with an anached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Saunton may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.
- B. Developer shall cause to be formed an association for the purpose of carrying out and performing certain obligations as described herein. The purpose of the association is to own and/or maintain certain portions of the Property on behalf of the various owners of Lots in the subdivision, and said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. As specifically provided hereinafter, (i) membership in the Association shall be mandatory for all Lot owners; (ii) the Association shall be required to maintain the common areas in Saunton, and the funding of such maintenance shall be the legally enforceable obligation of each Lot owner; and (iii) the obligations of the Association and its individual members shall be enforceable by each Lot owner, by the Developer, and by the Association.

II. DEFINITIONS

- A. "Annual Assessment" amount to be paid to the Association by each Owner annually.
- B. "Assessments" collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

- C. "Association" the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named Saunton Homeowners' Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.
- D. "Association Documents" the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.
 - E. "Board" the board of trustees or other management body of the Association.
- F. "Common Expenses" expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the subdivision is completely developed and all Lots are resident occupied.
- G. "Common Property" all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.
- H. "Developer" Premier Properties, Inc. and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.
- I. "Improvements" all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, potes, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.
- J. "Lot" a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-

platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

- K. "Lot Assessment" an assessment that the Board may tovy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.
- L. "Manager" the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.
- M. "Member" any person or entity entitled to membership in the Association, as provided for in Article VII.
 - N. "Operating Fund" the fund established pursuant to Article IX.
- O. "Owner" the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.
- P. "Property" all of the real property described in <u>Exhibit A</u> attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.
- Q. "Rules" the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.
- R. "Special Assessment" an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.
- S. "State" the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.
 - T. "Turnover Date" the date described in Article VII, Paragraph B.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all improvements; and
 - D Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

- A. <u>Use of Lots</u>. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board.
- B. <u>Use of Common Property</u>. Any Common Property may be used only in accordance with the purposes for which it is intended and, subject to any governmental requirements (including but not limited to zoning limitations) for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.
- C. <u>Hazardous Actions or Materials</u>. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing

on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

- D. <u>Signs.</u> No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in the Common Area.
- E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be property restrained and shall not permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Board's discretion.
- F. <u>Nuisances</u>. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.
- G. <u>Business</u>. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.
- H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.
- I. <u>Hotel/Transient Uses: Leases.</u> No Lot may be used for hotel or transient uses, itteluding without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or

similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

- The Board shall be entitled to create and enforce reasonable rules concerning the parking
 of any vehicle permitted in the Common Property. In addition to its authority to levy Lot
 Assessments as penalties for the violation of such rules, the Board shall be authorized to
 cause the removal of any vehicle violating such rules.
- 2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed structure shielded from view). The Board may permit the occasional, nonrecurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such yehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

K. <u>Trash</u>. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened

from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the lot. Composting is not permitted on any Lot.

- L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.
- M. <u>Utility Lines</u>. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.
- N. <u>Tanks</u>. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.
- O. <u>Street Trees</u>. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.
- P. <u>Mailbox</u>. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.
- Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and Design Review Board.

R. Fencing.

The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

 Fences or walls should be constructed of wood, wrought iron, stone or brick.
 Certain styles of aluminum, plastic or vinyl fences may be approved by the Design Review Board, but and in no event shall chain link or other metal or wire fencing be permitted. Dark painted wire mesh or plastic mesh attached to the inside of an approved fence is permitted. A specific fence standard may be imposed, either by the attachment of an exhibit to this Declaration, or by Design Review Board action following the recordation hereof;

- No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;
- 3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
- 4. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent lot owners to connect thereto with fencing), or (ii) set back not less than three feet from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

The Declarant has the right to mandate the use of one or more specific fence styles by publishing a detail containing the construction specifications therefor. Such an election may be made by the attachment hereto of such a detail as Exhibit C, or by the later filing of an amendment or supplement hereto containing the fence detail(s). If no Exhibit C is attached hereto, Declarant has not elected to require specific fencing at this time. Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. <u>Swimming Pools</u>. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Lot and having (i) a water surface area in excess of 36 square feet; or (ii) a filtration system of any description. This Paragraph shall not be intended to prohibit the installation of a hot tub or sauna.

T. Compliance With Zoning Requirements.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as

such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ics) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification. The following standards have been imposed by zoning requirement:

- Walls and fences used in connection with single family houses may be utilized to define spaces such as private gardens, patios, pools, etc., rather than delineating lot lines. Privacy fences and walls, in all cases, shall be limited to small enclosures around the house, unless the developer provides for such as part of the overall subdivision plan. Fences and walls shall be architectural extensions of the house or other buildings, and shall be constructed using like materials and colors as the house or that complement the building architecture.
- 2. All swimming pools/spas shall be located in the rear yard, within the building line of the site, completely enclosed by fencing and screening from adjoining properties. All swimming pools shall be in-ground construction. The swimming pool/spa equipment shall be within the enclosure and completely screened from adjoining properties.
- Storage of maintenance equipment shall be within garages or storage structures. Such items should not be visible from streets, common open spaces or adjacent lots or developments.
- Sport and recreational equipment such as basketball backboards and supports, swing sets and other children's play facilities shall be permitted, provided they are screened from adjoining properties.

V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. <u>Design Review Board</u>. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Trustees shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. The Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the owner(s) of each Lot shall have I vote (one vote per lot, regardless of the number of owners). The then current Board shall handle the

administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

- B. <u>Modifications</u>. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. <u>No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.</u>
- C. <u>Variances</u>. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. Variances requests must be submitted in writing and a fee may be charged for the submission of a variance application. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.
- D. <u>Improvements by Developer</u>. Notwithstanding any of the foregoing to the contrary, all improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, or approved thereby in connection with the initial construction of a home on any Lot, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

VI. EASEMENTS AND LICENSES

- A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules and applicable governmental regulations. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitess. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.
- B. <u>Right of Entry for Repair</u>. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.
- Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other

portions of a Lot, or to any improvements thereon, Developer shall be responsible for the restoration of such portions or improvements at Developer's sole cost.

- D. <u>Easement for Services</u>. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.
- Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of E. Saunton, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Developer, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. Restricted Use Zones.

- 1. Any areas designated on the recorded plat(s) or re-plat(s) of Saunton, in prior deed restrictions, elsewhere herein or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to feneing. Landscaping may be located in no-build zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;
- Any areas designated on the recorded plat(s) or re-plat(s) of Saunton, in prior deed
 restrictions, elsewhere herein or on Exhibit B, as "Non-Disturbance" zones shall be
 construed to be No-Build Zones, except that owners may not enter upon Non-Disturbance
 zones, or perform any maintenance or locate any Improvements, without the prior
 approval of the Developer;
- Any areas designated on the recorded plat(s) or re-plat(s) of Saunton, in prior deed
 restrictions, elsewhere herein or on Exhibit B, as "Buffer" areas are deemed to be No-

Build Zones. The Developer may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) such landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Any areas designated on the recorded plat(s) or re-plat(s) of Saunton, in prior deed restrictions, elsewhere herein or on Exhibit B, as "Preservation" zones shall be construed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or 'poisonous' plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and πο Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone, but dead or dying plants may not be removed without the prior written approval of the Association unless the same pose an imminent danger of falling that is likely to result in injury or damage to person or property.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

- A. <u>Membership</u>. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in Saunton such Owner agrees to and acknowledges being a member of the Association having an obligation to pay assessments as described herein. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.
- B. <u>Governance</u>. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Tumover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Tumover Date. The transfer of control on the

Turnover Date shall take place at a meeting which shall occur within approximately six months of the end of the year in which the Developer ceases to own at least one Lot at the subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Developer expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit B discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Developer, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.
- B. <u>Personal Property and Real Property for Common Use</u>. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.
- C. <u>Cost-Sharing Agreements</u>. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.
- D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate

unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

- E. <u>Implied Rights.</u> The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.
- F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

- 1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.
- 2. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article X Paragraph D. (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.
- 3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.
- H. <u>Condemnation</u>. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any

condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. <u>Books, Records.</u> Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

IX. ASSESSMENTS

- A. <u>Operating Fund</u>. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.
- B. <u>Types of Assessments</u>. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.
- C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.
- D. <u>Special Assessments</u>. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.
- E. Lot Assessments. The Board may levy a Lnt Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses

chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. A special fee in the form of a Lot Assessment may be charged by the Design Review Board for the consideration of a design review application relative to Improvements constructed on any Lot without the Board's prior written approval. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

- 1. <u>Interest; Late Charge.</u> If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.
- 2. <u>Liability for Unpaid Assessments</u>. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on hehalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.
- 3. <u>Liens.</u> All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be

encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. <u>Vote on Association Matters: Use of Common Property.</u> If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

- A. <u>Maintenance by Association</u>. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.
- B. <u>Maintenance by Owner</u>. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.
- C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.
- D. <u>Damage to Common Property By Owner or Occupant</u>. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

XI. MISCELLANEOUS

- A. <u>Term.</u> This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.
- B. <u>Enforcement: Waiver</u>. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of lackes and statute of limitations in connection with the enforcement of this Declaration or the Rules.
- Amendments. Until the Turnover Date Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

- D. Developer's Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or after Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignce to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, after, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.
- E. <u>Developer's Rights to Replat Developer's Property.</u> Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.
- F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:
 - (a) any proposed amendment of this Declaration;
 - (b) any proposed termination of the Association; and
 - (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

- G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.
- H. <u>Severability</u>. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.
- 1. <u>Captions</u>. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.
- J. <u>Notices</u>. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

PREMIER PROPERTIES, INC.

an Qhio corporation

Brien Tuckerman, President

STATE OF OHIO)	
)	SS:
COUNTY OF FRANKLIN)	

The foregoing instrument was acknowledged before me this \sum day of 2004, by Brian Tuckerman, the President of Premier Properties, Inc., an Ohio corporation, on behalf of the corporation.

COURTNEY A. HALLER NOTARY PUBLIC - OHIO

Notary Public My conmission expires 9-9-13.

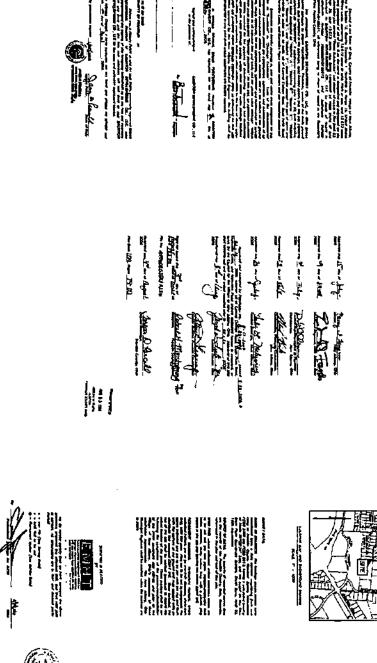
This instrument Prepared By David A. Dye, Esq., SWEDLOW, BUTLER, LEVINE, LEWIS & DYE CO., LPA, 10 W. Broad Street, Suite 2400, Columbus, Ohio 43215

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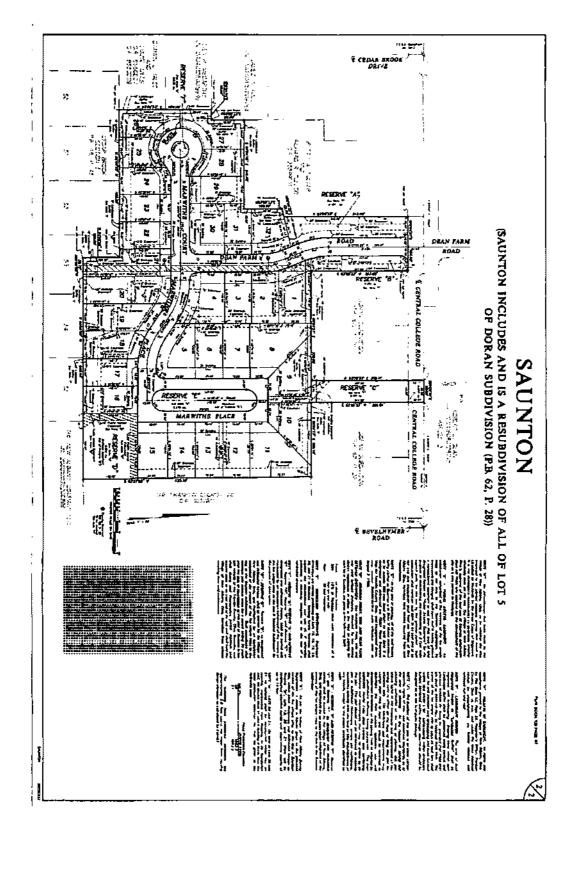


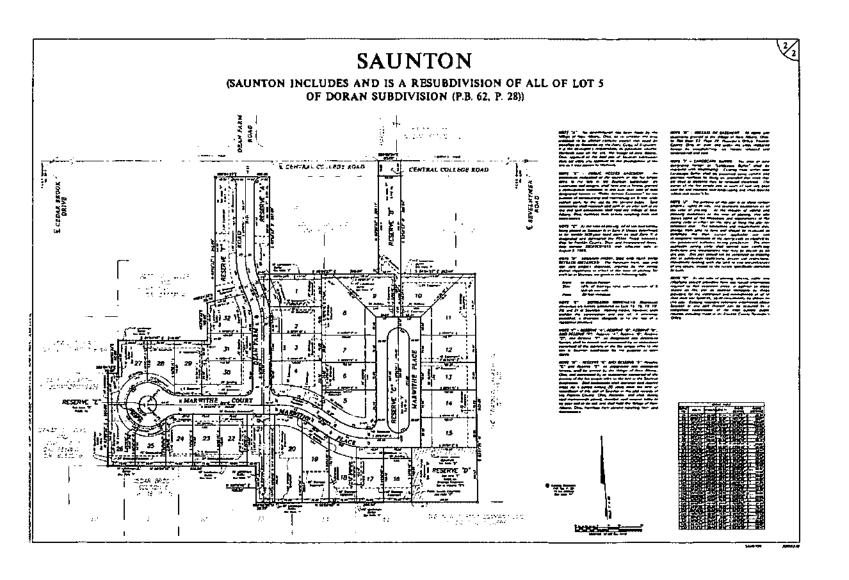
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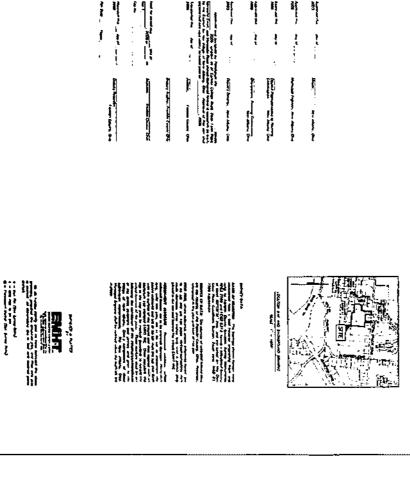
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reason including, by way of illustration and not limitation, non-use of the Master Association froperties or any services provided by the Master Association or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Master Association or required to be taken or performed by the Master Association or Board of Trustees under the Master Community Documents, or to provide some service required or permitted to be provided under the terms of this Declaration or for inconvenience or discomfort ariling from the on behalf of the Owner under the Master Community Documenus; and (diser Assessments for the services which may be provided Fursuant to Sections 10.29 and/or 10.30. The Base, Special, Default and User Assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Privately Owned Site against which each such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the Owner of such Privately Owned Site at ð comply with the personal obligation of the Owner of such Privately Owned Sittle time when the Assessment fell due. No Owner may walve or otherwise exempt himself from liability for A sessments for any making of repairs or improvements which are the responsibility the Master Association, or from any action taken to comply with law, ordinance or any order or directive of any municipal or of governmental authority. imitation, any alleged failure of the Master Associatrustees to take some action, perform some function ot

The Assessments levied by Section 8.2. <u>Purpose of Assessments</u>. The Assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of The New Albany Communities, to pay for services provided to the Owners pursuant to the terms of this Declaration and for the acquisition, improvement and maintenance of the Master Association Properties, including, but not limited to, the payment of taxel insurance thereon, and repair, replacement, and additions thereserve accounts, the cost of labor, equipment, materials, management, and supervision, the salary or fee of the Manager, administrative costs and the payment of interest and principal Association. administrative costs and the payment funds borrowed by the Master Associat menagement, and administrative

Section 8.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute them to the Owners at least On or before December Representatives shall have the opportunity to discuss them at the annual meeting of the Board. The Community annual meeting prior to their final approval. On or before Decembles of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Master Association's Base for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Master Association Properties which must be replaced on a periodic basis, and for taxes, capital Improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund.

Section 8.4. Calculation and Apportiquent of Base
Assessments. For the purpose of providing funds for the items
specified in subsections 9.1.2, 9.1.3 and 9.1.4, the Board shall for
each year, commencing with the year 1991, fix and assess the Base
Assessment against each Privitely Owned Site, which Base Assessment
shall be equal to the product of (a) the then current Assessment
shall be equal to the product of (a) the then current Assessment
shall be equal to the product of which is an amount equal to the total
Base Assessment then being levied by the Master Association and the
denominator of which is the aggregate current Assessed Valuation of
all privately Owned Sites. Once established, except for correction
of a clerical error, the Assessed Valuation for each year for any increase or decrease in the real estate tax
for that year for any increase or decrease in the real estate tax
valuation of such Privately Owned Site by reason of any complaint
filed pursuant to Ohio Revised Code Section 5715.01 or otherwise.
Notwithstanding any other provision of this Declaration, for 5 increased annually on January 1 | .F.I. for the preceding 12 month purposes of Base Assessments, the Assessed Valuation for the Facilities shall be \$3,000,000, increased annually on January the percentage interest in the C.F.I. for the preceding 12 motoriod ending September 30.

8.4.1. As soon as shall be practicable in each year, the stater Association shall cause to be sent to each Owner a written statement providing the amount of the Base Assessment with respect to such Privately Owned Sire for the year in question.

Master Association Properties. In the event the Declarant pays Base costs of operating the Master Association and the Master Association and the Master Association Properties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all privately Owned Sites in the same proportion as the Base Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Master Association and the any deficit incurred in operating the Master Association and the many deficit incurred in operating the Master Association and the any deficit incurred in operating the Master Association and the any deficit incurred in operating the Master Association and the any deficit incurred in operating the master the Declarant pays Base Assessment and Association and the angle of the Association and the angle of the Master Association and the Association a year. Assessment for that

the Supplemental Declaration incorporating them into The New Albany ö shall be profated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Properties Annexed to The New Albany Communicies on the day of the recording the conveyance Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as terivately Owned Site on the day of the closing of the conveyance the Privately Owned Site to an Owner. The first Base Assessment

Communities, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter. The Master Association may agree with the Community Associations for the Master Association to collect Base or Special Assessments of the Community Associations on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Community Association's lien community basis. Collection of the Community Association's lien shall not prevent the creation of the Community Association's lien against any Privately Owned Site or affect the Community Association's ability to enforce or collect its Assessments as Association's ability to enforce if they are not remitted to the Communities, and an remaining in the carring in the

may levy, in any Assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25s percent of the gross annual budget of the Board for that year shall require the affirmative vote of at least 67s of the total votes eligible to he cast by the Voting Members at a special meeting of the Voting Members duly called as provided in the Code of Regulations for that purpose, written notice of which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments levied pursuant to this subsection shall be payable by owners in such manner and at such times as determined by the Board so determines. Special Assessment is approved, if the Board so determines. Special Assessment shall be segregated into a separate Section 8.6. Special Assessments. In addition to the Base Assessments authorized by Section 8.1 hereof, the Board of Trustees may levy, in any Assessment year, a Special Assessment, for the collected. determines. Special Assessments snall be bey account and may only be used for the purpose

Section 8.7. <u>Default Assersments</u>. All monetary fines assessed against an Owner pursuant to the Master Community Documents, or any expense of the Master Association which is the obligation of an Owner or which is incurred by the Master Association on behalf of the Owner pursuant to the Master Community Documents, shall be a Default Assessment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to the date.

User Assessments security, provided in addition to the Base Section 8.8. User Assessments. In addition to the Assessments the Board may levy User Assessments for any cable television and/or telephone services which may be pursuant to the provisions of this Declaration

levied pursuant to this Section shall be payable by the Owners in such manner and at such times as determined by the Board.

its sole discretion, may take any or all of the following actions: Remedies Section 8.9. <u>Effect of Mon-payment of Assessment Lien; Remedithe Master Association</u>. Any Assessment installment, whether of its. Special, or Default Assessment, which is not paid within 30 % of its due date shall be delinquent. In the event that an the Master Association installment becomes delinquent, Assossment

- Assess a late charge of not less than 5% of the amount; 8.9.1. delinquent
- 8.9.2. Assess an interest charge from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;
- Suspend the voting rights of the Owner during any 8.9.3. Suspedenty; period of
- 8.9.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 8.9.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments:
- File a statement of lien with respect to the Site, and foreclose on the Privately Owned Site 8.9.6. File a statement of Privately Owned Site, and foreclose Set forth in more detail below; and
- 8.9.7. Suspend the rights of the Owner to use the Master Association Properties and the Community Association Properties during any period of delinquency.

as provided for the costs, and reasonable Promident or a Vice President of the Master Association or by the Manager, if any, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Master Association may have in its records for the Owner of the Privately Owned Site. Thirty Cays following the mailing of such notice, the Master Association may following the mailing of such notice, the master as provided for the The Master Association may file a statement of lien by recording with the Recorder of the county in which the Site is located, a written statement with respect to such Site, setting forth the name of the Owner, the legal description of the Site, the name of the Master Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Master Association or by the Manager, if any, and which shall be served upon the Owner of the Master Association following the mailing of such notice, the Master Association may proceed to foreclose the lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Master Association and shall be the benefit of all other whers. In either a personal or closure action, the Master Association shall be entitled to wer as a part of the action. The the interest, respect to the action. the action, foreclosure action, trecover as a part of attorneys fees with

shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Master Association following foreclosure: no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Site had it not been acquired by the Master Association as a result of foreclosure. The remedies herein provided small not medies to collect delinquent Assessments as may be provided by law exclusive and the Master Association may enforce any other

Section 8.10. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Master Association's perpetual lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unprid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor is right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, such successor shall be entitled to rely on the statement of liens shown on any certificate issued by or on behalf of the Master Association under Section 8.13 hereof. successor for such amounts due before the successor's acquiring

Section 8.11. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage and to any refinancing loan to refinancing is evidenced by a First Mortgage of record. However, the lien of the Assessments shall be superior to and prior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of The New Albany Communities shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer opposite trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments. which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

of The following portions Section 8.12. Exempt Properties. The following portion: New Albany Communities shall be exempt from the Assessments, and liens created herein: charges,

or any 8.12.1. All properties dedicated to and accepted by the City of Columbus, Ohio, or the Village of Mew Albany, Ohio, or any other governmental entity, and devoted to public use;

All utility lines and easements; and 8.12.2.

The Master Association Properties and any Community Association Properties. 8.12.3.

10 days Written notice to the Treasurer of the Master Association or the Manager and payment of a processing fee set by the Master Association or the Association from time to time, not to exceed \$50, any Owner or Mortgages of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

(whether charges, attorneys' fees then existing against Owned Site; amount of any unpaid Assessments late 8.13.1. The amount of any unpaid Assesses Base, Special, or Default Assessments), interest, costs, expenses, and attorneys' fees then existing particular Privately O. 5.13.2. The amount of the current periodic installments the Base Assessment and the date through which they are paid; and

Any other information deemed proper by the Master 8.13.3. Association.

-The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Master Association as to the person or persons to whom such statement issued and who rely on it in good faith. Section 8.14. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or wail to each Owner an Assessment notice shall not be deemed a wriver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Master Association.

ARTICLE IX

USE OF MAINTENANCE FUNDS

t 0 received by it pursuant The Master shall application of Assessments.

shall apply all funds received by and all other funds and Section 9.1. Association shall Declaration,

loans ie, including, without limitation, the proceeds of loans to in Section 9.2 and the surplus of funds referred to in the order stated: to the following, Section 9.3, any source, referred

- any security 9.1.1. The payment of the costs incurred, if any, by the Cable Lessociation in connection with the provision of any security cable television and/or telephone services which may be provided pursuant to the provisions of this Declaration;
- t 0 9.1.2. The payment of all principal and interest, when on all sums borrowed by or loaned to the Master Association, OWNERS Ö the extent required under any agreement with holders debt obligations referred to in Section 9.2 hereof;
- expenses incurred by the powers, authority, 9.1.3. Administrative costs and expenses incus Master Association in the exercise of its powers, authorduties described in the Master Community Documents; and and its
- the Manager the payment equipment, the Master safety and welfare of the Owners and occupants of The New Albany Communities and for the improvement and maintenance of the Resociation Properties, including, but not limited to, the set taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equiadditions thereto, reserve accounts, the salary of the materials, management and supervision and the
- t providing funds for uses specified in Section 8.2, the Master Association is hereby granted the right to borrow funds from time time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Master granted the right and power: borrowed by or loaned Association is hereby
- and to Base the proceeds of the of the Master Community to, the proceeds of the revenues received be received by it under any provision of the Documents, including, but not limited to, Assessments payable hereunder;
- 9.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Master Association Covenants:
- on a given day in particular rate or rates; Base Assessments rđ at and to assess the same assess the **t**0 (a) each year
- other security establish sinking funds or to <u>a</u> deposits;
- when Is received by the Master all principal and interest, same to such purpose after funds such debts, or to apply the 19 for costs of ollection; (c) to apply all func Association first to the payment of due, on such d Providing for

- of the OVER enforcement procedures, not inconsistent with the provisions Master Community Documents, as may be required by holders or of any such debt obligation;
- safeguarding of FE (e) to provide for the custody all funds received by the Master Association;
- Sections 7.4 and 11.5 security interests in the Subject to the provisions of to grant and convey mortgages and Master Association Properties. hereof,

The amounts, terms and rates of borrowing and the provisions of all agreemente with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Master Association and the effectiveness of its purposes as set Association 9.3. Authority to Maintain Surplus. The Master Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Master Association be obligated to the Base apply any such surplus to the reduction of the amount of forth in the Magter Community Documents.

ARTICLE X

GENERAL PROVISIONS

tion 10.1. Term. The covenants and restrictions or this lion shall run with and bind The New Albany Communities for 50 years from the date this Declaration is recorded, after thromatically extended for successive otherwise terminated ime they shall be automatically extended of time of 10 years each, unless otherwise provided. as hereinafter Section 10.1. Declaration shall which time periods

Section 10.2. Amendment. Subject to the provisions of Article XI of this Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this reputable Any such amendment and easements upon Declaration at any time and from time to time. Any such amendmentary impose covenants, conditions, restrictions and easements upon The New Albany Communities in addition to those set forth herein, including, without limitation, restrictions on use and covenants pay additional charges with respect to the maintenance and improvement of The New Albany Communities. After the Termination Date, Declarant may unilaterally amend this Declaration if such emendment is: (a) necessary to bring any provision hereof compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any a

consented to such amendment in writing. Any emendment not initiated by Declarant may be made only with the consent of Declarant and the written consent of Declarant and the that the percentage of written consents nucessary to mend a specific clause of this Declaration shall not be less then the prescribed percentage of affirmative consent required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written title Lisurance company to issue title insurance coverage on the Privately Owned Sites. (c) required to conform to the requirement of FIRM or FMLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initial

of the executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of a licensed title the office of such Section 10.3. Effective on Recording. Any amendment, to be ctive, must be recorded in the office of the Recorder of all ties in which The New Albany Communities are situated as insiter provided. A copy of such amendment or modification, the Master Association, shall be recorded in the office of the Recorder of all counties in which The New Albany Communities are effective immediately upon The Mew Albany Commun.
The Mew Albany Commun.

ded. A copy of such arendment or so

ded. A copy of such arendment or on file in and are 2 or abstract company were obtained she 11 Any amendment effective, must be reccounties in which The hereinafter provided.

This Declaration shall not be in a written of the Owners •17 Section 10.4. Revocation. revoked without the consent of instrument duly recorded.

PE conditions, shell Each Owner abide by and benefit from the provisions, covenants, condrestrictions contained in the Master Community Documents. Section 16.6. Violations Deemed a huisance. Every violation hersof or of any other of the Master Community Documents is deemed to be a nuisance and is subject to all the remedies provided for the tenedies of the tenedies o An addition, all public and private remedies equity against anyone in Violation of the available. shall be abatement thereof. allowed at law or

515 Section 10.7. Compliance. Each Member. Owner, or other occupant of any part of The New Albany Communities shall comply with the provisions of the Master Community Documents as the same may be 4 1 E ţ amended from time

Failure to Comply. Failure to comply herewith or an action to recover denayes or for injunctive Section 10.8. Fe shall be grounds

relief to cause any such violation to be raxedied, or both. Restonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

section 10.9. Enforcement. The Mester Association or any Owner shall have the right to enforce against any Owner, and any Owner shall have the right to enforce against the Master Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Mester Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so thereefter. section 10.10. Remedies. It, addition to the remedies set forth above in this Article X, any violation of the Master Community Documents shall give to the Board, the Manager or the Declarant, on take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the interest and meaning of the Master Community Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the trustees, officers, agents and employees shall have no liability to any Owner or its occupants, quests or tenants for any actions taken pursuant to this Declaration. ë respective liability to

All the renedles set Section 10.11. Mon-Exclusive Remedies. A forth herein are cumulative and not exclusive. Section 10.12. No Liability. No member of the Board, the Declarant, the Manager nor any Owner shall be liable to any other Owner for the failure to enforce any of the Master Community Documents at any time

the Master Community Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys tees as may be incurred, or if suit is brought, as may be determined by Section 10.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the or to restrain the violation of the Master Commun prevailing party shall be entitled to recover all by it in such, including reasonable attorneys te as may be incurred. ot enforcement

Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations. Section 10.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Master Association relating to the interpretation, performance or non-performance, violation, or enforcement of the Master Community

possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be provisiona bereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceable shall be ineffective. any other part hereof. invalidating

section 10.16. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

for Section 10.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration. Section 10.18. Registration of Mailing Address. Each Owner and address and each Community Representative shall register his mailing address with the Secretary of the Master Association from time to time. If an Owner or Member fails to register his mailing address, such address shall be doesed to be the address of the Owner's Privately Owned Site. If a Community Representative fails to register his mailing address, such address shall be deemed to be the Community Association. that particular ď mailing address Bectica 10 19. Motice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member or Community Representative shall be considered delivered and effective upon personal delivery, or three days after parting, when sent by first class mail, to the address of such Owner or Member or delivered and effective upon bosting, when sent by first time or such managered delivered and the by first or three days after posting, when sent by first or three days after posting, when sent by first or three manager, class mail, to the Master Association, the Board, or the Manage such address as shall be established by the Master Association time to time by notice to the Owners and Members and Community records of the Master Notice to the Board Community Representatives on file in the time of such mailing. Association at the Master Association personal delivery, Representatives

hereunder shall operate vice to exercise of the Master should the quests. No waiver shall be signed by the president or a the Master Association. default or provided, the part 10.20. Waiver. No failure on or the Board to give notice of delay in exercising any right or remedy a valver, except as herein specifically and fail to respond to certain requests. in writing, son behalf of effective unless it is the Board Section 10.20. oĘ Association Board fail president

ol. In case the Community Section 10.21. Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the Code of Regulations, the Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control. In case control the Master Community Documents and shall Documents Community Regulations, the Articles of of conflict between the Maste the Master Documents, section 10.22. Assignment, Declarant may assign all or any takes title to all or part of the Master Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and to the extent required, co..comitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Office of the Recorder of all counties in which The New Albany Communities is eltuated. the Master Association nor ownership or occupancy of a Privately Jamed Site shall confer any membership or occupancy of a Privately right of any kind to use the Club Facilities. The Master Association has no legal or equitable interest in the Club Facilities and the Club Facilities are not part of the Common Area. Rights to use the Club Facilities will be granted only to such persons, and on such terms and conditions as may be detrumined from time to time by the owner of the Club Facilities will be granted only to such time to time by the owner of the Club Facilities. The owner of the Club Facilities in its sole er of users terminate and absolute discretion and without notice, to amend or waive the term and conditions of use of the Club Facilities, including, without limitation, eligibility for and limitation of use rights, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey the Club Facilities to any party (including a member-owned club) on any trarsfer or convey the Clu member-owned club) on any a membership contribution, Facilities to any party (including a ment terms, and to require the payment of a metinitiation deposit, initiation fee, dues

for the builder's activities, whether direct or indirect, without limitation, marketing or construction of the unit of any principal, officer, trustee, partner, agent or Section 10.24. Independent Builders. The New Albany Communities is a master planned community being developed by the Declarant. The individual residential units constructed within The New Albany Communities may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Site from the Declarant. If the unit is constructed by a person or entity other than the Declarant, the Declarant shall have no liability subcontrattor. including, actions whatsoever

proceeding shall be commenced or prosecuted by the Master Association unless approved by the written consent of at least 75% of the Owners. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This is made by the unless such amendment be amended Section shall not Declarant or is approved by the percentage consent, and pursuant to the same procedures, necessary to institute proceedings as provided - Pood Association 10.26. Mon-Condominium/Mon-Cooperative. The Master association does not and is not intended to constitute a condominium communities or a cooperative association. The New Albany dooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative unless such property. Section 10.27. Limitations of Liability and Indemnification. The Haster Association shall indemnify every officer, trustee, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the them Board of Trustees) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee member. The officers, trustees, and committee member or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the furstees may also be Owners), and the Master Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any other contract. nitment. Any right to indemnification provided be exclusive of any other rights to which any committee member, or former officer, trustee, nay be entitled. The Master Association shall, for herein snare, of committee memore, ... The Master Associations of committee member may be entitled. The Master Associations of committee member may be entitled. The Master Association of committee member may be entitled. The Master Association and trustees: liability insurance as required in Article VIII to and trustees: liability insurance is reasonably available. for herein shall not be exclusive of any other -intention pofficer, trustee, or committent

Section 10.28. Notice of Sale or Transfer of Title. In the event that any Owner Jestres to sell or otherwise transfer title to his or her Site, such Owner shall give the Board of Trustees at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer the Site. ů

Section 10.29. Security. The Master Association in the not be obligated to, maintain or support certain activities within The New Albany Communities designed to make The New Albany Communities safer than it otherwise might be including, but not communities safer than it otherwise might be including, but not

provide security services to The New Albeny Communities. The Master Association shall have the right to levy User Assessments against those Owners utilizing suc. services. Weither the Master Association, Declarant, nor any successor of Declarant shall in any way be considered insurf.s or quarantors of security within The New Albeny Communities, however, and neither the Master Association, Declarant, nor any successor of Declarant shall be held liable for any loss or demage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, quests and invitees of any Owner, as applicable, acknowledge that the Master Association and its Board of Trustees, Declarant, or any successor of Declarant do not represent or warrant that any fire protection system, burglar alarm system or other security systems will protection or burglar alarm systems or other security systems will Each Owner, by and the Master Association from all claims arising out of any security measures undertaken or provided by or through Declarant or releases and indemnifies Declarant prevent loss, injury or death by fire or otherwise. acceptance of a deed to a Site, releases and indemnand the Master Association from all claims arising o the Master Association.

Section 10.30. Cable Television and Telephone. The Master Association has entered or may enter into cable television and/or telephone agreements for the provision of cable television and/or certain telephone services ("Services") to all dwellings located on Frivately Gwaed Sites (the "Dwellings"). To facilitate ench Services, Dwellings may, at the option of the Master Association, be previced or retrofitted for cable television and/or telephone. The providers of such Services will maintain ownership of all facilities wiring (which includes outlets and other appurtenences) within the lowellings. The providers are hereby granted easements to build, install and maintain such facilities within The New Albany In no event, however, Communities, and to build and install such wiring within each Dwelling. The easements are without cost to the providers. The providers will be permitted but will not be required to remove wiring after termination of any agreements. In no event, howeveill the wiring be deemed abandoned.

Sites permitted by law, the Master Association shall assess each Owner who is given access to the have the right to assess each Owner who is just Assessments Services for such Services as part of the User Assessments regardless of whether such Services are utilized by that Owner. Sites shall not be assessed for Services until certificates of Sites shall not be assessed for Services have been issued for such its analysis of the same certificates have been issued for such its states. extent

Section 10.31. Waiver of Club Facilities Liability. Each Owner. each occupent of a Privately Owned Site, the Master Association, and each person using any facility within The New Albany Communities, including, but not limited to, any golf cart path or bike path, acknowledges that the Club Facilities are located in The New Albany Communities and assumes the risk of golf balls being hit into the Master Association Properties and the risk of potential bodily injury or damage to property which may result. Each Owner by taking title to a Site and the Master Association by

or owning and the Master its joinder in this Declaration and each person using any such facility agrees that neither Declarant nor any entity designing. Constructing, cening, operating or managing the Club Facilities shall be liable to the Cener or the Master Association or any invitee of the Cener or the Master Association for any loss or damage for personal injury, damage to property, treapass or any other alleged erong attributable to the Club Facilities. This release of liability shall apply, without limitation, to any such claim arising in whole or in part from the negligence of Declarant or any other entity or person designing, constructing, managing, operating or cening the Club Facilities. Each Cener and the Master Association agree to indemnify and hold harmless Declarant and any other entity designing, constructing, managing, operating or owning the Club Facilities against all claims by their respective quests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities originally designed and constructed and as it may be altered in design, layout and construction from time to time.

continue only until the now living Section 10.32. Perpetuities. If any of the covenants, shall be unlawful, void or other provisions of this Declaration against perpetuities, then such provisions shall continue only wasters after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ART! XI

MORTGAGEE RIGHTS

or proper, the provisions of this Article XI lon, the Articles and the Code of Barricle the Code of Regulations Section 11.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in The Mew Albany Communities. To the extenapplicable, necessary, or proper, the provisions of this Article Apply to this Declaration, the Articles and the Code of Regulation

of: Section 11.2. Notices of Action. Pholder, insurer, or quarantor of a First Mortgage, who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or quarantor and identification of the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice

affacts a material portion of the Master Association Properties which affects any Privately Owned Site on which there is a First or casualty loss which quaranteed by such Eligible Holder; Any condemnation loss 9 insured, 11.2.1. Mortgage held,

11.2.2. Any default in performance of any obligation under payment of Assessments including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guararteed by such Eligible Holder (or any First Mortgagee) which continue for days. ŏ a period

- 11.2.3. Any lapse, cancellation, or material modification insurance policy or fidelity bond maintained by the Master Association; or of any
- as required require the Eligible Holders. 11.2.4. Any proposed action which would approval of a specified percentage of Eligible Holin Sections 11.3 and 11.4.
- Section 11.3. Other Frovisions for the Benefit of 214,ble Holders. To the extent permitted under Ohio law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shell be obtained before taking the following actions:
- 11.3.1. Restoration or repair of the Master Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Master Community Documents and the original original accordance with the Master Community or specifications; pus
- 11.3.2. Any election to terminate the legal status of the Master Association after substantial destruction or a substantial taking in condemnation of the Master Association Properties.
- Section 11.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohic law, and except for amendments or terminations made after substantial destruction or substantial taking in confermation of the Master Association Properties, the following approvals shall be required:
- 11.4.1. The approval of 67% of the Eligible Holders Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of thaster Association; and
- provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification): 11.4.2. The approval of at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Master Community Documents which establish.
- (a) Voting;
- Assessments, Assessment liens, subordination of 3
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Cormon Area;
- che Responsibility for maintenance and repair of Master Association Properties; (e)

- (f) Convertibility of Privately Owned Sites Counon Areas or Common Areas into Privately Owned Sites;
- express bonefit Any provisions which are for the 6 Mortgagees; jo
- ment of the Reserves for maintenance, and replace 3 Common Area;
- Boundaries of any Privately Owned Site; $\widehat{\Xi}$
- (j) Leasing of Privately Owned Sites.
- 104st 67% Section 11.5. Other Approval Requirements. Unless at least 67 of the First Mortgagecs (based on one vote for each First Mortgage owned) has given their prior written approval, the Master Association shall not be entitled to:
- such Common Area 11.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause); By act
- age the method of determining the obligations, other charges which may be levied against an Change dues, or 11.5.2. Assessments, ي الفييون
- Improvements on or abandonment of or omission, change, waive or abandon as or enforcement thereof, pertaining to the the exterior appearance of Improvements and the maintenance of the Common Area; or of of the Design standards, procedures, rules and regulations shall not constitute a change, waiver, or aban scheme of regulations, or enforcement thereof, pertaining architectural design or the exterior appearance of Improve Privately Owned Sites, and the maintenance of the Common Approvided, however, the issuance and amendment of the Desig Guidelines by the Committee or the issuance and amendment architectural standards, procedures willthis provision; restrictions shall not the meaning of
- to 100% 6 to maintain fire and extended coverage to the Common Area in an amount equal 20 COSt; Fail 11.5.4. Fail insurable Improvements replacement current
- to the Use hazard insurance proceeds for losses to the Common Area for other than the repair, such Improvements. or reconstruction of 11.5.5. Improvements replacement,
- and for such Master t.ave such payments Section 11.6. First Mortgagees May Pay Master Association taxes or charges. Any First Mortgagee may, jointly or singly, taxes or other charges which are in default and which may or have become a charge against any of the Master Association Properties may pay overdue premiums on hazard insurance policies, or secure hazard insurance coverage on the lapse of a policy, for such Mast Association Properties, and First Mortgagees making such payments shail be owed immediate reimbursement therefor from the Master Association.

Approval Deemed Given. If approval of an First Mortgagee is requested in writing pursuant and a negative response is not received by the within 30 days after such Eligible Holder's or receipt thereof, then such Eligible Holder or all be deemed to have given its approval. First Mortgagee's receipt thereof, then First Mortgagee shall be deemed to have Eligible Holder or it to this Article XI

executed this Declaration the Declarant has the day first above written. IN WITHERS MEEREOF, 48 of

THE NEW ALBANY COMPANY, an Ohio partnership

BLACKLICK INVESTMENTS, INC. Signed in the presence of: By: John W. Kessier, President

And By: Kodky For DEVELOPMENT
CORPORATION

By: William () Merthrook,
Vice President

STATE OF OHIO

COUNTY OF FRANKLIN

. 88 .

of The New Albany Company This agreement was acknowledged and signed before me this day of Aremer, 1940, by John W. Kessler, as President Blacklick Investments, Inc., a partner of The New Albany Company Ohio partnership.

orary Public

PAUL S. COPPEL, Artening at Law Motory Public, Sizes of Ohio My Commission Fus No Expiration Date National 142 03 0 R.C.

STATE OF CHIO

COUNTY OF FRANKLIN

88

This agreement was acknowledged and signed before me this 30 day of Action of 19 m. by William R. Westbrook, as vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio partnership.

State of Obno Notery

My Commission Has No Expination Data

IKC: JOINDER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION,

Inc. hereby joing The Mew Albany Communities Master Association, Inc. hereby join in this Declaration and bereby agrees to enforce its rights and beound by its obligations as provided herein.

Signed in the presence of:

THE NEW ALBANY COMMUNITIES MASTER IXC. ASSOCIATION,

By: Lovick Suddath,

President

STATE OF OHIO

round li- Centrain

COUNTY OF FRANKLIN

58.

acknowledged and signed before me this $19 \frac{20}{20}$, by Lovick Suddath, as President Inc. Communities Master Association, 14 A S Agreement Albany This 362

Public,

WARREN & RUBENSTEIN Prepared By: South High Street Esq Instrument Paul S. Coppel, SCHWARTZ, KELM, Columbus, Ohio (614) 224-3168

40530

iky Voninisson Res No Expertise Date PAUL S COPPIL Science at Cam futory Pedial, State of Obje Section 147.03 O.R.C.

ECHIBIT A

Situated in the State of Ohio, County of Franklin, Village of Albany: Being Lots 1 through 51, both inclusive, and the area designated as Reserve A of "The Mow Albany Country Club Section 1" as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 73, pages 65 and 65, Recorder's Office, Franklin County, Ohio.

E TIEIHCE

Expansion Properties

All property located in the State of Chio, Counties of Franklin and Licking, in the area bounded on the east by Beech Road, on the west by Big Walnut Creek, on the south by Morse Road and on the north, in Franklin County, by Central College Road, and in Licking County by Jug Street Road.

RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES CONDITIONS, PIRST SUPPLEMENTAL DECLARATION OF COVENANTS.

CONDITIONS, July, THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITION RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "First Supplemental Declaration") is made this \$\frac{77^n}{7}\$ day of July 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

and for WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the Office of the Recorder, Franklin County, Ohio recorded at Official Record Volume 356, Page 485 in the Office of Ohio; Recorder, Licking County,

, pursuant to the terms of Article III of the Declarant reserved the right to expand The New Albany to include all or part of the Expansion Properties and by such property to the covenants, conditions, to submit any such property to the covenants, conditions, restrictions, easements and provisions of the Declaration; WHEREAS, Declaration, Communities

WHEREAS, Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, which real the Expansion Properties; part of įŝ

eozem

the the Declaration Section 10.2 of to amend pursuant to the terms of Article X, right reserved the Declarant time; and WHEREAS, from time to Declaration,

WHEREAS, Declarant desires to amend the Declaration;

pursuant to the powers retained by Declarant on, the Declarant hereby declares as follows: NOW, THEREFORE, pur under the Declaration,

of the Declaration is definitions: 11 Article the following Definitions. Section 1. amended to add

"Cable Services" is defined in Section 10.30 hereof.

is defined in Section 10.30.1 hereof "CATV Wiring" is defined in Section 10.30 hereof. "Communication Services" Section 2. Annexation. Pursuant to the power reserved in Article III of the Declaration, Declarant hereby declares that the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, Supplementa! conditions, restrictions, easements and provisions of the Declaration as amended and supplemented by this First Supplementa I RANSING METATION, which shall run with The New Albany Communities I Respectly and the real property described in NOT NEWESSAM And Shall be binding upon, and inure to the benefit of,

JUL 25 1991

PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, OHIO

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PALMER

FRANKLIN

olil olifoanari

ij title or interest or hereafter having any right, title or inter any part thereof, and their heirs, personal representatives, successors and assigns. property or any part thereof, parties now Buch

88 The Declaration is hereby amended Amendment. Section 3. follows: Section 3.1. Rasements for Utilitian. The first paragraph Section 7.8 of the Declaration is hereby approximally deleting, in a 14th line, the phrase "damage to a Sith resulting from the" and astituting therefor the phrase "use or". substituting 뜅

Section 3.2. Maintenance Essement. The last sentence of the first word, the phrase "Declarant, the", and by inserting after the word "Association", the phrase ", and any trustee or Manager, and their respective officers, agents, employees, and assigns".

3.3. Cable Television and Communication Services. the Declaration is hereby deleted in its entirety substituted therefor: Section 3 Section 10.30 of t and the following

television such (collectively, the option of The ۶ ۲ whether such Services are utilized . Sites shall not be assessed for The Master Association provision of certain communications services, including, but not limited to, telephone, security and anergy management services (the "Communication Services") and/or cable televisi(services (the "Cable Services") to dwellings located on Privately Owned Sites (the "Dwellings"). To facilitate the Communications to be the and as part of the User Assessments for for Services. The providers of the Services are hereby granted easements to build, install as maintain facilities necessary to provide the Services within The New Albany Communities. easements are without cost to the providers. the extent permitted by law, the Master Association shall have the right to assess e the "Services"), Dwellings may, at the opt the Master Association, be or be required pre-wired and equipped or retrofitted for the Services Cable Television and Communications Services. The Master Assonants has entered or may enter into agreements Services until certificates of occupancy equivalent certificates have been issued "Dwellings"). To facilitate the Co Services and/or the Cable Services Owner who is given access to by that Owner. Sites shall Services until certificates Section 10.30. regardless of such Services that

wiring, outlets, appurtenances, devices or other equipment used to provide the Cable Services (the "CATV Wiring"), including but not limited to, the any Owners shall not own 10.30.1.

no event, however, will the CATV Wiring be deemed abandoned. permitted The CATY Wiring located within the Dwellings. The providers of the Cable Services are hereby granted easements, without cost to such providers, to build, install and maintain the CATY Wiring located within the Dwellings. The CATV Wiring located within the Dwellings. 'provider of the Cable Services will be permitted will not be required to remove the CATV Wiring after termination of any agreements.

constructed and equipped in conformance with the specifications set forth by the provider of the Communications Services. Any prototypical or Communications Services. Any prototypical or experimental equipment provided to Owners in connection with the Communication Services shall property of the supplier and Owners acquire no ownership or other interest remain the therein.

and force Section 4. Effect of Amendment. In the case of conflict between this First Supplemental Declaration and the Declaration, terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in full force

executed this First Supplemental Declaration as of the date first above written. has the Declarant IN WITNESS WHEREOF,

THE NEW ALBANY COMPANY, an Ohio general partnership BLACKLICK INVESTMENTS, INC

Signed in the presence of:

FORK DEVELOPMENT Westbrook, sident ROCKY And By:

JOSEPH W. TESTA PARTNERSHIP RECORDED VOL

년 연

FRANKLIN COUNTY, OHIO

RECORDER

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$.

COUNTY OF FRANKLIN STATE OF OHIO

This First Supplemental Declaration was acknowledged and signed before me this IM day of July, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Caud C. (Notary Public

COUNTY OF FRANKLIN STATE OF OHIO

CAROL A. WILCOX NOTARY PUBLIC, STATE OF OHO MY COMMISSION EXPRES APRIL 24, 1994 SS. This First Supplemental Declaration was acknowledged and signed before me this 177 day of July, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of New Albany Company, an Ohio general partnership.

anol D.

Notary Public

CAROL A. WILCOX NOTARY PLBLIC, STATE OF ONEO MY COMMISSION EXPRES APRIL 24, 1994

JOINDER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

joins The New Albany Communities Master Association, Inc. hereby joint this First Supplemental Declaration and hereby agrees to enforce its obligations as provided herein. its rights and be bound by

Signed in the presence of:

Garledey O. Konger

THE MEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

John W. Kessler President

STATE OF OHIO

COUNTY OF FRANKLIN

SS.

This First Supplemental Declaration was acknowledged and signed re me this IM day of July, 1991, by John W. Kessler, as ident of The New Albany Communities Master Association, Inc. before me President

Parol a Willea

Notary Public

This Instrument Prepared By:

Paul S. Coppel, Esq. SCHWARTZ, KELM, WARREN & RUBENSTEIN 41 South High Street Columbus, Ohio 43215 (614) 224-3168

CAROL A. WILCOX
NOTARY PUBLC, STATE OF CHIO
MY COMMISSION EXPRESS APRIL 24, 1994

55440

EXHIBIT A

of Village Ohio, County of Franklin, Situated in the State of Albany: KOK

and of all references Ohio record in 2, Range 16, those tracts the Recorder's Office, Franklin County, as follows: Being located in Quarter Township 3, Township 2, I United States Military Lands, and being a part of thou land as conveyed to The New Albany Company by deed of Official Records 12611J05, 12775E08 and 13409A12, all being to records of the Recorder's Office, Franklin C being more particularly bounded and described

"The New as the same is shown in Plat Book 73, right-of-way line 1 of at the southwesterly corner of Lot No. Beginning at an iron pin in the northerly Greensward Road at the southwesterly corner of Albany Country Club Section 1" Pages 65 and 66;

86° 38' 00" West, a distance of 38.68 feet to centerline of Harlem Road; 86 thence North in the natl P.K.

Harlem angle oĘ an B centerline nence North 0° 41' 47" West, along the centerline a distance of 223.79 feet to a railroad spike at in said centerline of Harlem Road; thence North Road, point

벙 the centerline to a P.K. nail; along 42' 30" West, continuing distance of 185.92 feet 1 **a** thence North 4. said Harlem Road,

Harlem in the westerly line of Club Section 1"; centerline of leaving the a point in t 88° 35' 04" East, leaving of 274.98 feet to a point I, "The New Albany Country thence South 88° of said, Road, a distance , 020

Country "The New Albany following courses and distances: Baid thence along the westerly line of Section 1", the following courses Club

to an iron pin; of 71.71 feet a distance West, 00 22 <u>س</u> South 36' 07" West, a distance of 144.57 feet to an iron pin; 49. South

iron to an a distance of 170.49 feet 08" West, 08 35. South 늉 a distance of 100.00 feet to the place acres of which 0.188 acre lies within a net acreage of the present right-of-way of Harlem Road, leaving 1.119 acres of land, more or less. containing 1.307 00" West, 22 South 3° beginning,

55440

as declarant under the Declaration and hereby assumes any and all such rights and obligations. IN WITNESS WHEREOF, Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of:

LIMITED PARTNERSHIP, a Delaware THE NEW ALBANY COMPANY limited partnership

a Delaware corporation, N.A. Property, Inc., general partner B.

By:_____Name:___ Title:

Name:

Signed in the presence of:

Delaware corporation, managing member N.A. Property, Inc., a .; Э

THE NEW ALBANY COMPANY LLC,

a Delaware limited liability company

By:____

Name:

Title:

793.9 3 949.00 12004202543 83/12/2004 2.2197 8.51E46K7 717 Robert & Montgomers MSTE46K7 717 Franklin Gounty Recorder

SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES

day of Maddle, 2004, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "Sixty-Seventh Supplemental Declaration") is made as of the declaration limited partnership and The New Albany Company, an Ohio general partnership (hereinafter OF COVENANTS DECLARATION SUPPLEMENTAL SIXTY-SEVENTH referred to as "Declarant"). THIS

WHEREAS on December 3, 1990, The New Albany Company filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the office of the Recorder, Franklin County, Ohio; WHEREAS, The New Albany Company LLC has succeeded to all rights, interest and ownership of The New Albany Company Limited Partnership and The New Albany Company as Declarant under the Declaration.

right to expand the New Albany Community Area to include all or part of the Expansion Properties and to submit any such property to the covenants, conditions, restrictions, easements WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the and provisions of the Declaration; WHEREAS, the Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the real property described in Exhibit A is part of the Expansion Properties;

restrictions, easements and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, representatives, successors and assigns.

TRANSFER NOT NECESSARY MAR 1 2 2004
JOSEPH W. TESTA
ALICITOR
FRANKLIN COUNTY, CHIO

CONVEYANCE TAX
EXEMPT

M
LOSEPH W. 1 ESPA
FRANKLIN COUNTY AUDITOR.

Stewart Title Agency of Columbus Box The Declarant has executed this Sixty-Seventh Supplemental Declaration as of the date first above written. THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

William G. Ebbing,

) SS. COUNTY OF FRANKLIN STATE OF OHIO

The foregoing instrument was acknowledged before me this He day of MILLA, 2004, by William G. Ebbing, President, of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.

The New Albany Company LLC 6525 W, Campus Oval, Suite 100 New Albany, Ohio 43054 (614) 939-8000 This instrument prepared under the direction of:

LISA J. DINGER Notacy public, state of chio ray commission eigher september 24, 2005

JOINDER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC. hereby joins in this Sixty-Seventh Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

Brent B. Bradbury, Treasurer

COUNTY OF FRANKLIN STATE OF OHIO

The foregoing instrument was acknowledged before me this Hz day of Malle. 2004, by Brent B. Bradbury, as Treasurer of THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

LISA J. DINGER KSTEV PUBLIC, STATE OF ONTO LY CORMISSION ELPRES SEPTEMBER 26, 2005

under the direction of: The New Albany Company LLC 6525 W. Campus Oval, Suite 100 New Albany, Ohio 43054 (614) 939-8000 This instrument prepared

'n

EXHIBIT A

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots I to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B"" and "Reserve 'C"" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART I, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

133647

DECLARATION OF COVERNITS, CONDITIONS, RESTRICTIONS AND EASINGENTS THE HEW ALBANY COUNTRY CLUB COMPONITY

PARTNERSHIP

O M A me

Milos

JOSEPH W. TESTA
RECORDER
RANKLIN CO. RECORDED VOL FILING DATE

FRANKLIN COUNTY, OHIO

RECONDED FIBANCIAL CO., CA

3 1990 DEC JOSEPH W. TESTA, MENSEM ACONDERS REES

TRANSFERRED NOT NECESSARY

DEC 3 1990

PALMER C. MCNEAL AUDITOR FRANKLIY COUNTY, OHIO

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		COUNTRY CLUB COMMUTY ASSOCIATION			Community Representative of Members.	Board of Trustees	DUTIES AND POWERS OF THE COUNTRY CLUB COMMUNITY ASSOCIATION	pus	Community Association Duty to Accept Properties	Transferred by of Common Area	Control	-		j į		Bonds Required by			Insurance	Duty to Maintain Officers' an Bergonal Fishility Inchronce	Duty to Maintain Workers	Insurance.	•	Power to Adopt Kules and Regulations.	Assist Attaitectures new Cooperation with Master		L			ot Declarant	Cooperation with Club Facilities	Created
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RTICLE XIII MORTGAGEE RIGHTS	Section 13.1 - General	Section	Section	Section 13.4 -	Section 13.5	8ection		Section 13.7 -	IGHATURE.	OINDER BY COUNTRY CLUB COMMUNITY ASSOCIATION.	MIBIT A.	XHIBIT B.
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RESTRICTIONS AND EASTWEITS FOR THE MEN ALBANY COUNTRY CLUB CONSENSITY

EXERCISE SECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EXERCISES IS made on the 3-d day of Checkender, 1990, by THE ALEXNY COPPANY, an Obio partnership, hereinafter referred to as t

Declarant is the owner of all that certain real property located in Franklin County, Ohio, more particularly described on Exhibit A attached hereto (the "Phase I Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as the "Country Club Community Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Country Club Community Area for the purposes hereinsfter set forth.

Declarant hereby declares that the Phase I Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall the Phase I Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, titlinterest in such property or any part thereof, and thoir heirs, jersonal and legal representatives, successors and assigns. successors and

APTICLE I

PURPOSE AND INTENT

Peclarant is the owner or cercess. the profession as or to be known as The New Albany Communities. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of The New Albany Communities, the Declarant has declared that the Phase I Properties and other properties located within the expansion area of The New Albany Communities and later Annexed to The New Albany Communities shall be hold, sold and convened subject to the covenants, conditions, restrictions. set forth in property located in essements, encumbrances, rights and other matters certain real of Declarant is the owner Master Community Documents

Communities shall consist of separately developed communities. The Country Community is one of the communities within The New Albany Communities. As is or may be the case with each community community. club Community either have or will have certain interests in addition to those common to all other owners within the Mew Albany Communities. In order to establish and create a common scheme and plan for the improvement and maintenance of the Country Club Community and in order to promote the interests unique to the Owners and residents of the Country Club Community, Declarant has hereby declared that the Phase I Properties and any properties subsequently annexed hereto shall be held, sold, conveyed, encumbered, leased, occupied and improved subject not only to the Master Community Documents but also to the Country Club Community Documents.

of advanced technological, the harmonious development the individual the Country Club thereof and to Improvements built of improper or unsuitable materials or with improper quality or methods of construction. Declarant intends encourage the erection of attractive Improvements appropriately designed and located to preserve a harmonious appearance and Club Community Area. It is the intent of Declarant to the erection within the Country Club Community Area of of the lots and parcels and facilities developed within the Cou Community Area, to prevent any future impairment thereof preserve, protect, and enhance the values and amenities Country Club Community Area. It is the interface to encourage the development architectural, and engineering design for of the Country Club Community Area. function and

the Country Club Community Area including residential facilities all types, and recreational facilities and amenities. This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all

ARTICLE II

DEFINITIONS

Certain words and terms as used in this Declaration shall have meanings given to them by the definitions and descriptions in this Article

by which portions of the Expansion Country Club Community Properties are made subject to the Declaration pursuant to Article III hereof the process shall mean or Annex or "Annexed" "Annexation" or portions of the

"Architectural Raview Committee" or Committee" shall mean quality and architectural harmony of Improvements in the Country

Association mean the "Articles" or "Articles of Incorporation" shall of Incorporation of the Country Club Community ? filed with the Secretary of State of Ohio. Secretary of which are filed with the Articles

Ş "Assessed Valuation" of any property situated in the Country Club Community Area shall mean, as the context requires, of the following:

- other improvements situated the other by the Franklin County, Ohio Auditor as of January 1 of each year for Franklin County, Ohio real estate tax purposes pursuant to Ohio Revised Code Chapter 5713 and as reflected on Movember 1 of that year in the real property records adopted, from time to time, by the assessed against such property, (ii) any reduction of real property taxes on such property by virtue of the homestead reduction available to persons 65 years of age or older pursuant to Ohio Revised Code Section 323.152 and (iii) any on such property the 100% full market valuation (being for purposes of real property taxation the "true value" as opposed to a percentage thereof giving the "taxable value") of the land and the Buildings and other Improvements situated thereor records adopted, from time to time, by the Franklin County, Ohio Auditor pursuant to Ohio Revised Code Section 5713.03 regardless of (1) reducing t axes certain persons in the Statute or •state to any other applicable searcted for the purpose real property taxes reduction or rebate of real ordinance enacted for real estate taxes for State of Onlo, or determined reduction of pursuant $\widehat{\boldsymbol{z}}$
- that the completed value of a on a Privately Owned Site of the proposed single family residence 0 then the real property records in the Franklin Ohio Auditor's office do not reflect f January 1 of that year and a building it for a single family residence has been be by any governmental authority prior there I of that year for such Site, then full market valuation of land only for (as determined in subpart (a) above) pl 0 on such building permit, County, Ohio Audice.
 November 1 of each year to single family residence of an art of that year of January 1 of that year 1 the real November COSt stated penssi Site 9
- for of a Privately Owned Site Ú such Site, then the average Assessed Valuation (as computed in subpart (a) above) for all Privately Owned Sites for which the value of a completed single family residence is reflected the records of the Franklin County, Ohio Audito: s office on November 1 of that year, or by Declarant the real property records in the Franklin County, Ohio Auditor's office do not lue of a single family and no building permit authority the third anniversary governmenta] the completed value of residence on such Site. on November 1 after been issued by any initial conveyance reflect **...** E

office has not yet assigned a true value to a site on Movember 1 of any year or if the Franklin County, Ohio Auditor shall ever cease to determine the true value of real property or to impose or collect real estatement or then the amount determined by the Board, in its sole and absolute discretion, by such criteria as the Board may establish Ohio Auditor's Franklin County. ting. time to S C 9

Assessments, collectively, levied pursuant to Article VIII hereof provide the funds to meet the estimated cash requirements of the Country Club Community Association.

mean the Assessments levied "Base Assessment" shall mean the Assess according with Section 3.4 of this Declaration. "Board of Trustees" or "Board" shall mean the board of of the Country Club Community Association. trustees "Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Area.

and refer to the Mew Albany "Club Corporation, shall mean and refer to The Mev Alban Country Club Corporation, an Ohio corporation, its successors or "Club Pacilities" shall mean those certain facilities and any clubhouse and related facilities such as pa king lots, swimming pool, tennis courts, and other health or recreational facilities now or hereafter owned or operated by Declarant or the Club Corporation or their respective successors in interest or assigns.

"Code of Requiations" shall mean the code of regulations of the Country Club Community Association.

"Country Club Community Association owns an interest for the comm enjoyment of all of the Members. Such interest may limitation, estates in fee, for a term of years, or enjoyment of easements. without nse and

of the Country Club Community "Country Club Community" shall mean the planned community created by this Declaration consisting of the Country Club Community Area and all of the Improvements located thereon.

"Country Club Community Area" shall mean the Phase I Properties together with any real property which hereafter becomes subject to this Declaration pursuant to the provisions of Arminia III hereof.

"Country Club Community Association" shall mean the New Dentry Club Community Association, Inc., an Ohio nonprofit rporation, or any successor thereof by whatever name, charged with a duties and obligations hereinafter set forth and in the Articles Incorporation and/or the Code of Regulations of the Country Club unity Association. corporation, or Albamy

all reel and personal property, including, but not limited to, the Common Area and Improvements, now or hereafter owned by the Country Club Community Association or with respect to which the Country Community Association holds an essenent for the use, care or an easement for the use, care or respect to which it holds any right, maintenance thereof or with title or interest.

411 "Country Club Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Country Club Community, including, but not limited to, this Declaration, the Articles of Incorporation; Code of Regulations, the Design Guidelines, and any procedures, rules, regulations or policies adopted thereunder by the Country Club Community Association or the Architectural Review Committee.

45 shall mean "Country Club Community Representative" shall mean individual selected by the Members pursuant to Section 4.3 represent the Country Club Community Association in matters conducted by the Master Association. "Country Club Community Rules" shall mean the rules adopted the Country Club Community Association as provided in Section

or interests partnership, and its successor, in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly recorded written instrument * successor a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor interest of Declarant only as to the particular rights or interest of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded Ę "Declarant" shall mean The New Albany Company, ip, and its successor, in interest. A person of instrument.

amended or supplemented by "Declaration" means this Declaration of Covenants, s, Restrictions and Essements as amended or supple time. Supplemental Declaration from time to Conditions,

an Assessment levied Declaration. shall mean of this "Default Assessment" accordance with Section 8.7 O

from "Design Guidelines" or "Country Club Community Design Guidelines" shall mean those guidelines and rules published from the to time by the Committee. time by gisgible Holder" is defined in Section 13.2 hereof

5 aha 11 "Expansion Country Club Community Properties" property within the area described in Exhibit any real

"HIMC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FIGHA" shall mean Federal National Mortgage Association, of consument sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"dovernment Mortgage Agencies" shall mean the FHLMC, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean any and all Buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, aigns, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include included in the foregoing. "Improvement" does not include shrub, or tree repair or replacement of a magnitude which does "Improvement changes later or exterior appearances. does include both original Improvements and all change exterior colors Improvements. turf,

the funds it "Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article VIII hereof to provide the Country Club Community Association with the funds to carry out its duties hereunder.

this Declaration shall mean any person or entity retained by the nity Association to perform certain functions of to "Manager" shall mean any person or enti Country Club Community Association to perform ce the Country Club Community Association pursuant "Master Association" shall mean The New Albany communication of any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Declaration and the atticles of obligations set forth in the Master Declaration and the Association.

policies adopted by the Master regulations of the Master Association and documents, instruments and agreements established by Declarant creating and governing The New Albany Communities, including, not limited to, the Master Declaration, the articles of ŏ regulations incorporation and code of any procedures, rules, Association. Covenants, Conditions, Restrictions and Easements for The New Albany Communities dated as of Alegander 2 (1922) and recorded in the office of the Franklin County, Ohio Recorder as the same may be to time. from time penueur shall mean any person or entity holding membership "Member" shall mean any person or in the Country Club Community Association.

or other "Mortgage" shall mean any mortgage, deed of trust, or other security for the payment of a debt or obligation, "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by "Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgage. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

person or foreclosure "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Privately Owned Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgages, unless and until such person or ent.ty has acquired fee simple title whether pursuant to foreclosur

"Phase I Properties" shall mean all of the real property described in Exhibit A attached hereto.

"Plat" shall mean any plat maps filed in the office of the of Franklin County, Ohio, as they may be amended from time describing all or any portion of the Country Club Community Recorder to time,

interchangeably mean "Privately Owned Site" or "Site" shall interchangeably med property lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any Improvements thereon within the Country Club Community Arra provided, however. 'Privately Owned Site" or 'Site" shall not include: (i) any property owned by a public body, (ii) the Country Club Community Association Properties or (iii) any property owned the Master Association or with respect to which the Master

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract

such Owner and any natural person who is a quest or invitee of such Owner or of such person. ö the Privately Owned Site purchaser of an Owner who resides on

"Special Assessment" shall mean the Assessments levied in accordance with Section 8.6 of this Declaration.

instrument "Supplemental Declaration" shall mean a written instrument of accorded for the pripose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Country Club Community Properties to this Declaration.

6 to the Master Declaration pursuant to "The New Albany Communities" shall mean the Phase I Properties, together with any additional real property which is hereafter may become subject the terms thereof.

"Turne /9r Date" is defined in Section 4.6 hereof.

ARTICLE III

EXPANSION

as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration May add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be of the Declarant reserves the right, but shall not be obligated, to expand the Country Club Community Area to include all or part of the Expansion Country Club Community Properties. Declarant shall have the unilateral right to transfer to any other person the right to expand which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Franklin County, Ohio describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of the consent of the Owners. Any such expansion shall not require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion may be accounted to the expansion of the expansion may be accounted to the expansion of the expansion may be accounted to the expansion of the 40 amendment. being Annexed, provided, however, that this Declar modified with respect to property already subject Declaration except as provided herein for

ARTICLE IV

COUNTRY CLUB COMMUNITY ASSOCIATION OPERATIONS

Section 4.1. Country Club Community Association. The Country Club Community Association has been or will be formed as an Olio nonprofit corporation. The Country Club Community Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of Regulations.

Comparing a Site is more than one person, votes and rights of use end enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Country Club Community Association for each Privately Owned Site owned by Declarant. Membership in the Country Club Community Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use ant shall Association 4.2. Membership in the Country Club Community
Association. Each Owner of a Privately Owned Site Within the
Country Club Community Area shall be a Member of the Country Club
Community Association. There shall be one membership in the Country
Club Community Association for each Privately Owned Site within the
country Club Community Area. The person or persons who constitute
the Owner of a Privately Owned Site shall automatically be the
holder or holders of the membership in the Country Club Community
Association appurtenant to that Privately Owned Site, and such
membership shall automatically pass with fee simple title to the
Privately Owned Site. No Owner, whether one or more persons, shall
have more than one membership per Site owned, and in the event the such Owner's and may arrange for a Related User to perform some or all of such Owner obligations as provided in this Declaration, but no assignment relieve such Owner of the responsibility for fulfillment of all the obligations of an Owner under this Declaration. Improvements or otherwise to a Related User or Mortgagee Privately Owned Site. No Owner, whether one one one more more than one membership per Site owned,

representative may, however, that in the event that at least 51% of the voting power in attendance as any duly constituted meeting of the Members shall instruct the Country Club Community Representative as to the manner in which such representative is to vote on any issue to be voted on by the community representatives, then such representative shall cast all of the voting power of the Country Club Community Association in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or The Country provided in the Master Lalaration, voting on Master Association matters will be conducted by Community Representatives (as that is defined in the Master Declaration) elected by the members of Community (as that term is defined in the Master Community Documents). The Country Club Community Representative shall be elected by a majority of the votes then being cast by the non-Declarant Members. The Declarant shall not be entitled to cannon-Declarant Members. provided, the votes which such of the Members; provid sast 51% of the voting Votes for the votes which Club Community Representative shall cast the votes which representative represents in such manner as such representative sole and reasonable discretion, the Country Club Community Representative. 411 in such representative's sole and appropriate, acting on behalf of a for

opposition to such proposition. It shall be conclusively presumed for all purposes of Master Association business that the Country Club Community Representative in casting votes for the Members has acted with the authority and consent of the Members. All agreements and determinations lawfully made by the Master Association in accordance with the procedures established in the Master Declaration and in the code of regulations of the Master Association shall be by proxy, cast their voting power in favor of or in opposition to such issues. The Country Club Community Representative shall have the authority, in the Country Club Community Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Code of Regulations for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the community representatives. When the Country Club Community Representative is voting in such representative's own discretion, without instruction from the Members, then such representative may cast all of the votes of the Members as a unit or such representative may apportion some of the votes in favor of a given proposition and some of the votes in copposition to such proposition. It shall be conclusively presumed binding on all Owners and their successors and assigns. **Demeop**

bership. In the event the Owner of a Privately Owned Site is ethan one person, the vote for such Privately Owned Site shall exercised as they, among themselves, determine, and the Secretary the Country Club Community Association shall be notified of such Section 4.4. Voting Rights of Members. Each Member shall have the right to cast votes for the election of the Board of Trustees if the Country Club Community Association, the election of the Country Club Community Representative and on any issue to be voted by the Members under the terms of this Declaration. There shall be only one membership per Privately Owned Site and one vote per of Members. such advice, the event m designation prior to any meeting. In the absence of such advice the Privately Owned Site's vote shall be suspended in the event than one person or entity seeks to exercise it. Any Owner of a Privately Owned Site which is leased may assign the voting right appurtenant to such Privately Owned Site to the tenant, provided that a copy of the instrument of assignment is furnished to the secretary of the Country Club Community Association prior to any meeting. The Code of Regulations shall provide for the manner, voting procedures for meetings conduct and place, membership.

tribunals, to Managers, to officers of the Country Club Community Association, or to the Master Association or to agents and employees of the Country Club Community Association or of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for management of Section 4.5. Board of Trustees. The affairs of the Country Club Community Association shall be managed by a Board of Trustees. Subject to the provisions of Section 4.6 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The

the affairs of the Country Club Community Association. Action by or on behalf of the Country Club Community Association may be taken by the Board of Trustees or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

shall have the right to elect three of such trustees until the Turnover Date, the Board of Trustees shall be elected by the Members in accordance with the Code of Regulations. Notwithstanding the foregoing, until the closing of the sale of 100 Privately Owned Sites to non-Declarant Owners, the number of trustees shall be three and Declarant shall have the right to elect all three of such trustees. The trustees appointed by the any action that, in Declarant's opinion, impairs or restricts
Declarant's ability to develop and market its property within the
Country Club Community Area or the operation of the Club Facilitie
and other projects developed by Declarant or its assigns which are Section 4.6. Membership of Board of Trustees. Until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees until such Turnover Date and the rest of the Members (excluding Declarant) and other projects developed by Declarant or within The New Albany Communities.

ARTICLE V

DUTIES AND POWERS OF THE COUNTRY CLUB COMMUNITY ASSOCIATION

Section 5.1. General Duties and Powers of the Country Club Community Association has been formed to further the common interests of the Owners. The Country Club Community Association, acting through the Board or through persons to whom the Board has delegated such powers,

improve and general, power to do anything that may be necessary or desirable to ther the common interests of the Owners, to maintain, improve ance the Country Club Community Association Properties and to rove and enhance the attractiveness, desirability and safety of the and enhance the attractiveness, desirability and safety of the attractiveness. Club Community Area. Country further the enhance

Section 5.2. Duty to Accept Properties and Facilities

Transferred by Declarant. The Declarant may hereafter convey
cornon Area intended for common use by the Community Association as
common Area intended for common use by the Commers in the Country
Club Community Area for purposes including the location of signs for
identification of the Country Club Community Association Properties
and recreational facilities and other purposes. The areas so
designated by Declarant are dedicated hereby to the common use and
enjoyment of the Country Club Community Association for the
peclarant may hereafter convey other real or personal public. The
use and enjoyment of all or certain of the Owners for the purposes
as may be permitted by this Declaration. The Country Club Community
Association shall accept title to any interest to any real or
personal property transferred to it by Declarant. After any such
responsibility to perform any and all duties associated therewith. Country Club Declarant. impose special restrictions the maintenance ot y and special obligations on with respect to the maintena and payable), , the terms of any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Dec The property or interest in property transferred to the Community Association by Declarant may impose special regoverning the uses of such property and special obligation terms of this Declaration, Community Association subject to the claration, and real property taxes shall be subject to Master Declaration, property. governing the Country Club

THE COUNTRY CLUB COMMUNITY ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY. EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH

CCNVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ONDINARY OR ANY MARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ONDINARY OR ANY REPARTICULAR FURDES, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, COMFILETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN ACCURACY, COMPLETENESS, DESIGN, DATE OF COMPLETION OR THE FUTURE RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE RECONDMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE OF THE LASS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO ANY SITE, THE COUNTRY CLUB COMMUNITY ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR COSTS and expenses of any conveyance of any property by Declarant to the Country Club Community Association shall be paid for by the COUNTRY Club Community Association. TO THE INPROVENENTS AND REPAIRS TO BE COMPLETED AFTER THE

Section 5.3. Inspection of Common Area Improvements. Prior to the Board of Trustees of the Country Club Common Area from Declarant, the Board of Trustees of the Country Club Commonity Association, in its sole discretion, will select qualified experts to inspect all Improvements then located on such Common Area to determine whether the Improvements have been constructed in substantial compliance with the plans and specifications, as modified by any change orders, and to inspect for construction defects and for governmental code and to inspect for construction defects and for governmental code to a fitte within the Country Club Community Area acknowledge and agree to the inspectors selected by the Board and agree to abide by said inspectors determination. The Declarant will make all than the repairs indicated as necessary by the inspection reports. The Country Club Community Association and all Owners and Members, by the acceptance of title to any property or the deed to any Site release Declarant from any further obligations with respect to inspection occeptance of title to any property or the deed to any Site Declarant from any further obligations with respect to to Common Area Improvements not contained in this Section said inspectors determination. The Declarant will make all necessary repairs to such Improvements indicated by the inspection reports at its sole cost and expense. The Declarant will have no obligation to make any additional repairs to such Improvements otherwards.

the Country Club Community Association Properties and shall maintain and keep the Country Club Community Association Properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements Section 5.4. Duty to Manage, Control and Maintain Country Club Community Association Properties. The Country Club Community Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of unless such maintenance is the Common Area, nodn responsibility of the Master Association. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities set forth in this Declaration, after giving the Board reasonable notice and an opportunity to correct its deficient maintenance. In such event, all costs of such maintenance shall be assessed only against the Owners. The assumption of this responsibility may take place either by contract or because, in the sole opinion of the board of trustees of the Master Association, the level and quality of service then being provided is not consistent with the standards set by the Association The Master Association and the standards of the Master Association shall be the sole judge of the appropriateness of any assumption of maintenance responsibilities and quantity and quality of the maintenance performed or to be performed. The Country Club Community Association and all Members and Owners, by the acceptance of title to any property or the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to 5.4 this Section

include, Section 5.5. Duty to Maintain Hazard Insurance. The Country Club Community Association shall obtain insurance for all insurable Improvements owned by the Country Club Community Association in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage; which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment. Such policy shall include if applicable, a standard form of mortgagee clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or the equivalent. In addition, such afford protection against at least the following: 5.5.1. Loss or damage by fire and other hazards covered by standard "all-risk" endorsement, and by sprinkler leakage, is removal, cost of demolition, vandalism, malicious mischief, and damage; debris removal, cost Water windstorm, and

5.5.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Country Club Community.

The Country Section 5.6. Duty to Maintain Liability Insurance. The Country Club Community Association shall obtain a comprehensive policy of public liability insurance insuring the Country Club Community Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Country Club Community Association Properties or streets and roads within the Country Club Community Area, and legal liability arising out of lawsuits related to employment contracts of the Country Club public oŧ Such comprehensive policy out of lawsuits related Community Association.

elevator collision, garagekeeper's liability, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to Endorsement or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of negligent acts of the Country Club Community Association or any other Owner, with a limit of not less than \$1,000,000 covering allotter Owner, with a limit of not less than \$1,000,000 covering allotter Owner, with a limit of not less than \$1,000,000 covering allotter Owner, with a limit of not less than \$1,000,000 covering allotter of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable Interest "Severability of include a Community. liability insurance shall Country Club

Section 5.7. Duty to Maintain Fidelity Insurance. The Country Club Community Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, employees and agents and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Country Club Community Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be Such fidelity coverage shall name the Country Club Community Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Country Club Community Association, including reserves. Such bonds the Manager and its officers, employees, and agents. contain walvers by the issuers of all defenses based upon ion of persons serving without compensation from the expressions or similar terms or "employees, definition of required for exclusion of

an area of all any of the Section 5.8. Duty to Maintain Flood Insurance. If any of the Country Club Community Association Properties is located in an alidentified by the Secretary of Housing and Urban Development as area having special flood hazards and for which flood insurance been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Country Club Community Association in the amount of 100% of the current replacement cost (as defined in Section 5.5 hereof) of a Buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the whichever as amended, 1968, National Flood Insurance Act of

ition 5.9. Insurance and Bonds Recuired by Government of Agencies. The Country Club Community Association shall and keep in full force and effect such insurance and bonds required from time to time by Government Mortgage Agencies agreed to insure of to guarantee, any Mortgage on any Privately Owned Site within the Country Club Community Area, except to the extent such insurance or bond is not reasonably obtainable or habeen waived in writing by such Government Mortgage Agency. ent that any such Government Mortgage Agency holds, to insure or to guarantee, any Mortgage on any Priva Section 5.9. extent that þ

- Section 5.10. Provisions Common to Hazard Insurance, Liabilitical Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Country Club Community Association under the provisions of Sections 5.5, 5.6, 5.7 and 5.8 hereof shall be subject to the following provisions and limitations:
- the Country Club Community Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Country Club Community Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5:10 as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under such relicion. such policies;
- insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or In no event shall the 5.10.2. Mortgagees;
- be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Country Club Community Association, or (b) failure of the Country Club Community Association to comply with any varianty or condition with regard to any portion of the Country Club Community Club Community Association has no control;
- 5.10.4. The policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgages and insureds named therein;
- by the insurer as to any and all claims against the Country Club Community Association and the Muster Association and their trustees, officers, agents and employees and any Owner and their respective quests, agents, employees, or tenants, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;
- carrier that, notwithstanding any provisions thereof which give the carrienthe right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Country Club Community Association (or any Insurance Trustee) or when in conflict with the provisions of any insurance trust agreement to which the Country Club Community law; o£ or any requirement agreement to which the be a party or any requi Association may
- 5.10.7. All policies shall be written with a company at to do business in Ohio and holding a rating of A or better financial category as established by A. M. Best Company. licensed

the most nearly if reasonably available, or, if not available, equivalent rating.

PLIE 5.10.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Ohio area; all

S.10.9. No policy may be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Trustees, officer, agent or employee of the Country Club Community Association or its duly authorized Manager without prior demand in writing delivered to the Country Club Community Association and the Master Association to cure the defect and the allowance of a ል within which the defect may be cured the Master Association, its Manager, or Mortgagee. the Country Club Community Association, any Owner, or reasonable time thereafter

Section 5.11. Duty to Maintain Officers' and Trustees' Persona. Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and trustees' personal liability insurance shall be obtained by the Country Club Community Association to protect the officers, trustees and the Architectural Review Committee members and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Country Club Community Association.

hereafter Section 5.12. Duty to Maintain Workers' Compensation rance. The Country Club Community Association shall obtain ers' compensation or similar insurance with respect to its oyees, if any, in the amounts and forms as may now or hereaf workers compensation employees, if any, in required by law. Insurance.

Section 5.13. Other Insurance. The Country Club Community Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Country Club Community Association's responsibilities duties. Section 5.14. Power to Adopt Rules and Regulations. The Country Club Community Association, from time to time and subject to the provisions of the Master Association Documents, may adopt, amend and repeal rules and regulations, to be known as the "Country Club Community Rules." governing among ather the sounds. among other things governing,

the Country Club Community Association The use of 5.14.1. Properties;

Collection and disposal of garbage and trash; 5.14.2.

- 5.14.3. The burning of open fires;
- animals within the Country Club The maintenance of 5.14.4. Community;
- Parking restrictions and limitations; 5.14.5.
- of maximum speeds for vehicular The posting of maximum speeds i traffic rules on private roads; and other 5.14.6. traffic
- Establishment of times or other restrictions commercial vehicles may be permitted to use any or all of 5.14.7.
- Shen S times conventionally equipped passenger automobiles) and the times any vehicle or motorized vehicle or device may be permitted the Country Club Community area of Association Properties; roads or any other
- Fines for the infraction of the Country Club 5.14.9. Community Rules;
- 5.14.10. Additional Design Guidelines;
- 5.14.11. Additional use restrictions;
- and Maintenance performance standards; 5.14.12.
- 5.14.13. Any other rule or regulation deemed necessary, desirable or advisable by the Country Club Community Association to promote the health, safety or welfare of the Owners and residents of property within the Country Club Community.

of each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Country Club Community Rules and shall see that the Related Users of such Owners shall comply with the Country Club Community Rules. In the event of currently of this Declaration at the in this Country available shall comply with the Country Club Community Rules. In the earny conflict between the Country Club Community Rules and the the Community Rules shall be given in writing to each Owner address for notices to the Owners as elsewhere provided or repeal of any of Regulations, and copies of Community Rules shall be made a the provisions Declaration or the Code of Regulations, amendment this Declaration, adopt ion, effective Country Club the provisions of shall prevail. Notice of

the Architectural Review Committee in the complete the Committee's functions, and shall in all respects section 5.15. Assist Architectural Review Committee. The ry Club Community Association shall in all respects cooperate and assist the Architectural Review Committees Guidelines, its Design of fulfillment of the Committee's functions, assist the Committee in the enforcement of regulations and decisions. Section Country

STATE OF Newyor COUNTY OF NEWY

day of Ethologe, 1998, by Jeffre v.E. Epsten, Pesicent of N.A. Property, Inc., a Delaware corporation, the managing member of The New Albany Company LLC, a Delaware limited liability company, on behalf of the corporation and the company. The foregoing instrument was acknowledged before me this GR.

James K. She Notary Public

DARREN K. NDYKE
NOTBY Public, State of New York
No. OZINSO67514
Oualified in New York County
Commission Expires Oct. 15, 1512

SS COUNTY OF Newlork STATE OF NEWY

The foregoing instrument was acknowledged before me this $\frac{q^{1h}}{2}$ day of Libbert 1998, by Lefter Epster Les clant of N.A. Property, Inc., a Delaware corporation, general partner of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership. C. teber

DARREN K. INDYKE
Notary Public, State of New York
No. 02/N5/067514
Qualified in New York County
Commission Expires Oct. 15, 116 Notary Public

This Instrument was prepared by:

Vorys, Sater, Seymour and Pease LLP D. Michael Schira, Esq. Columbus, Ohio 43215 52 East Gay Street

09/10/98 - 8168469.01



DESIGNATION OF SUCCESSOR DECLARANT

MASTER COMMUNITY

referred to as "Declarant"), and THE NEW ALBANY COMPANY LLC, a Delaware "Designation") is made as of the 8th day of October, 1998, by THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter DECLARANT limited liability company (hereinafter referred to as "Successor Declarant") SUCCESSOR Ą DESIGNATION THIS

WHEREAS, on December 3, 1990, the New Albany Company, an Ohio general partnership, predecessor to Declarant, filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the Office of the Recorder, Franklin County, WHEREAS, Declarant was named as the successor declarant pursuant to that certain Designation of Successor Declarant dated December 1, 1992 recorded at OR 21256D15 in the Office of the Recorder, Franklin County, Ohio; WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to designate a successor in interest of its rights as declarant under the Declaration; and WHEREAS, Declarant has undergone a transaction resulting in Successor Declarant becoming the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the Declaration.

Declaration and Successor Declarant hereby acknowledges and accepts such decignation. Declarant hereby declares that Successor Declarant is the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the NOW, THEREFORE, pursuant to the powers reserved in the Declaration,

JOSEPH W. TESTA 0CT 20 1998 shall have the power to assist the Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and cooperate with the Master Association so that the Master Association and the Country Club Community Association can most efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Master Association or the Country Club Community Association may use they may contract with each other to better provide for such cooperation. The payment for such contract Services or a variance in services provided may be reflected in an increased Assessment by the Master Association for the Country Club Community or by an item in the Country Club Community Association's budget which shall be collected through Country Club Community Association as and remitted to the Master Association. If the Country Club Community Association as and remitted to the Master Association. If the Country Club Community and remitted to the Master Association. reasonable notice and an Country Club Community Association, suntil such time as the Country Club Community Association a reasonable fee for such functions. remitted to the Master Association. If the Country Club Commun Association fails, neglects, or is unable to perform a duty or obligation required by the Country Club Community Documents, the Master Association may, after reasonable notice and an opportunity to cure given to the Country Club Community Association such duties or obligations until such time as the Count Club Community Association is able to resume such functions, and charge the Country Club the performance of such

to cancellation or less prior may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more that three years, and each such contract shall be subject to cancellation by the Country Club Community Association on 90 days or less prior notice without cause and without payment of a termination fee. The improper exercise by Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenarce Fund except upon specific prior approval and direction by the Board. Roard shall not be liable for any omission or improper exercise by тау ре Manager The or function. duty, power, Master Association. any Manager

Section 5.18. Ownership of Other Property. The Country Club acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Country Club Community Association by

Association 5.19. Roads and Streets. The Country Club Community roads, if any, within the Country Club Community, including periodic maintenance of the surface and requiar snow, ice and trash removal, except such private drives as are located on Privately Owned Sites or private roads which are the responsibility of the Master Association to maintain. The Board shall cooperate with the shall cooperate with the officials and the Master Association to maintain. The Board applicable traffic and fire control Association, to post all public and private drives, roads and streets with traffic control, fire lane, and parking regulation signs. The Country Club Community Association shall mow the grass and properly maintain the landscaping within public rights-of-way along public roads within the Country Club Community Area.

The Country Club Community a Privately Owned Section 5.20. Books and Records. The Country Club Communit Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Country Club Community Documents, and the books, records, and financial statements of the Country Club Community Association prepared pursuant to the Code of Regulations. The Country Club Community Association prepared pursuant to the Code of Regulations. Community Association may charge a reasonable fee for copying materials. Notwithstanding the foregoing, records concerning status of the accounts payable with respect to a Privately Own Site shall only be made available to the Owner or a Mortgagee Site. Privately Owned

the Turnover nereunder unless such rights and easements are expressly conveyed the Country Club Community Association by recorded written Section 5.21. Successor of Declarant. The Country Club Community Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. the rights and easements reserved to Declarant after Community Association shall not, Country Club succeed to

Section 5.22. Implied Rights and Obligations. The Country Club Community Association may exercise any other right or privilege given to it expressly by the Country Club Community Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Country Club Community Association shall perform all of the duties and obligations imposed on it expressly by the Country Club Community Community Documents or reasonably necessary to perform the duties and obligations contained in the Country Club Community Documents. Documents and every other duty or obligation reasonably implied from the express provisions of the Country Club obligations imposed on it Documents and every other

interest enter into cooperative agreements with the person or entity owning or operating the Club Facilities regarding matters of mutual interest including, but not limited to, maintenance, security, and recipiessements for ingress and egress. Section 5.23. Cooperation with Club Facilities Owner. Country Club Community Association shall have the power to

otherwise, shall be construed to grant and reserve the rights and powers contained under this Article V, even though no specific reference to such rights and powers appears in the instrument for N O conveyances of Section 5.24. Rights Deemed Created. All conveyances Privately Owned Sites hereafter made, whether by Declarant otherwise, shall be construed to grant and grant and

ARTICLZ VI

COUNTRY LLUB CONSESSITY ASSOCIATION PROPERTIES

Section 6.1. Cuners' Essements of Enjoyment. Every Owner shall have a non-exclusive essement for the use and enjoyment of the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of this Peclaration including, but not limited to, the essements set forth in this Article and all conditions, restrictions, eastments, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Any Owner may, subject to the rom time to time by the Board, Section 6.2. Delegation of Use. Any Owner may, subject to the Country Club Community Rules adopted from time to time by the Board delegate, in accordance with the Country Club Community Documents, his right of enjoyment in the Common Area and facilities to his tenants, employees, family, guests or invitees.

Section 6.3. Owner's Megligence. In the event that the need for maintenance, repair, or replacement of the Country Club Community Properties, or any Improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by any member of an Owner's family, or by an Owner's guests, tenants or invites, then the expenses, costs and fees incurred by the Country Club Community Association for such maintenance, repair, or replacement, in the amount for which the Owner is family members, guests, or invites are liable under Ohio law, shall be a personal obligation of such Owner; and, if not repaid to the Country Club Community, Association within seven if not repaid to the Country Club Community, Association gives notice to es or the total amount, or of amounts due from time to time, privately Owned Site and may be enforced in annual the after the Country Club Community Association Owner of the total then the

shall be deemed institute or any such action shall be liable to to cause Association Properties be owned by the Country Club Community Association and no Owner shall bring any action for partition or division of the Country Community Association Properties. By acceptance of a deed or ot instrument of conveyance or assignment. Section 6.4. Title to Country Club Community Association erties. The Country Club Community Association Properties amed by the Country Club Community Association and no Owner maintain a partition action or any other action designed to cau division of the Country Club Community Association Properties, this Section may be pleaded as a bar to any such action. Any (its costs, Country Club Community Association, and hereby agrees to thourse the Country Club Community Association are sessionable attorneys fees in defending any surion. In the event of the dissolution of the Country Club tunity Association, other than incident to a merger or 40 rights Community v to have specifically wained such Owner smaintain a partition action or any orbit this of the Court shall institute or maintain the Country Club action. In the event of the Community Association, other reimburse the Country Cluexpenses, and reaconable consolidation. Properties.

shall, to the extent reasonably possible, be conveyed to the Master Association to be used, in any such event, for the common benefit of Owners for similar purposes for which the Country Club Community Association Properties were held by the Country Club Community shall immediately thereupon bold title to the Country Club Community Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of this Declaration.

cother instrument with respect be necessary or approrriate Country Club Community Section 6.5. Country Club Comunity Association as Constitutes and appoints the Country Club Community Association as such Owner's true and lawful attorney-in-fact in such Owner's name place, and stead for the purpose of dealing with the Country Club execute, and deliver any place, and stead for the purpose or the transport of the Community Association Properties, or any part thereof, upon the damage or destruction as provided in this Article or a complete partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the grantee of a deed or other instrument of conveyance from the complete the Declarant or from any Owner shall constitute appointment of attorney-in-fact as herein provided. As attorney-in-fact, Country Club Community Association shall have full and comp and power to make, deed, waiver, or of contract, assignment, deed, waiver, or to the interest of any Owner which may to exercise the powers granted to the C Association as attorney-in-fact. authorization, right, contract, assignment,

Repair <u>ب</u> destruction. practical after an event causing damage to or destruction of any Improvement owned by the Country Club Community Association, the Country Club Community Association, the Country Club Community Association, the Gountry Club Community Association shall be minor, obtain an estimate or estimates that deems reliable and complete of the costs of repair and reconstruction of such Improvement so damaged or destroyed. "Refeand reconstruction" as used in this Article shall mean restoring damaged or destroyed Improvement; to substantially the same condition in which they existed prior to the damage or destructic

or Section 6.7 Repair and Reconstruction. As soon as practical shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Country Club Community Association may take any and all necessary or appropriate action to effect repair and reconstruction and no the Country Club Communities the period of insurance shall be necessary consent or other action by any owner shall be nece connection therewith. Assessments of the Country Association shall not be abated during the period adjustments and repair and reconstruction. Section 6.8. Funds for Repair and Reconstruction. The proceeds insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, replacement and reconstruction, to's Country Club Community Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or accual costs of repair, replacement and reconstruction. Further levies may be made in like manner if the emounts collected prove insufficient to complete the repair, and reconstruction. replacement

from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be hold by the Country Club Community Association as surplus funds in accordance with Section 9.3. Rection 6.9. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Country Club Community Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special

Country Section 6.13. Decision Not to Rebuild. If Declarant and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event such damaged or destroyed Country Club Community Association Properties shall be restored to its natural state and maintained as an undeveloped portion of the Country Club Community Association Properties by the Country Club by the Country Club accordance with Section Association in a neat and attractive condition, insurance proceeds may be held by the Country Cl Association as surplus funds in accordance with remaining insurance pr Community Association Community

Section 6.11. Rights of Owners. Whenever all or any part of the Country Club Community Association Properties shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Country Club act as attorney-in-fact for all Owners thereto, unless otherwise prohibited by Community Association shall in the proceedings incident

the Country Section 6.12. Partial Condemnation; Distribution of Award; Reconstruction. The award or payment made for any taking or conveyance described in Section 6.11 shall be payable to the Colub Community Association as Trustee for all Owners to be distributed as follows: If the taking involves a portion of the the taking involves a portion of Common Area on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67 percent of the Owners (other than Declarant) shall otherwise agree in writing, the Country Club Community Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees and the Architectural Review Committee. If such Improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds may be held as surplus in accordance With Section 9.3.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. In addition to those set forth in the and reserves, certain rights as described in this Declaration with respect to the Country Club Community Association, the Country Club Community Association, the Country Club Community Area. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Country Club Community Association and in each deed by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant hereunder may be transferred to other persons or entities, provided that the transfer and provided is in a Declarant further Community Area is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected or necessary for the use and operation of instrument by which any property within the Country Club exceptions, exclusions in the Country recorded enlarge a right beyond that described herein to such transfer shall be effective unless it istrument signed by the Declarant and duly recthe Recorder of Franklin County, Ohio. Declas located the right to create reservations, the Declarant whether otherwise. no such transfer and easements convenient further, no series Or ther property of Area Shall not office of . Jaman Ity other

Section 7.2. Declarant's Approval of Conveyances or Changes in Country Club Community Association Properties. The Country Club Community Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of the Country Club Community Association Properties, use the Country Club Community Association Properties other than solely for the benefit of Comers, or mortgage the Country Club Community Association Properties. Section 7.3. Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Country Club Community Association, and any trustee or Manager, and their respective officers, egents, employees, and assigns upon, across, over, in, and under the Country Club Community Area as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Country Club Community Association is obligated or permitted to perform pursuant to the Country Club Community Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Privately Owned Site as required by the Country Club Community Documents. The Country Club Association shall not unreasonably interfere this easement. use of the Owners in the Community rights of

Section 7.4. Golf Easements. The Declarant hereby reserves for itself and for the benefit of the person or entity owning or operating the Club Facilities and the members and their guests of the Club Facilities, the following described easements (collectively or individually the "Golf Easements"):

- placed 4.1. The golf cart path easements designated as such on walkways, maintenance and vehicle access, and unhindered access between said paths and the Club Facilities. Nothing shall be placed or maintained in any golf cart path easement area which shall interfere with utilization thereof as a playable part of the Club
- of the 7.4.2. The golf course easement designated as such on Plats which shall be developed as part of the Clubies for purposes of landscaping or the placement of any wents. No Improvement shall be placed in a golf course golf course the holder the prior written consent of Facilities for purposes of Improvements. No Improveme area without easoment. essemen c
- an easement permitting golf balls unintentionally to come upon the Sire and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Site to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. The Country Club Community Association, the Master Association, the

person's in any way for any disputes between an Owner and any person the Club Facilities. All Owners, by acceptance of the ance of a Site, assume all risks associated with errant golf and all Owners agree and covenant not to make any claim or ute any action arising or resulting from any errant golf any damages that may be caused thereby, or for negligent of the Club Facilities or the location of the Site. she 11 of the Club Facilities and the Declarant sharecarstances, be held liable for any damage or from errant golf balls or the exercise of this or the Declarant, the Country Club Community Association nor the Master Association shall be responsible or Meither the Declarant, not, under any circumstances, injury resulting from errant gesement. Meither the Declara owner or operator institute any balls, any design of the conveyance Dalls, nee of

s and to impose that time and Is made for the benefit of Declarant, the owner or operator of the associated with the Club Facilities, and invited guests of any golf club associated with the Club Facilities, and for associated maintenance and service personnel, for golf course and related recreational Declarant reserves the right to grant or deed such easement rights to the person or entity developing the Club Facilities and to imposuch additional restrictions on the Golf Easements at that time and from time to time as may be reasonably required to effectuate the purposes of such easements. The reservation of the Golf Easements poses of such easements. The reservade for the benefit of Declarant, purposes. sesodind

Rection 7.5. Easement Regarding Golf, Tennis or Other Recreational Use. Declarant hereby reserves for itself and for the benefit of the person or entity owning or operating the Club Facilities and the members of any club associated with the Club entrances of the Country Club Community Area and the Country Club Community Area and the Country Club Community Area of the Country Club Community Association Properties during any use of the Club Facilities golf, tennis or other facilities as a spectator, worker or purveyor at or for any tournament or activity in connection therewith for the purpose of ingress, egress or access to such therewith for the purpose of ingress, egress or access to such facilities. Declarant reserves the right, at any time prior to the Turnover Date, to impose upon the property located within the Country Club Community Area, such other easements as are required cy Area, such other e the Club Facilities. Turnover Date, to impose upon Country Club Community Area, the enjoyment of

Any disputes as to the extent of any of the easements described section 7.4 or this Section shall be determined by Declarant in sole and absolute discretion. Neither Declarant, the members of club associated with the Club Facilities (including non-resident sers), nor their quests shall be charged or required to pay any fees in connection with such easements other than those charged the owner or operator of the Club Facilities for the use of the members), nor their quests s use fees in connection with or operator Club Facilities. by the owner in Section

the Declarant or otherwise, the rights, powers and even though no specific conveyances Section 7.6. Easements Deemed Created. All conveyance property within the Country Club Community Area, including Owned Sites, hereafter made, whether by the Declarant or ot shall be construed to grant and reserve the rights, powers and reserve a this contained in easements

reference to such rights, powers and easements or to this Article VII appears in the instrument for such conveyance.

ARTICLE VIII

COVERNIT FOR HAINTERANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Privately Owned Site owned by the Declarant, for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Country Club Community Association: (a) Base Assessments for the items set forth in subsections 9.1.1, 9.1.2 and 9.1.3; (b) Special Assessments for capital Improvements and other purposes as stated herein; and (c) Lefault Assessments which may be assessed against an Owner s Privately Owned Site pursuant to the Country Club Community Documents or because the Country Club Community Association has incurred an expense on behalf of the Owner under the with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment fell due. No Owner may waive or otherwise exempt himself from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Country Club Community Association Properties or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged including, by way of illustration and not limitation, any alleged failure of the Country Club Community Association or Board of the Country Club Community Association or Board of to take some action or perform some function required to be performed by the Country Club Community Association or Trustees under the Country Club Community Documents or for together Board of Trustees under the Country Club Community Documents or for inconvenience or discomfort arising from the raking of repairs or improvements which are the responsibility of the Country Club Community Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other and Default continuing lien upon the Privately Owned Site against which such Assessment, twith interest, costs, and reasonable attorneys' fees, shall the personal obligation of the Owner of such Privately Owned Country Club Community Documents. The Base, Special, and DASSessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be Association has incurred an expense on behal Country Club Community Documents. The Base, Assessments, together with interest, costs. authority. Trustees to take some

Section 8.2. Purpose of Assessments. The Assessments review of the Country Club Community Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Country Club Community and for the acquisition, improvement and maintenance of the Country Club Community Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and

pu materials, management, and supervision, the salary or fee of Manager, administrative costs and the payment of interest and principal on funds borrowed by he country club Community Association. prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments for the next year and an estimate of the total Assessments for the next year and an estimate of the total Assessments to be charged and fistribute them to the Owners at least 30 days prior to the annual meeting of the Board. The Owners shall have the opportunity to discuss them at the annual meeting prior to their final approval. On or before Dromber 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Country Club Community Association'r Base Assessments for the following year. Each budget that include funds for establi and maintenance of those Improvements on the Country Club Community Association Properties which must be replaced on a periodic basis, and for taxes, capital Improvaments, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the rior year's

Association and the denominator of which is the aggregate current assessed Valuation of all Privately Owned Sites. Once established, except for correction of a clerical error, the Assessed Valuation for each Privately Owned Site shall be final and there shall be no adjustment for that year for any increase or decrease in the real estate tax valuation of such Privately Owned Site by reason of any complaint filed pursuant to Ohio Revised Code Section 5715.01 Section 8.4. Calculation and Apportionment of Base Assessments. For the purpose of providing funds for the items apecified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board chall for each year, commencing with the year 1991, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the product of (a) the then current Assessed Valuation for such Privately Owned Site multiplied by (b) a to the total fraction, the numerator of which is an amount equal to the total Base Assessment then being levied by the Country Club Community Association and the denominator of which is the aggregate currer

the year to each 8.4.1. As soon as shall be practicable in each year, Country Club Community Association shall cause to be sent to ea Owner a written statement providing the amount of the Base Assessment with respect to such Privately Owned Site for the ye

Date, the Declarant may elect 8.4.2. Prior to the Turnover Date, the Declarant may ele to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pa any deficit incurred in operating the Country Club Community Association and the Country Club Community Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating the Country Club Community Association and the Country Club Community Association Froperties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year.

in advance the Owned Site or affect the Country Club Community Association's ability to enforce or collect its Assessments as provided hereunder and shall Bection 8.5. Date of Commencement of Base Assessments; Due Privately Janed Site on the day of the closing of the conveyance of the Privately Janed Site to an Janer. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Country Club Community Properties Annexed to the Country Club Community Area on basis the Board of the Country munity Properties Annexed to the Country Club Community Area aday of the recording of the Supplemental Declaration corporating them into the Country Club Community Area, and sha prorated according to the number of days remaining in the lendar year. Assessments shall be collected on a periodic bas the Board may determine from time to time, but until the Boar the Board may determine from time to time, but until the Boar the Soard may determine from time to time, but until the Boar the Start of Maurise, Assessments shall be payable quarterly in advithe first day of each calendar quarter. The Country Club directs otherwise, As dessments shall be payable quarterly in advon the first day of each calendar quarter. The Country Club Community Association may agree with the Master Association for Master Association to collect Base or Special Assessments of the Country Club Community Association and remit them to the Country Club Community Association on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Country Club Community Association's lien against any Privately 1.1 Association the Master the day of the recording of are not remitted to incorporating them into calendar year.

repair or replacement of a described the necessary fixtures and personal 10 days lition to the Base the Board of Trustees sessment, for the exceeds that purpose Owners as determined such notice shall and at such times as determing installments extending beyond by proxy, at least 10 the meeting. such Special Assessment that excoorthe Board for that year shall 67% of the votes of the Owners with at a special meeting of the Own Code of Regulations for that puri the Owners, and any ich shall set forth the purpose of the me of the amount of any Special Assessment thereof shall be given promptly to the Ow be due less than 30 days after such notic Section 8.6. Special Assessments. In addition to t Assessments authorized by Section 8.1 hereof, the Board may levy, in any Assessment year, a Special Assessment, purpose of defraying, in whole or in part, the cost of a construction or reconstruction, repair or replacement of to this times require the assent of at least 67% of the votes of tare voting in person or by proxy at a special meetinduly called as provided in the Code of Regulations fattended by at least 60% of the Owners in person or written notice of which shall be sent to all Owners ts pursuant and at such Special Assessments be payable in manner including Any annual budget such be due less property related thereto. <u>.</u> and may capital Improvement, in advance and which Notice in writing of by Owners 25% of the gross require the assen e for payment payment shall given. the Board, payable

the Assessment year in which the Special Assessment is approved, ithe Eoard so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose

section 3.7. <u>Default Assessments</u>. All monetary fines assessed against an Owner pursuant to the Country Club Community Documents, or any expense of the Country Club Community Association which is the obligation of an Owner or which is incurred by the Country Club Community Association on behalf of the Owner pursuant to the Country Club Community Documents, shall be a Default Assensment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their

Section 8.8. Effect of Mon-payment of Assessment Lien; Remedies of the Country Club Community Association. Any Assessment installment, whether of a Base, Special, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Country Club Community Association, in its sole discretion, may take any or all of the following actions:

Assess a late charge of not less than 5% of 8.8.1. Andelinguent amount; 8.8.2. Assess an interest charge from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;

Suspend the voting rights of the Owner during 8.8.3. Susperperiod of delinquency;

il year in question so that unpaid Assessments for the the fiscal year shall be due and payable at once; Accelerate all remaining Assessment installments for the fiscal year remainder of

8.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;

File a statement of lien with respect to the site, and foreclose on the Privately Owned Site Privately Owned Site, and foreclose set forth in more detail below; and 8.8.6.

8.8.7. Suspend the rights of the Owner to use the Country Club Community Association Properties and the Common Area during any period of delinquency.

The Country Club Community Association may file a statement of lier by recording with the Recorder of Franklin County, Ohio, a written statement with respect to the Privately Owned Site, setting forth the name of the Owner, the legal description of the Privately Owned

site, the name of the Country Club Community Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Country Club Community Association or by the Manager, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Country Club Community Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Country Club Community Association may proceed to foreclose the lien in the same manner as a part of fees with against it and each other Site shall be charged, in addition to it usual Assessments, its prorate share of the Assessment that would have been levied against such Site had it not been acquired by the be levied Owners. In either a personal or foreclosure action, the Country Club Community Association shall be entitled to recover as a part the action, the interest, costs, and reasonable attorneys fees respect to the action. The Country Club Community Association shave the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Country Club Community association is a selected to the community association and the same. records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Country Club Community Association may proceed to foreclose the lien in the same manner provided for the foreclosure of mortgages under the statutes of State of Ohio. Such lien shall be in favor of the Country Club Community Association and shall be for the benefit of all other foreclosure. no Assessments shall as a result of forecl be exclusive and the my other remedies to Community Association may enforce any other remed delinquent Assessments as may be provided by law. Community Association as Association following foreclosure, remedies herein provided shall not Country Club

Site for jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, without prior or owners thereof expenses, and attorneys' fees against such prior. against such Privately Owned Site, successor's right to recover from any certificate such successor's fee simple interest Section 8.9. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Country Club Community Association's perpetual lien on a Privately Owned Site such Assessments, all successors to the fee simple title of a Club Community Association This and shall without prejudice to any such successor's right to the prior Owner any amounts and successor's right to the prior Owner any amounts and successor's right to the prior Owner any amounts and successor's right to the prior Owner any amounts and successor's right to the prior Owner any amounts are a successor's right to the prior Owner any amounts are a successor's right to the prior Owner any amounts are a successor's right to the prior of the pr In addition, such successor nent of liens shown on any ce such amounts due before the chall not be personal and sha amounts paid thereon by such successor for such amounts due in the Privately Owned Site. In addition, entitled to rely on the statement of liens issued by or on behalf of the Country Club Site shall terminate upon termination of Section 8.12 hereof title to the ď 410 liability acquiring

Mortgage 8.10. Subordination of the Lien. The lien of the provided for herein shall be subordinate to the lien of money loan evidenced by a recorded First Mortgage and moring loan to refinance any such purchase money loan, evidenced by a First such refinancing is any purchase money loan evidenced by to any refinancing loan to refinance provided that any such refinancing is Section Assessments

of record. However, the lien of the Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of the Country Club Community Area shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any any Privately Owned Site from liability for any public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of nor the to all Privately Owned Site from the lien of, any Assessments made the direction 9 for, shall extinguish the lien of such Assessments as to instantich became due prior to such sale or transfer, and the such extinguished lien may be reallocated and assessed thrivately Owned Sites as a common expense at the direct Board. No sale or transfer shall relieve the purchaser transferse of a Privately Owned Site from liability for

the Section 8.11. Exempt Properties. The following portions of Country Club Community Area shall be exempt from the Assessments, and liens created herein: charges,

or any 8.11.1. All properties dedicated to and accepted by the City of Columbus, Ohio, or the Village of New Albany, Ohio, or any other governmental entity, and devoted to public use;

8.11.2. All utility lines and easements;

The Country Club Community Association Properties;

8.11.4. Any property owned by the Master Association or with respect to which the Master Association has any right, title or interest.

The Club Facilities are located on properties not governed by this Declaration or the Country Club Community Documents and, therefore, an Assessment is not applicable to those properties.

Upon 10 days Veritten notice to the Treasurer of the Country Club Community
Association or the Manager and payment of a processing fee set by
the Country Club Community Association from time to time, not to
exceed \$50, any Owner or Mortgagee of a Privately Owned Site shall the account for such Privately a statement of Site setting forth: furnished

8.12.1. The amount of any unpaid Assessments (whether Base, Special, or Default Assessments), interest, late charges, costs, expenses, and attorneys fees then existing against a particular Privately Owned Site;

- ğ installments 8.12.2. The amount of the current periodic installments the Base Assessment and the date through which they are paid; and
- information deemed proper by the Country other 8.12.3. Any other Club Community Association.

The information contained in such statement, when signed by the Tressurer or Marager, shall be conclusive upon the Country Club Community Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

walver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Country Club Community Association. or failure of to deliver or Section 8.13. Failure to Assess. The omission or failu Board to fix the Assessment amounts or rates or to delive to each Owner an Assessment notice shall not be deemed wer, modification, or a release of any Owner from the obl

ARTICLE IX

USE OF MAINTENANCE FUNDS

- Section 9.1. Application of Assessments. The Country Club Community Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it to this Declaration, and all other funds and property received by from any source, including, without limitation, the proceeds of loans referred to in Section 9.2 and the surplus of funds referred to in section 9.1 to the following, in the order stated:
- ipal and interest, when the Country Club Community any agreement with holders Section 9.2 hereof; all principal loaned to the Association, to the extent required under any or owners of debt obligations referred to in 9.1.1. The payment of on all sums borrowed by or
- 9.1.2. Administrative costs and expenses incurred by the Country Club Community Association in the exercise of its powers, authority, and duties described in the Country Club Community authority, and duties ρĽ Documents;
- and repair, replacement and scost of labor, equipment, id the salary of the Manager, safety, the Country the 9.1.3. The promotion of the recreation, health, sad welfare of the Owners and occupants of the Country Club Community and for the improvement and maintenance of the Country Club Community Properties, including, but not limited to, the additions thereto, reserve accounts, the cost materials, management and supervision and the payment of taxes and insurance thereon,

- the Country Club conditions deemed appropriate providing funds for uses specified in Section 8.2, the Country Clucommunity Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriby the Board. In order to secure the repayment of any and all borrowed by or loaned to it from time to time, the Country Club Community Association is hereby granted the right and power:
- ine Country Club Community the proceeds of the Base and to 9.2.1. To assign and pledge all revenues received be received by it under any provision of the Country Club Co Documents, including, but not limited to, the proceeds of the Assessments payable hereunder;
- 9.2.2. To enter into agreements with holders and owners of debt obligations with respect to the collection and disbursement funds, including, but not limited to, agreements wherein the Country Club Community Association covenants: of funds, including,
- given day in each year and to assess the same at a particular rate or rates; ₽ 100 to assess the Base Assessments 3
- security to establish sinking funds or other 9 deposits;
- all funds received by the Country Club to the payment of all principal and debts, or to apply the same to such costs of collection; debts, a 1 1 Community Association first interest, when due, on such purpose .f. interest, when due, on such purpose after providing for
- the (d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Country Club Community Documents, as may be required by holders of establish such any such debt obligation;) J
- and to provide for the custody and safeguarding by the Country Club Community Association; funds received by (e
- 9.2.3. Subject to the provisions of Sections 7.2 and 13.5 to grant and convey mortgages and security interests in the Country Club Association Properties.

obligation shall ing in its terms and rates of borrowing and the provisions of holders or owners of any such debt obligation lely to the decision of the Board acting in its agreements with holders or be subject solely to the de absolute discretion. The amounts,

Section 9.3. Inthority to Maintain Surplus. The Country Club Community Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Country Club Community Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may reduction of carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Country Club Community.

Association and the effectiveness of its purposes as set forth in Club Community Documents Country

ARTICLE X

COUNTRY CLUB COMMUNITY AREA USE RESTRICTIONS

Section 10.1. General Restriction. All property located in the Country Club Community Area shall be used only for the purposes set forth herein, as permitted by the applicable ordinances of the Village of New Albany, Ohio, and the City of Columbus, Ohio, and the laws of the State of Ohio and the United States, and as set forth in the Country Club Community Documents and specific recorded covenants affecting all or any part of the Country Club Community Area in the affecting all or any part of the Country Club Community A Master Association Documents, and any amendments thereto. affecting all or

Council Comments thereones, landscaping, parking areas, and other improvements thereon shall be the sole responsibility of the Council Comments in a said Privately Owned Site in accordance with the Country Club Community Documents and the communitywide standard of the Country Club Community. The Country Club Community Association may, in the discretion of the Board, assume the maintenance is not such Owner if, in the opinion of the Board the level and quality of maintenance responsibilities of such Owner does not satisfy such standard. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities of such Owner if, in the opinion of the board of trustees of the Master Association, the level and quality of maintenance being provided by such Owner does not satisfy such standard, and the Country Club Community Association has failed to Section 10.2. Maintenance of Privately Owned Sites. Except as provided otherwise in the Country Club Community Documents, the Master Association Documents, or by written agreement within the Country Club Community Association, all maintenance of the Privately three days Community Country the Owner in of the Master Association shall notify the Owner and the action. days in the other the C in writing of such Owner has not action, within thre the board wide such maintenance. Before assuming the sponsibilities, the Board shall notify the C intention to do so, and if such Owner has notingently pursued remedial action, within the contract of in the case of maintenance to the exterior of a Building of landscape maintenance, or within 10 days in the case of ot maintenance, after mailing of such written notice, then the Club Community Association may proceed with such remedial Before assuming the maintenance responsibilities, the boar Club the Country Club Community Association in wr to do so, and if such Owner or the Country on has not commenced and diligently pursued action, within three days in the case of maintenance adequately provide such maintenance. maintenance responsibilities, writing of its intention to do Association has and intention to commenced trustees

Community Association or the Master Association, as the context requires. The expenses of such maintenance shall be reimbursed to the Master Association or the Country Club Community Association, as the context requires, by the Owner. Such charges shall be a Default Assessment and lien on the Privately Owned Site of the Owner as provided in Section 8.7 hereof. The rights of the Country Club Community Association and the Master Association set forth in this Section 10.2 shall be in addition to all other rights of the Country Club Community Association set forth in the Country Club Community Association set forth in the Master Association set forth in the Master Association Documents and may be performed by the Country Club Community Association, the Master Association and their The notice Each Owner shall written notice, then the Master Association may proceed. The notice requirements set forth in this Section 10.2 will not be required if an emergency exists in the reasonable judgment of the Country Club By acceptance the Country Club Community trustees, agents || claims arising respective agents, employees, successors or assigns. By acceptance of a deed to a Site, each Owner releases the Country Club Community Association, the Master Association and their respective officers, the mailing of such lat no claim may be under this Section the brought against any party authorized to act under this Section damages caused in the performance of these rights. Each Owner indemnify and hold the Country Club Community Association, the Haster Association and their respective officers, trustees, agand employees harmless from and against any and all claims ariout of any action undertaken by them pursuant to this Section. trustees, agents and employees and agrees that no after the date of maintenance, other O.

this Declaration, including the Owner's membership in the Country Club Community Association and the right to use the Common Area, and liability for all Assessments as established for such Privately Owned Site may be subdivided Owned Site by the Board. No Privately Owned Site may be subdivided into two or more Sites and no Privately Owned Site may be combined with one or more additional Sites to form one or more Privately Owned Sites without the written consent of Declarant (or of the Country Club Community Association after the Turnover Date) and case may be, with all s created by law or by be conditioned as provided herein. each Privately Owned devised, bequeathed, Section 10.3. Partition or Combination of Privately Owned sites. No part of a Privately Owned Site may be partitioned or separated from any other part thereof except as provided herein Whether partitioned, combined, or unchanged, each Privately Owne Site shall be conveyed, transferred, gifted, devised, bequeather encumbered or otherwise disposed of, as the case may be, with appurtenant rights, obligations and interests created by law or this Declaration, including the Owner's membership in the Counti upon payment by the Owner or Owners concerned of all expenses thereof, including legal and accounting fees. Any recorded instrument for partition or combination of Privately Owned Sitshall make adequate provision for the adjustment of voting rigand liability for payment of Assessments appurtenant to or imp zoning and liability for payment of A on such Privately Owned Sites. Section 10.4. Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to title insurance on their privately Owned Sites upon any resale, for hazard insurance on the Improvements, porsonal property and furnishings located on their Privately Owned Sites, and for public liability insurance covering their Privately Owned Sites; provided, however, that none of the above-described insurance coverages shall violate insurance requirements of the Country Club Community Association or the Master an Owner each Owner may obtain such other and 198 on and in relation to his Privately diminution or termination thereof. Any such insurance obtained I an Owner shall waive the particular insurance company's right of subrogation against the Master Association, the Country Club Club Community Association nor cause provided, the Master coverages obtained by obtained by additional insurance coverage on and in relation to Owned Site as such Jwner concludes to be desirable; Community Association and other Owners. insurance coverages of such however, that none of such shall affect any insurance Association or the Country In addition, Association.

to such damage or destruction. If such repair or restoration is not commenced within 90 days from the date of such damage or destruction, then the Country Club Community Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of the Privately Owned Site until repair and reconstruction is commenced. Each Owner shall diligently proceed with all repair and reconstruction and if repair and reconstruction is commenced but then abandoned for a period of more than 30 days, then unless the Owner can prove to the Section 10.5. Damage or Destruction on Privately Owned Sites. the event of damage or destruction to the Improvements located of of the Privately Owned Sites, the Owner thereof shall promptly pair and restore the damaged Improvements to their condition priosuch damage or destruction. If such repair or restoration is no as provided period of more than 30 days, then unless the variation that such satisfaction of the Country Club Community Association that such failure is due to circumstances beyond the Owner's control, the Country Club Community Association may, after notice and hearing provided in the Code of Regulations, impose a fine of not less the provided in the Owner of such Site until repair and \$500 per day on the Owner of such Site until be a Default and the Code of such Site and standard of the commenced. Such fine shall be a Default of the commenced. Assessment and a lien in Section 8.7 hereof.

Section 10.6. Motorized Vehicles. No trucks, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, utility or pickup trucks, motorcycles, trail Dikes, recreational vehicles, motor coaches, snowmobiles, campers, trailers, boats or boat trailers, or any other motorized vehicles other than passenger automobiles shall be parked, stored, or in any manner kept or placed on any portion of the Country Club Community Area or the roads therein, except in an enclosed garage. However, passenger the Board therein, except in an enclosed garage. However, passe automobiles only may be parked in areas designated by on the paved portion of a Privately Owned Site. This vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Country Club Community Area or 3 in for the initial construction by Declarant or other Owners. It automobiles or other vehicle repair shall be performed in portion of the Country Club Community Association Properties in emergencies. Common Areas except Section 10.7. Abandoned, Inoperable, or Oversized Vehicles.
Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Country Club Community Area. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within 72 hours thereafter, the Country Club Community Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for at the Owner, "Oversized" vehicles, for shall be vehicles which are too high to ment and macninery may the Board to be stored garden maintenance or unsightly All oversized vehicles, snow removal equipment, q equipment, and all other unsightly equipment the entrance to a residential garage. required by Declarant, the Committee or location or locations designated. against t of this purposes

more than No excavation shall results Section 10.8. Excavation and Tree Removal. No excavation shabe made except in connection with Improvements approved as herein provided. For purposes of this Section, "excavation" shall mean disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting) which result a removal of earth, rock, or other substance a depth of inches below the natural surface of the land. No trees the Design Guidelines. accordance with <u>.</u>. except

All electrical Telephone Service. Section 10.9. Electrical and Telephone Servitelephone service will be placed underground. and

to time Building designed Ohio, Pue Section 10.10. Water and Sanitation. Each Building de for occupancy or use by humans shall connect with water and sanitation facilities as shall be made available from time by the City of Columbus, Ohio, the Village of New Albany, O approved person or entity. other

as may be displayed 9 Section 10.11. Signs. No signs of any kind shall be disperted the public view on or from any portion of the Country Club Community Area except those signs approved by the Committee. Signs of Declarant or its affiliates or assigns, or except as Section 10.12. Animals and Pets. No animals, livestock, or the courtry of any kind shall be kept, raised, or bred on any portion of the Country Club Community Area, except dogs, cats, or other household pets, but then only to the extent and in conformity with the kind and number regulated, permitted or prohibited from time to time by the Country Club Community Rules, and except horses owned time by the Country Club Community Rules, and except horses owned connection with the equestrian operation, by Declarant or the Master Association. established by Declarant 10.12.1. Household pets, such as dogs and cats, must be contained upon Owner's Privately Owned Site and such pets may not permitted to run at large at any time.

have the dogs under the a leash not to exceed 10 feet promptly cleaned up by the the Country Club Community Pedestrians within accompanied by dogs must direct control by use of All animal waste shall be 10.12.2. are pedestrians' length. or S

Section 10.13. <u>Drainage</u>. No Owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Country Club Community Area or any Common Area therein, except to the extent such alteration and drainage pattern is approved in writing by the Committee and except for rights reserved to Declarant to alter or change drainage patterns. Section 10.14. Trash. No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the Country Club Community Area. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbance.

Section 10.15. Construction Regulations of the Design Guidelines. All Owners and their contractors shall comply with the construction regulations of the Design Guidelines, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in the Country Club Community Area at any time; the conservation of landscape materials; and fire protection. In order the Committee or the Board may collect security deposits wher or person or entity involved in construction or and use such security deposits to correct violations of weits to correct violations of security deposits and charges provided by the to ensure compliance with such construction regulations, remedy the construction regulations. Such security deagainst them shall be in addition to any other Declaration. remodeling and any Owner Declarant,

Section 10.16. Landscaping. All Privately Owned Sites must be landscaped according to a landscaping plan approved by the Committee. The Declarant or the Committee may require a Site to be landscaped according to an approved plan prior to the start of construction on any other Improvements. All landscaping, including pre-construction landscaping, must be maintained according to the standards set forth in the Design Guidelines and the rules and regulations of the Country Club Community Association. temporary structures Section 10.17. Temporary Structures. No temporary struct shall be parmitted except as may be determined to be necessary specifically authorized by the and as construction

quasi-governmental regulations with respect to the Country Club Community Area. rights Section 10.18. Compliance With Lave. Subject to the right reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and or of other governmental any portion

No laundry or wash Section 10.19. No Outside Clotheslines. shall be dried or hung outside any Building.

Section 10.20. Antennas. No exterior radio, and microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted without appropriate screening that it written consent of the Committee.

fires which are located of in areas designated and approved by the Committee, shall be permitted. No Owner shall permit any condition upon its portion o the Country Club Community Area which creates a fire hazard or is violation of fire prevention requiations. Section 10.21. Outside Burning. No exterior fires, barbecues, outside fireplaces, braziers, and incinerator are contained within facilities or receptacles and which

ed or used on any the Architectural Section 10.22. Annoying Lights, Sounds, or Odors. Wo light, sound or odor shall be emitted from any property within the Country Club Community Area which is obnoxious or unreasonably offensive to devices out limiting the gamerality of the foregoing, no sers, horns, whistles, bells or other sound device than devices used exclusively for security, fire fire control purposes, shall be located or used o located al of the with the prior written approval prevention or fire exterior speakers, property except w Review Committee. Without other lights,

such walkways. The Owners, their families, tenants, guests, and invitees are granted non-exclusive easements to use the pedestrian walkways within the Country Club Community Area. The use thereof shall be subject to the Country Club Community Rules which may be adopted by the Board from time to time. The Country Club Community There shall be no obstruction of Section 10.23. Obstructions. There shall be no construction pedestrian walkways nor interference with the free use thereof spt as may be reasonably required in connection with repairs of the standard of the connection with repairs of the standard of the except as may be reasonably

Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of pedestrian walkways, and the Country Club Community Association shall have a right of entry on any part of the Country Club Community Area for the purposes of enforcing this Section, and any costs incurred by the Country Club Community Association in connection therewith shall be specially assessed to the Owners or other persons responsible therefor

Section 10.24. Camping and Picnicking. No camping or picnicking shall be allowed within the Country Club Community Ares pt in those areas designated for such purpose. The Board, it discretion, may ban or permit public assemblages and rallies in the Country Club Community Area. within the Country except in

Section 10.25. House Numbers. Each dwelling shall have a house number conforming to a design and location established by the Committee.

is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Default Assessment and unie **Pu** にひて construction Country than \$500 section 10.26. Continuity of Construction. It is Declarant's intention that all construction be completed promptly. All Improvements commenced in the Country Club Community Area shall be prosecuted diligently to completion and the exterior of any Building shall be completed within 12 months of commencement, unless exception is granted in writing by the Committee. If an Improvement is commenced and construction is then abandoned for mol than 30 days or construction of the exterior of any Building is completed within the required 12-month period, and after notice hearing as provided in the Code of Requiations, then the Country Club Community Association may impose a fine of not less than \$5 per day on the Owner of the Privately Owned Site until construct 8.7 hereof. in Section a lien as provided

Spas and in-ground pools will No above-ground pools shall be erected from the be permitted subject to prior written approval Architectural Review Committee. Section 10 27. Pools. No above-constructed or installed on any Site.

Section 10.28. Air Conditioning Units. Except as may be permitted by the Committee, no window air conditioning units may be installed in any improvement.

as approved by the No dog runs, animal pen or fences a any Site except as approved by tr Section 10.29. Fences. Nitind will be permitted on Committee. any

Playground and Basketball Equipment. No jungle other playground equipment including, but not Sets, or Section 10.30. garas, smyp

shall be permitted on any Site except as approved by the Committee. and backboards limited to, besketball hoops

shall have window coverings thick have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Committee. Reflective window coverings are probibited. Section 10.32. Muisance. No obnoxibus or offensive activity or nuisance shall be carried on or be permitted to exist within the Country Club Community Area, nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other part of the Country Club Community Area or its occupants.

The following Section 10.33. General Practices Prohibited. The following practices are prohibited within the Country Club Community Area: 10.33.1. Changing oil in any vehicle or equipment other location designated for that purpose by the Committee:

Allowing concrete suppliers and contractors not other than at a location designated for t 10.33.2. Allowing clean their equipment other purpose by the Committee; purpose by

101 10.33.3. Kemoving any rock, plant meterial, liar items from any property of others; other similar

Carrying firearms on the Country Club Community Association Properties; 10.33.4.

0 Use of surface water for construction; 10.33.5.

cigarettes and other Careless disposal of flammable materials. Section 10.34. Leasing. The Owner of a Privately Owned Site shall have the right to lease such Privately Owned Site subject to conditions: following

not less All leaves shall be in writing and for 10.34.1. than one year;

Country Club Community Documents and any failure of a tenant to comply with the Country Club Community Documents shell be a default to the The lease shall be specifically subject 10.34.2. the lease; 10.34.3. The Owner shall be liable for any violation the Country Club Community Documents committed by such Owner's to collect tenant, without prejudice to such Owner s right Lenanc from the

section 10.35. Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storsge or disposal of hazardous substances, wastes and materials (collectively, the "Mazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, menufacture, store, release, dispose of or knowingly bermit to exist in, on, under or about his or her Privately Owned Site, the Common Area or any portion of the Country Club Community Area any Hazardous Materials except in compliance with the Environmental Laws.

drainage areas are for the purpose of natural flow of water only.

No obstructions or debris shall be placed in these areas. No person or entity other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for atself a perpetual easement across all property located in the Country Club Community Area for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with Country Club Community Area. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Country Club Community Area the prohibited within the Committee, are the written consent of the Co Country Club Community Area

other on 10.37. Energy Conservation Equipment. No solar energy panels or attendant hardware or other energy conservation shall be constructed or installed in the Country Club Area unless it is an integral and harmonious part of the ural design of a structure, as determined in the sole the Committee. No Windmills, wind generators of generating power from the wind shall be erected or Community Area unless it is an on any Site. Section 10.37. discretion of for architectural collector apparatus equipment

equipment. Section 10.38. On-Site Fuel Storage. No on-Site surray gasoline, heating or other fuels shall be permitted in the Country Club Community Area except that up to five gallons of fuel may be stored on each Site for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Country Club mowers and similar tools or equipment and the store fuel for the formative Association shall be permitted to store fuel for the formative Association shall be permitted to store fuel for the formative Association shall be permitted to store fuel for the formative Association shall be permitted to store fuel for the formative formation shall be permitted to store fuel for the formative formation shall be permitted to store fuel for the formative formation shall be permitted to store fuel for the formative formation shall be permitted to store fuel for the formation shall be permitted to store fuel for the formation shall be permitted to store fuel for the formation shall be permitted to store fuel for the formation shall be permitted to store fuel for the formation shall be permitted to store fuel for the formation shall be formations and similar equipment.

or other 0 oil o shall be oil, natural Section 10.39. Water and Mineral Operations. No oil, quater drilling, oil, gas or water development operations, oi refining, quarrying or mining operations of any kind shall be permitted in the Country Club Community Alea and no derrick No oil, designed for use in boring for water,

Country Club Community Area; provided, however, the foregoing shall not prevent the drilling of or installation of water development other minerals shall be erected, maintained or permitted in its assigns operations by Declarant or

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

Architectural Review Committee which shall be responsible for the establishment and administration of Design Guidelines to carry out the purposes and intent of this Declaration. The Committee shall be composed of a minimum of three persons, who need not be Members. All of the members of the Committee shall be appointed, removed, and replaced by the Declarant in its sole discretion, until the Turnover Date, at which time the Board shall succeed to the Declarant's right to appoint, remove or replace the members of the Committee. establishment and edminittee the purposes

quality Section 11.2. <u>Purpose</u>. The Committee shall review, study and either approve or reject proposed improvements and proposed alterations to improvements in the Country Club Community Area, all in compliance with this Declaration and as further set forth in the rules and regulations of the Committee and the Design Guidelines as shall be adopted and established and may be amended from time to time by the Committee. Notwithstanding any provision herein, the exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality Club Facilities are located on property not governed by the Country Club Community Documents, and therefore, shall not be subject to these coverants, conditions and restrictions. The Committee shall exercise its best judgment to see that all Improvements conform and Committee in location on the Site, aesthetic 211 disapproval with respect be conclusive and binding on #11 the 0 harmonize with any existing purposed and type of construction, materials, color, locat height, grade and finished ground elevation, and considerations herein set forth. The actions of the discretion by its approval or it, or non submitted to shall be conclus its discretion by its information submitted plans and other info other matter before parties.

Organization and Operation of Committee. Section 11.3.

- a Committee member die, retire, become commencing one year, commencing his successor shall of the provided in Section 11 each member 11.3.1. The term of office of each memb Committee, subject to Section 11.1, shall be one January 1 of each year, and continuing until his have been appointed. Should a Committee member dincapacitated, or in the event of a temporary abs may be appointed as SUCCESSOR
- 11.3.2. So long as the Declarant appoints the Committee, the Declarant shall appoint the chairman. At such time as the Committee, is appointed by the Board, the chairman shall be elected the Committee by majority the members of annually from among said members.

- Such notice shall set forth the conduct all be valved by amy to each member 11.3.3. The chairman shall take charge of and conducted times and shall provide for reasonable notice to each membaths Committee prior to any meeting. Such notice shall set for time and place of said meeting, which notice may be waived by member. In the absence of a chairman, the parties appointing electing the chairman may appoint or elect a successor, or if absence is temporary, a temporary successor.
- 11.3.4. The affirmative vote of a majority of the members of Committee present at a meeting at which a quorum is present govern its actions and be the act of the Committee. A quorum consist of a majority of the members. of the
- P 11.3.5. The Committee may avail itself of technical professional advice and consultants as it deems appropriate.
- charge in an time, Section 11.4. Expenses. Except as hereinafter provided, all expenses of the Committee shall be paid by the Country Club Community Association. The Committee shall have the right to charactering fee for each application submitted to it for review, in amount which may be established by the Committee from time to time and such filling fees shall be collected by the Committee and remitted to the Country Club Community Association to help defray the expenses of the Committee's operation.
- The Committee shall Club Design Guidelines, Country Club Community and the various uses within the Country Club Community. Subject to the foregoing, the Design Guidelines may be modified or amended from time to time by the Committee in its sole and absolute discretion. All prospective Owners and builders are advised to contact the Committee to obtain the most current copy of the Design Guidelines. adopt, establish and publish, from time to time, Design Guidelish shall be a Country Club Community Document. The Design Guidelines shall not be inconsistent with the Declaration but smore specifically define and describe the design standards for
- procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance. variances Section 11.6. Variances. The Committee may authorize afrom compliance with any of the Design Guidelines and their

use The Committee shall and Committee, nor all plans Section 11.7. Limitation of Liability. The reasonable judgment in approving or disapproving specifications submitted to it. Neither the Comm individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual member thereof acted with malice or wrongful intent. Approval by the the Committee does not necessarily assure approval by the appropriate governmental board or commission. Motwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. Meither the Board, the Architectural Review Committee or any agent thereof, nor Declarant or any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Country Club Community Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee shall be defended and indemnified by the Country Club Community Association in any such suit or proceeding.

ed certificate, in or not, to the best thereof, section 11.8. Certificate of Compliance. Upon payment of a reasonable fee established from time to time by the Architectural Review Committee, and upon written request of any Owner or his grantee, the Cormittee shall issue an acknowledged certificate, in recordable form, setting forth generally whether or not, to the be of the Committee's knowledge, the Improvements constructed on the Site are in compliance with the Design Guidelines. Unless such request shall be complied with within 30 days after receipt thereoit shall be conclusively presumed that the Owner and the affected privately Owned Site is in conformance with all the terms and of the Committee. the control conditions under

or ine or conduit Guidelines and Section 11.9. General. The right of an Owner, developer, person or other entity to construct, reconstruct, refinish, altermaintain any Improvement upon, under or above any of the Country Club Community Area or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface contour or drainage thereof, or install any utility line or conduithereon or thereover, shall be subject to the Design Guidelines and forth herein. **8**et restrictions to the general

Section 11.10. Approval Required. No Building or other structure shall be placed, erected or installed in the Country Club Community Area, no construction (which term shall include within its Any excavation, construction, alteration of any part of the any part of Improvements, and no plantings or removal of plants, trees or shall be permitted without, until and unless the Owner first of the written approval thereof from the Committee and otherwise complies with the provisions hereof. Any excavation, constructed on the refinishing or alteration of any part of definition staking, clearing, excavation, grading and other work), no exterior alteration or modification of existing

exterior of any Building or other Improvement in the Country Club Community Area is absolutely prohibited until and unless the Owner or developer first obtains approval thereof from the Architectural Review Committee and otherwise complies with the provisions hereof. All Improvements shall be constructed only in accordance with approved plans. In order to verify the Assessed Valuation for a Site, the Committee may require certification of the construction costs listed on any building permit as part of the plan approval process or after plans have been approved, as the Committee deems

request of the Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, refinished, altered, or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the or the Country Club Community Association, as the for all expenses incurred in connection therewith. nodn shall forthwith reimburse Community Association, as Section 11.11. Removal of Non-Conforming Improvements. 7 Master Association or Section 11.11. context requires,

Board Section 11.12. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Design Guidelines and their procedures promulgated by the Committee may be excluded by the Brow the Country Club Community Area without liability to any person, subject to the notice and hearing procedures contained in the code of the contained in the code of the contained in the code. Section 11.13. Development by Declarant. Notwithstanding any other provisions of this Article XI or of this Declaration which may be to the contrary, the provisions of this Article XI shall not apply to any Improvement to property proposed or made by Declarant or its successors and assigns in connection with its development, construction, promotion, marketing, sale or leasing of properties within the boundaries of the area comprised of the Country Club Properties. Club Community Community Area and the Expansion Country

ARTICLE XII

GENERAL PPOVISIONS

Declaration is recorded, after which time they shall be automatically extended for successive periods of time of 10 years each, unless otherwise terminated or modified as hereinafter provided. Clep Term. The covenants and restrictions run with the land and bind the Country: a term of 50 years from the date this provided. Community Area for Section 12.1. Declaration shall

Sect_on 12.2. Amendment. Subject to the provisions of Article of this Declaration, until the Turnover Date, Declarant may, it sole and absolute discretion, unilaterally amend this such amendment Thereafter, Declaration at any time and from time to time. There Declarant may unilaterally amend this Declaration if Declaration at any time

with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of FPMA or FHLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant such amede only with the consent of Declarant and the affirmative vote or written consent, or any combination thereof, of at least 67% way be made only where the process of the percentage of votes of the Members; provided, however, that the percentage of votes of the Members; provided, however, that the percentage of affirmation shall not necessary to amend a specific clause of affirmative votes required be less than the prescribed percentage of affirmative votes required be less than the prescribed percentage of affirmative way remove, to action to be taken under that clause. No amendment may remove, for action to be taken under that clause of Beclarant without the for action to be taken under that or privilege of Declarant without the

Section 12.3. Effective on Recording. Any amendment, to be franklin County, Ohio as hereinafter provided. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of a licensed title or abstract company were obtained and are on file in the office of the Country Club Community Association, shall be recorded in the office of the Recorder of Franklin County, Ohio. Any amendment shall be effective immediately Franklin County, Ohio. upon such recordation.

Section 12.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 12.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents and Country Club Community Documents.

Section 12.6. Violations Deemed a Nuisance. Every violation deemed or of any other of the Country Club Community Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.

shall comply or other 12.7. Compliance. Each Member, Owner, or o any part of the Country Club Community Area Each Member, Owner, Section 12.7. occupant of

with the provisions of the Country Club Community Documents as the same may be amended from time to time.

section 12.8. <u>Failure</u> to <u>Comply</u>. Failure to comply herewith relief to cause any such violation to be remedied, or for injunctive Reasonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 12.9. Enforcement. The Country Club Community Association, the Master Association or any Owner shall have the right to enforce against any Owner, and the Master Association or any Owner shall have the right to enforce against the Country Club Community Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Pailure by the Country Club Community Association, by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of thereafter. right to do so Section 12.10. Remedies. In addition to the remedies set forth above in this Article XII, any violation of the Country Club Community Documents shall give to the Board, the Manager, the Master to enter upon the offending Site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the interest and meaning of the Country Club Community Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the Manager, the Master Association and their respective trustees, officers, agents and employees shall have no liability to any Owner tenants for any actions taken pursuant guests or this Declaration. its occupants,

All the remedies set Section 12.11. Non-Exclusive Remedies. A forth herein are cumulative and not exclusive.

to enforce Section 12.12. No Liability. No member of the Board, the Declarant, the Architectural Review Committee, the Manager nor any Owner shall be liable to any other Owner for the failure to enforce at any the Country Club Community Documents

Section 12.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for tenforcement of or to restrain the violation of the Country Club Community Documents, the prevailing party shall be entitled to

suit is brought, as may be including reasonable recover all costs incurred by it in such, sttorneys' fees as may be incurred, or if determined by the court.

gection 12.14. Resolution of Disputes. If any dispute or Club Community Association or the Architectural Review Committee relating to the interpretation, performance or non-performance, violation, or enforcement of the Country Club Community Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceable thall be ineffective invalidating any other part hereof. to the This Declaration. Section 12.15. Severability. This Declara possible, shall be construed or reformed so as Severability.

Di. Section 12.16. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

included only for afrect shall not are tion 12.17. Headings. The headings are of convenient reference, and they sha or interpretation of this Declaration. Section 12.17. purposes of mean:nd

Section 12.18. Registration of Mailing Address. Each Owner and Mamber shall register his mailing address with the Secretary of the Country Club Community Association from time to time. If an Owner or Member fails to register his mailing address, such address shall the Owner's Privately Owned Site be deemrd to be the address of

effective upon personal delivery, or three days after posting, when sent by first class mail, to the Country Club Community Association, the Board, the Committee or the Manager, at such address as shall be shall Section 12.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shabe considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner or Member on file in the records of the Country Club Community Association at the time of such mailing. Notice to the Board, the Country Club Community Association or to the Architectural Review Committee shall be considered delivered the Country Club Community Association from time time by notice to the Owners and Members. established by

Section 12.20. Waiver. No failure on the part of the Country Club Community Association, the Board, or the Communitee to give notice of dyfault or to exercise or to delay in exercising any right as herein part of the except waiver, a S operate shall hereunder remedy specifically provided, should the Board or Committee fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Country Club Community Association or by the chairman of the Committee if on behalf of the Committee.

Section 12.21. Conflicts Between Documents. In case of iffict between the Declaration and the Articles of Incorporation the Code of Regulations, the Declaration shall control. In case conflict between the Articles of Incorporation and the Code of conflict between the terms of this Declaration and the terms of the Design Guidelines shall be resolved by Declarant in its sole and absolute discretion. In case of conflict between the Country Club Community Documents and the Master Community Documents and the Master Community Documents shall control. 75 Incorporation shall centrol. Regulations, the Articles of

Section 12.22. Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Country Club Community Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of Franklin County, Ohio.

Section 12.23. Use of Club Facilities. Neither membership in the Master Association, the Country Club Community Association nor ownership or occupancy of a Privately Owned Site shall confer any membership or ownership interest in or right of any kind to use the Club Facilities. The Club Facilities shall not be subject to this Declaration or the Country Club Community Documents and are not part of the Common Area. Rights to use the Club Facilities will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Club Facilities. The owner of the Club Facilities shall have the right, from time to time, in its sole and absolute discretion and without limitation of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey the Club Facilities to any party (including a member-cwned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues eligibility for notice, to amend or waive the terms and conditions of use of Club Facilities, including, without limitation, eligibility for charges for use privileges.

Section 12.24. Independent Builders. The Country Club Community is a master planned community being developed by the Declarant. The individual residential units constructed within the Country Club Community Area may be constructed by the Declarant by an independent contractor who purchases the Privately Owned (from the Declarant. If the unit is constructed by a person or is constructed by a person or

0 trustee, partner, entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct cindirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, or subcontractor.

Section 12.25. <u>Litigation</u>. No judicial or administrative proceeding shall be commenced or prosecuted by the Country Club Community Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Country Club Community Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VIII hereof. (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Country Club Community Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage vote, and pursuant to the same procedures, necessary to counterclaims as provided above. percentage vote, and pursuant institute proceedings as provi Section 12.26. Non-Condominium/Non-Cooperative. The Country Club Community Association does not and is not intended to constitute a condominium association or a cooperative association. The Country Club Community Area is not intended to be condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or encumbering any such property. cooperative

officer, trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee any expenses, 12.27. Limitation of Liability and Indemnification. Club Community Association shall indemnify every ustee, and committee member against any and all expenses unsel fees, reasonably incurred by or imposed upon such liability Any right take of judgment, negligent ridual willful misfeasance, The officers and trustees such maintain trustee, or committee member. The officers, trustees, and commit members shall not be liable for any mistake of judgment, negliger or otherwise, except for their own individual willful misfeasance malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Country Club Community Association (except to the extent that sucception or trustees may also be Owners), and the Country Club Community Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liabilities. to others on account of any such contract or commitment. Any right indemnification provided for herein shall not be exclusive of other rights to which any officer, trustee, or committee member committee member may be entitled ination shall, at its expense, ina former officer, trustee, or committee member Country Club Community Association shall, at Section 12.27. officer, trustee, including counsel Country

adequate general liability and officers' and trustees' liability insurance as required in Article V to fund this obligation, if sinsurance is reasonably available.

section 12.25. Notice of Sale or Transfer of Title. In the his or her site, such Owner desires to sell or otherwise transfer title to least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of the Site.

quarantors of security within the Country Club Community Area, however, and neither the Country Club Community Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and and invitees Section 12.29. Security. The Country Club Community certain may, but shall not be obligated to, maintain or support certain activities within the Country Club Community Area designed to make the Country Club Community Area safer than it otherwise might be including, but not limited to, providing or entering into agreements with others to provide security services to the Country Club Community Area. The Country Club Community Association shall have the right to charge a fee to Owners utilizing such services. Neither the Country Club Community Association shall occupants of any Privately Owned Site, tenants, quests and invitees of any Owner, as applicable, acknowledge that the Country Club Community Association and its Board of Trustees, Declarant, or any successor of Declarant do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fir or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant and the Country Club Community Association from all claims arising out of any security measures undertaken or provided by or through Declarant or the Country Club successor of Declarant shall in any way be considered insurers quarantors of security within the Country Club Community Area, Community Association. Section 12.30. Waiver of Club Facilities Liability. Each Owner, each occupant of a Privately Owned Site, the Country Club Community Association, and each person using any facility within the Country Club Community Area, including, but not limited to any golf cart path or bike path, acknowledges that the Club Facilities are located adjacent to the Country Club Community Area and assumes the risk of golf balls being hit into such Owner s Privately Owned Site or the Country Club Community Association Properties and the risk of

potential bodily injury or damage to property which may result. Each Owner by taking title to a Site and the Country Club Community Association by its joinder in this Declaration and each person using any such facility agrees that neither Declarant nor any entity designing, constructing, owning, operating or managing the Club Facilities shall be liable to the Owner or the Country Club Community Association or any invitee of the Owner or the Country Community Association or any invitee of the Owner or the Country Community Association or any invitee of the Owner or the Country aim arising in whole any other entity or or owning other entity designing, constructing, managing, operating or owning the Club Facilities against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities originally designed and constructed and as it may be altered in design, layout and construction from time to time. and any Club Community Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Club Facilities. This release of liability shall apply, without limitation, to any such claim arising in whor in part from the negligence of Declarant or any other entity owning shall apply, without limitation, to any such claim arising in the part from the negligence of Declarant or any other ent person designing, constructing, managing, operating or ownir Club Facilities. Each Owner and the Country Club Community Association agree to indemnify and hold harmless Declarant

only until Section 12.31. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only us years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ARTICLE XIII

MORTGAGEE RIGHTS

Section 13.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in the Country Club Community. To the extent applicable, necessary, or proper, the provisions of this Article applicable, necessary, or proper, the provisions of this Art: XIII apply to this Declaration, the Articles and the Code of XIII apply to this Regulations.

identification Section 13.2. Notices of Action. A holder, insurer, or quarantor of a First Mortgage, who provides written request to the Country Club Community Association (such request to state the name and address of such holder, insurer or quarantor and identification the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

13.2.1. Any condemnation loss or casualty loss which affects a material portion of the Country Club Community Association Properties or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or quaranteed by such plinity.

- any obligation under any delinquency in Owner of a 13.2.2. Iny default in performance of any obligation was country Club Community Documents, including any delinquency in payment of Assessments or charges oved by an Owner of a vately Owned Site subject to a First Mortgage held, insured, or vately Owned Site subject to a First Mortgage held, insured, or Privately Owned Site subject to a F guaranteed by such Eligible Holder continues for a period of 60 days;
- modification 13.2.3. Any lapse, cancellation, or material of any insurance policy or fidelity bond maintained by Club Community Association; or
- as required reguire Eligible Holders, **v**ould which 13.2.4. Any proposed action approval of a specified percentage of in Sections 13.3 and 13.4.
- taking Section 13.3. Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Ohic law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before takenthe following actions:
- condemnation be performed 13.3.1. Restoration or repair of the Country Club Community Association Properties, after a partial condemnatidemage due to an insurable hazard, which will not be perforn substantially in accordance with the Country Club Community the original plans and specifications; Documents and
- 13.3.2. Any election to terminate the legal status of the Country Club Community Association after substantial destruction or a substantial taking in condemnation of the Country Club Community Association Properties.
- required: Section 13.4. Eligible Holders' Approval of Amendments to ments. To the extent permitted by Ohio law, and except for idnerts or terminations made after substantial destruction or cantial taking in condemnation of the Country Club Community ciation Properties, the following approvals shall be required Documents. To the exteremendments or termination substantial taking in conston Properties.
- the 67% of the Eligible Holders Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of Club Community Association; and oŧ approval The 13.4.1. Country
- Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Country Club Community Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose clarification): for or errors technical correcting
- (a) Voting;

- subordination Assessment liens, Assessments, <u>a</u> such liens;
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Common Area;
- 9 ö repair for maintenance and Community Association Properties; Responsibility (e) Country Club
- (f) Convertibility of Privately Owned Sites or Common Areas into Privately Owned Sites; Common Areas
- Any provisions which are for the express benefit (d) of Mortgagees;
- the of Reserves for maintenance, and replacement (H) Common Area;
- any Privately Owned Site; Boundaries of Ξ
- (j) Leasing of Privately Owned Sites.
- Section 13.5. Other Approval Requirements. Unless at least 6' of the First Mortgages (based on one vote for each First Mortgage owned) have given their prior written approval, the Country Club Community Association shall not be entitled to:
- such Common Area this clause); subdivide, encumber, sell, or transfer all or part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areall not be deemed a transfer within the
- of the obligations levied against an method of determining the which may be charges the or other Change Assessments, dues, 13.5.2. Owner;
- any abandonment and regulations or use or enforcement thereof, pertaining to the the exterior appearance of Improvements and the maintenance of the Common Area; abandon of the Design amendment change, waive or thereof, pertaini waiver, or oŧ and the maintenance of thissuance and amendment of thee or the issuance and a change. Privately Owned Sites, and the maintenance provided, however, the issuance and amendme Guidelines by the Committee or the issuance architectural standards, procedures, rules act or omission, provision. constitute this scheme of requlations, o architectural design or not jo 8 meaning shall 13.5.3. estrictions
- Common Area in an amount and extended coverage o to the equal to 100% of current replacement cost; 13.5.4. Fail to maintain fire insurance on insurable Improvements to t

the 13.5.5. Use hazard insurance proceeds for losses to Improvements to the Common Area for other than the repair, replacement, or reconstruction of such Improvements.

singly, pay taxes or other charges which are in country Club may or have become a charge against any of the Country Club Community Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Country Club Community Association Properties, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Country Club 6 13.6. First Mortgagees May Pay Country Club Community Properties Charges. Any First Mortgagee may, jointly taxes or other charges which are in default and which Section Association

Section 13.7. Approval Deemed Given. If approval of an Eligible Holder or first Mortgagee is requested in writing pursuant to this Article XIII and a negative response is not received by the Country Club Community Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its

the Declarant has executed this Declaration first above written. IN WITNESS WHEREOF, the day ot 9P

Signed in the presence of

min town

parial takeren

THE NEW ALBANY COMPANY, an Ohio partnership

y: BLACKLICK INVESTMENTS, INC.

By: John W Wine President

And By: ROCKY FORK DEVELOPMENT

By: Willy H. Verstook.

STATE OF OHIO

COUNTY OF FRANKLIN

. 88 ·

1920, by John W. Kessler, as President of Inc., a partner of The New Albany Company, an This agreement was day of November 1 Blacklick Investments, Ohio partnership.

Notary Public

PAUL S. COPPEL, Attorney at Law Notare Public, State of Ohio

Notary Public. State of Ohio
My Commission Has 6:3 Expantion Data
Section 147 03 O.R.C.

COUNTY OF FRANKLIN

STATE OF OHIO

. SS .

as Vice acknowledged and signed before me this 19 10, by William R. Westbrook, as Vice Development Corporation, a partner of This agreement was acknowledged and day of force in 19 fc, by William President of Rocky Fork Development Corp. New Albany Company, an Ohio partnership.

Notary Public

PAUL S. UGPPEL, Attorney at Law Notary Public, State of Ohio My Commission Has No Expression Dates Sections 147,03 Q.R.C.

INC. JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION,

The New Albany Country Club Community Association, Inc. hereby joins in this Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

Davis (1. Collectua

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

By: 772-con Lovick Suddath, Presiden

STATE OF OHIO

SS.

COUNTY OF FRANKLIN

was acknowledged and signed before me this 3. Inc. Club Community Association. This agreement of Octon Country (day New

Notary Public

PAUL S. COPPEL. America at Law States Public, State of Ohio By Commission Has No Expiration Date

Section 147.03 U.R.C.

This Instrument Prepared By: Paul S. Coppel, Esq. SCHWARTZ, KELM, WARREN & RUBENSTEIN 41 South High Street Columbus, Ohio 43215 (614) 224-3168

33790

EXHIBIT A

Situated in the State of Chio, County of Franklin, Village of Albany:

Being Lots 1 through 51, both inclusive, and the area designated Reserve A of "The New Albany Country Club Section 1" as the same numbered and delineated on the recorded plat thereof, of Record Plat Book 73, pages 65 and 66, Recorder's Office, Franklin Inty, Ohio. County,

E TIEINCE

All property located in the State of Ohio, County of Franklin bounded on the north by State Route 161, on the south by Morse Road, on the east by U.S. Route 62, and on the west by Hamilton Road.

RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

gany COUNTRY CLUB COMMUNITY made this 1/20 day of an Ohio general CONDITIONS

certain Essements for in the office of the Recorder, Franklin County, Ohio; WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Community (the "Declaration") recorded The New Albany at OR 16185C15

of the pursuant to the terms of Article X, Section 10.2 of th Declarant reserved the right to amend the Declaration; Section 10.2 the terms of Article X, WHEREAS, Declaration,

WHEREAS, Declarant desires to amend the terms of the Declaration;

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and declares that all property now or in the future comprising The New Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and easements set forth in the Declaration as amended by this First Supplemental Declaration. In the case of conflict between this First Supplemental Declaration and the Declaration, the terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in effect. force and

The Declaration is hereby amended as follows:

Article II of the Declaration is Section 1. <u>Definitions</u>. Article II of the Declaration is amended to delete the term and definition "Assessed Valuation" Definitions. their entirety.

the purpose of Section 2. Calculation and Apportionment of Base Assessments. The body of Section 8.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor: For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall for each yer " "mencing with the year 1991, fix and assess the Base Assessm all Privately Owned Sites in Sites to the total Club Community Owned Frivately 7, Owned Site, which Base Assessment sha Assessment then being levied by the Co. Association divided by the total numb. Base Assessments shall be uniform for Community. Country Club

PARTNERSHIP
FILING DATE 12 3/- 87
RECORDED VOL 10996 H9
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX

CONVEYANCE TAX

EXEMPT

PALIAER C. McMala

TRANSFERRED NOT NECESSARY

JUN 6 1991
PALMER C. MCNEAL
AUDITOR
AUDITOR
FRANKLIK COUNTY, OHIO

EGIOS

17075F14

The last sentence of Section Section 3. Approval Required.

IN WITNESS WHEREOF, the Declarant has executed this First Supplemental Declaration as of the date first above written.

an Ohio THE NEW ALBANY COMPANY, general partnership

Signed in the presence of:

BLACKLICK INVESTMENTS, INC.

B7:

And By:

Will

typook,

ROCKY FORK/DEVELOPMENT

CORPORATION

STATE OF OHIO

88

COUNTY OF FRANKLIN

This First Supplemental Declaration was acknowledged and signed before me this 17th day of 1000. 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New of Blacklick Investments, Inc., general partnership. an Ohio Albany Company,

and a. Wilest

CAROL A. WILCOX NOTARY PLETIC, STATE CF OHO MY COMMISSION EXPIRES APRIL 24, 1994 Notary Public

> COUNTY OF FRANKLIN STATE OF OHIO

SS.

This First Supplemental Declaration was acknowledged and signed re me this The day of the solution of Bocky Fork Development Corporation, an Ohio general partnership. before me this 174 day of 1/144 Westbrook, as Vice President of Rocky Fork a partner of The New Albany Company, an Ohi

signed

RECORDED FRANKIN CO., OHIO

11.HE

Wotary Public

Wilest

CAROL A. WILCOX NOTARY PLALIC, STATE OF OHIO MY CONTAINSSON EXPIRES APRIL 24, 1994

6 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$ __

INC JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION.

The New Albany Country Club Community Association, Inc. hereby joins in this First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

Parley g Kenpard

COMMUNITY ASSOCIATION, INC.

By: Com W. Kessler President

STATE OF OHIO

Si C

COUNTY OF FRANKLIN

This First Supplemental Declaration was acknowledged and signed before me this I'M day of Ilay 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc.

Carol a. Willest

Notary Public

CAROL A, WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPRES APRIL 24, 1994

This Instrument Prepared By: Paul S. Coppel, Esq. SCHWARTZ, KELM, WARREN & RUBENSTEIN

SCHWARTZ, KELM, WARREN 41 South High Street Columbus, Obio 43215

Columbus, Ohio (614) 222-3000

5165Q 5/07/91 206233

RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY FIRST

ZZZ day of COMDITIONS, RESTRICTIONS AND RASEMENTAL DECLARATION OF COVENANTS, CONTRESTRICTIONS AND RASEMENTS FOR THE NEW ALBANY COUNTRY CLUI (the "First Supplemental Declaration") is made this $\sqrt{724}$ ($\sqrt{1182}$, 1991, by The New Albany Company, an Ohio general narthership (hereinafter referred to as "Declarant").

A RE-RECORD WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for the New Albany Country Club Community (the "Declaration") recorded at OR 16185C14 in the office of the Porcease.

of the pursuant to the terms of Article X, Section 10.2 of th Declarant reserved the right to amend the Declaration; Section 10.2 of Article X, Declaration,

WHEREAS, Declarant desires to amend the terms of the Declaration;

conveyed, to the covenants, Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and easements set forth in the Declaration as amended by this First Supplemental Declaration. In the case of shall þ to the powers retained by Daclarant NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration declares that all property now or in the future comprising The amended conflict between this First Supplemental Declaration and the Declaration, the terms of this First Supplemental Declaration same and Any term or provision of the Declaration not this First Supplemental Declaration shall remain the full force and effect. control. rator

The Declaration is hereby amended as follows:

Rerecorded

scrivener's

to

error

correct

in amended to delete the term and definition "Assessed Valuation" their entirety.

For the purpose of Section 2. Calculation and Apportionment of Base Assessments. The body of Section 8.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor: For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall for each year, commencing with the year 1991, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the total Base Assessment then being levied by the Country Club Community Sites. Owned Sites Association divided by the total number of Privately Owned Base Assessments shall be uniform for all Privately Owned the Country Club Community.

FRANKLIN COUNTY, OHIO JOSEPH W. 1ESTA PARTNERSHIP RECORDER RECORDED VOL 10996 FILING DATE

A JONIOR 西して בנועטוארווז ניסוזונגן CONVEYANCE EXEMP PALMER

NOT NECESSARY TRANSFERRED 1661 9. NAF

PALMER C. MCNEAL AUDITOR PRANKLIN COUNTY, OHIO

17075F14

The last sentence of Section Section 3. Approval Required.

the Declarant has executed this First the date first above written. oĘ Supplemental Declaration as IN WITHESS WHEREOF,

COMPANY, an Obio general partnership THE NEW ALBANY

Signed in the presence of:

BLACKLICK INVESTMENTS, INC. By:

President Kessler,

DEVELOPMENT willight R. Wathiook, ROOKY FORKA CORPORACIÓN Willy And By: В<u>у:</u>

STATE OF OHIO

COUNTY OF FRANKLIN

This First Supplemental Declaration was acknowledged and signed before me this 17th day of 1944, 1991, by John W. Kessler, as Fresident of Blacklick Investments, Inc., a partner of The New general partnership. Ohio ПE Company,

Notary Public

CAROL A. WILCOX NOTALY PUBILC, STATE CF OHIO MY COMMISSION EXPRES AFAL 24, 1994

STATE OF OHIO

COUNTY OF FRANKLIN

signed of Rocky Fork Development Corporation, an Ohio general partnership. and acknowledged This First Supplemental Declaration was re me this 17th day of of The New Albany Company, his 174 day of ses vice President before me t Westbrook, a partner

TIME RECORDED FRANKLIN CO., OHIO

OOA M Notary Public

NOTARY PERIOD, STATE OF OHIO MY CONMISSION EXPINES AFIRE 24, 1994

Wilest

6 1991 NOC

JOSEPH W. TESTA, RECORDER
THER'S FFF S / 2000

RECORDER'S FEE \$ 4

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JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

Care O. Colon

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

Dy: Coun W. Kessler President

STATE OF OHIO

COUNTY OF FRANKLIN

SS.

This First Supplemental Declaration was acknowledged and signed before me this I'M day of Illay (July 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Supplemental Declaration was

Sant a. Wilest

Notary Public

CAROL A WILCOX NOTARY PUBIC, STATE OF OHIO MY COMMISSION EXPIRES APRIL 24, 1994

This Instrument Prepared By:
Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3000

5165Q 5/07/91 RECORDER FRANKLIN CO., OHIO

HE-RECOMDI JUL 10 1991

HOSEPH W. RESTA, RECORDER

SECONDES FEE

RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

ntal Declaration") is made this as of this 10th day of September, The New Albany Company, an Ohio general partnership (hereinafter RESTRICTIONS NEW ALBLINY COUNTRY CLUB COMMUNITY (the "Willon") is made this as of this 10th day of CONDITIONS, THIS SUPPLEMENTAL DECLARATION OF COVENANTS, AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB C Supplemental Declaration") is made this "Declarant"). to as 1991, by referred

The WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Community (the "Declaration") recorded at OR 16185C14 in the office of the Recorder, Franklin County, Ohio;

11 error a clerical Exhibit B of the Declaration contained the description set forth therein: WHEREAS,

and the the Declaration; 12.2 Section pursuant to the terms of Article XII, Declarant reserved the right to amend WHEREAS, Declaration,

Declarant desires to amend the terms of the Declaration to the clerical error described above; WHEREAS, correct

the Declaration, Declarant hereby amends the Declaration and declares that all property now or in the future comprising The New Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and Any to the powers retained by Declarant under as amended, not amended by this the same and in full force and the Declaration, case of this Supplemental Declaration shall control. In the set forth in the Declaration, as amended. between this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of this Supplemental Declaration and the terms of the terms term or provision of the Declaration, Supplemental Declaration shall remain THEREFORE, pursuant easements conflict amended, NON

follows: Declaration is hereby amended as The

and phrase "U.S. Route 62" is hereby deleted from Exhibit B "Reynoldsburg-New Albany Road" is substituted therefore.

this Supplemental executed of the date first above written. the Declarant has WITNESS WHEREOF, Declaration as THE NEW ALBANY COMPANY, an Ohio general partnership

> of: the presence in Signed

BLACKLICK INVESTMENTS, By:

Name:

NOT NECESSARY TRANSFERRED

CONVEYANCE

President

ohn W. Kessler,

EXEM

net 1999 1991 CO continue [signatures

PALMER C. MCNEAL

MCNEAL

FRANKLIN COUNTY AUDITOR PALMER C. FRANKLIN COUNTY, 0410

Name: Nam

FORK DEVELOPMENT Westbrook, CORPORATION RDCKY And By: Wil By:

STATE OF OHIO

FRANKLIN COUNTY OF ů general acknowledged before me this 10th day an Ohio September, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Obic partnership. the and of the corporation instrument was Investments, Inc., a partner of partnership, on behalf of the co The foregoing

Notaty

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COUNTY OF FRANKLIN

OHIO

STATE OF

PAULS, COPPEL, Afternay : 1 Lus. Notary Public Stem of Chia My Commercial E. & Section Section Section : ot

and

se President of Rocky Fork partner of The New Albany 10th day corporation this The foregoing instrument was acknowledged before me this September, 1991, by William R. Westbrook, as Vice President Development Corporation, an Ohio corporation, a partner of T Company, an Ohio general partnership, on behalf of the corporation the partnership.

PAUL C. COPPER MISSING C. Law Rotary Public. Stare of Original $\operatorname{Publi}_{\mathcal{C}}$

My Commission His fin Engineers Daily

INC. My Complement 147.03 CAL Section 147.03 CAL COUNTRY CLUB COMMUNITY ASSOCIATION.

joins rights hereby n and hereby agrees to enforce its as provided herein. Inc. Association, Supplemental Declaration and hereby bound by its obligations as provided The New Albany Country Club Community this in

of: the presence in Signed

Name: Name:

CHIPA

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

Kessler President Som W. Ву:

PARTNERSHIP 12-3 FILING DATE

t page] JOSEPH W. TESTA RECORDED VOL 10996 continue on nex

FRANKLIN COURTY, OHIO RECORDER

[signatures

STATE OF OHIO
COUNTY OF FRANKLIN

SS.

10th day of The foregoing instrument was acknowledged before me this 10th day September, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc. on behalf of the corporation.

Notary Public

PAUL S. CORPEL, Attanney of Law Kotary P. ESC, State of Onio My Commission that he Explication Data Section 147.03 G.P.C.

This Instrument Prepared By and After Recording Return To: Paul S. Coppel, Esq. SCHWARTZ, KELM, WARREN & RUBENSTEIN 41 South High Street Columbus, Ohio 43215 (614) 222-3000

6445Q **

TIME 230/M

HOSEPH W. TESTA, RECORDER RECORDER'S FEE 18.00

FORTY-FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "Forty-First Supplemental Declaration") is made as of the decay of MALA., 2004, by THE NEW ALBANY COMPANY II 6 a Delengan Hindred liability company, successor in interest to The New Albany Company Limited Partnership, a COVENANTS, Delaware limited partnership and The New Albany Company, an Ohio general partnership Ŗ DECLARATION SUPPLEMENTAL (hereinafter referred to as "Declarant"). FORTY-FIRST

WHEREAS on December 3, 1990, The New Albany Company filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community (the "Declaration") recorded at OR 16185C14 in the office of the Recorder, Franklin County, Ohio; WHEREAS, The New Albany Company LLC has succeeded to all right and interest of The New Albany Company Limited Partnership and The New Albany Company as Declarant under the Declaration. WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the right to expand the Country Club Community Area to include all or part of the Expansion Country Club Community Properties and to submit any such property to the conditions, restrictions, easements and provisions of the Declaration; WHEREAS, the Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, conditions, restrictions, easements and provisions of the Declaration; WHEREAS, the real property described in Exhibit A is part of the Expansion Country Club Community Properties;

CONVEYANCE TAX amended from time to time, which shall run with the real property described in Exhibit A and restrictions, easements and provisions of the Declaration as the same is supplemented and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

| TRANSFER | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEYANCE | CONVEY NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions,

EXEMPT

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JOSEPH W. 1987

FRANKLIN COUNTY AUSTON

JOSEPH W. TESTA AUDITOR FPANGIN COUNTY, OHIO

Stewart Title Agency of Columbus Box The Declarant has executed this Forty-First Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, A Delaware limited liability company

COUNTY OF FRANKLIN STATE OF OHIO

The foregoing instrument was acknowledged before me this ML day of MAPLL, 2004, by William G. Ebbing, as President of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.

under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000 This instrument was prepared

LISA J. DINCER Rotay Public, Sayis of Ordo Elycomosson Ephes Spytember 26, 2006

Vorary Public

JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this Forty-First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

COUNTY OF FRANKLIN STATE OF OHIO

The foregoing instrument was acknowledged before me this of the day of the community by Brent B. Bradbury, as Treasurer of THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Company LLC 6525 W. Campus Oval, Suite 100 New Albany, Ohio 43054 This instrument was prepared under the direction of:

USA J. DINGER Kotak Polak, Siste sa Cao Un compossion diplices settembre se, 2006

ary Publi

(614) 939-8000

EXHIBIT A

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A", "Reserve 'B" and "Reserve 'C" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

DEED OF EASIMENT

ACCURACIONAMICINICO, CH Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating public utility lines and appurtenances (the "Improvements") thereto: THE NEW ALBANY COMPANY, that PRESENTS

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

JUL 13 1990

Prior Instrument Reference: Official Record 14554C12, Recorder's Office, Franklin County, Ohio.

MINEH W. LETA. RENENGE

PREED!

and binding that all The Grantor and Grantee understand and hereby agree that terms and conditions contained herein shall be effective and upon the parties and their respective successors and assigns.

CITY ATTORNEY'S OFFICE REAL ESTATE DIVISION 109 N. FRONT STREET COLUMBUS, OHIO 43215 This grant is also made on the condition that Grantee will, upon aFF1525155 by the Granter or Granter's successors and assigns forever, provide one (1) tap, one inch (1°) or smaller, per dwelling now constructed or to be constructed on Granter's premises immediately abutting on said water main but at a distance not to exceed four hundred feet (400°) from said water main and the Granter or Granter's successors and assigns, shall have the right to connect such dwelling or dwellings water lines to and withdraw water requiritions and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject, however, to all fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges shall be based on the amount of the frontage on said water of fifty feet (50°).

Grantor hereby releases and discharges the Grantee from any compensation resulting from this grant or the construction of the Improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for demages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the Improvements. Notwithstanding the forsaoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or desired in any manner which results in the

JIAM

rights The Grances, as soon as practicable after construction of the Improvement, and all subsequent entries made pursuant to the right; granted harein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface area to its former grade and reasonably possible, but subject to all other terms and conditions

use of the not cause to The perpetual easement rights granted berein shall not be construed to interfere with or restrict the Grantor's use of subject real property, except that the Grantor shall not cause

NOT NECESSARY TRANSFERRED

PALMER C. MCNEAL

JUL 13 1990

PALMER C. MCNEAL CONVEYANCE EXEMP.

constructed or allow to be constructed any permanent building, structura, facility or improvement, excepting paved scoess roads and/or parking areas, which in any way impair the strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the aubject improvements or access thereto. Should drantor make permanent or temporary improvements in or upon the subject perpetual essement area, excepting paved access road and/or parking areas, then drantor shall assume the risk of auch improvements being damaged or destroyed by Grantee, a subsequent entities made for the purposess granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Greator Laraby Governants with Greates that it is the tru-and lawful owner of the above described real property and is lawfully selzed of the same in fee simple and has good right and full power to great this Deed of Resement. TO HAVE AND TO HOLD said real property unto said drantee, successors and sasigns forever, for the uses and purposes hareinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 107th day of Mary 1990.

the presence of Bigned in

THE NEW ALBANY COMPANY, on Chic partnership

DEVELOPMENT **DRK** ROCKY CONTRACT 8<u>č</u>:

By:

STATE OF OHIO COUNTY OF FRANKLIN, SS:

R. Westbrook, the vice President of state, personally came William Corporation, a partner of The New Albany Company, the Orantor in the foregoing Deed of Easement, and acknowledged the signing thereof to aforesaid corporation and deed and the voluntary act and deed to aforesaid corporation and partnership. day of the

have hereunto subscribed my name and and year aforesaid. IN TESTIMONY WHEREOF, I

Miles corres V Commis Law ď This instrument prepared by: City of Columbus, Department By: Richard A. Pieplow Real Estate Attorney Real Estate Division

Section 147.u. Q.B.C.

2821Q(670 & 671);05/23/90

10996 Mars 149 FRANKLIN COUNTY, BHID JOSEPH W TESTA RECORDER PARTNERSHIP HETHERED VOIL FILING DATE

ZXHIBIT "A"

Legal Description

PARCEL 731-36

Situated in the State of Obio, County of Franklin, Township of Plain, in Quarter Township 3, Township 2 North, Range 16 West, United States Military Lands: Being a permanent easement sirip across a 5.292 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 14554, Page B14, Recorder's Office, Franklin County, Ohio, said permanent easement strip being bounded and described as follows:

Beginning, for reference, at a point at the intersection of the centerline of Johnstown Road — U.S. Route 62 (60 feet wide) with the centerline of Thompson Road (40 feet wide) and at the southeast corner of said 5.292 acre tract;

thence N 87° 00° 00° W along the centerline of Thompson Road and along a portion of the south line of said 5.292 acre truct a distance of 56.86 feet to a point;

thence N 3° 00'00" E perpendicular to the centerline of Thompson Road and perpendicular to the south line of said 5.232 age tract a distance of 20.00 feet to a point in the north right-of-way line of Thompson Road and at the true place of beginning of the permanent easement strip herein intended to be described;

thence N 29° 54'34" E a distance of 216.30 feet to a point;

thence N O° 16' 54" W parallel with and 20.00 feet westerly by perpendicular measurement from the west right-of-way line of Harlem Road (50 feet wide) a distance of 221.32 feet to a point in the north line of said 5.292 acre tract and in the south line of a 4.888 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 14626, Page F01, Recorder's Office, Franklin County, Ohio;

thence S 86° 35' 54" E along a portion of the north line of said 5.292 acre tract and along a portion of the south line of said 4.988 acre tract a distance of 20.04 feet to a point in the west right—of—way line of Harlem Road;

thence S O° 16' 64" E along the west right-of-way line of Harlem Road and parallel with and 25.00 feet westerly by perpendicular measurement from the centerline of Harlem Road and from an east line of said 5.292 acre tract a distance of 223.82 feet to a point at the intersection of the west right-of-way line of Harlem Road with the west right-of-way line of Johnstown Road;

thence S 21° 12' 69" W along the west right-of-way line of Johnstown Road and parallel with and 30.00 feet westerly by perpendicular measurement from the centerline of Johnstown Road and from an east line of said 5.292 acre tract a distance of 184-62 feet to an angle point in the west right-of-way line of Johnstown Road;

thence S 46° 32' 08" W along the west right-of-way line of Johnstown Road and parallel with and 30.00 feet westerly by perpendicular measurement from the centerline of Johnstown Road and from an east line of said 5.292 acre tract a distance of 48.70 feet to a point at the intersection of the west right-of-way line of Johnstown Road with the north right-of-way line of Thompson Road;

thence N 87° 00° 00" W along the north right-of-way line of Thompson Road and parallel with and 20.00 feet northerly by perpendicular measurement from the centerline of Thompson Road and from the south line of asid 5.292 acre tract a distance of 34.48 feet to the true place of beginning of said permanent easement strip;

containing 11,452 square feet (= 0.263 acre) of land more or less.

Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and absigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating water lines and appurtenances (the "improvements") thereto:

ATTACHED HERETO AS PART HEREOF) (SEE LEGAL DESCRIPTION EXHIBIT "A" AND MADE A

Official Record Office, Franklin Prior Instrument Reference: Volume 12773F17, Recorder's County, Ohio. The Grantor and Grantee understand and hereby agree that all and conditions contained herein shall be effective and binding the parties and their respective successors and assigns. terms ubou

CITY ATTORNEY'S OFFICE REAL ESTATE DIVISION 109 N. FRONT STREET COLUMBUS, OHIO 43215 This grant is also made on the condition that Grantee will, upon smaller, per single family residential dwelling now constructed or smaller, per single family residential dwelling now constructed or constructed in the future on Grantor's real property immediately dwelling upon the herein water main essement, provided the dwelling(s) is within 400 feet of the abutting roadway center line, and the Grantor shall have the right to connect said dwelling(s) water line(s) to and withdraw water supplies from such water main in order columbus, ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject, the time of such connection, and which right to connect is subject, however, to all water rates, water service fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges for tapping said main, the frontage on said water main, but no charge shall be less than that required for a frontage of One Hundred feet (100').

Grantor hereby releases and discharges the Grantee from any further claims for Ohio Constitution, Article I, Section 19 compensation resulting from this grant or the construction of the Improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the Improvements.

Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or denial of any such governmental immunity of defanses.

The Grantee, as soon as practicable after construction of the granted herein, shall subsequent entries made pursuant to the rights areas by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions contained herein.

the Grantor excepting The perpetual easement rights granted herein are "exclusive" to all except the Grantor and any previously granted rights of record, shall not be construed to interfere with or restrict the Grantor's use of the subject real property, except that the Grant shall not cause to be constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair TRANSFER

EXEMPT CONVEYANCE SACKET C. MONCOL THANSFERRED

PALMER C. MCNEAL PRANKIN GOUNTY AUDITOR

FRANKLHI COUNTY, OHIO

FRANKLIN COUNTY, OHIO

14. 14. AL

PALMER C. EST.

NOT NECESSARY

Improvements strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject Improvement or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement area, excepting paved access roads and/or perking areas, then Grantor aball assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed of Easement.

IV HAVE AND TO HOLD said real property unto said Grantee, its successors and assigns forever, for the uses and purposes hereinbefore described.

Easement IN WITNESS WHEREOF, the Grantor has caused this Deed of to be subscribed this 40 ay of May, 1991.

Signed in the presence of:

THE NEW ALBANY COMPANY, an Ohio partnership

ROCKE S BY:

BY:

STBROOK

STATE OF OHIO COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this $\frac{\sqrt{L}}{L}$ day of May, 1991, before me, a Notary Public in and for the said state, personally came William R. Westbrook, the Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, the Grantor in the foregoing Deed of Easement, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of the aforesaid corporation and partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my seal on this day and year aforesaid.

(seal)

of Law

s instrument prepared by:
r of Columbus, Department or
Richard A. Pieplow
Real Estate Attorney
Real Estate Livision This City By:

2667Q; 673 & 674

Division of Water 732-19 FOR: Re: FILING DATE 1231-87 RECORDED WOY 25 54 PAGE A FRANKLIN COUNTY, OHIO JOSEPH W. TESTA RECORDER

Namy Public, State of Otdo LANES A. ECKSTEIN

O TO NUMBER OF O

JON 14 1991

Merel 4 TESTA, RECORDER J.

EXHIBIT

Township of of Franklin, Situated in the State of Ohio, County O

Being a part of the Third Quarter of Township 2 North, Range 16 west, United States Military Lands and being a part of a 4.154 acretract of land conveyed to The New Albany Company by Deed of Record in Official Record 12773, Page F-17, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

commencing at a point in the centerline of Harlem Road, said point being the northeast corner of The New Albany Company 4.154 acre tract, thence North 88°36°53" West along the north line of said tract a distance of 20.67 feet to a point in the westerly right-of-way line of Harlem Road, said point being the true point of beginning of the herein described easement;

thence South 13°13'52" East along the westerly right-of-way line of Harlem Road a distance of 3.49 feet to a point on said westerly right-of-way line;

thence South 2.22'53" East along the westerly right-of-way line of Harlem Road a distance of 197.63 feet to a point on the south line of said 4.154 acre tract;

thence Forth 86°36'53" West along said south line 15.03 feet point;

ţ

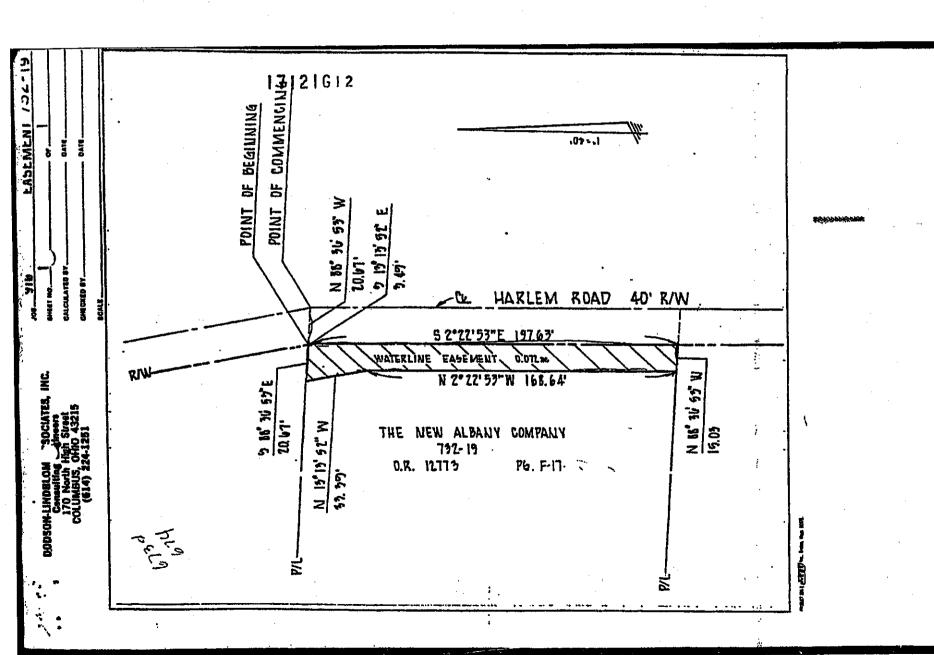
to the thence North 2°22'53" West parallel with the said westerly right-of-way line a distance of 168.64 feet to a point; a distance of 33.39 feet

of a distance along the morth line thence North 13°13'52" West a di h line of said 4.154 acre tract; 20.67 to the point of beginning; South 88°36'53" East thence north line

0.07 is understood that the easement described above contains or or less. acre more

674 2663Q; 673 E

4/21/2



209687

Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, removing, removing, repairing, maintaining and operating water lines and appurtenances (the "Improvements") thereto:

NOT NECESSARY TRANSFERRED

JUN 74 1991

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF) Official Record Office, Franklin Reference: Recorder's Prior Instrument Volume 12773C08, County, Obio.

DKENIPY

CITY ATTORNEY'S OFFICE REAL ESTATE DIVISION 109 N. FRONT STREET COLUMBUS, OHIO 43215 terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

This grant is also made on the condition by the Grant and contained the condition by the Grant and condition by the Grant and condition by the Grant and condition by the Grant and condition by the Grant and condition by the Grant and condition by the Grant and condition by the Grant and condition condition by the Grant and condition condition condition condition condition conditions. This grant is also made on the condition that Grantee will, upon application by the Grantor, permit one (1) tap, one inch (1") or smaller, per single family residential dwelling now constructed or constructed in the future on Grantor's real property immediately abutting upon the herein water main easement, provided the abutting upon the herein water main easement, provided the dwelling(s) is within 400 feet of the abutting roadway center line, and the Grantor shall have the right to connect said dwelling(s) water line(s) to and withdraw water supplies from such water main in a accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at of the time of such connection, and which right to connect is subject, however, to all water rates, water service fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges shall be assed on the amount of the frontage on said water main, but no charge shall be less than that required for a frontage of One Hundred feet (100').

Grantor hereby releases and discharges the Grantee from any further claims for Ohio Constitution, Article I, Section 19 compensation resulting from this grant or the construction of the Improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the Improvements. Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the foregoing shall not he construed in any manner which results in waiver or denial of any such governmental immunity of defenses.

The Grantee, as soon as practicable after construction of the improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions restoring the surface area to its reasonably possible, but subject contained herein.

Grantor to all except the Grantor and any previously granted rights of record, shall not be construed to interfere with or restrict the Grantor's use of the subject real property, except that the Grantoshall not cause to be constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair t

strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject improvements or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement area, excepting paved access roads and/or parking areas, then Grantor shall assume the risk of such improvements heing damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed of Easement.

said Grantee, its TO HAVE AND TO HOLD said real property unto said Gran successors and assigns forever, for the uses and purposes hereinbefore described. IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement e subscribed this 4m day of May, 1991. to be subscribed this .

Signed in the presence of:

Henda Stemeor

THE NEW ALBANY COMPANY, an Obio partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, PARTIFY

BY: WILLIAMS R. WEST.

STATE OF OHIO COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 4th day of May, 1991, before me, a Notary Public in and for the said state, personally came William R. Westbrook, the Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, the Grantor in the foregoing Deed of Easement, and acknowledged the signing thereof to be his yoluntary act and deed and the voluntary act and deed of the 外が aforesaid corporation and partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

(seal)

Noyery Public

This instrument prepared by: City of Columbus, Department of Law By: Richard A. Pieplow Real Estate Attorney Real Estate Division

FOR: Division of Water RE: 732-14

26680; 641

PARTINERSHIP

FILING DATE

A-3/-55

RECORDED VOL (O 9 9/PAGE 4/5

JOSEPH W. TESTA

RECORDER

FRANKLIN COUNITY, OHIO

IANIS A ECKSTEIN

Monry Public, State of Obse

11ME SCORDER FRANKLIN CO., ONIO

JUN 14 1991

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE / / 100

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EXHIBIT A

Obio, County of Franklin, Township or and bounded and described as follows: of Ohio, Situated in the State of n and City of Columbus, Plain

Being a part of the Third Quarter of Township 2, North, Range 16, West, United States Military Lands and being a part of a 130.15; acre tract of land conveyed to The New Albany Company by deed of record in Official Record 12773COB, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described follows:

Section Number 1

Commencing at a point in the centerline of Harlem Road, said thence being in the northeast corner of said 130.155 acre tract; thence, North 89°44'03" West along the north line of said 130.155 acre tract a distance of 20.53 feet to a point on the westerly right-of-way line of said Harlem Road, said point being the true point of beginning of the herein described easement;

1.00 record thence, South 12°44'03" East along the westerly right-of-way line a distance of 51.19 feet to a point in the north line of a scre tract of land owned by The New Albany Company by deed of rein Official Record 12773F17;

1.00 thence, North 89°44'03" West along the north line of said acre tract a distance of 20.53 feet to a point; thence, North 12°44'03" West parallel with the westerly right-of-way line of said Harlem Road a distance of 51.19 feet point on the north line of said 130.155 acre tract;

said the north line of feet to the point thence, South 89°44'03" East along 130.155 acre tract a distance of 20.53 beginning; It is understood that the easement described above contains acre, more or less. 0.024

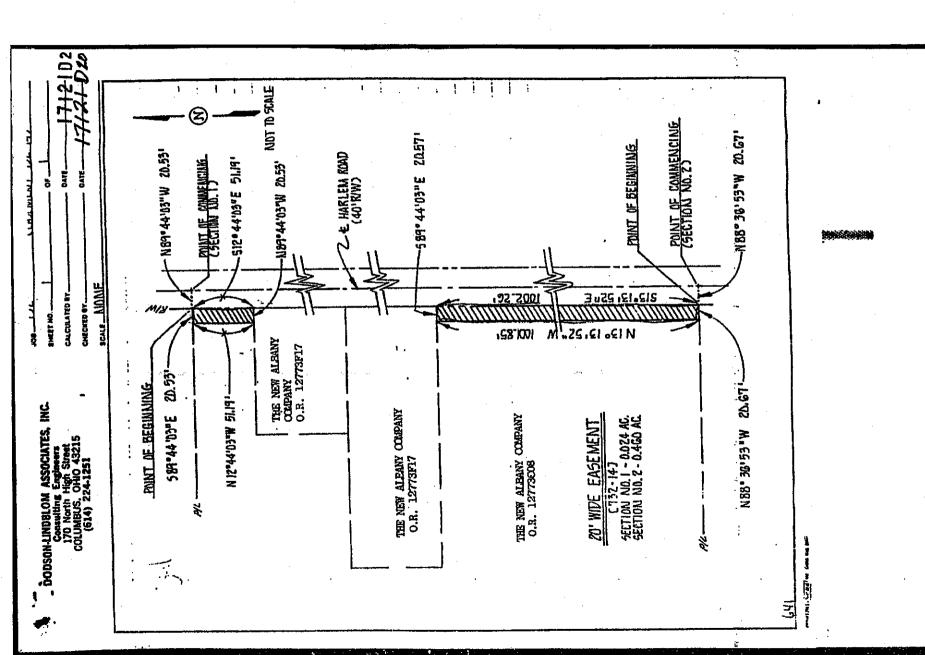
Section Number 2

Commencing at a point in the centerline of Harlem Road, said point being in the southeast corner of The New Albany Company 130.155 acre tract of land; thence, North 88°36'53" West along the south line of said 130.155 acre tract a distance of 20.67 feet to point in the westerly right-of-way line of said Harlem Road, said point being the true point of beginning of the herein described easement;

of said the south line o feet to a point; thence, North 88°36'53" West along 130.155 acre tract a distance of 20.67 thence, North 13.13.52" West parallel with the westerly right-of-way line a distance of 1001.85 to a point in the south line of a 3.00 acre tract of land owned by The New Albany Company by deed of record in Official Record 12773F17;

thence, South 89°44'03" East along the south line of said 3.00 tract a distance of 20.57 feet to a point on the said westerly t-of-way line; right-of-way acre

of thence, South 13°13'52" East along the westerly right-of-way line of said Harlem Road a distance of 1002.26 feet to the point beginning.



Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 11, Quarter Township 1, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages

PREVIOUS PARCEL NO.						7. 5. 6				• • •		220~1290			The same of the sa	The state of the s				The second secon	· · · · · · · · · · · · · · · · · · ·											The second secon							
ACREAGE 78.040	54.747	4.496	6.551 4.080	1.553	1.442	4.788 3.000	n	5.479		t () + ()	79T-CT 6-496	5.00 5.00 5.00	5,390	3.951		3.875	97.697	121.347	40.608	05.220	29.430	73.743		105.411	40.000	62.228	L1.343	1,289	2.475		•	• `	4.091	3.208	•	15.506	60.000	77.040	1,416
PARCEL NO. 220-837	220-521	220-546	220-219	220-403	220-492	220-361	220-663	220-1791	220-301	220-300	222-494	222-873	220-330	220-1871	220-20	220-2063	222-315	222-403	222-333	222-770	222-334	222-55	222-316	222-293	222-580	222=660	222-333	220-796	222-257	222-239	222-237	222-238	222-852	222-631	222-729	222-103	220-471	0-3	222-789

Continued..

· 「一十十八年」となる。 ちゅうけいけい 大田でいる 大学のでは、大田の大学を選び、はいまのはませいというとなる。 学者によりなれるなどになった。

- Page 2 -

ACREAGE	124.1 134.6 11.6 11.6 11.6 11.0 11.0 11.0 11.0 11	
	₩	22 & 222-825
PARCEL NO.		220-607 222-882 222-882 220-366 220-191 222-755 222-653 222-653 220-171 222-653 220-171 222-869 222-869 222-869 222-889 222-830 220-298 222-830 220-298 222-830 220-298 222-830 220-857

- Page 3 -

220-2081 222-636 222-425	220-1592 220-2082	220-1592 220-1592	 4 6
0.595 7.984	25.686		 1.090 0.595
	220-2083 & 220-2082		

and being more particularly described as follows:

southwesterly corner of parcel No. Morse Road with Beginning 16 the centerline the point of intersection intersection of the centerline of of Kitzmiller Road, being at the 220-360;

Kitzmiller Road, a distance of 309.2 southeasterly corner of parcel No. 220-219; Kitzmiller Road, northeasterly along ce of feet centerline to a point at said the

No. easterly line of parcel No. thence westerly, along 220-219, a distance along the of 456.5 220-361; 456.5 southerly feet line g a of said point parcel in the

. 220-361, a dia centerline of Morse thence southerly, along the easterly line of said l, a distance of 300.0 feet to a po Road; aid parcel point in the

distance of 223.8 thence westerly, along the centerline ance of 223.8 feet to a point; of F said Morse Road,

line Zo. 220-361, a thence of parcel No. northerly, distance 220-215; along the westerly line of 544.5 feet to a point in of said parcel n a southerly

220-215, a thence westerly, along a distance of 80.0 feet a southerly line of said parcel No. to a point;

No. 220-215, a di thence southerly, distance Road; along Ċ, the 544.5 easterly feet line ç Off. Ņ point said parcel in the

thence westerly, along distance of 1265.5 feet to along ø the point; centerline of Morse Road,

northerly thence right-of-way northerly, line of said Morse a distance of 30.0 Road; feet ģ 20 point in the

- Page 4 -

of of right-of-way, a marriant right-of-way line said the thence westerly, along a 23.0 feet to a point in Reynoldsburg-New Albany Road,

of corner 220-278, right-of-way line northwesterly of parcel No. the easterly the westerly line fest to a point at the the 220-278; thence northerly along said road, being distance of 1023.3 said Parcel No.

thence easterly, a distance of 5.0 feet to a point;

the easterly rightnorthwesterly, continuing along the easterly right-of said Reynoldsburg-New Albany Road, a distance of et to a point in the southerly line of parcel No. feet of-way line thence 2592.60 222-755.

feet to a point; a distance of 15.1 thence westerly,

right-of-distance of parcel of easterly đ corner Road, ig along the irg-New Albany on northwesterly 1022.0 feet to a point at 222-534;

said parcel point of line ಗ ئ ئ northerly feet 240.4 222-403; the along t nse of westerly line of parcel No. easterly, alo a distance 222-534, thence žo.

line of said parcel a point in the westerly Li 216.0 222-333; the along ce of southerly line of parcel No. northerly, al 222-403, thence

line of said parcel easterly right-of-way line of Reynoldsburg-New Albany Road; point d southerly 13 231.1 the of along Westerly, alo 222-333, thence

of the line at easterly right-of-way point ಡ ţ corner of parcel No. 222-839; feet the 725.7 along of distance northerly, đ northwesterly road, thence

parcel said point line of d northerly Li 265.8 thence easterly, along the none 222-839, a distance of 265.8 westerly line of parcel No. 222-333;

of H thence along the Westerly, southerly and northerly lines said parcel 222-333, the following courses and distances:

a distance of 150.1 feet to a point; northerly,

- Page 5 -

in easterly right-of-way line of Reynoldsburg-New Albany Road; point ţ feet 265.6 of O distance ಥ westerly,

60.0 said right-of-way line, a distance of along to a point; northerly,

and a distance of 265.6 feet to a point, easterly,

the === point ø ţ feet f 150.0 222-334; 당 southerly line of parcel No. distance ø northerly,

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of southerly, westerly and northerly lines, the following courses and distances: along the sou No. 222-334, t said parcel thence

the of 265.4 feet to a point in of Reynoldsburg-New Albany Road; easterly right-of-way line distance đ westerly,

of distance ď line, right-of-way said along northerly, 619.2 feet;

easterly, a distance of 620.0 feet to a point;

a point; distance of 325.0 feet to đ northerly,

in the point đ ţ 222-55 and 222-316; feet 186.0 of westerly line of parcel No. distance đ easterly,

at parcels to a point said of feet f 1946.3 f 222~312; line the westerly distance of 1 parcel No. thence northerly, along 222-55 and 222-316, a southeasterly corner of

the easterly parcel in of 222-312, a distance of 604.6 feet to a point right-of-way line of Reynoldsburg-New Albany Road: line southerly the thence westerly, along 312. a distance of

distance ۵ along said right-of-way line, 358.0 feet to a point; thence northerly, O.

l parcel in the said point oţ line ಥ 222-55 and 222-316; t 9 northerly feet the nor 553.5 of along parcels No. easterly, alo a distance westerly line of 222-312, thence

at said parcels point a of 유 line feet 222-225; westerly 9 of 851.9 1 1 No. 222-22 thence northerly along the 222-55 and 222-316, a distance corner of parcel southeasterly No

said parcel line of 222-225, a distance of 87.5 feet to a point; southerly the along thence westerly, No.

- Page 6 -

٠,

parcel in the said point a distance of 278.4 feet to a postate Route 161 (Dublin-Granville Road); of line westerly along the thence northerly, along 222-225, a distance No. 222-225, centerline of

ಡ road, said ö centerline easterly along the 393.4 feet to a point; easterly distance of thence

thence southerly, a distance of 276.9 feet to a point;

thence easterly, a distance of 194.1 feet to a point;

ij to a point (Dublin-Granville Road); feet 276.9 of O distance thence northerly, a distant centerline of State Route 161 the

a Of the westerly line road, said of centerline S point the ಡ along to feet easterly of 447.7 222-240; of thence parcel No. distance

distance of 1093.1 feet parcel No. 222-19; therly, along the westerly line of and parcel No. 222-237, a distance of the southeasterly corner of parcel No. thence northerly, along the a point at 222-240

parcel in the said point of ಡ line 유 centerline of U.S. Route 62 (Johnstown Road); feet southerly 413.9 feet westerly, along the 9, a distance of 222-19, thence

road, said the centerline of a point; alond northeasterly, distance of 155.7 feet to thence

parcel in the said point of Ø line ţ northerly 320.8 feet of 320.8 222-237; the of westerly line of parcel No. easterly, along), a distance 222-19, thence

parcel said of to a point; line westerly 416.3 feet along the 222-237, a distance of thence northerly, . 2

a northerly line of said parcel No feet to a point; easterly, along distance of 743.4 1 thence 222-237, a

1.00

said ij ð a poinć line along a northwesterly distance of 179.1 feet to 222-238; parcel No. thence northeasterly, ಹ 222-237, of southerly line Š parcel

of and northerly lines 222-238, the following courses and distances: thence along the southerly, westerly said parcel No.

westerly, a distance of 720.1 feet to a point;

northeasterly, a distance of 609.1 feet to a point;

a distance of 525.0 feet to a point; and northeasterly,

the at a point of 1392.0 feet to 222-237; of parcel No. a distance corner southeasterly, northeasterly

Continued....

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said to a point of line along the northeasterly distance of 680.8 feet 222-103; of parcel No. thence southeasterly, el No. 222-237, a 222-237, northwesterly corner parcel

said of point; line southeasterly, along the northeasterly 222-103,a distance of 1627.6 feet to a thence parcel No.

southerly, a distance of 42.2 feet to a point; thence

to a point; a distance of 90.0 feet thence westerly,

a point centerline of State Route 161 (Dublin-Granville Road); ر 60.8 feet οĘ distance Ø southerly, thence

ದ corner road, southwesterly said jo centerline the ce easterly, along the cen of 1576.4 feet to a point at 1 No. 220-108; of parcel No. thence distance

said parcel nt in the point line of Œ ţ westerly feet 220-171; 1715.2 the alond No. 220-108, a distance of southerly line of parcel No. northerly, thence ė Ž

said parcel point line of ď t southerly feet 895.1 the centerline of Kitzmiller Road; of along westerly, ald , a distance 220-171, thence

đ said road, the centerline of a point; alond northeasterly, 260.6 feet to distance of thence

in Blacklick said 220-1608; to a point of line Creek, being in the westerly line of parcel No. northerly feet 1002.1 along the of thence easterly, along 220-171, a distance

said at the meanderings of 1442.6 feet to a point 220-1592; the σĘ southeasterly corner of parcel No. along northeasterly, ald breek, a distance Creek, thence Blacklick

parcel in the point said of đ ب southerly line feet 475.8 of thence Westerly, along the 220-1592, a distance of No. 220-1592, a distance o centerline of Kitzmiller Road;

to a point at the southeasterly corner road, said the centerline of alond thence northeasterly, distance of 139.5 feet of parcel No. 222-680;

said of feet to a point; line southerly northwesterly, along the 222-680, a distance of 442.1 northwesterly, thence parcel No.

- Page 8 -

parcel in the said point of đ the westerly line ដ feet 110.0 222-425; thence northeasterly along No. 222-680, a distance c southerly line of parcel No.

Š parcel said οĘ Westerly along the southerly line distance of 509.3 feet to a point; 222-425, a thence

parcel said line of Westerly northerly, along the wes a distance of 1225.6 feet; 232-425, thence No.

in the parcel said point ğ đ line ب feet the northerly of 189.2 feel 222-425; the of a distance of parcel No. alond therce easterly, along No. 222-425, Westerly line ZO.

of the westerly, northerly and easterly line 222~425, the following courses and distances: along said parcel No. thence

to a point; a distance of 136.6 feet northerly,

to a point; distance of 160.0 feet N easterly,

to a point; feet 602.9 of distance Q northerly,

to a point; a distance of 202.0 feet northeasterly,

463.8 feet to a point; a distance of southerly,

and to a point; a distance of 161.8 feet easterly,

듸 a point ţ feet 1140.4 222-680; of parcel No. distance of a southerly, therly line northerly

parcel in the said point of ๗ line t 2 feet northerly 393.9 easterly, along the 10, a distance of No. 222-580, a distance of centerline of Kitzmiller Road; thence

the said at to a point of centerline feet 220-1592; 407.5 the along se of northwesterly corner of parcel No. southwesterly, al Road, a distance thence **Xitzmiller**

of said parcel No. a point in Blacklick 220-2081; the southwesterly corner of parcel No. the northerly line of said 508.5 feet to a point o. casterly along distance 220-1592, a di Creek, being at thence 220-1592,

said the at of to a point meanderings the meander 1396.8 feet t corner of parcel No. 220-191; along ance of distance northeasterly ಹ Creek, northwesterly thence Blacklick

the parcel at point said σĘ ಡ line t 0 feet No. 220-191, a distance of 367.0 feet southwesterly corner of parcel No. 220-365; northerly along the thence easterly, along 220-191, a distance

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of lines and distances: easterly courses along the westerly, northerly and the following 220-365, said parcel No. thence

a point; a distance of 793.9 feet to northerly,

feet to a point; distance of 138.1 westerly, a northwesterly, a distance of 245 .0 feet to a point;

easterly, a distance of 93.4 feet to a point;

a distance of 382.0 feet to a point; northerly,

a distance of 166.0 feet to a point; easterly, a distance of 390.5 feet to a point; southerly,

a distance of 763.0 feet to a point; easterly,

and southerly, a distance of 214.5 feet to a point;

at point ๙ 220-365; t t feet of said parcel No. 676.2 of distance northeasterly corner ๙ easterly,

easterly line of said parcont 220-191, 220-366 and 220-2081, the northwesterly feet to a point at , along the parcels No. of parcel No. 220-120; southerly, also of 2037,1 220-365, thence distance

line of said parcel thence easterly, along the northerly line 220-120, a distance of 1352.0 feet to a point; thence è.

parcel at said point of ď 40 line No. 220-120, a distance of 847.2 feet northwesterly corner of parcel No. 220-30; easterly 847.2 along the thence southerly, along 220-120, a distance

parcel said of thence easterly, along the northerly line 220-30, a distance of 1346.8 feet to a point; 220-36, Š

parcel line of said point (Dublin-Granville Road); ๙ easterly L 2544.8 the State Route 161 along ij southerly, al of 220-30, thence centerline

of said State Route the southwesterly unce westerly, along the centerline distance of 2711.4 feet to a point at corner of parcel No. 220-120; thence **ದ**

of said parcel point thence northerly along the westerly line 220-120, a distance of 1713.3 feet to a southeasterly corner of parcel No. 220-1608; thence northerly

the Š along the southerly line of said parcel of 1381.2 feet to a point at point 220-108; 220-1608, a distance of 1381.2 northeasterly corner of parcel No. thence westerly

- Page 10 -

parcel ij line of said point (Dublin-Granville Road); ţ easterly feet 1712.3 the 220-108, a distance erline of State Route 161 along southerly, a thence centerline

of said State Route northeasterly the at centerline point t g the hence westerly along t a distance of 712.0 feet 220-823; corner of parcel No. thence

of easterly, southerly and westerly lines, the following courses and distances: thence along the said parcel No. 220-823,

a point; a distance of 1339.1 feet to southerly,

396.6 feet to a point; distance of đ easterly,

a point; a distance of 1181.2 feet to southerly,

a point; distance of 302.1 feet to ø westerly,

a point; a distance of 538.5 feet to northerly,

distance of 240.3 feet to a point; ø easterly,

a point; a distance of 581.7 feet to northerly,

a distance of 396.4 feet to a point; westerly,

the 1399.9 feet to a poin (Dublin-Granville Road); of 161 northerly, a querical state Route centerline of

of said State Route northeasterly the centerline at point to a the 220-1024; thence Westerly, along a distance of 493.2 feet corner of parcel No. thence

southwesterly of Blacklick the the meanderings point thence southerly along the madistance of 2384.9 feet to a corner of said parcel No. 220-1024;

the line of said parcel at point ಡ ţ Westerly 220-471; feet 449.1 the No. 220-1024, a distance of 449. southeasterly corner of parcel No. along Se of northerly, alc i, a distance thence

centerline said parcel the along the southerly line of 0-471, a distance of 1732.5 feet to a point in Kitzmiller Road; westerly thence 220-471,

corner road, southeasterly of said centerline the at the to a point along thence northerly, distance of 104.8 feet of parcel No. 220-831; of parcel No.

line of said parcel a point in the point \$ southerly feet the sol 220-660; of along parcel No. westerly, ald a distance line of 220-831, thence easterly

the Š Š of said parcel point line æ 222-729; along the easterly of 230.8 feet to northwesterly corner of parcel No. southerly distance thence 220-660,

| parcel of said point line **#**J 2 northerly feet 943.8 the of Kitzmiller Road; along easterly, ald a distance 222-729, centerline thence

of Of said southerly of centerline Ø ä point the along ţ southerly, 1100.3 feet 222-580; ö thence distance

Ö a distance line, southerly said along to a point; westerly 252.5 feet thence

in the Parcel said point of æ line 2 feet easterly of 153.5 222-625; the of No. 222-580, a distance of northerly line of parcel No. along southerly, thence

parcel in the said point of ಹ t t line feet northerly 252.1 fee thence easterly, along the No. 222-625, a distance of centerline of Kitzmiller Road; Kitzmiller Road;

thence southwesterly, along the centerline of said road, a ance of 1778.7 feet to a point at the southeasterly corner arcel No. 222-553; Š parcel distance

Š parcel of said westerly along the southerly line distance of 113.1 feet to a point; thence Ø 222-553,

southerly said parcel No. ಡ ij of, point the westerly line ø ç feet nce northerly along, a distance of 125.0 parcel No. 222-770; thence 222-553, line of p

Š southerly line of said parcel to a point; distance of 220.0 feet ď along westerly thence ส 222-770,

the Š at parcel point said of ç an easterly line 222-869; feet 130.0 northwesterly corner of parcel No. Of along distance southerly, thence

said the 당 point line the northerly 373.3 feet to a southeasterly, along 222-869, a distance of of Kitzmiller Road; parcel No. thence

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said in a point centerline \$ feet 363.2 222-770; along distance Kitzmiller Road, a distand southerly line of parcel No. southwesterly thence

parcel said of thence northwesterly, along a southerly line 222-770, a distance of 260.0 feet to a point; No.

said parcel No. northerly the thence southerly along an easterly line of 222-770, a distance of 202.1 feet to a point in line of parcel No. 222-315; southerly line of parcel No. thence

Š. centerline said parcel the οĘ in the northerly line 222-315, a distance of 262.6 feet to a point of Kitzmiller Road;

at feet to a point centerline 220-1020; 428.4 the along se of of parcel No. southwesterly al northwesterly corner Road, thence Kitzmiller

in Blacklick said to a point of line 1647.1 feet the northerly of thence easterly, along 220-1020, a distance

at 1823.4 feet to a point 220-279 and 220-2062; of meanderings the Blacklick Creek, a distance of northeasterly corner of parcels No. along southwesterly, alo reek, a distance thence

parcel 408.4 feet said of distance of line easterly æ thence southerly, along the 220-279 and No. 220-2062, No. 220-279 and No. 2 point in Blacklick Creek;

said 듸 1392.9 feet to a point of meanderings the 220-546; of along southwesterly, alo reek, a distance Blacklick Creek, a distand northerly line of parcel No. thence

parcel in the the point said of a line t 0 feet northerly 436.6 the of thence easterly, along 220-546, a distance No. 220-546, a distan centerline of Avis Road;

of a corner thence northerly, along the centerline of said Avis distance of 44.8 feet to a point at the northwesterly parcels No. 220-521 and 220-1767; ly, easterly and southerly lines of and 220-1767, the following courses thence along the northerly, parcels No. 220-521 and distances: and

a distance of 989.5 feet to a point; easterly,

361.5 feet to a point; distance of ď northerly,

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a distance of 1901.8 feet to a point; easterly,

distance of 1032.0 feet to a point; ಸ southerly,

å point ι¢ ដ westerly, a distance of 746.0 feet northeasterly corner of parcel No. 220-909;

of southerly and westerly lines distances: along the easterly, southerly and we No. 220-909 the following courses and said parcel No. thence

the 2 point ø t t feet 1726.2 distance of southerly, a distance centerline of Morse Road;

of centerline of Morse Road a distance along the westerly, 901.6 feet;

distance of 726.0 feet to a point; đ northerly,

a point; distance of 300.0 feet to Ø westerly,

탸 point ಥ t C feet southerly, a distance of 686.0 feet northerly right-of-way line of Morse Road;

distance line of along said northerly right-of-way line a to a point in the easterly right-of-way along Avis Road; and westerly, 922.7 feet ΟĒ

a point at ţ corner of said parcel no. 220-909; feet 1683.9 of distance ų northerly, northwesterly ' parcel Said 234.0 feet to a point No. 220-521 and 220-1767; o£ line northerly thence easterly, along the 220-909, a distance of corner of parcel no. 220-909, southwesterly

of the following courses lines southerly and northerly 220-1767 the following a thence along the westerly, parcels No. 220-521 and said parc distances:

a distance of 165.5 feet to a point; northerly,

the 5 point đ ţ feet 263.9 g distance Avis Road; ø westerly, centerline of

said road a distance of centerline of the 60.0 feet to a point; alond northerly,

easterly, a distance of 967.9 feet to a point;

and, a distance of 165.5 feet to a point; northerly,

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华 ļ point ø ů feet 968.0 당 distance Avis Road; 4 westerly, centerline of

corner road, southeasterly said of centerline the 쓝 the to a point along southerly, 158.1 feet 0. 220-546; distance of 19 of parcel No.

of said parcel in Blacklick line point southerly ď a distance of 629.7 feet to the along westerly, 220-546, thence creek;

said point meanderings 220-279 and 220-2062; ţ feet the along t thence southeasterly a Blacklick Creek a distance of southerly line of parcels No.

said parcels point æ the southerly line of distance of 57.0 feet to 220-1083; of parcel No. along ಸ Westerly alorand 220-2062, northeasterly corner 220-279 thence Š.

along the easterly line of said parcel of 704.2 feet to a point at the point corner of parcel No. 220-796; southwesterly distance 220-1083, northeasterly thence Š Š

said of point line easterly feet to a thence southwesterly, along the east parcel No. 220-796, a distance of 105.0 feet northeasterly corner of parcel No. 220-797;

said of at point line easterly feet to a feet northeasterly corner of parcel No. 220-360; the southwesterly, along the 220-797, a distance of 199.7 thence parcel No.

southwesterly along the easterly line of said parcel a distance of 55.2 feet to a point; southwesterly 220-360, thence

said parcel in Blacklick a point ð thence southeasterly along a northerly line 220-360, a distance of 85.0 feet to a Š

said 1075.8 feet to a point in the meanderings the along nce of southwesterly ald Teek, a distance of Morse Road; Creek, thence centerline Blacklick

westerly along the centerline of said road, a f 75.0 feet to the place of beginning and containing distance of 75.0 feet to the place of begin 1751.0 acres of land more or less, 883.5 acrew Albany and 882.5 acres in Plain Township. thence

within their boundaries have une above described parcels New Albany Farms Section 1.

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Plain Quarter Township 3, / Lands and being acreages: parcel and acr being Franklin, and acres; numbers of following parcel number and 222-340, 42.973 ac and 222-386, 23.00 acres Military County o cuated in the State of Ohio, Coun School District, being located 222-399, 14.899 acres; and 222-386 particularly described as follows: f the 220-893 parcels No. 220-893 222-399, 14.899 acres; Township 2, Range 16, comprised of the Situated

of Harlem Road at point in the centerline the southeasterly corner of parcel No. 220-893; ಡ at Beginning

parcel said of, feet to a point; thence westerly along a southerly line 893, a distance of 638.7 feet to a poin 220-893, a

a distance of 160.0 feet to a point; thence southerly,

said oĘ along a southerly line 1343.4 feet to a point 220-893; thence westerly, continuing along parcel No. 220-893, a distance of 1343.4 southwesterly corner of said parcel no. 2 ng the westerly line of said parcel 1161.4 feet to a point in point 220-893; northwesterly corner of said parcel No. along of 11 northerly distance đ thence 220-893,

northerly line of said parcel se easterly along a northerly line a distance of 1152.5 feet to a point; easterly thence 220-893,

a point; thence southerly, a distance of 362.5 feet to

said a distance of 659.6 feet to a point in of line thence easterly, continuing along a northerly el No. 220-893, a distance of 659.6 feet to centerline of Harlem Road; parcel

ď a point at the northwesterly corner road, said of thence northwesterly along the centerline 2 feet 124.7 fe 222-399; <u>%</u> of distance

the parcel int at a point thence easterly along the northerly line of said 222-399, a distance of 1439.2 feet to a ponortheasterly corner of said parcel No. 222-399;

toa (Dublin-Granville therly along the easterly line of said parcel parcel No. 222-386, a distance of 1758.4 feet enterline of State Route 161 (Dublin-Granv said point in the centerline thence southerly and 222-399,

đ said . Ot centerline westerly, along the 690.7 feet to a point; distance of thence

line of sald parcel point ď ဌ westerly the wester] 1383.5 feet No. 222-386, a distance of 1383.5 southerly line of parcel No. 222-399; along northerly, thence

- Page 2 ·

of parcel No. thence westerly, along the southerly 222-399, a distance of 515.3 feet to a point of Harlem Road;

thence southeasterly, along the centerline of said road, a distance of 419.8 feet to the place of beginning, containing and 272 acres. more or less, 38.730 acres in Village of New 80.872 acres, more or less, 38.730 acres Albany and 42.142 acres in Plain Township.

Plain and being of Franklin, Quarter Township and the following parcel numbers and acreages: being located in Quarter Tow United States Military Lands County Ohio, Situated in the State of District, 4, Township 2, comprised of t School

0.676 0.172 0.231 0.115 0.666 0.514 0.833 1.250 0.172 0.551	222-000107 222-31 222-82 222-65 222-122 222-111 222-111 222-170 222-170 222-170 222-282 222-244 222-244 222-264
.67	222-31 222-82
1.233	222-00040 222-000102 222-000107
0.670 4.217 14.379	222-90 222-285 222-169
ACREAGE 2.556 4.122	222-97 222-130 222-61
ACREAGE	PARCEL NO.

and being more particularly described as follows:

centerline of State Route 161 northwesterly the in Beginning at a point ir (Dublin-Granville Road) at the 222-107;

corner said road, northeasterly centerline of the the at a point along southeasterly 587.1 feet to distance of 587.1 feet of parcel No. 222-130; thence

Š said parcel along the easterly line of 272.8 feet to a point; to a point; a distance of southerly thence 222-130,

the easterly ٤ parcel thence westerly along the southerly line of said 222-30, a distance of 268.1 feet to a point in right-of-way line of Reynoldsburg-New Albany Road; Westerly along

l right-of-way line, a distance the southerly right-of-way line of to a point in the south (Dublin-Granville Road); thence northerly along said feet State Route 161

Luence northwesterly along said right-of-way line, a distance of 77.6 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road; along northwesterly thence

distance æ line, along said right-of-way 563.6 feet to a point; thence southerly, of

Parcels No. to a point; line of southerly 216.0 feet along the adistance of westerly, 222-164 and 222-170, thence

Š Ž parcel of said along the westerly line distance of 50.4 feet to a point; thence northerly ø

Š of parcel point line đ southerly 2220215; feet northeasterly corner of parcel No. the along the of 260.3 westerly, distance thence 222-170,

line of said parcel southerly, along the easterly line, a distance of 887.8 feet to a point; 222-215, thence

parcel said point ö ø t 0 line No. 222-215, a distance of 421.6 feet northeasterly corner of parcel No. 222-285; southerly 421.6 feet along the westerly, along 5. a distance thence

parcet said of 269.8 feet to a point; line easterly thence southerly, along the 222-285, a distance of Š

Š of said parcel line distance of 626.6 feet to a point; along the southerly westerly ø thence

Š parcel said Westerly line of feet to a point; thence northerly, along a 285, a distance of 109.6 f

line of said parcel point Œ ţ (Johnstown Road); southerly 447.0 the of along 222-285, a distance cerline of U.S. Route 62 westerly, center].ine thence

of said road, the centerline distance of 100.0 feet to a point; along northeasterly thence

02 line of parcel distance of 612.2 feet to a point; the northerly easterly, along thence ď

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 75.2 feet to a point in the southerly line of parcel No. 222-215;

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Š of parcel line se Westerly, along the southerly a distance of 213.5 feet to a point; westerly, thence

the Š of parcel point at ŏ line đ \$ thence northeasterly, along the westerly 222-215, a distance of 834.8 feet southeasterly corner of parcel No. 222-203; thence northwesterly along the southerly line of parcel No. 203, a distance of 200.0 feet to a point in the easterly 222-203, a distance of 200.0 feet to a point in right-of-way line of U.S. Route 62 (Johnstown Road);

ď right-of-way said northeasterly, along 100.0 feet to a point; distance of thence

westerly of parcel the the northerly line to a point in southeasterly along t distance of 180.4 feet 222-215; 222-203, a distance line of parcel No. thence

Š parcel the westerly line of northeasterly, along the westerl distance of 180.8 feet to a point; 222-215, a thence

parcel No. of in to a point northerly line feet the 49.4 thence easterly, along 222-215, a distance or line of parcel No. 222-61;

parcel said of northeasterly along the westerly line 222-261, a distance of 96.1 feet to a point; thence Х М

of parcel t in the point line southerly (Johnstown Road); feet the along the of 190.0 of No. 222-261, a distance o centerline of U.S. Route 62 northwesterly, a distance 222-261, thence

of of of said road, feet to a point at the southeasterly along the centerline thence southwesterly, distance of 41.0 feet to a parcel No. 222-235;

line of parcel thence northwesterly, along the southerly 222-235, a distance of 171.0 feet to a point; Хо.

Š parcel of thence northeasterly, along the westerly line 235, a distance of 101.0 feet to a point; 222-235, a

of parcel point line ø northerly ţ, No. 222-235, a distance of 221.3 reet to centerline of U.S. Route 62 (Johnstown Road); ong the along southeasterly, thence

ĸ corner of said road, the southeasterly centerline along he a point at thence northeasterly distance of 108.9 feet to a 222-79; of parcel No.

along the westerly line of parcel No to a point; thence northwesterly, along 222-79, a distance of 155.1 feet

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thence northeasterly, along the northerly line of parcel 222-79, a distance of 55.0 feet to a point in the westerly 222-90; No. No. 222-79, a line of parcel

parcel thence northwestarly, along the westerly line of 222-90, a distance of 119.9 feet to a point; thence southeasterly, along the northerly line of said parcel No. 222-90, a distance of 306.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

đ to a point at the northwesterly corner road, said thence northeasterly, along the centerline of ance of 115.2 feet to a point at the north arcel No. 222-5; of parcel No. distance

said of thence southeasterly along the northerly line parcel No. 222-5, a distance of 232.2 feet to a point;

parcel No. t 0 feet of 208.1 line of easterly distance of the thence southerly along the 222-5 and parcel No. 222-244, a point;

parcel No. ð line 222-82, a distance of 132.0 feet to a point; northerly the along easterly thence

the vesterly line of parcel No. 222-82 and parcel No. 222-82 and parcel No. 222-107, a distance of 362.7 feet to the place of beginning, containing 33.0 acres of land, more or less. thence northerly along the westerly line 82 and parcel No. 222-107, a distance of 3

37.481 ACRES

Plain States located No. 545-162392 as follows: Franklin, United being Military Lands and being all of parcels No 545-162383 and being more particularly described County or Township, be Situated in the State of Ohio, I School District, Blendon Township 2, being all o Township 4, Quarter

the Road a point in the centerline of Ulry of said parcels; corner at Beginning

æ said ð centerline thence northerly along the distance of 475.4 feet to a point;

of easterly and southerly lines the following courses and distances: the northerly, along said parcels, thence

to a point; a distance of 255.0 feet easterly,

a distance of 100.0 feet to a point; northerly,

a distance of 181.0 feet to a point; easterly,

northerly, a distance of 740.7 feet to a point;

to a point; distance of 968.8 feet d easterly,

a point; distance of 1419.1 feet to ď southerly,

distance of 1169.4 feet to a point; ď westerly, a distance of 125.0 feet to a point;

of place more or less. the ţ 0 37.481 acres of land, feet 230.0 of distance beginning, containing ದ westerly,

2.878 ACRES

and being described Plain Ohio, County of Franklin, Pl cated in Quarter Township State or being located in Quarticulary Lands , United States Military Lands School District, being located in the 2, Range 16, United States Mile Parcel No. 222-479 and being more State of the ij Situated Township

at point in the centerline of Thompson Road of said parcel; Beginning at a poi the southwesterly corner Beginning

said of westerly line along the fact to a point; nce northeasterly, along a distance of 504.4 feet thence parcel,

said parcel, along the northerly line of to a point; 180.8 feet easterly, distance of thence

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the easterly line of said parcel, a a point in the centerline of Thompson easterly line of said along the thence southerly, along ance of 595.7 feet to distance Road;

l road, a containing road, said beginning, o£ centerline ğ place thence westerly, along the distance of 303.9 feet to the plant 2.878 acres of land, more or less.

7.030 ACRES

Plain ing located in Quarter Township 3, United States Military Lands and being Ohio, County of Franklin, Plated in Quarter Township 222-487 located Township 2, Range 16, United Stall of parcels No. 222-463 and particularly described as follows: å. being State the School District, in Situated Township

in the centerline of State Route 161 the northwesterly corner of said Beginning at a point (Dublin-Granville Road) at Beginning

öţ distance ø road, said of centerline tnence along the 174.6 feet to a point; thence

đ said thence southerly along the easterly line of distance of 1164.0 feet to a point;

ď said parcel, northerly line of easterly, along a no 339.8 feet to a point; distance of thence

đ along the easterly line of said to a point; thence southerly, a distance of 163.1 feet

ď along the southerly line of said parcel, thence westerly, along the sodistance of 682.6 feet to a point;

ø along the westerly line of said to a point; feet thence northerly, of 163.1 distance

Q northerly line of said parcel, thence easterly, along a ndistance of 173.0 feet to a point;

ď containing parcel, to the place of beginning, the ce northerly, along the westerly line of said ance of 1125.0 feet to the place of beginning, acres of land, more or less. distance

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1.945 ACRES

Township 1, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-836 and being more particularly Section 12, Quarter Franklin, of ij County located ohio, being in the State of District, described as follows: School Situated Local

62 said parcel; u.s. of Beginning at a point in the centerline of (Johnstown Road) at the southwesterly corner of

đ said road, centerline of the feet to a point; alond northeasterly distance of 569.5 thence

ø parcel, the easterly line of said thence southerly, along the eadistance of 352.6 feet to a point;

đ containing land, more or less. 1.945 acres distance of thence

5.221 ACRES

being located in Quarter Township 4, United States Military Lands and being County of Franklin, and 220-1953 Ohio, all of parcels No. 220-210 and particularly described as follows: of State ituatea ... School District, b Pange 16, No. Situated Township Local

southeasterly a point in the northerly right-of-way line (Dublin-Granville Road) at the southeaster corner of said parcel; ä State Route 161 Beginning

right-of-way he easterly the northerly ij point said ಡ along to thence northeasterly, along saline, a distance of 666.8 feet to right-of-way line of Kitzmiller Road;

a distance said right-of-way line, along 230.5 feet to a point; northerly, thence

đ parcel, thence easterly, along the northerly line of said distance of 754.3 feet to a point;

containing along the easterly line of said parcel beginning, southerly, along the east 453.3 feet to the place of land, more or less: 5.221 acres distance of thence

. Page 4 -

24.098 ACRES

Lands and being particularly Township County of Franklin, in Quarter Military La More being ohio, United States 222-103, and located of being State Range 16, (of Parcel No. District, the follows: School Situated 7 24.098 acres Township Scal Scal

Beginning at a point in the centerline of Kitzmiller Road the northeasterly corner of said parcel; point Beginning at

Ø road, said of centerline southerly along the 870.4 feet to a point; distance of thence

넊 point thence westerly, a distance of 30.0 feet to a westerly right-of-way line of said Kitzmiller Road; thence westerly, a

Ø line, right-of-way said along southwesterly, alon 213.6 feet to a point; distance of thence

a distance of 1723.4 feet to a point; thence northwesterly,

đ parcel, thence northerly, along the westerly line of said distance of 160.7 feet to a point; point;

đ along the northerly line of said parcel, thence easterly, along the naistanch of 928.4 feet to a point;

æ said an easterly line of point; along thence southerly, along distance of 299.6 feet to a

당 of line place beginning, containing 24.098 acres of land, more or less. northerly the ţ the along the 7.4 feet 687.4 continuing of easterly, cont .. a distance parcel, thence

2.421 ACRES

Plain cated in Quarter Township 4, States Military Lands and being County of Franklin, and being 222-100, in ohio, School District, being located lip 2, Range 16, United States parcel No. 222-54 and Parcel No. particularly described as follows: of State the 늰 Township 2, all of parcel Situated Township Local

centerline of U.S. Route 62 parcel ·of corner Beginning at a point in the cer (East Main Street) at the northeasterly in the

Continued...

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along the centerline of Main Street, a point; southwesterly 409.0 feet to distance of thence

a distance of 210.9 feet to a point; parcel thence westerly along the southerly line of said 54 and Parcel 222-100, a distance of 210.9 feet t 222-54 and Parcel

parcel line of said point thence southerly, along the easterly live. 222-100, a distance of 100.00 feet to a northerly right-of-way line of East Main Street;

distance ದ said right-of-way line, along westerly, a to a point; 50.0 feet thence

parcel thence northerly along the westerly line of said 100, a distance of 165.0 feet to a point; 222-100, a

line of said parcel the asterly, along the northerly line a distance of 90.0 feet to a point in No. 222-100, a distance of 90.0 line of said parcel No. 222-54; easterly, thence

parcel No. of line feet to a point; Westerly the along 245.7 f thence northerly 222-54, a distance of 3

thence easterly along the northerly line of said parcel No. 54, a distance of 429.4 feet to the place of beginning, 222-54, a distance of 429.4 feet to the containing 2.421 acres of land, more or less.

0.218 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of Parcel N. 222-34 and being more particularly described follows: point in the westerly right-of-way line of (North High Street) at the northeasterly corner Beginning at a e Route 605 (said parcel; State

distance ๗ line, along said right-of-way 8.90 feet to a point; thence southerly, of

ď said parcel, southerly line of thence westerly, along the s distance of 100.0 feet to a point;

Œ parcel, thence northerly, along the westerly line of said ance of 89.0 feet to a point; to a point; distance of

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| parcel, a containing the northerly line of said parcel, beginning, of place 0.218 acre of land, more or less. the thence easterly, along distance of 100.0 feet to the

3.169 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-62, 222-227, 222-129 and 222-151 and being more particularly described as follows: Ohio,

in the centerline of State Route 161 of corner southeasterly the point at Beginning at a p (West Granville Street) 222-62; parcel No.

said West of O Granville Street, a distance of 327.2 feet to a point; centerline the alond northwesterly, thence

Ž parcel of line thence northerly, along the westerly 1 222-151, a distance of 190.5 feet to a point; thence northerly,

of a distance westerly line, said along continuing a point; ţ thence 123,7 feet

toa Š Š of parcel a distance of northerly line 222-62, the along Š. easterly, nd parcel and thence 222-151 point;

easterly line of parcel No. 222-62, a distance of 449.4 feet to the containing 3.169 acres of land, more or less. the thence southerly, along 62, a distance of 44

0.195 ACRE

Plain and 222-921 and being more particularly Quarter Township Lands, being a Franklin, Lands, of County c Military Range 16, United States Milit No. 222-81 and 222-81 Ohio, of parcels No. 222 described as follows: School Situated Township 2, of parcels

of corner line right-of-way 62 (West Main Street) at the northwesterly Beginning at a point in the southerly said parcel; Route

of · 52.4 Route a distance State of thence easterly along said right-of-way, (South High Street);

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ಗ line, right-of-way thence southerly, along said westerly distance of 100.0 feet to a point;

rightsaid parcel, southeasterly of westerly, along the southerly line 115.7 feet to a point in the sout of said West Main Street; distance of of-way line thence

ø containing line, right-of-way beginning, ď said thence northeastarly, along s distance of 117.8 feet to the place 0.195 acre of land, more or less.

0.248 ACRE

sing located in Quarter Township 4, United States Military Lands, being all more particularly County of Franklin, being Ohio, and 222-74 of being State of parcels No. 222-71 and 16, School District, the follows: Range 듸 described as Situated Township Local

Beginning at a point in the westerly right-of-way line of State Route 605 (South High Street) at the northeasterly corner of parcel No. 222-71;

a distance said right-of-way line, along point; southerly, 108.0 feet to a thence ¥4 0

parcel of line thence westerly along the southerly 222-74, a distance of 100.0 feet to a point; northerly, along the westerly line of parcels No. 22-74, a distance of 108.0 feet to a point; 222-74, thence 222-71 and

rly line of parcel No. land, more or lecs. northerly feet to t the 100.0 thence easterly, along of containing 0.248 acre of distance 222-71,

0.115 ACRE

Quarter Township 4, Lands. being all described being Franklin, Lands, Township 2, Range 16, United States Military Lands, of parcel No. 222-45, and being more particularly of ij County of Ohio, Coun being located Situated in the State of Local School District, follows:

먑 Street at the northeasterly corner of said parcel; right-of-way line westerly Beginning at a point in the South Second

Page 8 -

a distance said right-of-way line, along thence southerly, 50.0 feet to a point;

parcel, said thence westerly, along the southerly line of distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, distance of 50.0 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.115 acre of land, more or less.

g acreage combined ಪ have The above twelve (12) parcels 185.019 acres of land, more or less. THANK 2 15 P.M. RECORDER FRANKLIN CO., CHIO

RECORDER'S FEE /OX.CO

RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY MINITH SUPPLEMENTAL DECLARATION OF COVENANTS AND

RAKCOED

017150

Declaration") is made as of the Ta day of Mecanale, 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS COMMUNITY AUTHORITY (the "Nimh Supplemental Company, an Ohio general partnership (hereinafter referred to as "Private Developer"). ALBANY THE NEW

WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

reserved the right to submit Additional Property to the covenants, restrictions and provisions of WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer the Declaration; and

by reference and desires to submit such property to the covenants, restrictions and provisions of WHEREAS, the Private Developer is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein. the Declaration;

Rerecord to correct scrivener's error. This document supercedes and replaces the document recorded at OR 21466C20

sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions which shall r.n with the real property described of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, and provisions of the Declaration as the same is supplemented and amended from time to time, representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental Declaration as of the date first above written.

PARTNERSHIP, a Delaware limited partnership THE NEW ALBANY COMPANY LIMITED

THAE 9 2 6 A.M.
RECORDER FRANKLIN CO., CHILD

2 1993

FEB

Ative Officer

Chief Exe

Signed in the presence of:

Name:

TRANSFER NOT NECESSAPY

DEC 31 1992

PRANKLIN COUNTY, OHIO JOSEPH W. TESTA AUDITOR

MOMED & METCALS RECOR RECORDER'S FEE

CONVEYANCE EXEM

THE WAY TO SEE

STATE OF OHIO
) S
COUNTY OF FRANKLIN)

1992, by Gary R. Kerney, as Chief Executive Officer of The New Albany Company Limited The foregoing instrument was acknowledged before me this Thay of Albertun Partnership, a Delaware limited partnership, on behalf of the partnership.

Canol (J. Ocho

My Commission Expires June 21, 1997

CAROL A. ROBEY Notery Public, State of Ohio

This Instrument Prepared By.

Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, O:io 43215
(614) 222-3090

L'Ireal_est'acvallary/uthay9.doc

FARTNERSHIP
FING DATE 12-28-42
RECORDED VOT4405 PAGE 16
RICHARD B. METCALF, RECORDER
FRANKLIN COUNTY, OHIO

AREA MUMBER 1, 1881.0 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Townships 1 and 2, Quarter Townships 1 and 2, Quarter Townships 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages: 21465017

PREVIOUS PARCEL NO.			222-1080																		222-412	1	222-887	222-517	22-4) 						222-404				
ACREAGE 26.415	222-337, 222-754	0	K	4.1	10.036	7.8		~		•	- 64		6.	21,393	ഹ	. ru	1-713	14.2.3	ĽΩ	222-350 158.150	4.990	9.396	2.576	5.242	3,508	2.364	0.826	0.667	109.754	•	19.975	4.665	. 24	0	1.014	5
PARCEL NO. 222-444	222-900, 222-890,	22	22-	N	222-339	222-339	222-339	222-339	222-292	222-292	43	-29	29	222-241	222-180 £ 222-281	567 & 2			Ņ	22-37	22-37	22~	22-	22-	22-371	22-24	2-5	22-5	22-21	22-2	22-2	2-3	2-4	2-5	2-2	222-555

21455003

- Page 2 -

PREVIOUS PARCEL NO.	222-475 & 222-331	222-336
ACREAGE 11.397 11.397 22.224 22.224 22.224 22.224 23.236 23.336 23.338 23.338		
PARCEL NO. 222-353 222-358 222-518 222-437 222-450 222-897 222-897 222-496	1	22-136 22-136 22-136 22-136 22-136 45-163 45-163 45-163 45-163

ACREAGE	0.637	0.482	1.500	20.160	2.000	4.899	1.303	2.432	40.446
			222-150						222-346
엉			4						4
PARCEL A	222-554	222-189	222-201	222-307	222-235	222-411	222-287	222-178	222-354

follows: and being more particularly described as

991

Beginning in the easterly line of parcel No. 222-292 at point 230.00 feet northerly from the centerline of Morse Road; the easterly line of parcel Beginning in

and being Road, crossing said parcel No. 222-292 from the centerline of Morse westerly, crossing said northerly from the co 2335.5 feet to a point; distance of 230.00 feet thence

easterly line of parcel southerly being along the easter! a distance of 200.0 feet to a point; southerly No. 222-545, thence

centerline of Morse Road, a distance of 150.0 feet to a point; northerly feet 30.0 being westerly thence

along the westerly line of said parcel No. 179.7 feet to a point in the southerly line of parcel No. 222-292; northerly distance of thence

the southerly line of said parcel No. westerly along the southerly line distance of 322.0 feet to a point; westerly thence

a distance of 18.0 feet to a point; thence northerly,

Road, cel No. 222-292, Harlem F being 230.00 feet northerly 2163.7 of centerline of Morse Road, a distance crossing parcel and 222-339, westerly Ž parcel thence

said parcel No. an easterly line of southerly along an easterly line distance of 200.0 feet to a point; 4 thence

222-339, end 222-444 è. parcel 222-442, said parcels No. 222-889, 2; of 2138.8 feet to a point; crossing thence westerly, c distance

distance of 428.0 feet to a point in the thence northeasterly along a southwesterly (Johnstown Road); 62 Route 222-900, centerline of U.S. and 222-444

said said of ö centerline line vesterly nd the c road, a distance of 755.6 feet to a point; Pus the 222-900 along 222-444 and northeasterly Š thence parcels

to a point in parcels said feet of the northerly line a distance of 824.8 thence easterly along the 222-44 and 272-900, a dwesterly line of 222-339; the

S 0 thence northerly along the westerly line of said parcel 222-339 and parcel No. 222-363, a distance of 821.6 feet point in the centerline of U.S. Route 62 (Johnstown Road); (Johnstown Road);

3704

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parcel) feet to a point and 220-241; said thence northeasterly along the westerly line of 222-363 and 222-886, a distance of 150.0 feet southwesterly line of parcels No. 220-320 and 22 southwesterly line of parcels No.

220-320 thence along the southerly line of said parcels No. the following courses and distances: 220-421, and

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

the a t point Ú ដ feet 153.4 southwesterly corner of said parcel; of distance Westerly,

220-320 М . parcels and distances: thence along the Westerly line of said 220-241, the following courses and dis 220-241, and

Northerly, a distance of 704.2 feet;

a distance meanderings of a ditch, the along Northeasterly 253.9 feet; ot

Northeasterly, a distance of 349.5 feet

Easterly, a distance of 100.3 feet; and

the ij point 4 Ş feet 223.4 of Thompson Road; a distance Northerly, centerline of

Road, said parcels No. 220-320 and 220-241, Thompson of center1ine the thence easterly along being a northerly line of a distance of 345.8 feet;

a distance of 985.8 feet to a point, said along an easterly line of thance southwesterly, No. 220-320 and 220-241,

along a northerly line of said parcels No. a distance of 324.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road); thence easterly 230-340 and 220-241, 4

and along the of road distance gald line of parcel No. 222-393, a to a point; thence westerly

northeasterly line of point southeasterly along the northeaster 222-393, a distance of 438.5 feet to a parcel No. 222-393, a distance of 438 northerly line of parcel No. 222-364; thence

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ģ along the northerly line of said parcel distance of 490.7 feet to a point; easterly thence 222-364, a

parcel line of said parc therly, along the easterly also being along parcel No. distance of 980.8 feet to a point; thence southerly, along the 222-364,

ž said parcel of of 146.1 feet to a point; thence easterly along a northerly line 222-339, a distance of 146.1 feet to a poin

easterly line of said parcel No. feet to a point; southerly along the distance of 614.7 feet southerly thence Ą 222-339,

of O lin easterly along the northerly l distance of 381.6 feet to a point; ಹ thence

an easterly line of said parcel No. feet to a point; along 150.0 222-339, a distance of southerly thence

centerline parcel thence easterly along the northerly line of said | 339, a distance of 323.0 feet to a point in the

Harlen said thence southerly along the centerline of feet to a point; of 236.2 a distance

a point in the the westerly westerly being 30.0 feet to Road, distance of thence easterly, a distance of easterly right-of-way line of Harlem line of parcel No. 222-292;

line, being and right-of-way thence northerly along said right-of-wawesterly line of said parcel No. 222-292 222-853, a distance of 408.2 feet to a point; thence northerly westerly line of sa

of parcel No. Westerly the line ij point northerly 4 feet to the se easterly, along a distance of 267.0 222-292; parcel No. thence 222-853, line of p

of parcel line a distance of 150.0 feet to a point; thence

along a southerly line of said parcel No. se of 297.0 feet to a point in the centerline distance thence westerly 222-292, a dii of Harlem Road;

Harlen ö centerline to a point; the thence northerly along distance of 50.0 feet

northerly line of said parcel easterly along a northerly line distance of 297.0 feet to a point; easterly thence Ø

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said of thence along the vesterly and northerly lines parcel No. 222-292, the following courses and distances:

Northerly, a distance of 300.0 feet to a point;

to a point; Easterly, a distance of 303.0 feet

to a point; Northeasterly, a distance of 360.0 feet

to a point; and, Lasterly, a distance of 162.0 feet

Ë feet to a Northerly, a distance of 530.0 goutherly line of parcel No. 222-359;

Ċ.

Š. said parcel the southerly line of distance of 750.7 feet to a point; alond westerly 222-359, a therice

š said ğ northerly along the westerly line distance of 281.8 feet to a point; chence :15

the northerly line of said parcel No. the Ë point Œ / along the north of 830.0 feet to of parcel No. 222-358; easterly distance thence đ 222-359, line of p

northerly along the westerly line of said parcel distance of 1053.2 feet to a point at point of Parcel No. 222-497; southeasterly corner thence

the parcel along the southerly line of said point ø ţ feet of said parcel; 432.5 of 0 distance **Vesterly** corner southwesterly Q thence

parcel along the westerly line of said of 365.7 feet to a point 222-497, a distance of 365.7 feet to a point southeasterly right-of-way line of Sleepy Hollow Road; northerly thence

- Page 7 -

said parcel No. 222-497 and parcels 5, a distance of 1076.5 feet to a point parcel No. 222-891; in the southerly line of parcel No. thence northeastarly a northwesterly line of ga 222-498 and 222-496,

said parcel the southerly line of thence westerly along the southerly line 222-891, a distance of 36.9 feet to a point;

also parcel No. Road, along the westerly line of said of 27.4 feet to a point f-way line of Sleepy Hollow point Hollow 222-366; Sleepy 222-891, a distance of 27.4 feet to northwesterly right-of-way line of Sleebeing the southeasterly line of parcel No. northerly distance thence

southwesterly along said right-of-way line, 1039.9 feet to a point in the westerly line of right-of-way 222-366; of parcel No. thence distance

593107

parcel point said ď thence northerly along the westerly line of ţ 222-437; feet 618.4 southeasterly corner of parcel No. of distance 222-366,

in the centerline parcel said thence westerly along the southerly line of 437, a distance of 993.0 feet to a point (Johnstown Road); Route 62 of U.S.

đ thence southwesterly along the centerline of said distance of 730.3 feet to a point in Sleepy Hollow Road;

along 596.3 and of along said Sleepy Hollow Road sel No. 222-897, a distance of 222-897, northerly line of parcel No. easterly a point; thence

Š or o line southerly along the easterly distance of 589.7 feet to a point; thence 222-897,

the parce1 point of said đ 222-907; line 381.1 feet northeasterly corner of said parcel No. along the northerly öf distance thence easterly 222-907,

the point thence southerly along the easterly line of said 907, a distance of 445.1 feet to a po 222-907; 222-907, a distance of 445.1 fe southeasterly corner of said parcel No. 222-907,

centerline parcel in the said thence westerly along the southerly line of 907, a distance of 941.3 feet to a point a point Harlme Road; 222-907,

ď to a point in the isoutheasterly corner Road, thence northwesterly along the centerline of Harlem ance of 35.0 feet to a point in the isoutheaster 35.0 fe 222-883 Š of parcel distance

AREA NUMBER 1, 1881.0 ACRES

Page 8 -

thence westerly along the southerly line of said parcel No. 883, a distance of 752.7 feet to a point in the centerline Route 62 (Johnstown Road);

said road, a intersection of jo along the centerline of to a point in the feet thence northeasterly ance of 728.0 feet distance of Thompson Road,

a distance Thompson thence westerly along the centerline of said Thompso being the southerly line of parcel No. 222-909, 460.9 feet to a point;

437.0 feet to a point in the southerly parcel thence northerly along the westerly line of said 222-909, a distance of ' line of parcel No. 222-871; of distance

693108

parcel westerly along the southern line of said distance of 439.0 feet to a point; es. thence

northeasterly along the westerly line of said parcel a distance of 174.2 feet to a point at the 545-163692; southeasterly corner of parcel No.. thence

point at line ಥ feet to
545-163691; 4 southerly 981.1 parcel No. of co alond distance northeasterly corner of westerly thence

of o thence along the easterly, southerly and westerly lines or said parcel No. 545-163691, the following courses and distances: point đ 10 feet 601.2 of southerly, a distance o centerline of Thompson Road; a distance of 217.6 feet centerline, said along a point; and, westerly, ţ

point ಥ t 0 feet northerly, a discance of 599.5 fe southerly line of parcel No. 545-163692;

said lines of distances: southerly and westerly the following courses and the parcel No. 545-163692, along thence

a distance of 196.8 feet to a point; westerly, a distance of 678.1 feet to a point;

westerly, a distance of 2736.5 feet to a point;

northerly, a distance of 514.8 feet to a point;

westerly, a distance of 1380.4 feet to a point;

said parcel parcel of of along the westerly line of 1593.2 feet to a point; line Westerly northerly along the we a distance 545-163692,

of said parcel point at the line Ø to 545-208819; northerly thence easterly, along the northerl 545-163688, a distance of 2694.9 feet southwesterly corner of parcel No.

said parcel of the Westerly line of 1568.1 feet to a point; thence northerly, along 545~208819, a distance of Š

parcel said 2017.2 feet to a point; of line northerly thence easterly, along the 545-208819, a distance of 2 £0.

line of said parcel No. a distance of 85.0 feet to a point; a westerly along northerly, 545-208819, thence

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in the parcel to a point said of line feet northerly 816.6 of easterly, along the distance centerline of Harlem Road; N 545-208819, thence

đ to a point at the northwesterly corner Road, southeasterly along the centerline of Harlem of 528.6 feet to a point at the northwester No. 222-517; parcel No. 9 thence distance ٥f

said of along the northerly and westerly lines 222-517, the following courses and distances: northerly the along thence parcel No.

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet to a point; and

at point ø ţ 222-517; feet 107.4 easterly, a distance of 107. southwesterly corner of parcel No.

the th Š parcel said point along the westerly line of of 356.7 feet to a northwesterly corner of said parcel; northerly distance ಥ thence 222-517,

đ parcel No. ţ feet said a distance of 1055.3 along the northerly line of 222-217; 222-517 and parcel No. 222-370, a distander of the vesterly line of Parcel No. easterly thence

thence northerly along the westerly line of said Parcel No. 2-217, a distance of 1677.8 feet to a point in the centerline State Route 161 (Dublin-G. inville Road); 222-217,

said road and the 545-212440, and centerline of 545-212439 ar of 533.5 feet to a point; the ž Š westerly along ne of parcels line thence southerly distance

of said parcels 545-187789, line No. Westerly parcel to a point; the and ncrtherly along 2439, 545-212440 545-212439, 545-21 Ince of 2169.1 feet thence distance

. Page 10 -

arcel No. of said parcel the Westerly, along a southerly line of a distance of 593.0 feet to a point in southerly 545-187791; 545-187789, a dista line of parcel No. thence

parcel point said of ø line t t easterly 7.0 feet the east 207.0 southeasterly corner of said parcel; southerly along a distance of southerly 545-187791, thence

Š said parcel westerly along the southerly line of a distance of 1277.9 feet to a point; 545-187791, thence

Š parcel said along the Westerly line of the tollowing courses and distances: line 545-187791, thence

northerly, a distance of 273.4 feet to a point;

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in the point ď ţ feet 280.4 of distance westerly, a distance centerline of Harlem Road;

distance ĸ said road, of centerline northwesterly along the 57.2 feet to a point; of

point; toa a distance of 280.5 feet easterly,

to a point; feet a distance of 911.3 northwesterly, 1 point ď 유 feet 285.3 of O and westerly, a distance centerline of Harlem Road;

đ corner Road, the northwesterly Harlen of the centerline at a pcint l feet to 545-187791; along stance of 611.4 said parcel No. 5 northwesterly distance

S45-187787 parcel thence easterly along the northerly line of said 1.187791, also parcel No. 545-187789, parcel No. parcel No. 222-336, a distance of 5566.6 feet to a of 5566.6 222-307; of parcel corner southeasterly 545-187791

said parcel No. ly along the westerly line of of 617.3 feet to a point; north .ly distance Ø thence 222-307,

parcel in the point said ø of t t line feet northerly 1304.1 of the State Route 605; distance along easterly No.. 222-307, centerline of thence

northwesterly State the of centerline a point at southeasterly along the stance of 444.2 feet to 222-390; of parcel No. distance thence

parcel ij thence easterly along the northerly line of said 390, a distance of 512.7 feet to a point in line of parcel No. 222-354; 222-390,

- Page 11 -

2 parcel Westerly line of said thence northerly along the westerly line 354, a distance of 424.2 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 452.7 feet to a point;

parcel Baid ð thence northwesterly along a westerly line (222-354, a distance of 200.0 feet to a point; Š

parcel No. southerly line of said parcel 4 thence westerly along a southerly lin 2-354, a distance of 231.1 feet to a point State Route 605;

ď corner road, centerline of said the southeastering southeasterly the at along a point thence northwesterly distance of 165.4 feet to a of parcel No. 222-411;

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thence westerly along the southerly line of said parcel 222-411, a distance of 1199.6 feet to a point;

parcel said of thence northerly, along the westerly line (222-411, a distance of 182.0 feet to a point; ģ

northerly line of said parcel point ಗ ţ, feet thence easterly, along the no No. 222-411, a distance of 1147.4 centerline of State Route 605;

road, a parcel said road, o£ corner centerline of northwesterly the along the n thence southeasterly distance of 155.9 feet to 222-354;

line of said parcel thence easterly, along the northerly ling 222-354, a distance of 793.4 feet to a point; easterly, Š

thence southerly, a distance of 145.6 feet to a point;

said parcel point in the said of ಗ ţ line feet thence easterly, along the \ northerly 222-354, a distance of 1783.9 fee 222-180; No. 222-354, a distance westerly line of parcel No.

parcel thence northerly along the westerly line of said 180, a distance of 408.2 feet to a point; 222-180,

easterly along the northerly line of said parcel No. distance of 2718.1 feet to a point in the centerline centerline easterly of Bevelheimer Road; thence 222-180,

said road and the of To along the central No. 222-287, a distance easterly line of parcel No. southerly to a point; thence

southerly line of said parcel No. centerline the 드 ce of 395.2 feet to a point (Johnstown Road); the westerly along t distance of 395.2 thence

a of road, said southwesterly of O centerline the the northeasterly along the 90.0 feet to a point in 222-180; distance of parcel No. thence

said of southwesterly line 222-180, a distance of 503.6 feet to a point; the along northwesterly parcel No. thence

said the at o. point line southerly feet to a thence southwesterly, along the sou' parcel No. 222-180, a distance of 446.3 fee' northeasterly corner of parcel No. 222-284;

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i parcel line of said point ø د easterly feet the ea 422.1 No. 222-284, a distance of 422.1 northerly line of parcel No. 222-241; southerly, along a distance of thence

the northerly line of said Parcel No. of 390.8 feet to a point; along thence distance said of the following courses and distances: lines southerly and easterly the 222-241, along thence parcel No.

a point; a distance of 354.0 feet to southwesterly,

a point; ţ feet of 151.5 a distance southwesterly, a point; feet to distance of 259.3 ਰ northwesterly, to a point; distance of 249.9 feet ๗ northwesterly,

to a point; westerly, a distance of 297.7 feet

and a distance of 218.4 feet to a point; westerly,

the ij point Ø ţ of 146.6 feet a distance northwesterly, a distance southerly line of parcel No. of said parcel No. easterly the in I point the southerly line ď of 566.5 feet to alond 222-567; westerly distance parcel No. thence 222-284, a line of

Š parcel of said point southerly along the easterly line ø northwesterly corner of parcel No. 222-241; ů feet 112.9 of distance thence

and southeasterly lines of the following courses and distances: northeasterly thence along the r said parcel No. 222-241,

263.8 feet to a point; southeasterly, a distance of

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southwesterly, a distance of 442.8 feet to a point; southeasterly, a distance of 593.7 feet to a point; southeasterly, a distance of 194.8 feet to a point; southwesterly, a distance of 771.8 feet to a point; 186.4 feet to a point; a distance of southeasterly,

467.2 feet to a point in the southerly parcel said thence northerly along the Westerly line of 222-241, a distance of line of parcel No. 222-567;

southwesterly, a distance of 82.8 feet to a point;

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and

northeasterly, easterly and lo. 222-567, the following No. ne southerly, said parcel j the of sa courses and distances: along lines thence Westerly

westerly, a distance of 562.0 feet to a point;

southerly, a distance of 150.0 feet to a point;

a point; southeasterly, a distance of 196.1 feet to

southwesterly, a distance of 60.0 feet to a point;

southeasterly, a distance of 275.1 feet to a point;

westerly, a distance of 1104.2 feet to a point;

northerly, a distance of 48.6 feet to a point;

westerly, a distance of 251.8 feet to a point;

northeasterly, a distance of 162.0 feet to a point;

in the point ๗ ဌ feet 178.9 westerly, a distance of centerline of State Route 605;

Ø 605, Route State centerline of northwesterly, along the cente distance of 417.7 feet to a point;

easterly, a distance of 389.7 feet to a point;

northerly, a distance of 552.6 feet to a point;

easterly, a distance of 131.5 feet to a point; and

in the point 12 ب feet of 699.8 222-354; northerly, a distance southerly line of parcel No.

Continued.

parcels parcel point Ŋ therly line of said the southerly lines of said feet 1339.0 distance of 1339 reel No. 222-336; southerly 222-390 and 222-307, a distance the easterly line of parcel No. along the being Westerly, along also 222-354, thence % ₩

line of said parcel along the easterly line of 1207.6 feet to a point; thence southerly, 222-336, a distance

easterly parcel the of point in line southerly westerly, along a souther distance of 1640.1 feet to a 545-187787; line of parcel No. 83 thence 222-336,

21593I14

the easterly line of said parcel No. 5-187789, a distance of 1674 feet Route State thence southerly along the eastern.
545-187787 and parcel No. 545-187789, a distance

said road, centerline of the a point; along southwesterly 304.0 feet to distance of thence

parcel ōĘ thence along the Westerly and southerly lines and distances: following courses the 545-187789,

northerly, a distance of 182.8 feet to a point;

westerly, a distance of 201.3 feet to a point;

northerly, a distance of 322.2 feet to a point;

the ij point ಡ ţ feet easterly right-of-way line of Morgan Road; 484.2 of distance westerly,

đ line, right-of-way easterly to a point; said northerly, along distance of 166.9 feet

415.7 feet to a point; easterly, a distance of a distance of 150.0 feet to a point; northerly,

to a point; easterly, a distance of 153.3 feet

and northerly, a distance of 393.2 feet to a point;

ij point ಥ 2 foot right-of-way line of Morgan Road; 568.0 of distance ಡ westerly, easterly

southerly and I. the following easterly, northerly, southe ines of said Morgan Road, the lines the westerly right-of-way courses and distances: along thence

- Page 15 -

feet to a point; 50.5 ö a distance northerly,

a point; ن 1256.4 feet distance of ĸ westerly,

a point; ţ distance of 40.0 feet đ southerly,

and a point; ب distance of 1216.8 feet Œ easterly, a point; a distance of 687.6 feet to southerly,

59

311

5

No. the point at 545-212439; parcel oĘ distance of 1249.9 feet to a corner of parcel No. 545-212440 and line southerly the along thence westerly northeasterly 545-187789

of said parcel i-212440 and 545-212439, a distance of 1233.4 feet to a p the centerline of State Route 161 (Dublin-Granville Road); line along the easterly southerly alor and 545-212439, 545-212440 thence

Ŋ said road, centerline of the 603.0 feet to a point; alond northeasterly of thence distance

of centerline along said ce feet to a point; said easterly continuing a distance of 522.3 thence northeasterly State Route 161,

northerly parcel No. the oŧ line בים point easterly to a the feet distance of 620.4 along 222-217; southerly Š. parcel ĸ thence 222-662, line of

parcel No. said line of v along the northerly lin of 184.9 feet to a point; easterly distance Ø thence 222-217,

a point; ţ a distance of 23.3 feet southerly, thence

in the westerly line of parcel No. 222-233, a distance of 1326.7 northerly thence easterly, continuing along the el No. 222-233, continuing point æ ţ parcel

in the southerly parcel O. line 961.2 feet to a point westerly the thence northerly, along .282, a distance of parcel No. 222-336; 222-282, line of

Š parcel said the southerly line of westerly along the southerly line distance of 341.9 feet to a point; thence 哎 222-336,

said parcel (Dublinpoint 161 line of Route ď ţ westerly feet State along the vectors of 144.0 of line distance a distance right-of-way northerly, Granville Road); 222-336, thence northerly Š

- Page 16 -

line, right-of-way northeasterly along said northern of 854.1 feet to a point; distance thence

the 끆 of State Route 161 (Dublin-Granville Road); center1 ine thence

road, a of Parcel corner said of the northeasterly centerline the along th feet to feet easterly f 848.1 f of 222-255; thence distance

said of the easterly and southerly lines the following courses and distances: along t 222-255, thence

593I16

2

southerly, a distance of 216.6 feet to a point;

to a point; northwesterly, a distance of 350.0 feet

to a point; a distance of 41.8 feet northerly,

to a point; a distance of 115.7 feet Westerly, to a point; a distance of 74.1 feet southerly,

the ij point ø ů feet 241.2 222-146; of a distance of parcel No. westerly, easterly,

southerly along the easterly line of said parcel No. distance of 42.7 feet to a point in the northerly reel No. 222-288; parcel No. thence Æ 222-146, line of p

of parcel point thence southeasterly along the northeasterly line No. 222-288, a distance of 515.3 feet to a point northwesterly corner of parcel No. 222-201;

the said of in northeasterly line point southeasterly along the northeaster 222-201, a distance of 265.0 feet to a of State Route 62 (Johnstown Road); centerline thence Š parcel

road, said centerline of the a point; southwesterly along 250.0 feet to a point distance of thence

parcel in the ne of point thence northwesterly along the southwesterly line 222-189, a distance of 260.0 feet to a po 222-288; southeasterly line of parcel No. 222-189,

said o£ of 859.9 feet to a point; line southeasterly the along a distance southwesterly 222-288, a die thence parcel No.

٠.۵

southeasterly thence continuing southwesterly along the southeasterly line of parcel No. 222-288, a distance of 316.4 feet to a point; southwesterly

parcel in the (Johnstown οĘ point southeasterly along the northeasterly line 10, a distance of 310.9 feet to a po Route u.s. ð line No. 222-200, a distance northwesterly right-of-way

right-of-way said along distance of 244.1 feet to a point; southwesterly thence

toa of parcel 355.5 feet a distance of 222-217; line southerly 222-200 and parcel No. 222-233, a dispoint in the easterly line of parcel No. 222-233, the along parcel thence westerly

222-232, . 20 parcel of said the following courses and distances: easterly line the along thence

21693T+7

southerly, a distance of 175.9 feet to a point;

in the point ď of 266.7 feet to a (Johnstown Road); and easterly, a distance centerline of U.S. Route 62

ď road, said ot centerling southwesterly, along the cel ance of 562,5 feet to a point; distance of

southerly line of parcel distance of 326.8 feet to a point; Ø along northwesterly 222-217, a thence

đ line, southerly along said thence westerly continuing aldistance of 158.6 feet to a point;

the at distance of 84.9 feet to a point 222-246; thence southerly, a distance northwesterly corner of parcel No.

Š parcel of line easterly, along the northerly l distance of 173.0 feet to a point; thence ø

line, continuing along said northerly to a point in the centerline of (Johnstown Road); southeasterly of 294.0 feet thence a distance Route 62

road, said northwesterly centerline of the thence southwesterly along the distance of 1342.7 feet to a point at 222-431; of parcel No.

222-431, of said parcel No. the northerly line following courses and distances: along

a distance of 399.9 feet to a point; easterly,

300.0 feet to a point; and northeasterly, a distance of

5 point ø ដ feet of 492.1 222-218; of easterly, a distance cwesterly line of parcel No.

of lines along the westerly, northerly and easterly line No. 222-218, the following courses and distances: thence

the ij point ø ţ (Johnstown Road); feet 1177.5 , a distance of U.S. Route 62 (northerly, centerline of t

the centerline of said road, a distance northeasterly along 24.7 feet to a point; of

a distance of 328.0 feet to a point; southerly,

ø ij point Ø ဌ feet easterly, a distance of 360.9 fe southwesterly line of parcel No. 222-283;

21693118

and northerly courses northeasterly following the the southwesterly, said parcel along thence distances:

the point ĸ feet to Route 62 (Johnstown Road); 486.9 of distance ส northwesterly, centerline of U.S.

distance đ northeasterly along the centerline of said road, point; ๙ ဌ feet

to a point; southeasterly, a distance of 428.9 feet

to a point; 68.6 feet southeasterly, a distance of easterly, a distance of 378.9 feet to a point; and

listance of 409.9 feet to a point at the said parcel No. 232-283; distance of ថ northeasterly corner northeasterly,

to a southerly along the easterly line of said parcel of parcel No. 222-431, a distance of 1729.1 feet thence 222-283

of lines thence along the northerly, easterly and southerly lines said parcel No. 222-431, the following courses and distances:

in the ance of 843.4 fest to a point ne of Reynoldsburg-New Albany Road; distance westerly right-of-way Ø easterly,

1077.8 ఠ distance ਹ right-of-way, Faid a point; and southerly along

- Page 19 -

the in point to a feet . 222-370; 811.9 of westerly, a distance easterly line of parcel No

Š said parcel easterly line of feet to a point; the se southerly along a distance of 645.8 chence 222-370,

No. id parcel point at said o F ţ thence westerly along the southerly line 370, a distance of 1450.8 feet t corner of parcel No. 222-891; 1450.8 distance northeasterly 222-370,

parcel said ð line easterly feet; 222-891, a distance of 233.7 the along southerly, thence S S

easterly line ď feet **Said** e 805.5 of continuing along ss, a distance of along the arcs of curves, a southeasterly thence and

693119

2

No. along the northerly line of said parcel feet; of 233.7 easterly distance thence 222-891,

line toa reet easterly distance of 850.5 said along æ continuing curves, O L southeasterly arcs the thence along point;

Reynoldsburg-New thence easterly along the northerly line of said parcel 891 and parcel No. 222-475, a distance of 1710.4 feet of line right-of-way westerly the and in Albany Road; 222-891 point

said οĘ and southerly lines courses and distances: the easterly the thence along t parcel No. 222-475,

to a point; southerly, a distance of 99.7 feet westerly, a distance of 178.0 feet to a point;

southerly, a distance of 100.0 feet to a point;

to a point; of 184.6 feet a distance easterly,

to a point; distance of 38.0 feet æ southerly,

to a point; of 183.9 feet a distance westerly, a distance of 200.0 feet to a point; and southerly,

the point at ಥ ţ feet parcel No. 222-331; distance corner of Ø westerly, northeasterly

in the parcel point said J O đ line ţ feet easterly 303.6 northerly line of parcel No. 222-358; the of along southerly, along 1, a distance 222-331, thence

o£ lines thence along the northerly, easterly and southerly lines said parcel No. 222-358, the following courses and distances:

in the westerly right-of-way line of Reynoldsburg-New Albany Road; point ď ţ feet 448.2 distance of đ easterly,

said of line right-of-way to a point; westerly feet the road, a distance of 793.4 along southerly,

southwesterly, a distance of 258.6 feet to a point;

a distance of 251.9 feet to a point; southeasterly,

21693120

a distance of 680.9 feet to a point; and westerly,

ij point ď ţ feet 416.1 of 416. of parcel No. distance ಡ southerly, northerly line

of lines the northerly, easterly and southerly lines 222-298, the following courses and distances: along said parcel No. thence

the of 1128.5 feet to a point of Reynoldsburg-New Albany Road; easterly, a distance westerly right-of-way line

said of line westerly right-of-way and f the westerly right
332.0 feet to a point; southerly along a distance of

the ij point Œ ţ feet westerly, a distance of 1203.5 easterly line of parcel No. 222-292;

said parcel No. of beginning, southerly along the easterly line of a distance of 1370.0 feet to the place 1889.0 acres of land, more or less. southerly thence containing ದ 222-292,

following parcels from "New Albany the Excepting, however, Country Club Section 1."

ACREAGE	0.679	0.615	0.495		0.659	1.247
PARCEL NO.		222-961	1	ł	1	22-
TOT	35	36	37	38	39	17 & 18

Continued....

. . .. Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 11, Quarter Township 1 and Quarter Township 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages

PREVIOUS PARCEL NO.																220-1290																			•							-		
ACREAGE 78.040		54.747	•	•	080.4	ທຸ	1.442	4.788		5.265				15.167	6.496		5.390			3.875	97.697	121.347	40.608	Ġ	7	S	73.743		105.411	•	• •	•		2.475			8.4	. 09	3.268	18,338		15.50	60.09	
PARCEL NO. 220-837	220-909	220-521	220-240	220-220	220-103	220-403) 	20-	20	20	20-	50	0.0	20	449	e P	220-330	1	20	20 -2 -2	22-	22-4	22-3	2-31	2-77)) (26-27	100	י ול 1	1	222-553	î	220-796	7	-23	-23	-23	10.7	-83	22-4	22-	22-1	207	220-30

AREA NUMBER 2, 1754.4 ACRES

- Page 2 -

				-									-			-																					•								-	,	Continued
ACREAGE		Ý	743.51		54.243				9.795	2.400	1.290	0.561	-	105.659	יים היים היים היים	1.901	4 C C C	(80°)	0.596	1.145	0.593	1.091	8.110	1.026	0.579	14.365	12.811	7 C	4.873	3,000	1.002	1.002	~	87.882	3.338	5.056	1.004	1.123	2000		7.50V	0000	7	33.500		222-825 17.463	
PARCEL NO.	222-844	20-	20-102	22-8	220-108	20-	20-	22-5	2	2	Ň		2	2 7	4 6	3 6	1 6	10	1.7	22	22	N	20	22	27	9	220-191	4 F	222-680 £ 222-402	. 0	· (7)	27	222-652	20	220-423	200	7 C	727 - 027 777 - 027	1 0	9 C	ソト	220-2091	222-573	220-857	220+365	222-824 &	

- Page 3 -

							•	250-2083 # 220-2083			
1.090	0.595	608.0	1.503	1.097	4.080	• •	289.40	•		0.595	7.984
222-843	222~677	222-19	222-829	222-790	220-1592	222-791	220-1592	220-2082	220-2581	222-636	222-425

and being more particularly described as follows:

centerline Beginning at the point of intersection of the cente Horse Road with the centerline of Kitzmiller Road, being 220-360; southwesterly corner of parcel No.

said centerline of feet to a point at Kitzmiller Road, a distance of 309.2 southeasterly corner of parcel No. 220-219; the along ce of northeasterly Road, thence Kitzmiller

parcel in the said point of a line رد feet southerly 456.5 220-361; the of. No. 220-219, a distance easterly line of parcel No. thence Westerly, alouy

parcel point easterly line of said Ð ţ feet 300.0 the of along thence southerly, alon 220-361, a distance l, a distance
of Morse Road; centerline

along the centerline of said Morse se Westerly, along the cen of 223.8 feet to a point; thence distance

thence northerly, along the westerly line of said parcel No. 220-361, a distance of 544.5 feet to a point in a southerly line of parcel No. 220-215;

line of said parcel feet to a point; a southerly Y, along of 80.0 f westerly, distance Q thence

parcel said point of ø line to feet easterly 544.5 along the of distance No. 220-215, a distance centerline of Morse Road; thence southerly,

ø Road, Morse centerline of thence westerly, along the codistance of 1265.5 feet to a point;

a distance of 30.0 feet to a point in the northerly right-of-way line of said Morse Road; northerly, thence

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ö / line of ance right-of-way, a a. the the said 23.0 feet to a point in Reynoldsburg-New Albany Road; along thence westerly,

ö corner said road, being the westerly line of parcel No. 220-278, distance of 1023.3 feet to a point at the northwesterly cornor said Parcel No. 220-278; line right-of-way easterly the thence northerly along

thence easterly, a distance of 5.0 feet to a point;

of thence northwesterly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 2592.60 feet to a point in the southerly line of parcel No.

thence westerly, a distance of 15.1 feet to a point;

right-of-distance of parcel of easterly corner Road, a thence northerly, continuing along the way line of said Reynoldsburg-New Albany 1022.0 feet to a point at the northwesterly No 222-534;

line of said parcel point æ ţ northerly feet 240.4 222-403; , the along westerly line of parcel No. easterly, alo 222-534, thence

line of said parcel point ø westerly L No. 222-403, a distance of 216.0 southerly line of parcel No. 222-333; along the was of 216.0 northerly, thence

the southerly line of said parcel 231.1 feet to a point in the Reynoldsburg-New Albany Road; point thence westeri', along No. 222-333, a distance of easterly right-of-way line of

ð easterly right-of-way line feet to a point at point 222-839; 725.7 the corner of parcel No. along northerly, along a distance of northwesterly road, thence

parcel said point line of Ю 4 northerly feet 265.8 thence easterly, along the no No. 222-839, a distance of 265.8 Westerly line of parcel No. 222-333;

o G lines thance along the westerly, southerly and northerly said parcel 222-333, the following courses and distances: southerly

northerly, a distance of 150.1 feet to a point;

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넊 westerly, a distance of 265.6 feet to a point in easterly right-of-way line of Reynoldsburg-New Albany Road;

60.09 along said right-of-way line, a distance of northerly, feet to a point;

and easterly, a distance of 265.6 feet to a point,

the point **4** ţ feet northerly, a distance of 150.0 scutherly line of parcel No. 223-334;

of thence along the southerly, westerly and northerly lines said parcel No. 222-334, the following courses and distances:

the ļ westerly, a distance of 265.4 feet to a point in easterly right-of-way line of Reynoldsburg-New Albany Road;

of distance line, a right-of-way said along northerly,

easterly, a distance of 620.0 feet to a point;

northerly, a distance of 325.0 feet to a point;

in the point đ ţ of 186.0 feet to 222-55 and 222-316; easterly, a distance westerly line of parcel No.

point at to a said feet of 222-312; line distance of 1946.3 thence northerly, along the westerly 222-55 and 222-316, a distance of 1 southeasterly corner of parcel No. the

southerly line of parcel No. feet to a point in the easterly thence westerly, along the southerly line 222-312, a distance of 604.6 feet to a point right-of-way line of Reynoldsburg-New Albany Road;

distance æ line, thence northerly, along said right-of-way to a point; 358.0 feet ot

parcel line of said point Ŋ and 222-316; ţ northerly feet ing the nor of 553.5 o. 222-55 ar along thence easterly, along Nc. 222-312, a distance of westerly line of parcels No.

<u>2</u> of said parcels point ď feet to line 222-225; along the westerly, a distance of 851.9 southeasterly corner of parcel No. thence northerly a 222-55 and 222-315, Š

said parcel line of thence westerly, along the southerly lin 222-225, a distance of 87.5 feet to a point;

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in the said point No. 222-225, a distance of 278.4 feet to a pocenterline of State Route 161 (Dublin-Granville Road); line of westerly thence northerly, along the 222-225, a distance of

road, said thance easterly along the centerline of distance of 393.4 feet to a point;

thence southerly, a distance of 276.9 feet to a point;

thence easterly, a distance of 194.1 feet to a point;

276.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

the Westerly line of road, said o£ centifiline ij point the N \$ along feet easterly 447.7 222-240; of thence distance

said parcel 1093.1 feet 222-19; line of s distance of No. 222-240 and parcel No. 222-337, a distance of to a point at the southeasterly corner of parcel No.) the westerly No. 222-237, a c thence northerly, along the

parcel in the said point of đ line ដ No. 222-19, a distance of 413.9 feet to centerline of U.S. Route 62 (Johnstown Road); feet thence westerly, along the southerly 222-19, a distance of 413.9 feet

, along the centerline of said road, a point; thence northeasterly, distance of 155.7 feet to

parcel in the said point of ಡ line ţ feet northerly 320.8 222-237; along the oţ 19, a distance cline of parcel No. easterly, along), a distance 222-19, thence

parcel said of the westerly line 416.3 feet to a point; thence northerly, along the 222-237, a distance of Š.

said parcel No. line of se easterly, along a northerly lin a distance of 743.4 feet to a point; thence 222-237,

said along a northwesterly line of a distance of 179.1 feet to a point in parcel No. 222-237, a distance of southerly line of parcel No. 222-238; thence northeasterly, 222-237,

of lines courses and distances: along the southerly, westerly and northerly. No. 222-238, the following courses and dist said parcel thence

to a point; westerly, a distance of 720.1 feet northeasterly, a distance of 609.1 feet to a point;

and northeasterly, a distance of 525.0 feet to a point;

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a t a point ţ feet 222-237; 1392.0 οξ northeasterly corner of parcel No. distance Ø southeasterly,

said at a to a point thence southeasterly, along the northeasterly el No. 222-237, a distance of 680.8 feet northwesterly corner of parcel No. 222-103; 222-237,

said of southeasterly, along the northeasterly line 222-103, a distance of 1627.6 feet to a point; along the northeasterly thence parcel No.

to a point; southerly, a distance of 42.2 feet thence

thence westerly, a distance of 90.0 feet to a point;

ij point centerline of State Route 161 (Dublin-Granville Road) ţ 60.8 of distance ų southerly, thence

corner road, southwesterly said o£ centerline the at of 1576.4 feet to a point the along 220-108; easterly, of parcel No. thence distance

the line of said parcel point ď to westerly feet 220-171; 1715.2 the along of 220-108, a distance or therly line of parcel No. northerly, thence southerly

parcel said point o£ line đ ţ southerly feet 895.1 the centerline of Kitzmiller Road; of along westerly, ald a distance 220-171, thence

said the centerline of , along a point; northeasterly, 260.6 feet to distance of thence

ence easterly, along the northerly line of said parcel 20-171, a distance of 1002.1 feet to a point in Blacklick being in the westerly line of parcel No. 220-1608; 220-171, thence Creek,

said at to a point meanderings feet 220-1592; the m of thence northeasterly, along Blacklick Creek, a distance of southeasterly corner of parcel No. parcel in the point said oŧ Ø ţ line southerly li 475.8 feet 475.8 of thence westerly, along the 220-1592, a distance o No. 220-1592, a distance o centerline of Kitzmiller Road;

ಗ road, the southeasterly said along the centerline of point at to a thence northeasterly, ance of 139.5 feet arcel No. 222-680; parcel distance

of southerly line feet to a point; northwesterly, along the 222-680, a distance of 442.1 thence parcel No.

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in the parcel said point thence northeasterly along the westerly line of 222-680, a distance of 110.0 feet to a ď 40 line of parcel No. 222-425; southerly

parcel thence westerly along the southerly line of said 222-425, a distance of 509.3 feet to a point;

line of said parcel Westerly thence northerly, along the wes 222-425, a distance of 1225.6 feet; ₹ 9

parcel in the said point oţ easterly, along the northerly line 15, a distance of 189.2 feet to No. 222-425, a distance of 189. Westerly line of parcel No. 222-425; thence

Of line thence along the westerly, northerly and easterly line parcel No. 222-425, the following courses and distances: said parcel No.

northerly, a distance of 136.6 feet to a point;

easterly, a distance of 160.0 feet to a point;

northerly, a distance of 602.9 feet to a point;

northeasterly, a distance of 202.0 feet to a point;

southerly, a distance of 463.8 feet to a point;

a distance of 161.8 feet to a point; and easterly,

a point 1140.4 feet to of 1140, 222-680; southerly, a distance northerly line of parcel No.

parcel in the said point of ď thence easterly, along the northerly line 222-680, a distance of 393.9 feet to No. 222-680, a distance of centerline of Kitzmiller Road;

said the centerline of s 407.5 feet to a point at 220-1592; along ce of northwesterly corner of parcel No. southwesterly, al Road, a distance thence Kitzmiller

of said parcel No. a point in Blacklick 220-2081; 220-1592, a distance of 508.5 feet to a point ir Creek, being at the southwesterly corner of parcel No. the northerly line of said 508.5 feet to a point thence easterly along

said 1396.8 feet to a point at of meanderings 220-191; the along nce of northwesterly corner of parcel No. northeafterly alo breek, a distance Creek, thence Blacklick

parcel said of line feet to 220-365; northerly 367.0 fee No. 220-191, a distance of 367 southwesterly corner of parcel No. thence easterly, along the 220-191, a distance of

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٥ŧ lines thence along the Westerly, northerly and easterly lines parcel No. 220-365, the following courses and distances: said parcel No.

northerly, a distance of 793.9 feet to a point;

westerly, a distance of 138.1 feet to a point;

northwesterly, a distance of 245 .0 feet to a point;

easterly, a distance of 93.4 feet to a point;

northerly, a distance of 382.0 feet to a point;

easterly, a distance of 166.0 feet to a point;

southerly, a distance of 390.5 feet to a point;

a distance of 763.0 feet to a point; easterly,

and southerly, a distance of 214.5 feet to a point;

at the point ದ easterly, a distance of 675.2 feet to northeasterly corner of said parcel No, 220-365;

parcel 220-2081, said northwesterly No. 220-365, also parcels No. 220-191, 220-366 and distance of 2037.1 feet to a point at the northwester of parcel No. 220-120;

line of said parcel thence easterly, along the northerly line 220-120,a distance of 1352.0 feet to a point; parcel at the said point of ಹ rly line feet to No. 220-120, a distance of 847.2 fee' northwesterly corner of parcel No. 220-30; easterly 847.2 thence southerly, along the 220-120, a distance of

parcel of said thence easterly, along the northerly line (220-30, a distance of 1346.8 feet to a point; S S

parcel in the easterly line of said point , a distance of 2544.8 feet to a poil of State Route 161 (Dublin-Granville Road); the along thence southerly, 220-30,

centerline of said State Route southwesterly the thence westerly, along the centerline 161, a distance of 2711.4 feet to a point at corner of parcel No. 220-120;

ng the westerly line of said parcel No. 1713.3 feet to a point at the rcel No. 220-1608; corner of parcel No. along the oť northerly a distance southeasterly thence 220-120,

- Page 10 -

Westerly along the southerly line of said parcel distance of 1381.2 feet to a point at point northeasterly corner of parcel No. 220-108; ស thence 220-1608,

parcel ij said point ', a distance of 1712.3 feet to a point of State Route 161 (Dublin-Granville Road); line of easterly Li 1712.3 the along southerly, a distance 220-108, centerline thence

of said State Route northeasterly the centerline point thence westerly along the c 161, a distance of 712.0 feet to a corner of parcel No. 220-823;

of easterly, southerly and westerly lines the following courses and distances: thence along the said parcel No. 220-823,

feet to a point; southerly, a distance of 1339.1

a distance of 396.6 feet to a point; easterly,

a distance of 1181.2 feet to a point; southerly,

westerly, a distance of 302.1 feet to a point;

to a point; a distance of 538,5 feet northerly,

a point; ţ a distance of 240.3 feet easterly, northerly, a distance of 581.7 feet to a point;

a distance of 396.4 feet to a point;

westerly,

point a distance of 1399.9 feet to a pointate Route 161 (Dublin-Granville Road); northerly, a distance centerline of State Route

centerline of said State Route northeasterly the at point thence westerly, along the 161, a distance of 493.2 feet to a corner of parcel No. 220-1024;

southwesterly Creek, of Blacklick the a the meanderings point thence southerly along the madistance of 2384.9 feet to a corner of said parcel No. 220-1024;

line of said parcel ' a point at the ţ westerly No. 220-1024, a distance of 449.1 feet southeasterly corner of parcel No. 220-471; along the northerly, 220-1024, thence Š.

along the southerly line of said parcel No. of 1732.5 feet to a point in the centerline westerly distance Kitzmiller Road; thence ď 220-471,

road, southeasterly said of, centerline the at the to a point alond thence northerly, distance of 104.8 feet of parcel No. 220-831; of parcel No.

- Page 11 -

1 parcel in the line of said point ų ₽ C southerly feet 953.0 220-660; the of along No. 220-831, a distance (easterly line of parcel No. westerly, 220-831, thence

Š southerly along the easterly line of said parcel distance of 230.8 feet to a point at 222-729; northwesterly corner of parcel No. d thence 220-660,

parcel line of said point ๗ ţ northerly feet 943.8 the along nce of no. 222=129, a aistance oi centerline of Kitzmiller Road; easterly, alc a distance 222-729 thence

of Of road, said southerly of centerline ď ü point the ส along ţ southerly, 1100.3 feet 222-580; distance of parcel No. thence

of line, a distance southerly said along to a point; westerly thence 252.5 feet

in the Parcel said point of æ line 4 feet easterly 153.5 222-625; along the of No. 222-580, a distance concretely line of parcel No. southerly, along 30, a distance thence

parcel in the said point oŧ æ line \$ feet northerly 252.1 along the stance of 222-625, a discurrent erline of Kitzmiller Road; easterly, along 1 5, a distance thence centerline

feet to a point at the southeasterly corner road, said the centerline of along southwesterly, 1778.7 f 222-553; of parcel No. of thence distance

Š Š parcel of said feet to a point; thence westerly along the southerly line 222-553, a distance of 113.1 feet to a point;

southerly said parcel No. ď in westerly line of point Ø ţ feet the along 125.0 222-770; distance of northerly 222-553, a distance line of parcel No. thence

Š parcel said scutherly line of to a point; a distance of 220.0 feet ď along westerly thence 222-770,

the at parcel point said ĸ along an easterly line of to 222-110, a distance of 130.0 feet northwesterly corner of parcel No. 222-869; thence southerly,

said in of point line the northerly 373.3 feet to a southeasterly, along 222-869, a distance of centerline of Kitzmiller Road; thence parcel No.

- Page 12 -

said a point of centerline t t feet 363.2 222-770; along ce of distance Kitzmiller Road, a distand southerly line of parcel No. southwesterly thence

parcel said 성 222-770, a distance of 260.0 feet to a point; southerly line đ along northwesterly, thence 80

an easterly line of said parcel No. feet to a southerly along distance of 202.1 222-315; 222-770, a distance line of parcel No. thence

the northerly line of said parcel the ij of 262.6 feet to a point alond easterly distance of Kitzmiller Road; thence 222-315,

the feet to a point at centerline 220-1020; the 428.4 along se of northwesterly corner of parcel No. distance southwesterly đ Road, thence Kitzmiller

tine of said parcel to a point in Blacklick of line easterly, along the northerly 20, a distance of 1647.1 feet along 220-1020, thence Creek;

to a point at 220-2062; of meanderings feet 220-279 and 1823.4 the corner of parcels No. of along southwesterly, alo reek. a distance creek, northeasterly thence Blacklick

parcel distance of 408.4 feet said of line easterly 220-2062, thence southerly, along the point in Blacklick Creek; No. and 220-279

said ŗ to a point meanderings 1392.9 feet the 220-546; of along southwesterly, along a distance Creek, a distand line of parcel No. thence Blacklick northerly

parcel in the said point o£ ď line t C feet northerly 436.6 the of easterly, along 6, a distance along No. 220-546, a distan centerline of Avis Road; thence

of Road, corner thence northerly, along the centerline of said Avis ance of 44.8 feet to a point at the northwesterly els No. 220-521 and 220-1767; parcels No. distance

the following courses lines easterly and southerly 220-1767, and thence along the northerly, 220-521 No. | parcels distances: said

easterly, a distance of 989.5 feet to a point;

northorly, a distance of 361.5 feet to a point;

- Page 13 -

a distance of 1901.8 feet to a point; easterly, a point; 1032.0 feet to of distance ø southerly, at point Ø t 220-909; feet 746.0 a distance or /40. corner of parcel No. of distance westerly, northeasterly

g thence along the easterly, southerly and westerly lines said parcel No. 220-909 the following courses and distances: the point đ ţ feet 1726.2 of a distance southerly, a distance centerline of Morse Road;

of centerline of Morse Road a distance the along westerly, 901.6

feet to a point; a distance of 726.0 northerly, feet to a point; 300.0 a distance of westerly

ij point ส ţ feet southerly, a distance of 686.0 feet northerly right-of-way line of Morse Road;

distance line đ right-of-way westerly, along said northerly right-of-way line 922.7 feet to a point in the easterly right-of-way and Avis Road; of

at a point ţ 220-909; feet 1683.9 northwesterly corner of said parcel no. oŧ distance ď northerly,

at the parcel said point 234.0 feet to a poin o. 220-521 and 220-1767; of line northerly corner of parcel No. thence easterly, along the 220-909, a distance of no. 220-909, southwesterly

of and thence along the westerly, southerly and northerly lines parcels No. 220-521 and 220-1767 the following courses said parc distances:

northerly, a distance of 165.5 feet to a point;

ij point đ t C feet 263.9 oţ distance westerly, a distanc centerline of Avis Road;

of said road a distance of centerline the along point; northerly, 60.0 feet to

feet to a point; easterly, a distance of 967.9

to a point; and, feet 165.5 a distance of northerly, Continued....

÷,

- Page 14

the point ø ţ feet 0.896 of distance westerly, a distanc centerline of Avis Road;

ď corner road, southeasterly said ö centerline the 뉽 the to a point alond thence southerly, distance of 158.1 feet 220-546; of parcel No.

line of said parcel Blacklick ij. point southerly ಡ 220-546, a distance of 629.7 feet to the along westerly, thence ž

said ο£ Blacklick Creek a distance of 302.6 feet to a point southerly line of parcels No. 220-279 and 220-2062; meanderings the along of 302 southeasterly thence

said parcels point ಡ the southerly line of distance of 57.0 feet to 220-1083; of parcel No. thence westerly along 220-279 and 220-2062, a the northeasterly corner

along the easterly line of said parcel of 704.2 feet to a point at the point feet to 220-796; No. 220-1083, a distance of 704.2 northeasterly corner of parcel No. 23 southwesterly distance 220-1083, a thence

said at oĘ point line southwesterly, along the easterly 220-796, a distance of 105.0 feet to a 220-797; of parcel No. northeasterly corner thence parcel No.

said of point line southwesterly, along the easterly 220-797, a distance of 199.7 feet to a rly corner of parcel No. 220-360; northeasterly corner thence parcel No.

said parcel thence southwesterly along the easterly line of 220-360, a distance of 55.2 feet to a point; to a pcint; Šo.

to a point in Blacklick parcel said of thence southeasterly along a northerly line 220-360, a distance of 85.0 feet to a property of the set to a property of th Creek; Š.

said 1075.8 feet to a point in O.F meanderings of. alond distance southwesterly centerline of Morse Road; Creek, thence Blacklick

1766.00 acres excepting Lot 5, Auditor's Parcel Number 222-983, 3.002 acres and Lot 12, Auditor's Parcel Number 222-990, 8.589 acres of "New Albany Farms Section 1" leaving a net acreage of containing road, the place of beginning, c Auditor's Parcel Number said οŧ centerline or less. the د along feet t more of land, Westerly 75.00 of acres thence distance 1754.4

have within their boundaries parcels New Albany Forms Section 1. described above

te of Ohio, County of Franklin, Plain t, being located in Quarter Township 3, Juited States Military Lands and being following parcel numbers and acreages: and 222-340, 42,973 acres; parcel No. 国ore parcel being and and 222-340, 42.973 ac Situated in the State of Ohio, County of Local School District, being located in Cownship 2, Range 16, United States Military as follows: Parcels No. 220-893 222-399, 14.899 acres; particularly described the Situated in the of comprised

of Harlem Road the centerline Beginning at a point in the centerline the southeasterly corner of parcel No. 220-893; Beginning

Š parcel said of a point; thence westerly along a southerly line 893, a distance of 638.7 feet to a poin 220-893,

a distance of 160.0 feet to a point; thence southerly,

593315

said O. at continuing along a southerly line distance of 1343.4 feet to a point 220-893; of said parcel no. Westerly, southwesterly corner 220-893, thence parcel No.

the ŝ along the westerly line of said parcel of 1161.4 feet to a maint point of said parcel No. 220-893; ဌ northerly distance northwesterly corner thence

said parcel No. northerly line of along a nortnerly line 1152,5 feet to a point; of easterly distance ď thence 220~893,

thence southerly, a distance of 362.5 feet to a point;

said a point in of line thence easterly, continuing along a northerly el No. 220-893, a distance of 659.6 feet to Parcel NO. 220-593, a d centerline of Harlem Road;

to a point at the northwesterly corner road, said of the centerline along feet thence northwesterly 124.7 fe 222-399; of parcel No. of, distance

the and parcel point at of said ಡ said parcel No. 222-399; 4 along the northerly line feet 1439.2 Ö distance northeasterly corner of thence easterly 222-399,

to a (Dublin-Granville parcel 1758.4 feet thence southerly along the easterly line of said 399, and parcel No. 222-386, a distance of 1758 t in the centerline of State Route 161 (Dubl point in the centerline 222-399,

said ŏţ cer.terline Westerly, along the 690.7 feet to a point; distance of thence

said parcel point line of ಥ ដ the westerly 1383.5 feet thence northerly, along the we No. 222-386, a d stance of 1383.5 southerly line of warcel No. 222-399;

- Page 2

line of parcel No. in the centerline thence westerly, along the southerly 222-399, a distance of 515.3 feet to a point of Harlem Road; thence southeasterly, along the conterline of said road, a distance of 419.8 feet to the place of beginning, containing 80.872 acres, more or less, 38.730 acres in Village of New Albany and 42.142 acres in Plain Township. thence southeasterly, distance of 419.8 feet to 80.872 acres, more or 1

21593.116

Plain 3 and being Situated in the State of Ohio, County of Franklin, sal School District, being located in Quarter Township Township 2, Range 16, United States Military Lands and aprised of the following parcel numbers and acreages: comprised of

u	2.556		. 12	. 67	?			1.233			0.676		۲,	0.231		Ļ	0.666					•	0.514		.83		•	. 55
PARCEL NO.	222-97	222-130	222-61	222-90	222-285	222-169	222-215	000	0	100	222-31	222-82	222-65	222-32	222-122	4	222-64	-	222-165	222-177	222-170	222-79	222-282	222-235	222-5	222-244	222-164	0

21693317

and being more particularly described as follows:

of State Route 161 corner of parcel : in the centerline the northwester" Beginning at a point (Dublin-Granville Road) at t No. 222-107;

corner road, centerline of said northeasterly the the at thence southeasterly along distance of 587.1 feet to a point of parcel No. 222-130;

easterly line of said parcel No. thence southerly along the easterly lin 222-130, a distance of 272.8 feet to a point; line of said parcel No. to a point in the easterly thence westerly along the southerly line of said 30, a distance of 268.1 feet to a point in right-of-way line of Reynoldsburg-New Albany Road; 222-30,

Page 2

ight-of-way line, a distance southerly right-of-way line of right-of-way lerly along said right-o
to a point in the south
(Dublin-Granville Road); thence northerly 324.8 feet to State Route 161 324.8

ಥ along said right-of-way line, to a point in the westerly right-of line of Reynoldsburg-New Albany Road; of 77.6 feet thence distance

distance Ø line, along said right-of-way of 563,6 feet to a point; thence southerly,

ટ્ર Parcels thence westerly, along the southerly line of Par 222-164 and 222-170, a distance of 216.0 feet to a point; line

žo. parcel of said thence northerly along the westerly line distance of 50.4 feet to a point; đ 222-170,

the Š parcel of point line ø southerly 2220215; feet of parcel No. the 260.3 along of westerly, distance northeasterly corner ď thence 222-170,

21693118

line of said parcel southerly, along the easterly lin, a distance of 887.8 feet to a point; 222-215, thence Š

parcel at the said point of ø line t C thence westerly, along the southerl; l No. 222-215, a distance of 421.6 feet northeasterly corner of parcel No. 222-285;

parzel said of the easterly line 269.8 feet to a point; line alond a distance of southerly, 222-285, thence No.

윤 said parcel the southerly line of 626.6 feet to a point; alond distance of westerly rđ thence 222-285,

ġ parcel said ð point; along a westerly line 1109.6 feet to a point thence northerly, a 285, a distance of 222-285,

parcel said point of O line ಗ 4 (Johnstown Road); the southerly 447.0 feet the of along 62 westerly, alo a distance , a distance of U.S. Route 222-285, centerline thence Š

ಥ road, said of centerline the to a point; along northeasterly distance of 100.0 feet thence

Š Š parcel of line easterly, along the northerly l distance of 612.2 feet to a point; easterly, thence ø 222-285,

Š southerly said parcel the in westerly line of point ø :ly, along a wes of 75.2 feet to 222-215; northerly, distance of 222-285, a distance line of parcel No. thence

Continued.

Š parcel of line southerly to a point; feet the westerly, along distance of 213.5 Ø thence 222-215,

No. the parcel int at point of line Œ t t thence northeasterly, along the westerly 222-215, a distance of 834.8 feet southeasterly corner of parcel No. 222-203;

s southerly line of parcel No. feet to a point in the easterly (Johnstown Road); along the s C 200.0 fe 222-203, a distance or zuu.u . right-of-way line of U.S. Route 62 thence northwesterly

ø line, right-of-way said , along a point; e northeasterly, of 100.0 feet to thence distance

southeasterly along the northerly line of parcel No. distance of 186.4 feet to a point in the westerly 222-215; parcel No. ď thence 222-203, line of p

northeasterly, along the westerly line of parcel No. distance of 180.8 feet to a point; Ø thence 222-215,

593119

2

the westerly parcel in of to a point line northerly feet the 49.4 thence easterly, along 215, a distance of parcel No. 222-61; a distance 222-215, line of p

said of thence northeasterly along the westerly line a distance of 96.1 feet to a point; 222-261, Š

parcel in the of point line southerly centerline of U.S. Route 62 (Johnstown Road); feet along the of 190.0 i northwesterly, distance ಡ 222-261, thence Š

of a said road, corner thence southwesterly, along the centerline of sdistance of 41.0 feet to a point at the southeasterly parcel No. 222-235;

line of s southerly to a point; the northwesterly, along the 222-235, thence No.

2 parcel of along the westerly line 1.0 feet to a point; ther's northeasterly, along th 235, a distance of 101.0 feet 222-235,

parcel οĘ point line northerly Ø to 62 (Johnstown Road); feet along the f 221.3 1 of southeasterly, distance centeriise of U.S. Route TÇ 1.55 ej, the. (1) (2)

corner road, line of said southeasterly centerline the he at along a point of 108.9 feet to parcel No. thence distance

along the westerly line of parcel No. feet to a point; point; thence northwesterly, 222-79, a distance of 155.1

Continue"...

Page 4 -

AREA NO. 4 33.0± ACRES along the northerny annumber westerly of 55.0 feet to a point in the westerly line of parcel No. 222-90; northeasterly,), a distance 222-79, thence

thence northwesterly, along the westerly line of 272-90, a distance of 119.9 feet to a point;

said in the thence southeasterly, along the northerly line of parcel No. 222-90, a distance of 306.3 feet to a point centerline of U.S. Route 62 (Johnstown Road);

point at the northwesterly corner road, said ö centerline the along to a thence northeasterly, ance of 115.2 feet arcel No. 222-5; of parcel No. distance

said of line southeasterly along the northerly line 222-5, a distance of 232.2 feet to a point; parcel No. thence

parcel No. ane of 208.1 easterly line of distance the æ y along 222-244, southerly 222-5 and parcel No. thence point;

21593J20

parcel No. Of O line northerly to a point; thence easterly along the 222-82, a distance of 132.0 feet ine of parcel No. of 362.7 feet to the land, more or less. westerly line a distance of zvalong the westerly l No. 222-107, a distance containing 33.0 acres of thence northerly 222-82 and parcel place of beginning, c Township, being located states of Range 17, United States of States of Sections: Quarter Township 4, Township 2, Range 17, United 8 Hilitary Lands and Deing all of parcels No. 545-16239 545-162383 and being more particularly described as follows: ohio, Blendon Township 2 being all Situated in the State of District, Township School 5

두 Road Beginning at a point in the centerline of Ulry southwesterly corner of said parcels;

said centerline of arly along the feet to a point; northerly distance of 475.4 thence

easterly and southerly lines of said parcels, the following courses and distances: along the northerly, thence

easterly, a distance of 255.0 feet to a point;

northerly, a distance of 100.0 feet to a point;

easterly, a distance of 181.0 feet to a point;

46

944

northerly, a distance of 740.7 feet to a point;

a distance of 968.8 feet to a point; easterly, southerly, a distance of 1419.1 feet to a point;

westerly, a distance of 1169.4 feet to a point;

northerly, a distance of 125.0 feet to a point;

of more or less. the ţ acres of land, feet of 230.0 37.481 distance beginning, containing westerly,

2.878 ACRES

Ohio, County of Franklin, Plain and being described Township School District, being located in Quarter To hip 2, Range 16, United States Military Lands Parcel No. 222-479 and being more particularly State of the of parcel No. follows: -Situated Township 2,

a point in the centerline of Thompson Road at of said parcel; Beginning at a poi the southwesterly corner

said bias d line westerly thence northeasterly, along the west parcel, a distance of 504.4 feet to a point;

thence easterly, along the northerly line of said parcel distance of 180.8 feet to a point;

Continued

4

. Page 2 -

the easterly line of said parcel, a a point in the centerline of Thompson southerly, along of 595.7 feet to ð thence distance

containing road, said beginning, ot centerline ö place of land, more or less. the the westerly, along 303.9 feet to the 2.878 acres distance of

7.030 ACRES

Plain being located in Quarter Township 3, United States Military Lands and being County of Franklin, Plain County Township and 222-487 ohio, and follows: of rownship 2, Range 16, Unite all of parcels No. 222-463 particularly described as follo State District, Local School Township 2, Situated

of State Route 161 Corner of said corner northwesterly the centerline the 드 (Dublin-Granville Road) at barcel:

distance đ road, saîd of centerline the to a point; along 174.6 feet thence

95502

215

ø parcel, said ot southerly along the easterly line 1164.0 feet to a point; distance of thence

d parcel, said of line northerly easterly, along a n 339.8 feet to a point; ð thence distance

ď said easterly line of southerly, along the ear 163.1 feet to a point; distance of thence

Ħ said parcel, along the southerly line of to a point; 682.6 feet westerly, of thence distance

4 said ŏ along the westerly line distance of 163,1 feet to a point; northerly, thence

ø parcel said northerly line of to a point; along easterly, 173.0 feet distance of thence

ø containing parcel of beginning, along the westerly line of said feet to the place of beginning, or less. bore thence northerly, ance of 1125.0 of land, .030 acres distance

1.945 ACRES

Situated in the State of Ohlo, County of Franklin, Plain Mocal School District, being located in Section 12, Quarter Township 1, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-836 and being more particularly described as follows:

62 Route Beginning at a point in the centerline of U.S. Rout (Johnstown Road) at the southwesterly corner of said parcel;

d centerline of said road, the distance of 569.5 feet to a point; along northeasterly thence

ø parcel, along the easterly line of said distance of 352.6 feet to a point; southerly, thence

parcel, a containing 83) beginning, thence westerly, along the southerly line of distance of 463.3 feet to the place of beginnin 1.945 acres of land, more or less.

21

694103

5.221 ACRES

being Plain Dore Township Situated in the State of Ohio, County of Franklin, Local School District, being located in Quarter Townshi Township 2, Range 16, United States Military Lands and all of parcels No. 220-210 and 220-1953 and being particularly described as follows: ohio,

Beginning at a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road) at the southeasterly corner of said parcel;

ht-of-way the 'n northerly in point said Ø thence northeasterly, along seline, a distance of 666.8 feet to right-of-way line of Kitzmiller Road;

distance et) said right-of-way line, along 230.5 feet to a point; northerly, thence

ದ parcel, thence easterly, alony the northerly line of said distance of 754.3 feet to a point;

containing said parcel, beginning, along the easterly line of control to the place of beginning more or less. southerly, al of land, distance of 5.221 acres thence

Continued

24.098 ACRES

Military Lands and being Plain particularly County of Franklin, Pl in Quarter Township BOTO being Ohio, sing located United States 222-103, and 뒪 being State District, being Range 16, Un of Parcel No. 3 the follows: 뜩 Local School 24.098 acres described as Situated Township

in the centerline of Kitzmiller Road at the northeasterly corner of said parcel; point Ø a t Beginning

q road, said of centerline thence southerly along the distance of 870.4 feet to a point;

the Ę **Point** thence westerly, a distance of 30.0 feet to a pasterly right-of-way line of said Kitzmiller Road; distance of Westerly, a thence

line, right-of-way said along distance of 213.6 feet to a point; southvesterly, thence

2

<u>.</u>

94404

thence northwesterly, a distance of 1723.4 feet to a point

Ø parcel, thence northerly, along the westerly line of said distance of 160.7 feet to a point; to a point;

ø easterly, along the northerly line of said parcel 928.4 feet to a point; distance of thence

ø parcel, said thence southerly, along an easterly line of ance of 299.6 feet to a point; point; distance

of line place said parcel, a distance of 687.4 feet to the place beginning, containing 24.098 acres of land, more or less. along the northerly continuing easterly, cont thence

2.421 ACRES

being Plain Township sated in Quarter Townshi States Military Lands and being County of Franklin, and 222-100, in ohio United States and Parcel No. located follows: of being State described as of parcel No. 222-54 the Local School District, Ę Situated particularly Township

centerline of U.S. Route parcel of corner northeasterly the ij a point at the no (East Main Street) at Beginning

Ø along the centerline of Main Street, thence southwesterly along the distance of 409.0 feet to a point;

thence westerly along the southerly line of said parcel N. 222-54 and Parcel 222-100, a distance of 210.9 feet to a point;

line of said parcel o a point in the point No. 222-100, a distance of 100.00 feet to a northerly right-of-way line of East Main Street; easterly 11 the along e of southerly, al thence

right-of-way line, a distance said along thence westerly, a 50.0 feet to a point; of

parcel thence northerly along the westerly line of said 100, a distance of 165.0 feet to a point;

Westerly line of said parcel thence easterly, along the northerly line No. 222-100, a distance of 90.0 feet to a point in line of said parcel No. 222-54;

parcel No. of line f the westerly feet to a point; nce northerly along a distance of 245.7 f thence

694A05

to the place of beginning, parcel thence easterly along the northerly line of said containing 2.421 acres of land, more or less. 429,4 fest distance of

0.218 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of Parcel N. 222-34 and being more particularly described follows: Beginning at a point in the westerly right-of-way line of a Route 605 (North High Street) at the northeasterly corner

distance ø line, thence southerly, along said right-of-way 8.90 feet to a point; οĘ

said parcel, westerly, along the southerly line of
100.0 feet to a point; thence

Ø parcel, thence northerly, along the westerly line of said distance of 89.0 feet to a point;

line of said parcel, a beginning, containing easterly, along the northerly 100.0 feet to the place of 0.218 acre of land, more or less. distance of thence

3.169 ACRES

Plain in Quarter Township 4, Military Lands and being County of Pranklin, and 222-129 being more particularly described as follows: 드 United States Ohio, of Ohio, located State being Range 10, 40, 222-62, tuated ... School District, be "ange 16, of parcels No. Situated Township

in the centerline of State Route the southeasterly corner of a Beginning at a point it Granville Street) at 222-62;

said West of thence northwesterly, along the centerline of Granville Street, a distance of 327.2 feet to a point;

parcel ŏ line thence northerly, along the westerly l. 151, a distance of 190.5 feet to a point;

594R06

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distance of westerly line, a said along continuing to a point; 123.7 feet thence

to a М О therly line of parcel a distance of 363.2 feet line the northerly 222-62, along Š. thence easterly, 151 and parcel 222-151 point; to the place of percel No. southerly, along the easterly 1 distance of 449.4 feet to the 3.169 acres of land, more or less. thence southerly, along 62, a distance of 44 containing 222-62,

0.195 ACRE

Quarter Township 4, and 222-921 and being more particularly Franklin, Lands, of Military County (Township 2, Range 16, United States Mili of parcels No. 222-81 and 222-921 --ohio, Situated in the State of of parcels No. 222 described as follows:

of corner line Beginning at a point in the southerly right-of-way Route 62 (West Main Street) at the northwesterly said parcel;

52.4 Route of thence easterly along said right-of-way, a distance to the westerly right-of-way line of State (South High Street);

₹ line, right-of-way along said westerly point; distance of 100.0 feet to a thence southerly,

westerly, along the southerly line of said parcel, a 115.7 feet to a point in the southeasterly right-of said West Main Street; of of-way line thence distance

containing line, right-of-way beginning, c said d place along 0.195 acre of land, more or less. thence northeasterly, a distance of 117.8 fact to the

0.248 ACRE

in Quarter Towns....s Military Lands, being all weing located United States N Ohio, of being State 222-71 and School District, h in the described as follows: Township 2, For of parcels No. Situated Township

Beginning at a point in the Westerly right-of-way line of State Route 605 (South High Street) at the northeasterly corner of parcel No. 222-71;

594N07

a distance said right-of-way line, along point; southerly, of 108.0 feet to a thence

parcel of line 222-74, a distance of 100.0 feet to a point; southerly the along thence westerly

northerly, along the westerly line of parcels No. 222-74, a distance of 108.0 feet to a point; thence 222-71 and

a northerly line of parcel No. I feet to the place of beginning, more or less. thence easterly, along the 71, a distance of 100.0 222-71, a distance of 100.(containing 0.248 acre of land,

0.115 ACRE

Plain Quarter Township 4, Local School District, being located in quarter rownship 2, Range 16, United States Military Lands, being a of parcel No. 222-45, and being more particularly described of Franklin, County c of Ohio, Coun being located in the State of Situated

of parcel; line Beginning at a point in the westerly right-of-way South Second Street at the northeasterly

a distance said right-of-way line, along thence southerly, of 50.0 feet to a point;

parcel, thence westerly, along the southerly line of said distance of 100.0 feet to a point; thence northerly, along the westerly line of said parcel, distance of 50.0 feet to a point;

parcel, a containing the place of beginning, thence easterly, along the northerly line of said ance of 100.0 feet to the place of beginning, 5 acre of land, more or less. 0.115 acre distance

of acreage combined đ have The above twelve (12) parcels 85.019 acres of land, more or less. 694408

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THE 2 15 P.M. RECORDER FRANKLIN CO., GHIO

DEC 31 1992

RECORDER'S FEE /OS.CO

TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twentieth Supplemental Declaration") is made as of the Meday of March, 2004, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer"). WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of "Declaration") The New Albany Community Authority (the Covenants and Restrictions for The New Albany Community Authority recorded at OR 16999CO4 in the office of the Recorder, Franklin County, Ohio;

reserved the right to submit Additional Property to the covenants, restrictions and provisions of the pursuant to the terms of Article III of the Declaration, the Private Developer WHEREAS, Declaration; and WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns The Private Developer has executed this Twentieth Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

TRANSFER NOT NECESSARY

Brent Bradbury, Chief Financial Office

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JOSEPH W. YESTA AUDITOR FRANKLIN COUNTY, OHIO

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CONVEYANCE TAX EXEMPT,

FRANKLIN COUNTY AUDITOR JOSEPH W. 7

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of Columbus Box Stewart Title Agency

STATE OF OHIO) SS. COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ## day of March, 2004, by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.



This instrument prepared under the direction of: The New Albany Company LLC 6525 W. Campus Oval, Suite 100 New Albany, Ohio 43054 (614) 939-8000

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A", "Reserve 'B" and "Reserve 'C" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Exhibit "A"

6.495 ACRES

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Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of those tracts as conveyed to Lawrence B. Cutlip by deed of record in Official Record 11378A19 and Official Record 27298117 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows: Situated in the State of Ohio, County of Franklin,

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road; thence North 86º 19' 35" West, with the centerline of said Thompson Road, a distance of 858.28 feet to a mag nail set at the southwesterly corner of that 1.513 acre tract as conveyed to The New Albany Company, LLC by deed of record in Instrument Number 199908240215223, being the True Point of Beginning;

thence North 86° 19° 35" West, continuing with said centerline, (passing a railroad spike found at 156.00 feet) a distance of 469.05 feet to a mag nail set at the southeasterly comer of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15;

thence North 03° 08° 45" East, with the easterly line of said Wilcox tract, (passing an iron pin found at 20.00 feet) a distance of 605.14 feet to an iron pin set in the southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South 86° 46' 26" Bast, with the southerly line of said 130.155 acre tract, a distance of 475.93 feet to an iron pin set in the westerly line of that 4.988 acre tract as conveyed to The New Albany Company by deed of record in Official Record 14626F01;

thence South 18° 09° 31" West, with the westerly line of said 4.988 acre tract, a distance of 174.18 feet to an iron pin set at the southwesterly comer of said 4.988 acre tract; thence South 85° 54' 31" East, with the southerly line of said 4.988 acre tract, a distance of 42.28 feet to an iron pin set at the northwesterly comer of said 1.513 acre tract; thence South 03° 40' 25" West, with the westerly line of said 1.513 acre tract, (passing an iron pin found at 419.88 feet) a distance of 439.88 feet to the True Point of Beginning, and containing 6.495 acres of land, more or less, of which 0.215 acres lie within the present right-ofway of Thompson Road, leaving a net acreage of 6.280 acres

Exhibit "A"

495 ACRE

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT

Bearings herein are based on North 86° 19° 35" West, for the centerline of Thompson saby with the official Record 26621A14, Recorders Office, Franklin County, Ohio. Road as shift

EVANS, MECHWART, HAMBLETON, & TILTON. INC. Registered Surveyor No. 7868 Clark E. White CEW/ccw/? 0.75-H An of (222)

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Description Vertical Vertical Franklin Ocum Enginear Franklin Ocum

5.995 ACRES

Township 3, Township 2, Range 16, United States Military Lands and being all of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and County of Franklin, Village of New Albany, Quarter Situated in the State of Ohio, described as follows: Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road; thence North 86º 19° 35" West, with the centerline of said Thompson Road, a distance of 1327.34 feet to a railroad spike found at the southwesterly corner of that tract as conveyed to Lawrence B. Cutlip by deed of record in Official Record 11378A19, being the True Point of Beginning;

thence North 86° 19' 35" West, continuing with said centerline, a distance of 505.20 feet to a mag nail set at the southeasterly comer of that 3.0 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773F17;

thence North 03° 08° 38" East, with the easterly line of said 3.0 acre tract, (passing an iron pin found at 20.00 feet) a distance of 601.19 feet to an iron pin found at the northeasterly corner of said 3.0 acre tract, being in a southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08; thence South 86° 46' 26" Bast, with the southerly line of said 130.155 acre tract, a distance of 505.20 feet to an iron pin set at the northwesterly corner of said Cutlip tract; thence South 03° 08' 45" West, with the westerly line of said Cutlip tract, a distance of 605.14 feet to the True Point of Beginning, and containing 6.995 acres of land, more or less, of which 0.232 acre lies within the right-of-way of Thompson Road, leaving a net acreage of 6.763 acres.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT

Bearings herein are based on North 86º 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorder's Office, Franklin County, Obio.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

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DECLARATION OF COVERANTS, COMDITIONS, RESTRICTIONS AND EASTERS FOR THE MEN ALBANY CONFIDENTIES

ELECTRICAL OF CONTRAINTS, CONDITIONS, RESTRICTIONS AND ELECTRICAL SECTIONS AND ALEANY CONTRAIN, en Obio pertagrahip, hereinafter referred to as t "Declarant"

Declerant is the owner of all that certain real property located attached hereto (the "Initial Property," which property, together with all real property submitted to this Decleration from time to time pursuant to Article III hereafter, is collectively referred to as "The Mew Albany Communities") and hereby makes this Decleration of Covenants, Conditions, Nestrictions and Easements (the "Decleration") for The Mew Albany Communities for the purposes hereinafter set forth.

peclarant hereby declares that the Initial Property and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Initial Property and any such subsequently annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

Franklin County, Ohio and Licking County, Ohio, now known as or to be known as The New Albany Communities. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities and in order to protect property values and to contribute to the health, sarety and velfare of the property owners and residents of The New Albany Communities, the Declarant has declared that the Initial Property and other properties located within the Expansion Properties and later Annexed to The New Albany Communities shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covements, conditions, restrictions, essements, encumbrances, rights and other matters set forth in this Declaration and in the other Master Community property located in certain real of Documents. It is the intention of Declarant that The New Albany Communities committee communities. Owners in each Community either have or will have interests common to all other Owners within all Communities comprising The New Albany Communities. As is or may be the case with each Community now or bereafter comprising The New Albany Communities, owners within each Community either have or will have certain interests in addition to those common to and distinct from owners within other communities. Therefore, all proporties within The New Albany Communities shall be subject not only to the Master Community Documents, but also to the Community Documents, but also to the

The Mew Albany Communities including residential facilities of all types and recreational facilities and assumities. This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners and

ATTICLE 11

DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Annexation" or "Annexed" or "Annex" shall mean the process by which portions of the Expansion Properties are made subject to this Declaration pursuant to Article III hereof.

ticles" or "Articles of Incorporation" shall mean the Incorporation which are fill Secretary of State of Ohlo. "Articles" of Incorpor Articles the れた

"Assessed Valuation" of any Site situated in The New Albany Communities shall mean, as the context requires, one of the

purposes of real property taxation the "true value" as opposed to a percentage thereof giving the "taxable value") of the land and the Buildings and other Improvements situated thereon as determined by the Franklin County, Ohio Auditor as of January I of each year for Franklin County, Ohio county, Ohio real estate tax purposes pursuant to Ohio Revised Code Chapter 5713 and as reflected the 100% full market valuation (being for real the ij year that o, _ on Wovember 3

reduction of real property taxes on such property by virtue of the homestead reduction available to persons 65 years of age or older pursuant to Ohio Revised Code Section 323.152 and (iii) any on such property records adopted, from time to time, by the Franklin County, Ohio Auditor pursuant to Ohio Revised Code Section 5713.03 regardless of (1) any reduction or rebate of real estate taxes assessed against such property, (11) any reduction of real property taxes on such proper pursuant to any other applicable statute or ordinance enacted for the purpose of reducing real estate taxes for certain persons in the state of Ohio, or

- County, Ohio Auditor's office do not reflect on Movember 1 of each year the completed value of a single family residence on a Privately Owned Site as of January 1 of that year and a building permit for a single family residence has been issued by any governmental authority prior to November 1 of that year for such Site, then the 100% full market valuation of land only for that site (as determined in subpart (a) above) plus the cost of the proposed single.family residence stated on such building permit, or 3
- for has been issued by any governmental authority such Site, then the average Assessed Valuation (as computed in subpart (a) above) for all Privately Owned Sites within the applicable Community for which the value of a completed single family residence is reflected in the records of the Franklin County, Ohio Auditor's the initial conveyance of a Privately Owned Sith initial conveyance of a Privately Owned Sithy Declarant, the real property records in the Franklin County, Ohio Auditor's office do not reflect the completed value of a single family residence on such Site, and no building permit that year, or 1 of office on November
- absolute if the Franklin County, Ohio Auditor's office has not yet assigned a true value to a Site on November 1 of any year or if the Franklin County, Ohio Auditor shall ever cease to determine the true value of real property or to impose or collect real estate taxes, then the amount determined by the Board, in its sole and absolute discretion, by such criteria as the Board may establish from time to time. office has

"Assessments, collectively, levied by the Master Association pursuant to the terms of this Declaration to provide the funds to meet the estimated cash requirements of the Master Association.

"Base Assessment" shall mean the Assessments levied in accordance with Section 8.4 of this Declaration.

"Board of Trustees" or "Board" shall mean the board of trustees of the Master Association.

constructed 'Building" shall mean a building or structure on a Privately Owned Site or on the Common Area.

"C.P.I." shall mean and refer to the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, 1982-84-100, published by the Bureau of Labor Statistics, United States Department of Labor; provided, however, that if the compilation or publication, or both, of the index shall be transferred to any other the bureau shall adopt a successor index, the index published by such successor department, bureau or agency or the successor index shall be adopted and used as a standard hereunder. In the event no index level is published on any date on which adjustment is required to be made under this Declaration, the levels for computation shall be arrived at by interpolation from the published levels nearest to the date on which the levels are to be determined.

"Club Corporation" shall mean and refer to The New Albany Country Club Corporation, an Ohio corporation, its successors or

"Club Facilities" shall mean those certain facilities located in The New Albany Communities, including a golf course and any clubhouse and related facilities such as parking lots, swimming pool, tennis courts, and other health or recreational facilities now by Declarant or the Club Corporation respective successors in interest or assigns. hereafter owned or operated

"Code of Requiations" shall mean the code of requiations of r Association. the Master

and enjoyment property in which the or easements. "Common Area" shall mean all real property in which start Association owns an interest for the common use and of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easement limitation, estates in fee,

the Recorder located within "Community" shall mean a particular area located within New Albany Communities which is designated by the Declarant as a Community in a declaration of covenants, condition, restrictions easements for that Community recorded in the office of the Record the county or counties in which that Community is located. "Community Association" shall mean and refer to any transformation established in accordance with Community minity. ents for a Con non-profit "Community Association Properties" shall mean all real and Association or, with respect to which any Community Association or, with respect to which any Community Association adds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

and easements, the articles of incorporation and code of regulations of the Community Association, the design guidelines and any procedures, rules, regulations or policies adopted thereunder by the Community Association or the architectural review committee. "Community Documents" shall mean any and all documents, governing and agreements established by Declarant creating and governing any Community including, but not limited to, for such Community, the declaration of covenants, conditions, restrictions and easements, the articles of incorporation and code of requiations.

of to the Community to vote on behalf and refer "Community Representatives" shall mean and refer persons elected by the members of a Community to vote on the members of a Community on Master Association matters.

interests pertnership, and its successors in interest. A person or entity shall be deemed a successor in interest. A person or entity specifically so designated in a duly recorded written instrument a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor interest of Declaration only as to the particular rights or interest of Declarant under such Supplemental ars specifically designated in the written instrument. 4pich Declaration

as amended or supplemented "Declaration" shall mean this Declaration of Covenants, s, Restrictions and Easements as amended or supplemente Supplemental Declarations from time to time. Conditions,

mean an Assessment levied in . shall mean an Asse of this Declaration. "Default Assessment" e vith Section 8.7 of accordance

"Dwellings" is defined in Section 10.30 hereof.

"Eligible Holder" is defined in Section 11.2 hereof.

any real property within "Expansion Properties" shall mean described in Exhibit B. area

Home Lcan Mortgage Corporation by Title III of the Emergency thereto. any successor or the mortgage corporation created Home Finance Act of 1970, including

of government sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 168, including any successor thereto

t p "Government Mortgade Agencies" shall mean the FHLMC, approved or sponsored by any governmental agency to insure, quarantee, make or purchase Mortgage loans.

not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original Improvements and all later changes and "Improvement" shall mean any and all Buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may any new exterior construction be included in the foregoing. Improvements.

"Initial Property" shall mean all of the real property described in Exhibit A attached hereto.

"Maintenance Fund" shall mean the fund created by Argessments and fees levied pursuant to Article VIII hereof to provide the Master Association with the funds it requires to carry its duties hereunder.

the "Manager" shall mean any person or entity retained by Association to perform certain functions of the Master ation pursuant to this Declaration. Association pursuant Master

shall mean The New Albany Communities Master Association, shall mean The New Albany Communitation Association, inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration and the Articles of Requistions. Code of Incorporation and/or

to which it .he Master Association to, the Common ail real aп f or with respect Listion holds mean Shall - E "Master Association Properties" and Improvements, now or hereafter owner or with respect to which the Master for the use, care or maintenance the fitter of the use. title or interest any right, nall mean the rules adopted Section 5.15. ď "Master Association Rules the Master Association as provided documents, instruments, and agreements established by Declarant creating and governing The New Albany Communities including, but not limited to, this Declaration, the Articles of Incorporation and/or Code of Regulations and any procedures, rules, regulations or policies adopted by the Master Association.

"Member" shall mean any person or entity holding membership in the Master Association.

document pledging a Privately Owned Site or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by

Mortgage as well as a named mortgage. "First Mortgage" means any person named as a Mortgage under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

Eurecioeure "Owner" shall mean the record owner, whether one or more Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity who not entity is a such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuent to foreclosure otherwise. "Plat" shall mean any plat map filed in the office of the of Franklin County, Ohio, as they may be amended from time describing all or any portion of The New Albany Communities Recorder

any interchangeably mean $\widehat{\Xi}$ "privately Owned Site" or "Site" shall interchangeably property lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any Improvements thereon within The New Albany Communities provided, however, "Privately Owned Site" or "Site" shall not include: (1) property owned by a public body, (ii) the Master Association Properties.

"Related User" shall mean a person who obtains all or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who resides on the Frivately Owned Site of such Owner any natural person who is a guest or invitee of stands. of such person. Owner or "Scenic Corridor" is defined in Section 5.3 hereof

is defined in Section 10.30 hereof. "Services" "Special Assessment" shall mean the Assessments levied in accordance with Section 8.6 of this Declaration.

written instrument "Supplemental Declaration" shall mean a written instrumed modifying or supplementing this Declaration or for the purpose of amending, subjecting all or any portion of the Expansion Properties to this

"The New Albany Communities" shall mean the Initial Property, together with any additional real property which is hereafter may become subject to this Declaration pursuant to terms hereof.

"Turnover Date" is defined in Section 4.5 hereof.

the Assessments levied in "User Assessments" shall mean the Assessmence with Section 8.8 of this Declaration

"Voting Member" shall mean the Members of the Master Association matters.

ARTICIE III

EXPANS ION

Declarant reserves the right, but shall not be obligated, to expand The New Albany Communities to include all or part of the Expansion Properties. Declarant shall have the unilateral right to transfer to any other person the right to expand which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of the county or counties in which such Expansion Properties are located, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Such Supplemental Declaration shall not require the consent of the Owners. Any such expansion shall be effective upon the filling for record of such Supplemental Declaration except as provided therein. The expansion Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to as provided property already subject to the Declaration except herein for amendment.

ARTICLE IV

MASTER ASSOCIATION OPERATIONS

been or will be formed as an Ohio nonprofit corporation. The Master Association has Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of

Section 4.2. Membership in the Master Association. Each Owner of a Privately Owned Site within the New Albany Communities shall be a Member of the Master Association. There shall be one membership in the Master Association. There shall be one membership by Albany Communities. Each Community Representative shall be or persons who constitute the Owner of a Privately Owned Site within The automatically be the holder or holders of the membership in the Master Association appurtenant to that Privately Owned Site shall such membership shall automatically pass with fee simple title to the Privately Owned Site. And shall have more than one membership per Site owned and in the event the Owner of a Site is more than one person, whether and in the code of Regulations. The membership per Site owned and in the corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Haster Association, subject to the provisions of this Declaration and the Code of Regulation. Code of Regulations. Declarant shall hold a separate membership in the Master Association for each Privately Owned Site owned by Declarant, Membership in the Master Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Voting.

on behalf of each Community Vote will be conducted by Voting Members which shall be the Community Representatives elected by the members of each Community Station in accordance with the Community Documents pertaining such Community Association. Each Community Representative will be entitled to one vote for each Site in the Community which is one acre, the Community which is one acre, the Community Representative will be entitled to one vote for each the Community Representative will be entitled to one vote for each Voting on Master Association matters requiring acre or portion thereof for each such Site. Community Representatives shall not be entitled to cast any votes the Declarant. 4.3.1. Sites owned by 4.3.2. For purposes of voting, the Club Facilities shall be considered a Cumunity and the Club Corporation shall designate one Community Mepresentative to vote on its behalf on all Master Association matters requiring a vote of the Members. The Community Mepresentative designated by the Club Corporation will be entitled

Rection 4.4. Beard of Trustees. The affairs of the Master Association shall be managed by a Soard of Trustees. Subject to the provisions of Rection 4.5 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The Board of Trustees may, by resolution, delegate portions of its authority to an exacutive committee or to other committees, to tribunals, to an exacutive committee or to other committees, to tribunals, to an exacutive committee or to other committees, to tribunals, to an exacutive committee of the Master Association, or to agents and suppoyees of the Master Association of authority shall not relieve the Board of Trustees of the ultimate responsibility for management of the affairs of the Master Association may be taken by the Board of Trustees or any duly authorized executive 7 ö this mittee, officer, Hanager, agent or employee without bers, except as otherwise specifically provided in t

Section 4.5. Hemberghip of Board of Trustees. Until the closing of the sale of 100 Privately Owned Sites to non-Declarant characteristic tip number of trustees and Declarant shall have the right to elect all three of such trustees. Thereafter and until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees and the Voting Members shall have the right to elect three of such trustees in accordance with the Code of Regulations. After the Turnover Date, the Board of Trustees shall be elected by the Voting Members in accordance with the Code of Regulations. The trustees appointed by the Declarant shall have a fiduciary duty solely to the Declarant shall have a fiduciary duty to the Declarant shall have a fiduciary duty to all Hembers. The Turnover Date" shall mean the earliest of the Hembers in the Turnover Date" shall mean the earliest of the Privately owned Site within The New Albany Communities and the last privately owned Site within The New Albany Communities has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant the submitted its right of the First. Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by vey of illustration but not limitation, the following: (i) any action that increases the Base benefit to the following: (i) any action that increases the Base Assessment only on Declarant's property or imposes a Special Assessment only on Declarant's property, and (ii) any action that, in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property Declarant has voluntarily relinquished its right to appoint four trustees. The document by which Declarant Voluntarily quishes its right to appoint trustees as described in

a rue wew Albany Communities or the operation of the Club ties and other projects developed by Declarant or its assigns are within The New Albany Communities. within The New Albany Com Pacilities and other proj

ARTICLE V

DUTIES AND POWERS OF THE MASTER ASSOCIATION

Association 5.1. General Duties and Powers of the Master the Common interests of the Owners. The Master Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth g and safety and, in general, the power to do anything that may be necessary desirable to further the common interests of the Owners, to maintain, improve and enhance the Master Association Properties improve and enhance the attractiveness, desirability The New Albany Communities. such powers, shal

intended for common use by the Owners in The New Albany Communities intended for common use by the Owners in The New Albany Communities for purposes including the location of signs for identification of the Master Association properties and recreational facilities and other purposes. The areas so designated by Declarant are dedicated thereby to the common use and enjoyment of the Commers, and their sail or personal public. The Declarant may hereafter convey other real or personal property, or interests therein to the Master Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this Declarant. After any real or personal property transferred to it by Declarant. After any real or personal property transferred to it by Declarant. After any such transfer, the Master Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests reservations, other simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master passociation by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the assessments Initial Property and the Expansion Properties. Any fee simple interest in property transferred to the Master Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred the Master Association by limited warranty deed, free and clear all liens (other than the lien for property taxes and assessment not then due and payable), but shall be subject to the terms of Declaration, and any and all easements, rights-of-way, reservati equitable servitudes and o beclarant. The property or transferred to the Master Association by Declarant may include Transferred by Declarant. The Declarant may hereafter convey certain areas of land to the Master Association as Common Area granted or reserved by Declarant. The property of property transferred to the Master Association by covenants, conditions, restrictions, encumbrances ij

#nch Declarant may impose special restrictions governing the uses of property and special obligations on the Master Association with respect to the maintenance of such property.

THE MASTER ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR INPLIED, IN PACT OR BY LAM, WITH RESPECT THERETO, OR WITH RESPECT TO INPLIED, IN PACT OR BY LAM, WITH RESPECT THERETO, OR WITH RESPECT TO INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF NURCHANDILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, PROPERTY OR THE FUTURE ECOMONIC TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECOMONIC PROPERTY OR PROPERTY OR RELATE HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET HAS BEEN OR WILL BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE CONDITION, WASTER ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, OR CONSTRUCTION, DELIGNA, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR SEPAIRS OR FOR INCIDENTAL OR OR SEPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Master Association.

hereafter acquire certain areas of real property located along major roadways in the vicinity of The New Albany Communities. Declarant roadways in the vicinity of The New Albany Communities. Declarant either has or may hereafter construct fencing upon such real property or portions thereof, potentially along a line running roughly parallel to such roadways. In some areas, the distance roughly parallel to such roadways. In some areas, the distance between the roadway and the fencing may exceed 300 feet. As provided in Section 5.2, Declarant may, but shall not be obligated to, convey an interest in all or any portion of the above described to, convey an interest in all or any portion of the above described real property located between the fencing and the roadways and property located between the fencing and the roadways and property located between the fencing and the roadways and property located between the fencing such the roadways and property so conveyed to the Master Association, to designate our line in the instrument of conveyance. (Any property conveyed corridor in the instrument of conveyance. (Any property conveyed corridor in the instrument of conveyance.) this Declaration and designated by the Declarant as "scenic corridor" in accordance with the immediately preceding sentence hereinafter referred to as "Scenic Corridor.") Any conveyance o any Scenic Corridor shall be made by Declarant and accepted by thaster Association in accordance with Section 5.2 and shall be subject to any and all matters described in Section 5.2. to the Master Association pursuant to the provious and designated by the Declarant as "scenic

In addition to all other obligations of the Master Association forth in this Declaration with respect to Master Association Services, the Master Association shall have the following following The Master Scenic Corridors. obligations with regard to all Properties.

be obligated to, maintain such Scenic Corridor and assess all Owners for the costs thereof. Any unpaid assessments shall constitute an sutomatic and continuing lien for the benefit of Declarant on all Sites for which such assessment was not paid. The liens may be enforced by the Declarant in the manner set forth in Section 8.9 for enforcement of liens by the Master Association. The Master Association shall not transfer or convey, mortgage or encumber, alter the character or appearance or change the manner of use of any Association shall maintain the Scenic Corridors in a first class manner. Such maintenance shall include, but not be limited to, the painting of any fencing a minimum of one time within five years of construction and thereafter a minimum of one time every three years, the replacement of broken fencing within three business days, the neat and attractive maintenance of all landscaping including periodic fertilisation and application of appropriate pesticides and herbicides and the regular removal of all trash and debris. In the event the Master Association does not maintain any Scenic Corridor in accordance with the standards set forth in this Section 5.3, the Declarant, in its sole and absolute discretion, may, but shall not any Scenic Corridor Without the Written approval portion of Declarant.

discretion, will select qualified experts to inspect all discretion, will select qualified experts to inspect all mprovements then located on such Common Area to determine whether the Improvements have been constructed in substantial compliance with the plans and specifications, as modified by any change orders, and to inspect for construction defects and for governmental code and to inspect for construction defects and for governmental code to a Site within The New Albany Communities acknowledge and agree to a Site within The New Albany Communities acknowledge and agree to a site within The New Albany Communities acknowledge and agree to a site within The Declarant will make all necessary inspectors determination. The Declarant will have no obligation to its sole cost and expense. The Declarant will have no obligation to make any additional repairs to such Improvements other than the repairs indicated as necessary by the inspection reports. The Master Association and all Owners and Members, by the acceptance of title to any property or the deed to any Site release Declarant from any further obligations with respect to repairs to Common Area Improvements not contained in this Section 5.4. Section 5.4. Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Loard of Trustees of the Master Association, in its sole

Section 5.5. Duty to Manage, Control and Maintain Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Master Association properties and shall maintain and keep the Master Association properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated upon the Common Area. All Members and Owners, by the acceptance of title to any property or and Maintain Master

the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.5.

Section 5.6. Duty to Maintain Hazard Insurance. The Master Association shall obtain insurance for all insurable improvements replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage) which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgages clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

covered by 5.6.1. Loss or damage by fire and other hazards covered the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

risks as shall customarily be covered Pud location, 5.6.2. Such other risks as shall customs with respect to projects similar in construction, to The New Albany Communities.

including death, Section 5.7. Duty to Maintain Liability Insurance. The Master Association shall obtain a comprehensive policy of public liability insurance insuring the Master Association and its Members, trustees officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Master Association Properties or streets and roads within The New Albany Communities, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such comprehensive policy of public liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from to The New Albany Communities. and use customarily be covered location, construction, The Master and employees Section 5.8. Duty to Maintain Fidelity Insurance. The ciation shall obtain fidelity bonds to protect against on the part of its officers, trustees, agents, and emp part of its officers, Association on the

the Manager buch fidelity coverage obligee and shall be written expressions. and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Raster Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be required for the Manage and its officers, employees, and agents. Such fidelity coverage shall name the Master Association as an obligee and shall be writted in an amount equal to at least 100% of the estimated annual operating expenses of the Master Association, including reserves Such bonds shall contain valvers by the issuers of all defenses based upon the exclusion of persons serving vithout compensation from the definition of "employees," or similar terms or expressive at least 100% of the estimated annual the Master Association, including the

Master Association Properties is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and for which flood insurance has been made available by the Netional Flood Insurance Program, a "blanket" COSt Limit of Association in the amount of 100% of the current replacement of as defined in Section 5.6 hereof) of all Buildings and other insurable property located in such area or the maximum limit occerage evallable for such property under the Mational Flood Insurance Act of 1968, as emended, whichever is less. the Master by the Mational Flood Insurance Progra flood insurance must be maintained by policy of

Mortgage Agencies The Master Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agencies to the extent that any such Government Mortgage Agencies to the extent that or to quarantee, any Mortgage on any Privately Owned Site within The Mew Albany Communities, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency

Section 5.11. Provisions Common to Hazard Insurance, Liabilli Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Master Association under the provisions Sections 5.6, 5.7, 5.8 and 5.9 hereof shall be subject to the and limitations: provisions following

the Master Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Master Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5.11 as the Insurance Trustee") who shall have such policies; to negotiate losses under **authority** exclusive

In no event shall the insurance coverage obtained occupants, or be brought into the Owners, and maintained pursuant to such Sections contribution with insurance purchased by 5.11.2. Mortgagees;

- shell not such act be prejudiced by (a) any act or neglect of the Cenera when such act or neglect of the Cenera when such act or neglect of the Cenera when such act or neglect is not within the centrol of the Master Association, or (b) failure of the Master Association to comply with any warranty condition with regard to any portion of the Meu Albany Communities over which the Master Association has no control;
- 5.11.4. The policies shall provide that coverage may not non-payment of premium) without at least 30 days prior written notice to any and all First Mortgages and insureds named therein; to any and all
- Ì of subrogation employees and upon invelidity by the insurer as to any and all claims against the Master Association and its trustees, officers, agents and employed Owner and their respective guests, agents, employees, or teand of any defenses based upon coinsurance or upon invalidations. the insured; arising from the acts of
- that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Master Association (or any Insurance Insurance a party or Inv 2 to which the Master Association may of 14V; or when trust agreement requirement Trustee)
- near ly of A or better Company, company the most 5.11.7. All policies shall be written with a lineared to do business in Ohio and holding a rating of in the financial category as established by A. H. Best Inc., if reasonably available, or, if not available, th equivalent rating;
- P inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry Ohio and familiar with construction in the Franklin County.
- may be cancelled, invalidated, or conduct of any member of the Board of employee of the Master Association or and the the the the defect any Owner. suthorized Manager without prior demand in writing to the Master Ascaciation to cure the defect and of a reasonable time thereafter within which the ed by the Master Association, its Manager, any Own No posicy may be int of the conduct of ficer, agent or authorized Manager may be cured by the Master 5.11.9. Trustees, its duly a popuedans delivered allowance
- Persona Section 5.12. Duty to Maintain Officers and Trustees Person Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers and trustees personal liability insulance shall be obtained by the Master Association to protect the officers, irustee

relation officers, Association. and all other committee members from personal liability in to their duties and responsibilities in acting as such offi trustees and committee members a behalf of the Master Asso Section 5.13. Duty to Maintain Morkers, Compensation compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by

Section 5.14. Other Insurance. The Master Association may obtsin insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Master Association's responsibilities and dutier.

The Master Powe, to Adopt Bules and Requisations. The Masteins to time, may adopt, amend and repeal rules to be known as the "Master Association Bules," among other things and without limitation: 200 Association, from and regulations, t Section 5.15.

The use of Common Areas and the Master Association 5.15.1. Fines for the infraction of the Master Association 5.15.2.

for the property landscape 17 Ę. 5.15.3. Maintenance performance standards formed or operated by the Community Associations and frivately Owned Sites including, Without limitation, maintenance and irrigation practices: and

5.15.4. Any other rule or regulation deemed necessary, healrable or advisable by the Master Association to promote the health, safety or welfare of the Owners and residents of property within The New Albany Communities.

effective Master Association Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Master Association Rules and shall nee that the Related Users of such Owners shall comply with the same. In the event of any conflict between the Master Association Rules and the provisions of this Declaration, the Motice of the adoption, amendment or repeal of any Master Association Rules shall be given in writing to the Community Representatives and each Owner at the address for notices to the Community Representatives and Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently provisions of this Declaration shall prevail

Section 5.16. Cooperation with Community Associations. The Board shall have the power to assist the Community Associations in the performance of their duties and obligations under the Community Documents and cooperate with the Community Associations so that the Community Associations and the Master Association can most

end they a veriance the Owners. It is contemplated that from time to time either the Community Associations or the Master Association may use the services of the other in the furtherance of its obligations and the services of the other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in an increased Assessment the Master Association for the Community or by an item in the Community Association's budget which shell be collected through Association Assessments and remitted to the Master Community As Section 5.17. Manager. The Master Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more than three years, and each such contract shall be subject to cancellation by the Master Association on 90 days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or Improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of or function. three years, and each duty, power,

Section 5.18. Ownership of Other Property. The Master Association, through action of its Bostd of Trustees, may acquite, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Master Association by Declarant.

make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Master Community Documents, and the books, records, and financial statements of the Master Association prepared pursuant to the Code of Regulations. The Master Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to a member of the Board or the Owner or a Mortgagee of that Privately Owned Site.

Section 5.20. Successor of Declarant. The Master Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. The Master Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are reserved to Declarant hereunder unless such rights and easements expressly conveyed to the Master Association by recorded written instrument.

other right Section 5.21. Implied Rights and Obligations. The Master association may exercise any other right or privilege given to it expressly by the Master Community Documents, and every other right or privilege reasonably to be implied from the existence of any

to perform eight or privilege given to it berein or reasonably necessary to effectuate any such right or privilege. The Master Association shall perform all of the duties and obligations imposed on it expressly by the Master Community Documents and every other duty obligation reasonably to be implied from the express provisions the Master Community Documents or reasonably necessary to perfor the duties and obligations contained in the Master Community

Section 5.22. Cooperation with Club Facilities Owner. The agreements with the person or entity owning or operating the Club Facilities regarding matters of mutual interest including, but not limited to, maintenance, security, and reciprocal essenents for ingress and egress.

Š Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights powers contained under this Article V, even though no specific Instrument in the reference to such rights and powers appears such conveyance.

ARTICLE VI

WASTER ASSOCIATION PROPERTIES

Bection 6.1. Owners' Essements of Enjoyment. Every Owner shall have a non-exclusive essement for the use and enjoyment of the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of the Declaration, including, but not limited to, the essements set forth in this Article and all conditions, restrictions, essements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Delegation of Use. Any Owner may, authority Master Association Rules, delegate, in accordance with the Master Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents, his right of enjoyment in the Common Area and Community Documents and Community Docume

for maintenance, repair, or replacement of the Master Association Properties, or any improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by any member of an Owner's family, or by an Owner's guests, tenants, employees or invitees, then the expenses, costs and fees incurred by the Master Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's family members, guests, or invitees are liable under Ohio law, shall be a Association of such Owner; and, if not repaid to the Marrian against on within seven days. Association within seven days after the Master Association gives notice to the Owner of the total amount, or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner s Privately Owned Site and may be enforced in accordance Privately Owned with Section 8.7. the Owner s

merger or consolidation, the Master Association Properties shall, to the extent reasonably possible, be conveyed to the one or more Community Associations to be used, in any such event, for the common benefit of the Owners within those Communities for similar purposes for which the Master Association Properties were held by the Master Association. In the event such conveyance is refused, the Mambers shall immediately thereupon hold title to the Master Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of institute or maintain a partition action or any other action designed to cause a division of the Master Association Properties, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Master Association, and hereby agrees to reimburse the Master Association for its costs, expenses, and reasonable attorneys' fees in defending any such action. In the event of the dissolution of the Master Association, other than incident to a Section 6.4. Title to Maeter Association Properties. The Association Properties. The Association Properties. The Association and no Owner shall bring any action for partition or division of the Master Association Properties. By acceptance of that Master Association Properties. By acceptance of shall be decembed to have specifically valved such Owner's rights institute or maintain a partition action or any other action designed to cause a division of the Master Association Properties this Declaration.

Section 6.5. Master Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Haster Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with damage or destruction as provided in this Article or a complete partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the and complete authorization, and deliver any contract, instrument with respect to necessary or appropriate Master Association as shall have full right, and power to make, execute, assignment, deed, walver, or other interest of any Owner which may be exercise the powers granted to the Master Associatio. attorney-in-fact.

10 Section 6.6. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any Improvement owned by the Master Association, the Master Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such Improvement so damaged or destroyed. "Repair and reconstruction" as used in this Article

the ç shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior destruct ion. demande or section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Master Association shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the demaged or destroyed improvements. As attorney-in-fact for the Owners, the Master Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Master ingurance necessary in connection therewith. Assessments of th adjustments and repair and reconstruction.

The proceed Section 6.8. Funds for Repair and Reconstruction. The proceed technology the Master Association from any hazard insurance shall be used for the purpose of repair, reconstruction and replacement. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, reconstruction and replacement, the Master Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners electric provided herein, a Special Assessment sufficient to provide funds to provide decimal costs of repair, reconstruction and replacement. Further levies many be made in like manner if the replacement. Further levies may be made in like manner if tamounts collected prove insufficient to complete the repair.

the payment the Master Association 9.3. Section 6.9. Disburgement of Funds for Repair and Association. The insurance proceeds held by the Master Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund for the payme of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs repair and reconstruction shall be made from insurance proceeds, a the balance from the Special Assessments. If there is a balance reconstruction, such balance may be held by the Master Association as surplus funds in accordance with Section 9.3.

oction 6.10. Decision Not to Rebuild. If Declarant and at 67% of the Owners (other than Declarant agree in writing not pair and reconstruct and no alternative improvements are authorized, then and in that event such damaged or destroyed Master Association Properties shall be restored to its natural state and maintained as an undeveloped portion of Master Association Properties by the Master Association in a neat and attractive and any remaining insurance proceeds may be held by the sciation as surplus funds in accordance with Section 9.3 Association Section condition, to repair Master

Section 6.11. Rights of Owners. Whenever all or any part cthe Master Association Properties shall be taken or conveyed in of and under threat of condemnation by any authority having the

power of confemation or sainent domain, each Owner shall be entitled to notice thereof but the Master Association shall act as attorney-in-fect for all Owners in the proceedings incident thereto, unless otherwise probibited by law.

If the taking involves a portion of the Compon Area on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at lesst 67% of the Owners (other than Declarant) nhall otherwise agree in writing, the Matter Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees. If such improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made is completed, then such everd or accordance with Section 9.3. Rection 6.12. Pertial Condemnation: Distribution of Award:
Reconstruction. The eward or payment wade for any taking or
conveyance described in Section 6.11 shall be payable to the Master
Association as Trustee for all Owners to be distributed as follows:
If the taking involves a portion of the Common Area on which to repair or restore, or if there are not funds remaining after funds may be held as surplus in such restoration or replacement

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. Declarant shall have, and hereby retains a conserves, certain rights as set forth in this Declaration with respect to the Master Association and The Mew Albany Communities including, but not limited to, the Master Association Properties and any Community Association Properties. The rights and reservations any Community Association Properties. The rights and reservations of Declarant set forth in this Declaration shall be deemed sucepted and reserved in each recorded Supplemental Declaration, in each conveyrnce of property by Declarant to the Master Association and in each deed or other instrument by which any property within The New Albany Communities is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other may b9 the transfer and provided is in a provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant hereunder may by transferred to other persons or entities, provided that the transfers shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a

croate reservations, exceptions, exclusions and examents convenient or necessary for the use and operation of other property whether located in The New Albany Communities or otherwise. written instrument signed by the Declarant and duly recorded in the office of the Recorder of all counties in which The New Albany Communities is located. Declarant further reserves the right to

Association Properties and or services orwers by the master Association and any Community Association in connection with the development, construction, prumotion, marketing, sales, resales and leasing of properties within the New Albany Communities and in connection with the marketing of memberships in the Club connection with the marketing of memberships in the Club beclarat. The New Person or entity owning or developing the Club Ecclitties may: (a) erect and maintain on any part of the Master Association and Properties and Any Community Association Properties and Association Properties and other structures as Declarat may reasonably dism necessary or proper in connection with the davelopment, construction, properties and park wehicles and park and permit visitors and quests to use and park wehicles and equipment on the Master Association Properties and any Community Properties within The New Albany Communities, who are not Owners, to use or enter the Master Association Properties and any Community Association, the Master Association Properties and any Community Association, the Master Association Properties and any Community Association, the Master Association Properties and any Community Association, the Master Association Properties and any Community Association, the Master Association Properties and any Community Association, the Master Association Properties and Association and Association Properties and the services offered by the Master Association Association Properties and the services offered by the Master Association Association Association Association Association Association Association Association Properties and Association Associat Section 7.2. Declarant's Rights to Use the Master Association Properties and the Community Association Properties in Promotion and Marketing. Declarant shall have and hereby reserves for itself and for the benefit of the Ciub Corporation or any person or entity owning or develoging the Club Facilities the right to the reasonable use of the Master Lisociation Properties and any Community Association Properties offered by the Master and marketing, sale, resale Association Properties and the services offered by the Master Affociation and any Community Associations in connection with Communities. development, construction, promotion, market lessing of properties within the New Albany

SOTES or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, the Ciub Corporation, the Master Association or any Community Association; or (d) post ingress and Communities: Improvements on any property owned by a mcdet nomes, offices for construction. marketing, Section 7.3. Deciarant's Rights to Complete Development. provision of this Declaration shall be construed to prevent o Doclarant's rights to and Declarant shall have the right to: Figur incidental to the development, construction, promotion, marketing, sale and lessing of property within The New Albany Communities. Further, Deciarant shell have the right of ingreshall have the right to: complete the development, construction, promotion, mark resale and leasing of properties within The New Albany (b) construct or alter Improvements on any property own Declarant; (c) maintain model nomes, offices for construct leasing maintain models.

utilities to serve such improvements. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (1) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, despits or replace any Improvements on any Mester Association Properties, any Community Association Properties or any property owned by Declarant; (ii) use any structure on any Master Association Properties or any property Properties and any Community Association Properties or any property Albany Communities for any purpose whatsoever, including, Dut now limited to, purposes related to the construction, maintenance and operation of improvements located outside of The New Albany Communities including, but not limited to, offices and shopping communities including, but not limited to, offices and shopping communities including, but not limited to, offices and shopping contents and for the purpose of installation and maintenance of centers and for the purpose of installation and maintenance of centers and for the purpose of installation and maintenance of centers and for the purpose of installation and maintenance of centers and for the purpose of installation or require Declerant owned by Declarant as e construction office, model home or real estate sales or leasing office in connection with the sale of any property within such boundaries; or (iii) require Declarant to seek or obtain the approvel of the Master Association or any Community Association for any such activity or Improvement to property by Nothing Community Declarant on any Master Association Properties, any Community Association Properties or any property owned by Declarant. In this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

use of the Magter Association sociation Properties other than solely mortgage the Master Association Association of Conveyances or Changes Section 7.4. Declarant's Approval of Conveyances or Chan Use of the Master Association Properties. The Master Associashall not, without first obtaining the prior written consent Declarant, convey, change or alter the use of the Master Asso it, convey, change or alter the es, use the Master Association Lenefit or Owners, or mortgage Properties, the

6 Section 7.5. Recorded Easements and Building Lines. The New Albany Communities, and sll portions thereof, shall be subject to all easements, building set back lines and build-to lines shown or any recorded Plat affecting The New Albany Communities, or any and to any other easements of record. portion thereof, Section 7.6. Easements for Encroachments. The New Albany Communities, and all portions thereof, shall be subject to an easement of up to three feet from the Privately Owned Site lines or Magter Association Properties boundaries or any boundary of any Community Association Properties, as the context requires, for the actual extent of encroachments created by construction as designed or constructed by the Declarant, the Master Association, any Community Association or any Owner and for settling, shifting, and movement of any portion of The New Albany Communities, except that no such easement is created for an encroacument which is the result of willful misconduct on the part of Declarant, an Owner, a tenant, Such encroachments shall not of The New Albany the Master Association, any Community Association or eny other person or entity. A valid easement for said encroachments and the maintenance thereof shall exist. Such encroachments shall any part rod To to be encumbrances considered

but are not encroachments caused by error in the original of Improvements con tructed on any portion of The New mities, by settling, rising, or shifting of the earth, construction of Improvements committed on any portion of The Malbany Communities, by settling, rising, or shifting of the eart or by changes in position caused by repair or reconstruction of Improvements in The New Albany Communities. Encroachments reformed to herein include, Communities. limited to,

Section 7.7. Emergency and Service Essement. A general easement is hereby granted to all police, sheriff, security, fire protection, ambulance, and all other similar emergency agencies or persons and to all trash collection and school transportation personnel to enter upon all streets and property in The New Albany Communities in the proper performance of their duties

Baction 7.8. Easements for Utilities. There is heraby reserved unto Declarant, the Master Association, and the designees of each, blanket easements upon, across, over, and under all of The Mew Albany Communities for the purpose of constructing, replacing, replacing, repairing, and maintaining cable television systems, mester television antenna cystems, security, and simil, respectors, roads, walkways, bicycle pathways, lakes, ponds, wetlands, storm drainage systems, sanitary sewage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. Except as otherwise provided in the Declaration, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any exacting dwelling on a Site, and any damage to a Site resulting from the use of any site and, except in an emergency, entry into any Site shall be made only after reasonable notice to the Owner or occupant thereof. reserved tee 1144

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Sites and the Master Association Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes; provided, the exercise of this easement shall not extend to apprinting entry into the dwelling on any Site. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated in The New Albany Communities, except as may be approved by the Board of Trustees or Declarant.

The New Albany Communities without conflicting with the terms Lereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on The New Albany Communities. Should any entity furnishing a service covered by the easement herein provided request a specific easement by a recordable document, the Board of Trustees shall have separate recordable document, the right to grant such easement over

Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Privately Owned Site as required by the Master Community Documents. The Master Association shall not unreasonably interfere with the rights of the Owners in the use of this easement. Section 7.9. Meintenance Essement. An easement is hereby and served to the Declarant, and granted to the Master Association, and any trustee or Manager, and their respective officers, agents employees, and assigns upon, across, over, in, and under The New Albany Communities and a right to make such use of The New Albany to enter upon any Albany Communities and a right to make such use of The New Albany Communities as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Master Association is obligated or permitted to perform pursuant to the Master Community Documents, including the right to enter upon an

Section 7.10. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and equess over, in, upon, under, and across the Master Association Properties and any Community Association Properties and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements to The New Albany Communities, or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to its Privately Owned Site by any Owner or such Camer's family, tenants, employees, quests, or invitees.

the Declarant or otherwise, property within The New Albany Communities, including Privately Owned Sites, hereafter made, whether by the Declarant or otherwise shall be construed to grant and reserve the rights, powers and easements contained in this Article VII, even though no specific reference to such rights, powers and easements or to this Article appears in the instrument for such conveyance.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Assessments. The Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Master Association: (a) Base Assessments for the items set forth in subsections 9.1.2, 9.1.3 and 9.1.4; (b) Special Assessments for Capital Improvements and other purposes as stated herein; (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Master Community Documents for failure to perform an obligation under the Master Community exbense incurred an the Master Association has because or Documents 200506240123154 200506240123154 6/24/2006 11:690H BYTROMSOHIO H 6/24/2006 11:690H BYTROMSOHIO H FRANKLIN COUNTY RECOVER

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND NEW ALBANY COUNTRY CLUB SECTION 20 PART 1 (LANSDOWNE SUBDIVISION) **EASEMENTS FOR**

CONDITIONS, RESTRICTIONS THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 14th day of June, 2005, by MI Homes of Central Ohio, LLC, an Ohio limited liability company (the "Declarant").

Article III hereafter, is collectively referred to as the "Lansdowne Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the owner of all of that certain real property located in Franklin County, Ohio, more particularly described on the attached Exhibit A (the "Part 1 Property," which, together with all real property submitted to this Declaration from time to time pursuant to Lansdowne Area, for the purposes hereinafter set forth. Declarant is the

held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Part 1 Property and any such subsequently Annexed properties, and shall be binding upon, and inure to any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their respective heirs, personal and legal representatives, successors and and Declarant hereby declares that the Part 1 Property assigns.

ARTICLE I

PURPOSE AND INTENT

Albany Company") is the developer of certain real property located in Franklin County, Ohio Communities." The Lansdowne Area is located within the 'expansion area' of, and is subject to The New Albany Company LLC, a Delaware limited liability company (the "New New Albany Annexation into, The New Albany Communities, and in particular, within a community known as the Country Club Community. As is the case with each community comprising The New Albany Communities, owners within the Country Club Community either have or will have certain interests in addition to those common to all other owners within The New Albany Community and Owners within Lansdowne will have certain interests in addition to those common to all other owners within the County Club Community. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now values and to contribute to the health, safety and welfare of the property owners and residents of or in the future comprising The New Albany Communities, and in order to protect property bany Communities, The New Albany Company has declared that the Part 1 Property "The County, Ohio, now known and referred to herein as as the Country Club Community. and Licking CONVEYANCE TAX

TRANSFERRED NOT NECESSARY JUN 2 4 2005 JOSEPH W. TESTA AUSTOR

JOSEPH W. TESTA
RANKLIN COUNTY ALDITOR

EXEMP

25-13-Easement#

EASEMENT

consideration to the Grantor in hand paid, receipt of which is hereby acknowledged, THE NEW ALBANY COMPANY, L.L.C., a Detaware limited fiability company, whose tax mailing address is POB 490, 6525 W. Campus Oval, Suite 100, New Albany, Ohio, 43054-9747 (hereinafter called the Grantor), does hereby grant to COLUMBIA GAS OF OHIO, INC., with principal offices at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to kay pipelines together with service One Dollar (\$1.00) and other good and valuable connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service, and remove same, together with vaives and other necessary appurtenances on lands the Village of New Albany, Franklin County, State of OHIO, and more particularly CONSIDERATION OF described as follows: AND IN situated in

Recorded in: Official Records 12773 C08, 12773 F17, 13015 J15, 14554 B14, 14626 F01, 16448 H17, 20542 A01, 33387 I17, and instruments 199707110045402, 199707110045400 Permanent Parcel No.: 222-000909

Property Address: Johnstown Road

Containing: 18.407 acres, more or less

New Albany Country Club Section 20 Part 1

The pipelines laid pursuant to the terms and conditions of this agreement are to be located within the limits of a Ten (10) Fourteen (14) and a Twenty (20) foot wide easement strip of land as shown on Exhibit "A" attached hereto and made a part hereof.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed any house, structure, or obstruction on over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder. or over said easement

All pipes shall be buried so as not to interfere with the present use of the land

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its orginal condition. The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder. The Grantor warrants that, to the best of its knowledge, the lands encompassed by this easement have not been used as a dump site and contain no substances or materials which it disturbed would cause or threaten to cause impairment to human health or the environment.

FRANKLIN COUNTY, OHIO NOT NECESSARY THANSFERRED JOSEPH W. TESTA MAY 0-3 2004

JOSEPH V

a mutually acceptable location. The Grantor shall furnish the Company with an easement examining title, preparing legal documents and recording the easement for the relocation. its lands, the Company will relocate its pipeline to another location on Grantor's lands at pipeline, which costs shall include: (a) the cost of removing, retiring and abandoning the pipeline taken from service; (b) the cost of relocating the affected section of pipeline to work necessary to the project, including Company's internal costs and overheads; (g) the If the location of the pipeline should interfere with the Grantor's future development of cost of obtaining all necessary governmental permits and approvals; and (e) the cost of for the relocated pipeline on Company's standard forms, free and clear of all liens and the mutually acceptable location; (c) the cost of performing all engineering and other encumbrances at no cost to Company. The Grantor shall pay Company one hundred Company may utilize contractors to perform all or any part of the relocation project. percent (100%) of the actual costs associated with the relocation of the Company's

advance payment, then Company shall submit with the statement of costs a refund for the amount of the difference. Company shall not be required to commence physical work on contemplated relocation project, Grantor shall reimburse Company for all costs expended permits and/or regulatory approvals/ciearances cannot be obtained, Company may cancel showing the actual costs incurred, submit payment of the excess over the amount of the agrees to cooperate and use its best efforts to obtain the required permits and regulatory advance deposit, then Grantor shall, within 30 days of receipt of Company's statement rights, permits and regulatory approvals/clearances have been obtained. If the required payment with Company equal to Company's estimate of the total cost of the proposed the relocation project until the advance payment is received and all necessary property Prior to commencement of any such relocation, Grantor agrees to deposit an advance the relocation project and return the unused portion of the advance payment. Grantor relocation project. If the actual cost of the relocation is more than the amount of the eimbursement shall be deducted from the advance payment and the unused portion advance payment. If the actual cost of the relocation is less than the amount of the approvals/clearances. If Grantor decides to cancel or postpone indefinitely the or obligated at the time of the cancellation or indefinite postponement, which hereof then returned to Grantor.

Columbia Gas will exercise caution in regard to existing trees within the easement area during construction. Columbia Gas will directionally bore underneath any significant The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

Grantor bereto has hereunto sei its hand 20 04 this Affect of FIDELIDE THE NEW ALBANY COMPANY, L.(L.C. a Delaware limited liability company

(print) (sign) (print)

₩.

SS: Franklin OHO COUNTY OF STATE OF

BEFORE ME, a Notary Public in and for said County and State, personally appeared Drad Duck Frommy Al Office.

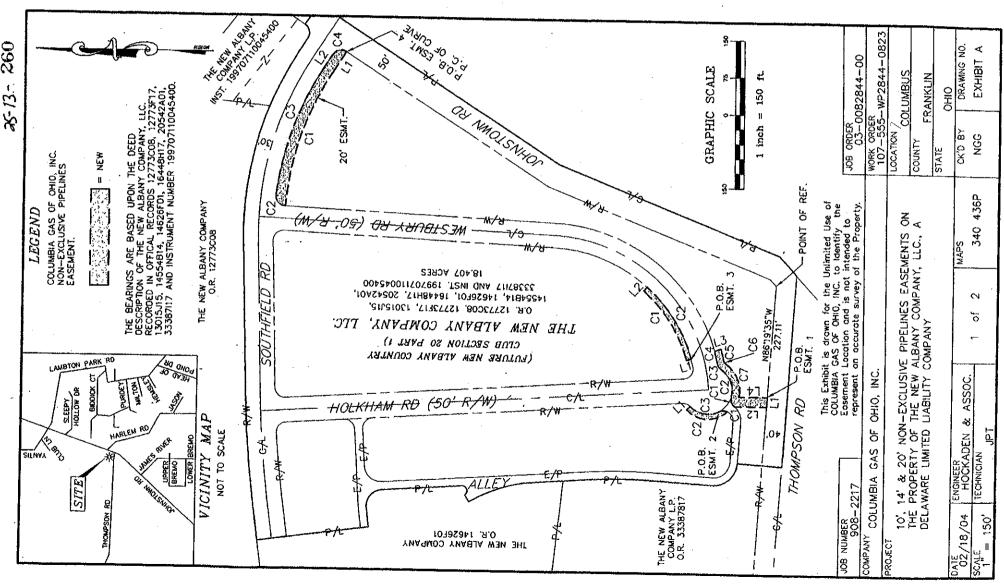
A CANCENUM L.C., who authorized in the premises, and who acknowledged free act and is the free act and that held sign the foregoing instrument, and that the same is and deed as such (Dig Front) (ACOR) and is the free a <u>\$</u> of the aforenamed, The represented that

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2064 707 day of

My Commission Expires:

Hockaden & Associates Inc. WO# 107-555-WP2844-0823 CGO# 03-0082844-00 HA# 908 2217 Columbia Gas of Ohio Inc. by This Document prepared for

COLUMBIA GAS OF OHIO, INC. LAND SECTION PO. BOX 117 COLUMBUS, OH 43216-0117 RETURN TO



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This Exhibit is drawn for the Unlimited Use of COLUMBIA GAS OF OHIO, INC. to Identify the Eosement Location and is not intended.	te Unimited Use of IC. to identify the		
908-2217 represent an accurate survey of the Property.	ey of the Property.	JOB ORDER 03-00	ORDER 03-0082844-00
COLUMBIA GAS OF OHIO, INC.		WORK ORDER 107-555-	/ORK ORDER 107—555—WP2844—0823
	ASEMENTS ON	LOCATION	COLUMBUS
DELAWARE LIMITED LIABILTY COMPANY		ı	FRANKLIN
DATE (ENGINEER	3	31.4.15	ОНЮ
HOCKADEN & ASSOC.	MAPS	CK'D BY	DRAWING NO.
1 = 150° TECHNICIAN JPT 2 of 2	340 436P	NGG	EXHIBIT A



FIRST AMENDMENT TO DECLARATION OF COVENANTS. CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 PART 1 (LANSDOWNE SUBDIVISION)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 PART 1 (Lansdowne Subdivision) (the "First Amendment") is made as of the Landowne Subdivision) (the "First Amendment") is made as of the Landowne Subdivision ("Developer") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, on June 24, 2005, Developer filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) recorded as Instrument No. 200506240123154, of record in the office of the Recorder, Franklin County, Ohio, (the "Declaration");

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Developer reserved the right to amend the Declaration at any time and from time to time;

NOW THEREFORE, pursuant to the powers reserved in Article XIV, Section 14.2 of the Declaration, Developer hereby declares that:

- Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.
 - 2. Amendment to Declaration. The Declaration is hereby amended by deleting Exhibits C and E attached to the original document and replacing them with Exhibits C and E
- Effect of Amendment. In the case of conflict between the Declaration and this First Amendment, the terms of this First Amendment shall control. Any term or provision of the Declaration not amended by this First Amendment shall remain the same and in full force and

IN WITNESS WHEREOF, the Developer has executed this First Amendment as of the date first above written.

M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company

NOT NECESSARY Thomas Mason, Senior Vice-President and

JOSEPH W. TEKIN A FRANKLIN COUNTY, OND

CONVEYANCE TAX JOSEPH W. TESTA

FRANKLIN COUNTY AUDITOR

STATE OF OHIO COUNTY OF FRANKLIN, 88

The foregoing instrument was acknowledged before me this $\widehat{a25}$ day of July, 2005, by J. Thomas Mason, the Senior Vice-President and General Counsel of $M\overline{I}$ Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Acknowledged and approved by:

KIMBERLY L. McCOY Notary Public, State of Ohio My Commission Expres 01/08/09

Kimbel

THE NEW ALBANY COMPANY LLC

a Delaware limited liability company

Ø By: Ł

Print Name:

Its: <u>Ch: e 1</u>

STATE OF OHIO COUNTY OF FRANKLIN, ss

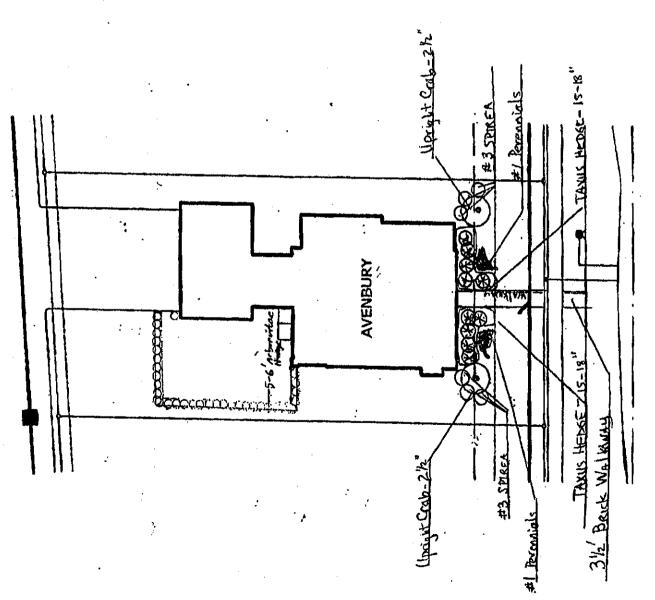
on behalf of the The foregoing instrument was acknowledged before me this Fday of 2005, by Dreat Production of The New Albany Company LLC, a Delaware limited liability company, limited liability company.

FOR A SPORE SERENCE SATE OF CHID

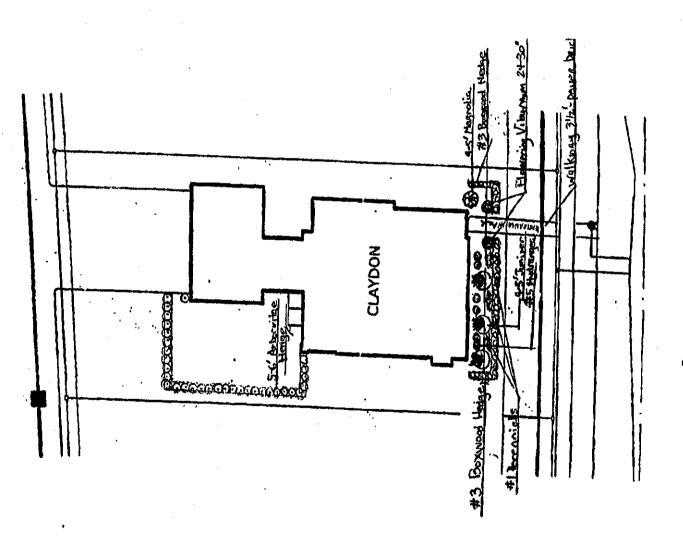
Notary Publ

This instrument prepared by:

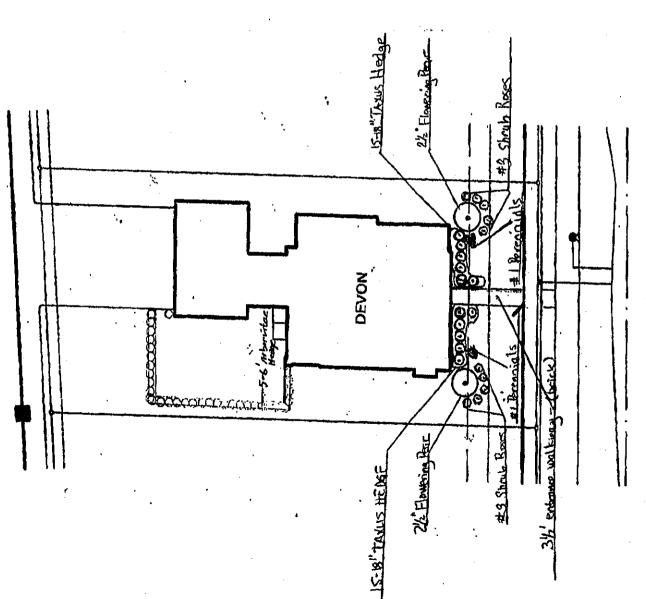
J. Thomas Mason, Esq. M/I Homes, Inc. 3 Easton Oval, Suite 500 Columbus, Ohio 43219



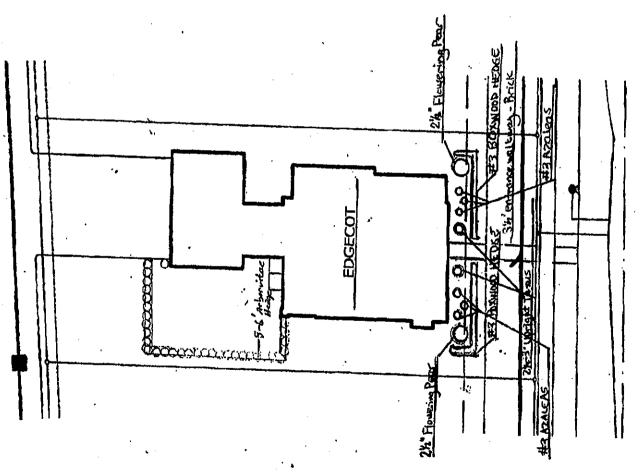
Page 1 of 4



Page 2 of 4



Page 3 of 4



Page 4 of 4

IWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Tweaty-Third Supplemental Declaration") is made as of the West as of the West and Alband 2005, by THE NEW THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND Supplemental Declaration") is made as of the *[Heat]* and of *Junuals* 2005, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer"). WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio,

reserved the right to submit Additional Property to the covenants, restrictions and provisions of the WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer Declaration; and WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

of Columbus Box Stewart Title Agency

sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns. The Private Developer has executed this Twenty-Third Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, Delaware limited liability company

Srent Bradbury, Chief Financial Off

HARNSFERRED Not Necessary

CDMVEYAMGETAX

JOSEPH W. TESTA V JOSEPH W. TESTA AUDITOR PRANKLIN COUNTY. OFIGERANCE

STATE OF OHIO

COUNTY OF FRANKLIN

) SS. The foregoing instrument was acknowledged before me this **L'**day of **Naturbs**, 2005, by <u>Brent Bradbury</u>, as <u>Chief Financial Officer</u> of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.

Notetry Public
Notetry Public

LIRA1. DIMSER

LITTONESSCAN EVINES SUPPLIES 2005

This instrument prepared under the direction of:
The New Albany Company LLC 8000 Walton Parkway, Suite 120 New Albany, Ohio 43054 (614) 939-8000

Exhibit "A"

BOLOFU

16.550 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter [2773F17, 13015715, 14554B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited deed of record in Official Record 33387117, and Instrument Number Township 3, Township 2, Range 16, United States Military Lands, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 12773C08, 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows: Partnership by New

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road; thence North 86º 19'35" West, with the centerline of said Thompson Road, a distance of 390.52 feet to the True Point of Beginning; thence North 86° 19'35" West, continuing with the centerline of Thompson Road, a distance of \$24.00 feet to a point;

thence across said New Albany Company, LLC tracts the following courses and distances:

North 03° 40' 25" East, a distance of 106.00 feet to a point on the arc of a curve to the left;

with the arc of said curve having a central angle of 90° 00' 00", a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of North 48° 40' 25" East, 46.67 feet to a point of tangency;

North 03° 40' 25" East, a distance of 240.00 feet to a point of curvature to the right;

with the arc of said ourve having a central angle of 08° 57' 10", a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of North 08° 09' 00" East, 48.08 feet to a point of tangency; North 12° 37' 35" East, a distance of 272.32 feet to a point of curvature of a curve to the left;

length of 55.25 feet, having a chord bearing and distance of North 35° 20' 02" West, 49.02 feet to a with the arc of said curve, having a central angle of 95° 55' 14", a radius of 33.00 feet, an arc point of reverse curvature;

arc length of 78.89 feet, having a chord bearing and distance of North 81° 02' 03" West, 78.87 feet to with the arc of said curve, having a central angle of 04° 31' 12", a radius of 1000.00 feet, an a point of reverse curvature; Exhibit "A"

16.550 ACRES -Page 2-

with the arc of said curve, having a central angle of 86° 59' 22", a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of South 57° 43' 53" West, 27.53 feet to a

North 75° 45' 48" West, a distance of 50.00 feet to a point;

North 14° 14' 12" East, a distance of 169.37 feet to a point of curvature of a curve to the left;

with arc of said curve, having a central angle of 87° 32' 37", a radius of 20.00 feet, an arc length of 30.56 feet, having a chord bearing and distance of North 29° 32' 07" West, 27.67 feet to a

North 16° 41' 34" East, a distance of 60.00 feet to a point on the arc of a curve to the left,

with the arc of said curve, having a central angle of 24° 23' 59", a radius of 770.00 feet, an arc length of 327.91 feet, a chord bearing and distance of South 85° 30' 25" East, 325.44 feet to a point of tangency; and North 82° 17' 36" East, a distance of 344.08 feet to a comer of that subdivision entitled "The New Albany Country Club Section 20 Part 1" of record in Plat Book 103, Pages 84 and 85; thence with the westerly perimeter of said 'New Albany Company 20 Part 1", the following courses and distances:

South 07° 42' 24" East, a distance of 226.00 feet to a point;

North 82° 17 36" East, a distance of 6.08 feet to a point of curvature or a curve to the right;

with the arc of said curve, having a central angle of 01° 48' 17", a radius of 1095.28 feet, an arc length of 34.50 feet, having a chord bearing and distance of North 83° 11' 44" East, 34.50 feet to a point of compound curvature;

with the arc of said curve, having a central angle of 92° 12' 43", a radius of 33.00 feet, an arc length of 53.11 feet, having a chord bearing and distance of South 49° 47' 46" East, 47.56 feet to a point of tangency,

South 03° 41' 24" East, a distance of 162.64 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 152° 01' 14", a radius of 10.00 feet, an arc length of 26.53 feet, having a chord bearing and distance of South 72° 19' 13" West, 19.41 feet to a

16.550 ACRES -Page 3-

South 58° 19' 50" West, a distance of 16.00 feet to a point on the arc of a curve to the right;

with the arc of said curve, having a central angle of 27° 58' 46", a radius of 282.00 feet, an arc length of 137.71 feet, having a chord bearing and distance of South 17° 40' 47" East, 136.35 feet to a point of tangency;

South 03° 41' 24" East, a distance of 111.77 feet to a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 07° 21' 49", a radius of 992.00 feet, an arc length of 127.49 feet, a chord bearing and distance of South 00° 00' 30" East, 127.41 feet to a point of tangency;

South 03° 40' 25" West, a distance of 121.66 feet to a point of curvature of a curve to the nght with the arc of said curve, having a central angle of 90° 00′ 00″, a radius of 49.00 feet, an arc length of 76.97 feet, having a chord bearing and distance of South 41° 19′ 35″ Bast, 69.30 feet to a point; and South 03° 40' 25" West, a distance of 90.00 feet to the True Point of Beginning, and containing 16.550 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JOY:sbr0May 23, 05 16_550 acres 40410 dec

Exhibit "H"

A 4 of 5

NACC SO PES

12.314 ACRES

199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, 12773C08, 12773F17, 13015J15, 14554B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of Number 199707110045402, and part of those tracts conveyed to The New Albany Company Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Limited Partnership by deed of record in Official Record 33387117, and Instrument Number those tracts, conveyed to The New Albany Company by deeds of record in Official Records Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road; thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 1214.52 feet to the True Point of Beginning. thence North 86° 19' 35" West, continuing with the centerline of said Thorrpson Road, a distance of 835.63 feet to the southeasterly corner of that tract conveyed to Dwight K. Vance and Sherry L. Vance tract conveyed by deed of record in Deed Book 3712, Page 188;

thence North 03° 08' 36" East, with the easterly line of said Vance tract, a distance of 585.00 feet to the northeasterly comer thereof; thence across said New Albany Company LLC tracts the following courses and distances:

South 86° 19' 35" East, a distance of 630.55 feet to a point of curvature of a curve to the

arc length of 59.92 feet, having a chord bearing and distance of South 81° 02' 42" East, 59.83 feet with the arc of said curve having a central angle of 10° 33' 47", a radius of 325.00 feet, to a point of reverse curvature;

뎚 arch length of 31.42 feet, having a chord bearing and distance of North 59° 14' 12" East, 28.28 with the arc of said curve, having a central angle of 90° 00° 00", a radius of 20.00 feet, feet to a point of tangency;

North 14° 14' 12" East, a distance of 141.24 feet to a point;

South 75° 45' 48" East, a distance of 50:00 feet to a point on the arc of a curve to the

Exhibit "A"

12,314 ACRES

with the arc of said curve, having a central angle of 86° 59' 22", a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of North 57° 43' 53" East, 27.53 feet to a point of curvature to the right,

with the arc of said curve, having a central angle of 04° 31' 12", a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of South 81° 02' 03" East, 78.87 feet to a point of reverse curvature; with the arc of said curve, having a central angle of 95° 55' 14", a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of South 35° 20' 02" East, 49.02 feet to a point of tangency,

South 12° 37' 35" West, a distance of 272.32 feet to a point of curvature of a curve to the left; with the arc of said curve, having a central angle of 08° 57' 10", a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of South 08° 09' 00" West, 48.08 feet to a point of tangency,

South 03° 40' 25" West, a distance of 240.00 feet to a point of curvature of a curve to the lefi; with the arc of said curve, having a central angle of 90° 00' 00", a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of South 48° 40' 25" West, 46.67 feet to a point; and

South 03° 40' 25" West, a distance of 106.00 feet to the True Point of Beginning, and containing 12.314 acres of land, more or less. EVANS, MECHWART, HAMBLETON & TILTON, INC.

JOY:sbvMay 23, 05 12_314 acres 40410.doc

地区西班

Easement & Right of Way

M/I HOMES OF CENTRAL CHID, IIC., an Obio limited limiting commune "Stantonics" in	mbus Southern	Company, an Ottio corporation, 700 Morrison Rd., Gahanna, OH 43230-6642, "Grantee", the receipt and sufficiency of which is authorised.	grants and conveys with general warranty covenants to Grantee, a right of way and easement, Teasement, for electric, other energy or	communication purposes for current/frune uses, overhead and underground, in, on, over, through and across the following despribed	lands situated in the Village of New Albany (original Plais Rus.) Franklin. County, Chio, and being nat of Section	io No(s). 2 and Range No(s). 16	Survey U.S.M.L. in Deed/Official Record Volume(s) Instr. #2004095072254	of the Prenellin County Recorder's Office:
M/I HOMES OF CENTRAL CHID, LLC.	n of \$1.00, the easement terms, and other o	1 Ohio corporation, 700 Morrison Rd., Gahanna,	conveys with general warranty covenants to G	sion purposes for currentifuture uses, overhea	ed in the Willage of New Albamy (origin	Township No(s), 2	J.W.E.	marfer date 4-5-04 of the Pran
	consideration	Сотрату, ап	grants and ex	communicativ	lands situate	No(s). 3	Survey U.S.	Page(s) tran

proposed, and to be a subdivision to be known as, The above said described acreage is now proposed, and to be a subdivision to be known a "NEW AIRAN CONTRY CIB SECTION ZO - PACT I, a subdivision containing lots I through 35, both inclusive and P. P. #222-003247 Containing 15.154 acres of Real Butate, more or less. RESERVE "A"

lateral support, construct any swimming pool, change the level of the ground by eccavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Bectric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right or relocate such facilities to a comparable See the Addendum to Easement & Right of Way with Drawing Number 114556 and Eathint. "A"
which are attached hereto and made a part bereof.

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, anlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, archors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or chinewise control, at Grantes's option, without any lability to Grantor, any trees, overlanging limbs or branches, brush, structures, or other obstructions that in Grantes's reasonable judgment endangers or will endanger the safety of, interiere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not place any buildings, structures, pile or debris, interfere with

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Essement, but Grantor acknowledges high voltage electric lines will be constructed within the Essement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety mays and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantoe's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantoe shall restore the premises or pay reasonable damages done to fences, drains, seeded tawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessense, heirs and legal representable herein by this term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this

M/I HIMES OF CENTRAL OHIO, LLC., an Obio Vice President, Land Operation ASTAMONUL CARLING limited liability company Print Name: Stephen M. Caplinger ** JAK. 2004 Grantor(s) 1116 WITNESS. Granton's) stoned this Easement on the ž AUDITOR PHINKLIN COUNTY, DHID NOT NECESSARY TRANSFERRED JOSEPH W. TESTA NOV 1 9 2004 200411230269248 Pas: 5 \$52.00 T20040100695 T/23/2004 3:25PH WEPREP Robert 6: Manisponery Franklin County Recorder EXEMP JOSEPH W raference.

CALL BEFORE YOU DIG !!!

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its principal office located in Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership, and The New Albany Company, an Ohio general partnership (the "Grantor"), with liability company (the "Grantee", whether one or more than one), whose tax address is 3 Easton Oval, Suite 540, Columbus, Ohio 43219, the following described real property (the "Premises");

Situated in the State of Ohio, County of Franklin and Village of New Albany.

Being Lots Numbered One (1) through Thirty Five (35), both inclusive, and areas designated as Reserve "B" and Reserve "C" (private alleys), of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Property Addresses and Auditor Parcel Numbers are attached hereto as Exhibit "A".

222-000554; 222-222-222-000569; 222-002952; 222-002947; 222-000388; 222-000871; 222-000578; 000555; 222-000365; and 222-000556. 000009; Split out of Parcel Numbers:

333871117; and Official Record 13015115; Official Record 14554B14; Official Record 14626F01; Official Record 16448H17; Instrument Official Instrument 199707110045400 of the Deed Records Official Record 12773F17; Official Official Record 20542A01; Official Record 12773C08; Official Record 13015115; of Franklin County, Ohio. 199707110045402; Record Official Prior Instrument References:

all applicable zoning ordinances and regulations and all other restrictions and regulations conditions, restrictions, encumbrances, liens, obligations to pay assessments, fees and charges, rights and easements set forth in the Master CC&Rs (as hereinafter defined), in the Country Club Community CC&Rs (as hereinafter defined) and in The New Albany Community Authority cable television and similar easements, restrictions and reservations common to THE imposed by governmental authorities, taxes for the year of closing and subsequent years, utility, Subject to covenants, easements, conditions and restrictions of record, road rights-of-way 1, and all terms, ALBANY COUNTRY CLUB SECTION 20, PART Declaration (as hereinafter defined).

of Columbus Box Stewart Title Agency

COVENANTS AND RESTRICTIONS.

restrictions, easements, encumbrances, rights and all other matters set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities, of record at Official Record 16185A01, Recorder's Office, Franklin County, Ohio, as the same may be Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "New Albany Community Authority Declaration"); (ii) to be bound by and comply with the terms of the Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration. The Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Auffortive Declaration are incorporated herein by reference as if tally set forth herein in their entirety. Grantee, by acceptance of this conveyance, covenants and agrees and shall be deemed to amended from time to time (the "Master CC&Rs"); in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community, of record at Official time to time (the "Country Club Community CC&Rs"); and the Declaration of Covenants and Restrictions for The New Albany Community Authority, of record at Official Record 16999C04, covenanted and agreed, for Grantee and Grantee's successors, assigns, heirs and legal Record 16185C14, Recorder's Office, Franklin County, Ohio, as the same may be amended from representatives: (i) to accept the conveyance of the Premises subject to the covenants, conditions. fully set forth herein in their entirety.

2007 2004 APP

JOSEPH W. TESTA

AUDITOR

EPH W. TESTA

The Grantor has caused this instrument to be executed by its duly authorized officer this day of This Liberthe. 2004.

GRANTOR:

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company Brent Bradbury, Chief Financial Office

COUNTY OF FRANKLIN, ss: STATE OF OHIO

the subscriber, a notary public in and for said state, personally came, <u>Brent Bradbury</u>, the <u>Chief Financial Officer</u> of THB NEW ALBANY COMPANY LLC, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company. BE IT REMEMBERED, That on this 244 day of MALL, 2004, before me,

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This Instrument Prepared Under the Direction of:

LISA J. DINGER KUTKEY PUBLIC, STATE OF OND MY COMMISSION EXPRESS SEPTEMBER 25, 2015

The New Albany Company LLC 6525 W. Campus Oval, Suite 100 New Albany, Ohio 43054 (614) 939-8000

EXHIBIT "A"

ADDRESSES AND PARCEL NUMBERS

LOI NO.	ADDRESS	PARCEL NO.
1	, New Albany, Ohio 4	222-003220
2	4091 Westbury, New Albany, Ohio 43054	222-003221
3	Ohio	222-003222
4		222-003223
5		222-003224
٥	4051 Westbury, New Albany, Ohio 43054	222-003225
7	4041 Westbury, New Albany, Ohio 43054	222-003226
8	Westbury, New Albany, Ohio	222-003227
6	4021 Westbury, New Albany, Ohio 43054	222-003228
0]	4011 Westbury, New Albany, Ohio 43054	222-003229
11	4001 Westbury, New Albany, Ohio 43054	222-003230
12	3995 Holkham, New Albany, Ohio 43054	222-003231
[13		222-003232
44		222-003233
15		222-003234
16		222-003235 .
17	- 1	222-003236
81	4055 Holkham, New Albany, Ohio 43054	222-003237 ·
19		222-003238
20	4075 Holkham, New Albany, Ohio 43054	222-003239
21	4085 Holkham, New Albany, Ohio 43054	222-003240
22	4095 Holkham, New Albany, Ohio 43054	222-003241
23	7325 Southfield Road, New Albany, Ohio 43054	222-003242.
24	7335 Southfield Road, New Albany, Ohio 43054	222-003243
25		222-003244
56		222-003245
27	Ohio	222-003246
87	7375 Southfield Road, New Albany, Ohio 43054	222-003247
23	4090 Holkham, New Albany, Ohio 43054	222-003248.
30		222-003249 .
31	Ohio	222-003250
32	Albany, Ohio	222-003251
33		222-003252
45	4040 Holkham, New Albany, Ohio 43054	222-003253
35	4030 Holkham, New Albany, Ohio 43054	222-003254.
	0.363 acre private alley	222-003256.
Reserve "C"	0.462 acre private alley	222-003257

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if th any thee the Company ly thentred by the State Nithway Department or any other governments hering should a hering similal over said thinken to relocate any as all of the localities of said that then the Company has been been by decreased the states what haves her eather.

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do.es beechy grant mato COLIMBIE AND SOUTHERN OHIO ELECTRIC COMPANY, its recenseors, margina, contributed, the right and ecsement to construct, excentrate, enlarge, reports are sup be used for the purposes having tonis inclinities, whether pale or underground, for the transmission and distribution of electric energy, operate and material such fercilities, including pales, where yet, super, such codelities, materials and apprehensials may require or deem proper therafor, whether yet and to the ottachment and armorphism of the wirse and apparentment, on it while energy in the conduct of their business, upon, cross, in, over and/or wader the property and/or the highway, in the conduct of their business, whether will be not conducted in R. 16, T. 2. Sec... F. Survey and the property and/or the highway, in the Light, and the Light of Residual St. Courty of Residual St. Of Rights. Catharine Louise Traps, Unservied

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10 the Try 2, Of Fig. 19.

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13 the State of Ohio, and known on the same is more particularly described in the deed detail B. Angust 1964.

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15. and Anna E. Tanp 19.

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17. Recorder's office, Franklin and recorded in Deed Book 2588 pages 337. Record of Deeds in Reched and Deed Book 2588.

Randed MAY Z - 1973 In Didde, A. M.

Randed MAI & 1973 19 In Familia County

Said lines shall be constructed within the Manife's Me & -twe (4) Took strip of land, the
Johnstown Road and Thompson Road; headming at the intersections of the center lines northwesterly direction for a distance of 164 feet and retributing at a point land, the Nest from the center line of Johnstown Road shows of 164 feet and retributing at a point 141 feet of Thompson Road.

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TRAMSFFR NOT NECESSARY APRS 0 1973

EXEMPT EXEMPT

In the case of underground services, the WARRE.

essay service facilities, which shall will make the property of the Company from its distribution to install the mechanical state when the subject property or late.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highway as it now exists or may bereather exist.

Said easement includes the right to trim any trees or shrubbery which may bereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the cusement and within the limits of a strip of fand five feet in width on each side, adjacent and parallel to the exsempted and to trim or cut, any brees or shanbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay far damages to the stock, crops, fences, or structures of the Grantwis, done by the Company or its employees white engaged in the construction or maintenance of soild transmission than

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appartenances, and the right to do any and all things accessary, proper the incidence thereof. It is specially provided, however, that the facilities of said lines shall be as located as right to use acid right-of-way and earseline's ingress to and egress from said property, and the Cantaled's ingress to and egress from said property, and the Cantaled's hall have the before ty granted.

Catherine Louise Trayp Franklin April. WITNESS. 32. band.....this 19th day of Signed and acknowledged in the presence of: STATE OFOhio...

Before me, a Notary Public in and for said county and state, personally oppeaned the above named.

Getherine Louise Trapp.

Who arehow-ledged that ... Rid. sign the foregoing instrument and state.

did sign the foregoing instrument and that the same is here the act mid deed have beceunts subscribed my name and affixed my official seal this 13th

IN WITNESS WHEREOF, I have beceute subscribed my not doy of ARKII street 19.73 (2)

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EASEMENT #3446 res 679

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do bereby grant mit of OLIMBERS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, actions, issues and ilectroses (hereinother culled the Company), so have use the used for the purposes been that incidities, whether pole or underground, for the transmission and distribution of electric energy, topology in the incidities, whether pole or underground, for the transmission and distribution of electric energy, topology in the attachment and distribution of electric energy, topology in the attachment and contribution of electric energy, topology in the canduct of their business, upon, areas, in, over and/or under the properticances, as it miss energy in the conduct of their business, upon, areas, in, over and/or under the property and/or the blopway. In the International Property and the theory of the conduct of their business, upon, areas, in, over and/or under the property and/or the blobway. The Results of the conduct of their business, upon, areas, in, over and/or under the property and/or the blobway. The Results of the conduct of their business, upon, areas, in, over and/or under the property and/or the blobway. The Results of the conduct of their business.

JAMES A. SCHALLER, Recorder all be constructed Williams for a firm and adjacent to the south property line and to exteen from Johnstown Road in a westerly direction for a distance of 200 fee

TRANSFER NOT NECESSARY

JAN 8 1974

ARCH J. WARREN

In the case of und requirement of the Company, from the control for a may be necessary to serve with electric energy to the Company, from its distribution feeder ensurement on the subject property or the Company, from its distribution feeder ensurement on the subject property or loss.

Said consensat includes the right to trim any trees or simulbery which may bereafter interfere with the construc-tion, reconstruction, operation and/or maintenance of said line, within the limits of the essentest and within the limits of a strip of land five fest in with the cash side, odiscent and parallel, to the essentent and to trim or cut, any trees or alumbiary that now interfere with the construction or reconstruction of said line.

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 \sim by columbus and southern ohio electric company,

and assigns meinteining and constructing, installing, reconstructing, replacing, removing, repairing, saintaining as operating water utility lines and appurtenances (the "improvement") thereto: through Dwight K. Vance and Sherry Vance, husband and wife, "Grantors", Dollar(91.00) and other good and valuable consideration poid by the hereby acknowledged, do hereby grant to Grantee, its successors and following described real property for the purposes of constitutions. THESE 700

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND HADE A PART HEREOF)

116496

The Grantors and Grantes understand and hereby agree that all terms and tions contained herein shall be effective and binding upon the parties and their respective heirs, executors, administrators, successors and assigns. conditions contained

Ohio, from any further claims for Ohio Constitution, Article I, Section 19 "Asprovement" Bowever, this release and discherge does not absolve the Grantee, its agents, representatives or contractors from liability for danages adjudged to have been caused by the culpable negligence of the Grantee, its sents, representatives or contractors during the construction of the Sevenmental immunity or defenses which it may have, and the foreging shall not be construed in any sames which it may have, and the foreging shall not be construed in any sames which results in the valve or derial of any discharge the Grantee, Sovernmental immunity of defenses. release Grantors hereby CITY ATTORNE'YS OFFICE
TOP N. FRONT STREET
TOP N. FRONT STREET
COLUMBUS, ONIO 43215

returning the subject property to its former grade and restoring area to its former condition as nearly as is reasonably possible, the rights granted herein, shall cause after all entries made pursuant to area(s) by returning the subject properties of the described essement the surface area to its former condition as nearly as is reaso but subject to all other terms and conditions contained herein. practicable after all entries as is Grantee, as soon the Burface area the

JIAM

The perpetual easement rights granted herein shall not be construed to Grantors with the Grantors use of the subject real property, except that the Grantors shall not cause to be constructed or allow to be constructed any Treatment and the control of the strength or improvement, excepting paved access which in any way impair the strength or interferent the operation, maintenance, repair, removal, replacement or reconstruction of the subject "laprovement" or access thereto. Should perpetual essement area(s), excepting paved access roads and/or parking areas, then Grantons shall assume the risk of such improvements being damaged or purposes granted the Grantee, its agents, representatives and contractors, shell mathle or lishle for any demage or destruction of such Grantors' during the good faith exercise of the Grantee's rights granted entries made for the Grantors shall not cause to Persenent building, structure, improvements during not be responsible herein, and

Ine Grantors hereby covenant with Grantee that they are the true and the same in fee simple and have described real property and are lawfully selzed of the same in fee simple and have good right and full hower to grant this beed of Tassement. The Grantors hereby

AVE AND TO HOLD said real property unto said Grantee, City of Obio, its successors and assigns forever, for the uses and purposes HAVE AND TO HOLD hereinbefora described. Columbus, 2

OCT 2 6 1989 PACH M. TOTA, MINDS

CONTRACTOR PER S

PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, GHIO L. L. CESSAR OCT 26 339

PALMER C. MOPIÉ

. Vance IN WIENESS WHEEEOF, the Grantors, Daight K caused this Deed of Easement to be subscribed 1989.

Signed

STATE OF CHIC COUNTY OF FRANCIEN, SS:

and voluntary act and deed for the uses and purposes therein mentioned 1989, before me, a Notary Public in and for said jurisdiction, in the foregoing Instrument, and sciency lence, husband and not voluntary.

I have hereunto subscribed my name and affixed IN TESTINGNY NHEREOF I have hereunto su

(1848)

into the second

This instrument prepared by: CITY OF COLORDUS, DEPARTHENT OF By: Richard A. Pieplow Real Estate Attorney Real Estate Division

EDMOND W, NEEDS NOTARY PUSHOCTIVE 1/1/19/2 MY DOMESTICH EDMOS 1/4/2/1992

Project:

d/06 Deed of Essement (sewer/water) Rvsd 3-10-89



EMINIT A A. P.C.

PARCEL 332-17

مده ۱۹۶۶/مده

Situated in the State of Ohio, County of Franklin, Tounship of Plain and City of Columbus, and bounded and described as follows:

Being a part of the Inird Quarter of Township 2, North, Range acre tract of land conveyed to Dright R. Vance and Sharry Vance by deed of record in Official Record 08186, J-06, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Commencing at a point in the centerline of Harlem Road, said thence, Morth 88° 36.53" West along the north line of said Vance tract; tract a distance of 20.04 feet to a point in the westerly right-of-beginning of the herein described easement;

thence, South 2º 22' 53" East along the said westerly rightof said wance tract;

said Vance tract a distance of 15.03 feet to a point;

thence, North 2º 22' 53" West parallel with the said westerly line of said Vesterly feet to a point on the north

thence, South 88° 35' 53" East along the said north line a distance of 15.03 feet to the point of beginning.

It is understood that the easement described above contains

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THE GMO BELL TELEPHONE COMPANY Ensement

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Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon, land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

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The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against granker by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The landersigned may use the surface of said strip provided euch use does not interfere to the Company's use of said easement.

EXEMPT

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PALMEN C. MONEAL AUGUSTON

Falster C. Noverla. Hungar Comit Molich

Signed and Acknowledged in the Presence of NITNESS WHEREOF AND WITNESS WITNESS WHEREOF AND WITNESS WHENCH AND WITNESS WHENC

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g. 2-80man	WAS PREPARED BY OHIO BELL TELEPHONE CO.
	THIS INSTRUMENT

EDGAR L. FAIRCHILD AND PEARL V. FAIRCHILD

FAIRCHILD FAIRCHILD FAIRCHILD FAIRCHILD	partnership.)	and on behalf er did several- the seal affix. County, Ohio ular or joint		y appeared 47.5-d le foregoing d my official	County, Ohio	PM AM 19 Page Page	Scorded County
GRANTOR EDGAR L.	executed if the Grantor is a corporation/partnership.) SS this day of and and corporation/partnership.) Corporation/partnership, and by me duly sworn, did descented the foregrand instrument.	whing duly authorized so to do, and further did not diffeers of said corporation and that the said corporation. Notary Public in and for Courtex Cour		for said County, personally appeared to said and daed. Itee act and daed. Itee act and daed. Itee act and daed. Itee act and daed.	Notary Public in and for Franklin Co.	FECORD 19	Jeceived for record
WITNESS WITNESS WITNESS	(This acknowledgement is to be executed if the Grantor is a corporation/partnership. STATE OF STATE OF SS COUNTY OF Personally came before me this day of to me known to be the and and respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the forenium instrument.	of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation. Notary Public in and for County, Ohio (This acknowledgement is to be executed if the Grantor is of singular or joint fenants/tenants in common.)	STATE OF CHIO STATE SS COUNTY OF FYAMELIN SS	Before me, a Notary Public in and for said County, personally appeared EdGAY (, fA) rcH, dand PeAY (, red. rcH, dand PeAY (, red. rcH, rcH, rcH, rcH, rcH, rcH, rcH, rcH,	ROBERT D. BAUM Notery Public, State of Olico My Commission Expires 2/25/92	EC 517-D ICAN EVERMENT 1 NO. 15527-89	Hecording Figure

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SLYMAN EDGAR L. FAIRCHILD

PEARLY FAIRCHILD ON THE SHARE SO TO SEE DB 3440 887 FEI 25,600 SQ FEI CHOR N. Man South Of SNOWBERRY ECKELS HILLS

RECORDS COUNTY EATRCHILD COMPANY MNSHIP OF PLAIN TO EASEMENT DATED, MACH AS RECORDED IN DEED BOOK 3440 STUATED IN THE STATE OF CHIC **FINNS**

CORPORATION ORDER NO. 1557 BYAMERICAN EASENENT DRAWN BY: C.K. PREPARED

THE OHIO BELL TELEPHONE COMPANY

Easement

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1 (\$\frac{1}{\text{CD}}\) and other good and reby acknowledged, HONE COMPANY, its successors and repetual right of way and easement to nitroperal right of way and easement to nitroperal right of way inspective and easement to nitroperal supplemental and remove, at any unication systems, logether with all such ranholes, cables, wires, fixtures and applications of or deem proper therefor, in, under, over of or deem proper therefor, in, under, over of or deem proper therefor, in, under, over of or dealer of the property and/or along the county of _ERANLIN_ S. HILITARY LANDS. S. HILITARY LANDS. S. AND BEING MORE FULLY DESCRIBED. 1. 1976 10.	obstructed within the bounupon the attached drawing "and made a part hereof."	1/2/2/4 1/2/2/4 1/3/3/2 1/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2	and the purposes herein specified, d. and the right to carry in said in additionally the company deems
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The company shall indemnify and save harmless the owners of said property from all charages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

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EXEMPT 20:WEYA122

PALMER C. MCMEAL

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day of March 1940	Chrowledgad Separate of:	ladgement is to be executed if the Crafficr is a	Personally came before me this day of and to me known to be the and and and and respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so do, and further did swerally depose and say that they are such officers of said corporation and that the seal allixed to said instrument is the seal of said corporation.	Notary Public in and for this acknowledgement is to be executed if the Grantor is of sing tenants/lenants in common.) STATE OF \$\text{\alpha} \cdot \omega \cdot \omega \cdot \omega \cdot \omega \cdot \omega \cdot \omega \cdot \omega \cdot \omega \cdot \omega \omega \cdot \omega \o	ay Public in and for said County, AMAN, and Transleff. I same is They free act and dee SEOF. I have hereunto subscribed my no. BAUM State of Oblo State of Oblo Epires 2/25/72 Er AALK	ECONOER'S OFFICE USE	CORPORATION AN
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801/8841

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EXHIBIT

[4837]

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٠	RECORDS					
TO EASEMENT BATED: MAKCH 3 40 1990 FROM: WANNE B. SLYMAN AND JOANNE M. SLYMAN	TO: THE OHIO BELL TELEPHONE COMPANY AS RECORDED IN FRANKLIN COUNTY RECORDS	PAG	1976	SITUATED IN THE: TOWNSHIP OF PLAIR	COUNTY OF: FRANKIN	STATE OF OHIO

PREFARED BY AMERICAN EASEMENT CORPORATION

107.1.70

RECORDED HANKIN CO., OHIS

THE CHIO BELL TELEPHONE COMPANY

JOSEPH W. TESTA RECORDER RECORDER'S FEE \$_

in consideration of

NAW TO THORR MADMENTA

and being the same premises of record in Orticus social 14554 of FRANCIA County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit X' the following: 4 Mr. No June 21.76 13.6 (40)()6c 200 -Mel í, EVERY

Said grant includes the right, at all times, of ingress to and egness from said strip, the nghrift outsite premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein spacified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate, the undersigned for all damage caused by any of the operations when the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indomnify and save harmless the owners of said property from all demayes to said property from all demayes to actions for personal injury and demayes ascerted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises. The undersigned may use the surface of said strip provided auch use does not insertere IOT NECESSARY

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THIS INSTRUMENT
WAS PREPARED BY
ANS PREPARED BY
ALL TELESTHONE CO.

EXHIBIT

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101 19 FAIRCHILD ALBANY COMPANY "/PARTNERSHIP OR. 14554PGBI447 0.637 AC. ... NEW CAOR · Artig Z MMOLSMHOR ECCELS NEW ALBANY COMPANY

TO EASEMENT DATED. JEDTEMBER 3:7, 1990
FROM. HE HEN ALBANY COVANY (AN OND PARIMETSHIP)
TO: THE OHIO BELL TELEPHONE COMPANY
AS RECORDED IN FRANKLIN. COUNTY RECORDS
OFFICIAL RECORD 14554. PAGE B-14
ON. ECORD 14554. PAGE B-14

TOWNSHIP OF PLAIN

STUATED IN THE!

COUNTY OF FRANKLIN STATE OF ONIO

PREPARED BY AMENICAN EASEMENT CORPORATION 15577-59

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C. Harry Lose 38

THE OND BELL TELEPHONE COMPANY

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NU BELL TELEPHONE COMPANY Exement			M/II/J Dollage /c 1.00

Valuable considerations, receipt whereof is hereby actinowledged. THE REMARKY COMPANY Assaying their unto THE CHIO BELL TELEPHONE COMPANY, its successors and "Grantor") statistics, (hereinative called the Company) a perpetual right of way and elegener and "Grantor") statistic construct, reconstruct, operate, maintain, repair, supplement and remove, at any communication facilities, including conduits, meant elegener, together with all such purchances, as it may from time to time require or deem proper therefor, in, under, over highway adjourning the property which.

PLUTAIN STATISTICS

OF IN WHICH COUNTY WHICH

State of Ohio, Knowm as being

County of ERABELTIN In consideration of

IN SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS AND BEDIG HOPE PART OF A TRACT OF LAND CORT ATKING 5.292 ACRES HORE OR LESS STITATED

MINISTRICAN MIGHT OF WAY BOX

FULLY DESCRIBED IN A GENERAL MARKANTY DEED DATED DECEMBER 29, TO THE HEM ALBANY COMPANY (AN ONLO PARTHERSHUP) Said underground communication system shall be constructed within the boundaries of land as shown and delineased upon the attached drawing market, "Exhibit

and being the same pramises of record in OFFICIAL RECED 14554 Page B-14.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit X' the following:

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Said grant includes the right, at all times, of ingress to and egrass from said strip, the right to use the premises parallel to and additing the boundaries of aud and for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication lacities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is, herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the operation prior to any construction.

The company shall indemnity and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negigence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of eaid strip provided such use does not interfere with the Company's use of said sesement.

PALMER C. MCNEAL AUDITH FRANKIN (PUNCE ONIO \$670 NOT NECESSARY TRANSFERRED SEP 26 1990

EXENPT PALITER C CONVEY

12-9-85 FRANKLIN GOUNTY, OHIO RECORDED VOL 1699 L PARTNERSHIP RECORDER FILING DATE

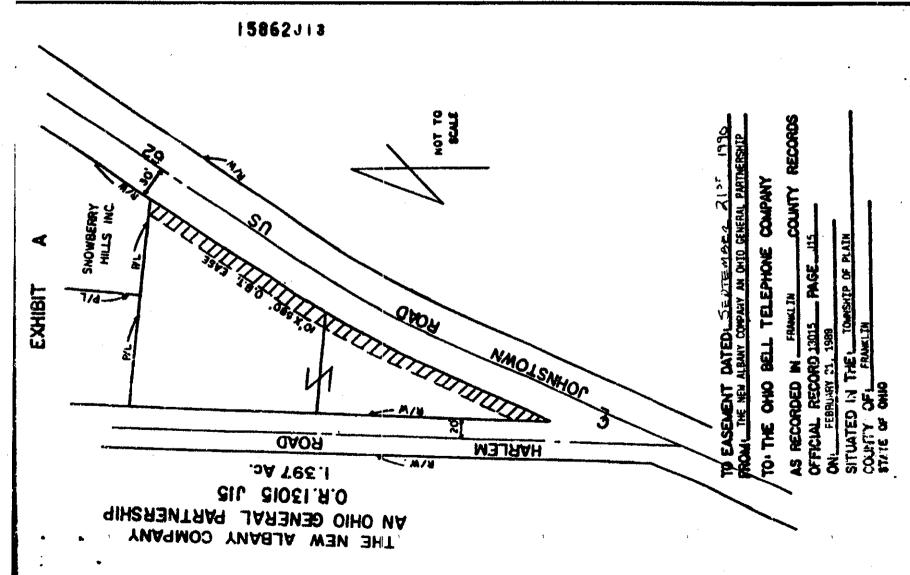
Signed and Acknowledged Signed and Acknowledg	(This acknowledgement is to be executed if the Grantor is a corporation/parmenthy.) SENTE OF (H10) SS COUNTY OF FRANKLIN)	Personally came before me this 212 day of 2507544855, 1990, William R. Westhrook to me known to be the Vice President of Rocky Fort Development Comporation, Pariner of Grantor, and by me duly swent did depose and say that he executed the foregoing instrument for and on behalf of said corporation as smith efficie, being duly methodized so to do, and further did depose and say that he is such officer of said corporation.	INCOMENS TABLE SAME OF ONE FRANKLIAN COUNTY ONE (This echnowledgement is to be executed if the Granty is of singular or joint tenemalantmis in common.) STATE OF) as	Before me. a Notary Public in and for said County, personally appeared who acknowledged that	OF, I have hereumo	FOR OND SELL TELEPHONE CONFOUND USE ONLY Engineering District Conformation A.E.C. 217-0 Conformation A.E.C. 217-0 Thes Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since for County Reconcerts Office USE These Since In The County Reconcerts Office USE The
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1100A (WA '08) 62 Sn 15862110 HARLEM ROAD (40'R/W)/ 20'X2'C ALBANY COMPANY PARTNERSHIP (60'R/W)_ ⋖ DWIGHT K. AND SHERRY VANCE PAGE BI4 EXHBIT ROAD RYAN THE NEW AN OHIO OR 14554 AC. ij THOMPSON 5.292 LAMES 3

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PREPARED BY: AMERICAN EASEMENT CORPORATION DRAWN BY THE TEST OF A SECULOMOEN NO. 15677-29

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CORPORATION EC 2178 CROER NO. 15577- 89 EASEMENT PREPARED BY: AMERICAN



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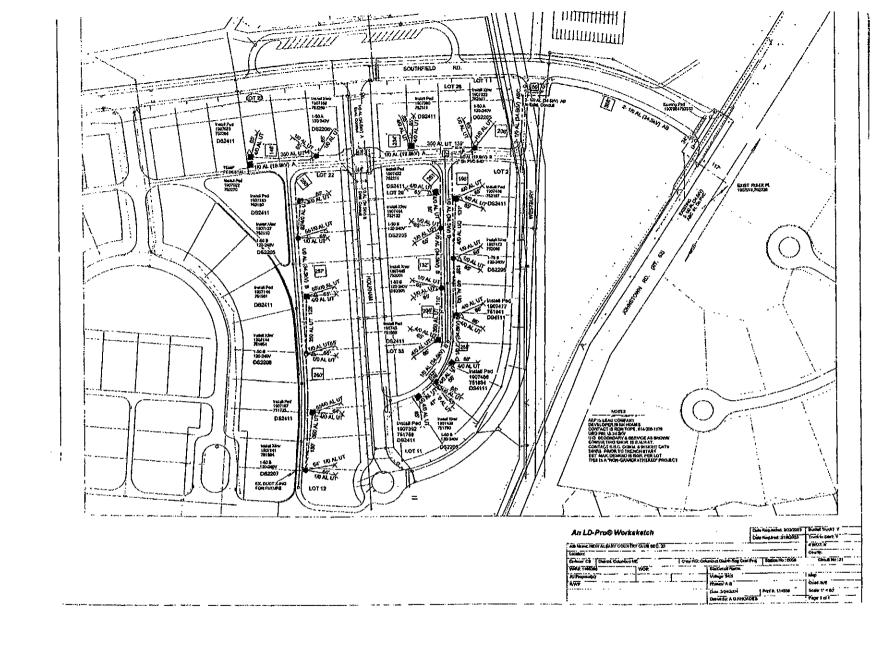
Addendum to Easement & Right of Way

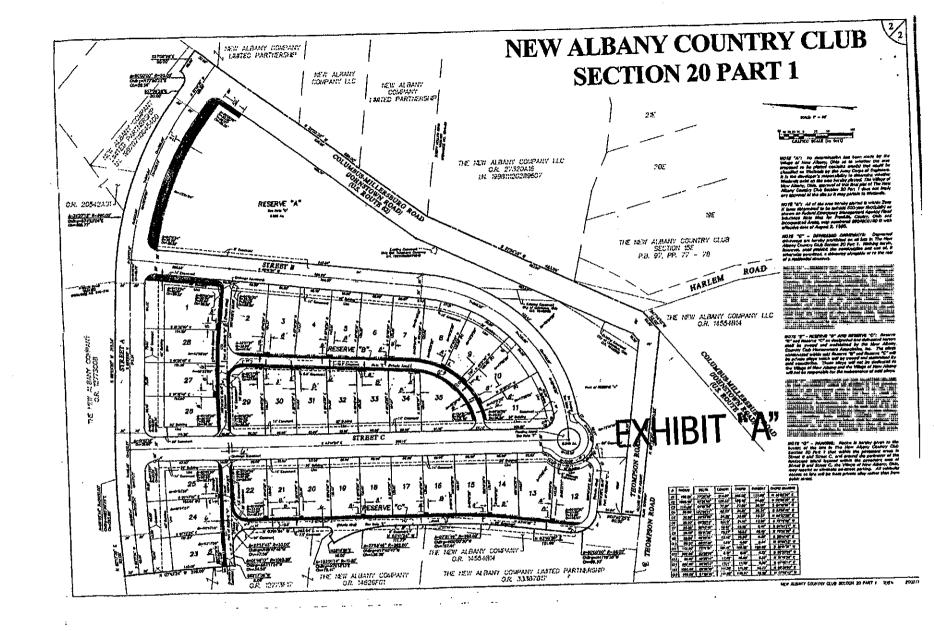
Notwithstanding anything to the contrary stated in the attached Deed of Easement, the Easement is non-exclusive as to Grantee, and is conveyed by Granter with general warranty covenants exclusive of such easements, conditions, restrictions and other matters of record.

properties as necessary, together with the right to bury beneath the surface of the ground on any and all lots within the subdivision, service wires, cable, conduit or conductors for the benefit of any other lots in the subdivision. The granting of this Easement does not preclude the use of the easement area by water, sewer, gas, telephone, cable or other communication companies, provided that such facilities do not interfere with Grantee's facilities. land delineated on the attached drawings, incorporated herein by this reference, to serve buildings and structures within the subdivision and other lands, and to extend electric lines to serve other The Easement shall be constructed and incorporated within the limits of those certain strips of

written consent. By granting this Easement, Grantor is consenting to Grantee's installation of lines, ducts, and/or conduit only underground. No overhead lines shall be permitted without Grantor's express

CALL BEFORE YOU DIG !!!





AFFIDAVIT ON FACTS RELATING TO TITLE

(Sec. 5301.252, Ohio Revised Code)

COUNTY OF FRANKLIN, ss. STATE OF OHIO

Jeffrey A. Miller, being first duly cautioned and sworn, deposes and says that he is employed by E.M.H.&T., Inc., 170 Mill Street, Gahanna, Ohio, as a Land Surveyor, that he is licensed to practice as such in the State of Ohio (Ohio Professional Surveyor registration number 7211), that E.M.H.&T., Inc. signed the subdivision plat entitled 'New Albany Country Club Section 20 Part 1" and shown of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio, and that, as such surveyor, be has knowledge of the facts set forth herein, as contemplated by Section 5301.252 of the Ohio Revised Code.

Affiant further state as follows:

- numbered 1 to 35, both inclusive and areas designated as Reserve "A", Reserve Said plat of "New Albany Country Club Section 20 Part 1" contains Lots "B" and Reserve "C"
- ы Note "E" as, Said plat of "New Albany Country Club Section 20 Part 1" shows Note "D" and

TRANSFERRED NOT NECESSARY

NOT NECESSARY NOTE "D" - RESERVE "A": Reserve "A", as numbered and delineated NOT NECESSARY hereon, shall be owned by the Village of New Albany, Ohio, and maintained by MAR 2 3 2004 the New Albany Country Club Homeowners Association, Inc. Said association JOSEPH W. TESTA Shall maintain said reserve areas for a period ending twenty (20) years after the AUDITOR date of recordation of this plat of New Albany Country Club Section 20 Part 1 in FRANKLIN COUNTY, OHIO the plat records of the Franklin County, Ohio, Recorder, and shall, during said maintenance period, maintain said reserve areas at its cost and at its risk and shall hold the Village of New Albany, Ohio, harmless from actions resulting from said maintenance. Reserve "A" to be dedicated to the Village of New Albany, Ohio at NOTE "D" the time of recordation



"C" as designated and delineated hereon shall be owned and maintained by the New Albany Country Club Homeowners Association, Inc. The alleys constructed within said Reserve "B" and Reserve "C" will be private alleys which will be owned and maintained by said association. These alleys will not be dedicated to the Village of New Albany and the Village of New Albany will not be responsible for the maintenance of said alleys. NOTE "E" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve

Ę The correct language should be,

records of the Franklin County, Ohio, Recorder, and shall, during sai maintenance period, maintain said Reserve "A" at its cost and at its risk and shall recordation of this plat of New Albany Country Club Section 20 Part 1 in the plat records of the Franklin County, Ohio, Recorder, and shall, during said maintain said reserve areas for a period ending twenty (20) years after the date of hereon, shall be owned by the Village of New Albany, Ohio, and maintained by the New Albany Communities Master Association, Inc. Said association shall NOTE "D" - RESERVE "A": Reserve "A", as designated and delineated

AFFIDAVIT ON FACTS RELATING TO TITLE New Albany Country Club Section 20 Part I

at the time of recordation. hold the Village of New Albany, Ohio, harmless from actions resulting from said maintenance. Reserve "A" is to be dedicated to the Village of New Albany, Ohio,

"C" as designated and delineated hereon shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in all of the parts of New Albany Country Club Section 20, which association will be a Albany Country Club Section 20 association. These alleys will not be dedicated to the Village of New Albany and the Village of New Albany will not be responsible for the maintenance of said alleys. "C" will be private alleys which will be owned and maintained by said New Association, Inc. The alleys constructed within said Reserve "B" and Reserve separate entity not included within the New Albany Country Club Homeowners NOTE "E" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve

The Recorder of Franklin County, Ohio, is hereby requested and directed to cross index the instrument number of the within instrument of the aforesaid Plat Book 103, Pages 84 and 85.

Further affiant saith not.

JEFFREY A MILLER * Jeffrey A Miller Professional Surveyor Number 7211

EM. H&T like

Sworn to before me strainshescribed in my presence by the above named Jeffrey A. Miller, Professional Surveyor of E.M.H.&T., Inc., this 22nd day of March, 2004.

And the state of t Notary Public, My Commission expires State of Ohio

TWO PARTY IN THE

Prepared by the affiant This instrument

AMERITECH NON-EXCLUSIVE EASEMENT

Intr: 99708200074949 08/22/1997
Pages: 3 Fee: 518.00 1997
Pages: 3 Fee: 518.00 1997
Pages: 3 Fee: 518.00 19970837453
Franklin County Recorder MEPROC

Undertaking No. 4121097

Easement No.

parallel to the existing fence adjacent to such easement area, together with the right to have underground commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted used, provided, however, all such facilities shall be completely enclosed in an equipment cabinet having a height of no greater than 51", a width of no greater than 58" and a depth of no greater than 17", which cabinet shall be placed upon the easement area such that the 58" dimension is the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to Ohio Bell Telephone Company a.k.a. Ameritech Ohio, an Ohio Corporation, and its affiliates and licensees, successors and assigns (collectively, video and/or information services and/or any other services or uses for which such facilities may be "Grantees") an easement in, under, over, upon and across the Easement Area (described below), ₫*

The Property is legally described as: Situated in the Township of Plan, County of Franklin, State of Ohio, located in Section 3, Township 2, Range 16, United States Military Lands, containing 1.397 acres; more or less, conveyed to The New Albany Company Limited Partnership, a Delaware limited partnership, f.k.a. The New Albany Company, an Ohio general partnership by deed of record in Official Record 13015, Page J15, Recorder's Office, Franklin County, Ohio.

The Easement Area is legally described as: PART HEREOF. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A

Property and has full right and power to grant and convey the rights conveyed herein. The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the

Grantee hereby agrees to restore all property and repair any fences or other improvements disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is to exercise the rights conveyed herein.

쿻 Easement Area without the consent of the Grantse. Grantor shall not construct improvements in the Easement Area or change the finish grade of

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

GRANTOR:

THE NEW ALBANY COMPANY LIMITED PARTNERSHIP / /

CONVEYANCE TAX

EXEMP

(Signature

(Printed)

RANKLIN COUNTY AUDITOR

JOSEPH W.

TESTA

NOT NECESSARY

JOHAN P

JOSEPH W. TESTA AUDITOR FRANKLIN COUNTY, OHIO

WITNESSES:

EGREENE

(Signature) PAMELA MORRIS

COUNTY OF ___ FRANKLIN

(Printed)

Personally appeared before me, a Notary Public, in and for said County and State, this \$\frac{\firec{\frac{\

Notary Public Printed

EATHER

Resident of FRANKLIN County 7-20-55

My Commission expires

GEORGENE A. FEATHER

My Commission Expires 7-20-99 Notary Public, State of Ohio

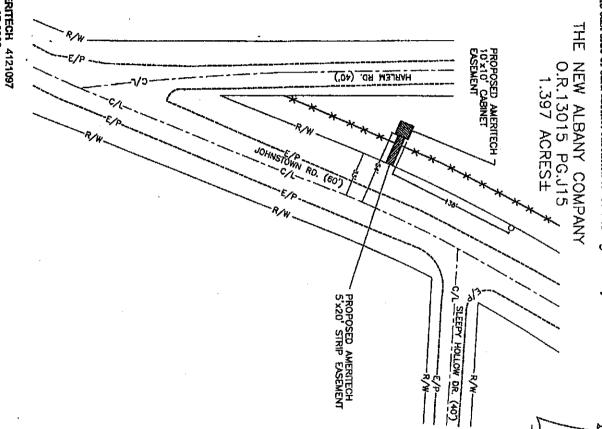
Address of Grantee:
Ameritech Telephone Company
Right of Way Department
150 E. Gay Room 6C Columbus, OH 43215

60606 ADC Job Number 97-3089 This document was drafted by the Amentech Legal department, 30 S. Wacker Drive, Chicago, IL THE OHIO BELL TELEPHONE COMPANY THIS INSTRUMENT PREFARED BY

"EXHIBIT A"

٠,

The easement herein described is situated in the Township of Plain, County of Franklin, State of Ohio, being the property of The New Albany Company, an Ohio general partnership, being a 10 foot by 10 foot cabinet easement located 20 feet from and parallel to the west right-of-way of Johnstown Road with a 5 foot by 20 foot access strip from the east side of said cabinet easement to the west right-of-way of Johnstown Road.



AMERITECH 4121097 ADC 97-3089

TRANSOHIO BOX

DECLARATION

200508

a

COVENANTS AND RESTRICTIONS

FOR

THE NEW ALBANY COMMUNITY AUTHORITY

FRANKLIN COUNTY, OHIO

TIME RECORDED FRANKLIN CO., OHIO

TOSOPT S. TEST SECURED

PARTNERSHIP
FILING DATE 2 3/ 87
RECORDED VOL 10 59 4 PAGE 407
RECORDER PAGE 407
FRANKLIN COUNTY. 01110

EXEMPT EXEMPT OF PALMER C. McFIEAL FRANCILLA COURTY AUDITOR

TRANSFERRED NOT NECESSARY

MAY 24 1991
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

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6.02	6.01	ARTICLE VI	5.08	5.07	5.06	5.05	5.04	5.03	5.02	5.01	ARTICLE V	4.04	4.03	4.02	4.01	ARTICLE IV	ARTICLE III	2.24	2.23	Section No.
Notice of Fiscal Meeting	Fiscal Meeting	PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE	Evidence of Payment	Community Development Charge Lien	Personal Obligation	Refund and Reduced Assessed Valuation	Penalty and Interest	Payment	Amount of Community Development Charge	Establishment of Community Development Charge; Effective Date	COMMUNITY DEVELOPMENT CHARGE	Enforcement of Lien and Collection of Charge	Creation of Lien and Personal Obligation of Community Development Charge	Purpose of Community Development Charge	Community Development Charge Covenant	COVENANT FOR COMMUNITY DEVELOPMENT	EXPANSION	Terms Defined in Chapter 349	Tenant	16999Cos
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	MISCELLANEOUS	ARTICLE X
30	Recording of Amendments	9.04
29	Consent of Private Developer Required During Development Period	9.03
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DECLARATION OF THE NEW ALBANY COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS

"Private Developer"). COVENANTS AND RESTRICTIONS by The This DECLARATION OF THE NEW ALBANY COMMUNITY AUTHORITY New Albany Company, is made on this 2 Ohio and day of May, partnership (the

the Property until any such other real estate is so added). purposes hereinafter set forth (the Initial Property being all of Declaration. collectively with the Initial (Property, the "Property") to this vicinity of the Initial pursuant to Article III hereof subject described in Exhibit A attached hereto and incorporated herein by reference (the "Initial Property") and may estate Private Developer is the owner or in control of certain Private located Developer makes this Declaration for the in Property (the "Additional Property" and, Franklin County, Ohio particularly other real estate in the from time to time

consideration right, legal representatives and successors all such persons, including their respective heirs, personal right, title or interest in the Property or any part thereof which occupied or be binding upon all parties now or hereafter having any shall constitute be improved, held, title Private Developer hereby otherwise or 1 therefor, interest covenants running with the Property and transferred agree that sold, therein, conveyed, subject declares and assigns, acquiring any their and a S encumbered, right, title to the Restrictions that ā part the Property O£ the and and

transferred subject to the Restrictions. held, sold, conveyed, encumbered, leased, occupied or otherwise interest in the Property or any part therein shall be improved,

ARTICLE 1

PURPOSE AND INTENT

Development Charge by each Owner of a Chargeable Parcel. be covered in whole or in part by the payment of the Community Authority in the exercise of its powers under Chapter 349, will authorized by the Community Authority costs of carrying out 0£ including debt service Development Program. county, Community of not less Authority for the purpose of encouraging the orderly development New Community District and the organization of the New Community with Chapter 349. Private Developer desires the creation of the a New Community District which shall be formed in accordance with the organization of a New Community Authority in accordance well-planned, diversified Ohio through the implementation of a New Community Code 349 and that Private Developer intends that the Property shall become 17.15 any other Private Developer will initiate proceedings on New the New Community Development Program, than 1,000 Private Developer anticipates that the cost incurred by the Community Community bonds, notes or and economically sound acres under Chapter 349 of the in northeast Franklin

any part thereof, including hereafter having any right, title or interest in the Property or Charge, running with the land and the establishment of the Community this Declaration is for the purpose of creating covenants In order to provide for the District, Authority's and payment of the Community Development pursuant their respective heirs, personal and New Community Development Program, to which all the implementation persons now or

Community Authority. Charge applicable thereto. Owner of each Chargeable Parcel to pay the Community Development Restrictions, including, but not limited to, the obligation of an acquire and hold such right, title or interest subject to the legal representatives imposed for the benefit of the New Community District and the and their successors and assigns, shall The Restrictions and this Declaration

ARTICLE II

DEFINITIONS

mean respectively: unless the context otherwise requires, the following words shall Declaration, as used in this Declaration including the preambles, In addition ç the terms defined elsewhere in this

2.01. Assessed Valuation.

determination by the amount which is purposes of the tax duplicate common level of time to time) except the reductions described in Section years of age or older (including but not limited to reductions applicable law for the purpose of reducing real estate Auditor of Franklin County, Ohio, for the preceding year improvements thereon) listed on the tax duplicate of the thereof (including collected, an amount equal to the assessed valuation Chargeable Parcel with respect to any year's budget for Ohio Constitution, as the same may be amended from disregarding any reductions pursuant to any for certain persons 0 F) If by reason of any change of law, rate, the the "Assessed Community assessment real **less** the buildings, Board "Assessed Valuation" shall than thirty-five percent of true pursuant property Development Valuation* the is to be determined as an in the to Section 2 of Article assessed valuation for assessed, then means, Charge State structures for persons 65 as is being 0f and

the building permit. mean the cost of the an governmental authority for permit for a single family residence has been issued by the preceding year does not reflect the completed value duplicate of the Auditor of Franklin County, Ohio, for adjusted to equal thirty-five percent of fair market a single family resident Board's the If the assessed assessed discretion, valuation shown single family residence stated on valuation listed on the tax on a Parcel and a building "Assessed Valuation" shall that Parcel, then, solely 9 the duplicate

- to be made under subsection (a) of this Section. discretion by such criteria as the Board may establish from time to time subject to any applicable adjustments determined Parcel for each year thereafter, the Assessed Valuation County, Ohio, "Assessed Valuation" shall mean, as to any Chargeable listed on the tax duplicate real estate or if an assessed valuation has not yet been estate in Franklin County shall ever any other official authorized by Ohio law to assess If the Auditor of Franklin County, Ohio, by the Board in its sole for the preceding year for a Parcel, of the Auditor of Franklin cease to assess and absolute and
- any year, "Assessed Valuation" shall be determined by listed on the Board equitably <u>0</u> Ξf any Auditor's tax duplicate with respect to Chargeable Parcel is not separately apportioning 8 such Chargeable

subdivided or created. Parcel a portion of the Assessed Valuation of the Parcel Parcels from which such Chargeable Parcel was

the Community Authority. 2.02. Board. "Board" means the Board of Trustees of

the Ohio Revised Code. 2.03. Chapter 349. "Chapter 349" means Chapter 349 of

structures and improvements thereon. Parcel 얁 Chargeable Chargeable Parcel. Property, "Chargeable Parcel" means including all buildings,

the improvements thereon, with the exception of the following: Property 2.05. together Chargeable Property. 71th all buildings, structures "Chargeable Property" means and

State of Ohio; and subdivisions or governmental instrumentalities of the of Ohio, improvements of the United <u>a</u> the Community Authority and all other political ile lands, States of America, the State buildings, structures and

Community Authority. commitments made with respect Community Authority Development Charge has been determined by the Board to law provided improvements exempt from real estate taxation under Ohio consistent with the purposes and needs <u>all</u> that lands, such and exemption not inconsistent with buildings, to any obligations of the from structures the Community Of the any and

- Chapter 349. The New Albany Community Authority, established or to 2.06. Community Authority. be established for the District pursuant to a body corporate and politic "Community Authority" means
- to any unpaid amount. and V, including all applicable penalties and interest pertaining Development Charge means the charge established in Articles 2.07. Community Development Charge. "Community Y
- interests in real estate for those purposes. of the Revised Code, and the acquiring entered into by the Community Authority under Section 349.06(M) monuments, storm drainage facilities and other installations or of Community Facilities and any facilities subject to agreements work whether within or without the District, and the construction sidewalks, bikeways and other sewers, sewage collection systems, steam, gas and electric lines, making, installing or constructing water distribution systems, Development" means the process of including by-pass highways, 2.08. Community Land Development. riding clearing streets, trails, common fencing and of real estate and and grading land, curbs, "Community Land gutters,
- made May 23, 1991, Ċ Fi or supplemented in the manner prescribed in Articles III or IX. The New Albany Community Authority Covenants and Restrictions 2.09. Declaration. as the same may from time to time be amended "Declaration" means this Declaration
- Recorded and ending on the date period commencing on 2.10. Development Period. the date all members on which this Declaration is "Development Period" means of the Board are

349.04 of the Revised Code as it exists on the date hereof. scheduled to be elected citizen members pursuant to Section

- means The Chapter 349. 2.11. NO. Albany Community District created pursuant to District. "District" or "New Community District"
- annual meeting of the Board described in Article VI. 2.12. **Fiscal** Meeting. "Fiscal Meeting" means the
- number percent, plus three percent. 5703.47(A) of the Revised Code, rounded 2.13. short Late Payment Rate. rate* determined "Late Payment Rate" means the to the nearest whole pursuant ៥
- or more, but shall not include the Community Authority. more persons or entities, of an interest in: (1) fee simple; (11) reversion; (iii) remainder; or (iv) leasehold estate of 75 years Parcel, the owner of record from Owner. *Owner* time to time, whether one or means, with respect to any
- 2.15. Parcel. "Parcel" means any part of the Property.
- interest therein, including each sublandlord and each assignee of Business at A contractor who is an Owner or Tenant shall have a place of by law and conducted for profit or by a nonprofit organization. Property. commercial or industrial activity or any other activity permitted indirectly by such Owner or Tenant) is conducting a professional, location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or 2.16. Each landlord each Place of Business. of his of construction or any Parcel "Place of Business" means any or any part thereof or work sites on the

such landlord or sublandlord, shall have a Place of Susiness at

- of returning. Place of Residence by leaving it temporarily with the intention the place on returning. and to which, whenever he is absent, he has the intention the A person shall not be considered to have lost his Place of Residence. Property in which a person's habitation is "Place of Residence" means
- specifically designated in the recorded written instrument. Declaration or under a supplemental Declaration and shall be deemed a successor in interest of the Private Developer only as to the particular or assign of the Private Developer under this Declaration and/or designated in a duly recorded written instrument as a successor New Albany Company, interest or P OF, A person interests of the Private Developer only if specifically Private Developer. "Private Developer" means The under an Ohio or such supplemental entity the partnership, shall be Private Developer under Declaration which are deemed a successor and its successors in 9
- instruments conveying lands in Franklin County, Ohio. other office as may be provided by law for the recordation of the office of the Recorder Recorded. of Franklin County, Ohio, or in such "Recorded" means filed for record in
- in Section 1361 of the Internal Revenue Code of 1986, as amended. Place of Residence or any including a partnership or Resident. person or "Resident" an S corporation as defined entity who has a Place of means any person who has a

- obligations provided for in this Declaration. covenants, conditions, Restrictions. restrictions, "Restrictions" charges, liens and other means all
- the Board in his place to receive service of process. the secretary of the Board, or any other person designated by Secretary. "Secretary" means the person serving
- other person or tenancy at will or sufferance. or by permission of the Owner or by permission of or with any written or oral lease, rental or license agreement with the Owner structure or any part occupying any Parcel entity claiming under the Owner, Tenant. of (including any structure "Tenant" means any part thereon) pursuant to a any person or entity thereof or under a and any
- Community District* have the meanings given in Section 349.01 of the Revised Code. Authority", "Community Facilities", "New Terms Defined Community "New Development 5 Community*, Chapter Program", 349. "New The and "New Community terms

ARTICLE III

EXPANSION

successive Declaration. therein. supplemental Declaration being Recorded unless otherwise provided Article IX. consent of Declaration. Property and recording a supplemental Declaration describing the Additional to this Declaration and the Restrictions by the Private Developer Additional Property may from the Owners supplemental Declarations Any expansion may be accomplished in stages Any such Such supplemental Declaration shall not require the subjecting it expansion shall be effective upon such 9 compliance ţ the Restrictions time to time be subjected or in one supplemental with the provisions of and this Â

ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE

- Declaration is Recorded. identify the volume and number of the deed records in which this Code, specifically refer to Recorded shall, in compliance with Section 349.07 of the Revised agreement for a Parcel entered into after this Declaration is Private Developer and each Owner agrees that the Community Authority as provided in Articles IV and V. The Development Charge applicable to the Owner's Chargeable Parcel to deemed to covenant, to pay or secure the payment of the Community or other instrument or conveyance therefor, shall covenant and be covenants, and each Owner of any Parcel, by acceptance of a deed Private Developer as Community the original Owner of each Parcel hereby the Community Development Charge and Development Charge Covenant. every purchase
- for any other purpose the Private Developer for such reimbursement of loans, advances pursuant incurred by the Community Authority in the exercise of its powers Facilities, maintenance of use of the Community Authority to cover Community Development Charge is established for the benefit the acquisition, to Chapter 349 4.02. the land, Purpose of debt service therefor and all other Community Land Development and Community development, construction, operation and (including without Community Development Charge. purposes), and shall not be used or expenditures made to or by all or part of the cost limitation

< Parcel, both to the extent and for the period provided in Article also be the personal obligation shall be a charge and lien Community Development Charge. Creation 9 Lien and Personal of each Chargeable Parcel and shall The Community Development Charge the Owner of each Chargeable Obligation of

Community Authority may become the purchaser. reasonable attorney's fees. Authority shall include all costs of such proceeding, including proceeding, the amount that may be recovered by the Community mortgage under the laws of Ohio. procedures as in the case of foreclosure of a real property appropriate, (including appointment of a receiver, foreclosure sale and, where the Community Authority in the same manner and to the same extent Any lien established under this Declaration may be enforced by deficiency judgment) and Enforcement of Lien and Collection of Charge. In any such foreclosure sale, the In any such enforcement subject to the same

collection on the tax duplicate. Development Charge to the Auditor of Franklin County, Ohio for any Community The Community Authority may also cause the collection of Development Charge by certifying that Community

1 .

other remedy. the Community Authority or now or hereafter existing. addition to every other remedy Authority by this Declaration is intended to be exclusive of any No remedy conferred upon or reserved to the Community Each remedy shall be given bereunder or otherwise to cumulative and shall be in

ARTICLS V

COMMUNITY DEVELOPMENT CHARGE

manner provided in this Article. Authority by the Such Community Development Charge shall 5.02 multiplied by each dollar of the Assessed Valuation thereof. of mills (one mill equals 1/10 of 1%) as determined in Section Valuation of such Chargeable Parcel in the amount of the number an annual Community Development Charge based upon the Assessed the Community Authority, as a charge on each Chargeable Parcel, Effective Date. 5.01. There is Owner of each such Chargeable Parcel in the Establishment hereby 엺 established for the benefit of Community Development Charge; be paid to the Community

Community Authority at its first Fiscal Meeting. date not earlier than September 1, 1991 which shall be set by the The Community Development Charge shall take effect

- dollars (\$100.00) of Assessed Valuation]. year shall be nine number of mills for each dollar of Assessed Valuation for any [ninety-seven and one-half cents Development Charge as provided in Sections 6.03 and 6.04, the waiver, reduction, increase or termination of the Community Amount of and seventy-five one-hundredths (9.75) mills Community Development Charge. (\$0.975) for each one hundred Subject
- provided that if permitted by law the Board may provide for or payable Development Charge for each require such semiannually on due dates determined by the Board; payment Payment. 6 9 Chargeable Parcel One-half made 8 of Ø monthly, bimonthly or the shall be due and annual Community

at more frequent intervals, the Board shall have the power to amended to allow the payment monthly or other increase the frequency of such installments accordingly. to prepay all or any part any installment to the Community Authority, but nothing herein prescribed by the Board. quarterly basis. preclude Owner from agreeing with the Community Authority Each installment shall be paid within the time basis. No Owner shall be required to prepay of If Chapter 349 shall hereafter be of the Community Development Charge the semiannual installments on a

Development Charge is received by the Community Authority. is not satisfied until and unless full payment of the Community Community Development Charge shall remain that of the Owner and the lender; provided, however, that Development Charge installments with mortgage shall, if the the Owner of any Chargeable Parcel on which such lender holds a Community Authority, and (b) so long as such agreement continues, with such lender with respect to any Chargeable Parcel and for Authority may enter into for the escrowing periodic payment of Notwithstanding of Community Development Charge installments such Owner an agreement with any mortgage lender the the escrowed installments foregoing, SO consents, respect thereto directly to the obligation to pay the (a) pay the Community the Community

the installment (A) a penalty interest at the greater of (1) not paid within the period required, there shall be added to to which any 5.04. Penalty and Interest. installment of the Community Development Charge the Late Payment Rate or (11) ten of ten percent thereof and (B) For each Chargeable Parcel

Development Charge. applicable penalties and interest are part of the Community second against the interest accrued to the date of payment. the full amount shall be credited months plus the penalty until paid. plus the interest that percent per year, on the has sum of the amount of such installment accrued first against the penalty and thereon for more than six Any payments of less than The

- the Community Authority with respect to the Chargeable Parcel. credit the same against any other amounts due or to become due to Development Charge has been paid before the date proportionately reduced. Owner, the Assessed Valuation shall be reduced in the same amount reduction, the sole procedure for refund is that the Board shall and the Community Development through 5715.16 of the Assessed Valuation thereof is determined pursuant to Section official assessed valuation of any Chargeable Parcel (by which 5.05. Refund and Reduced Assessed Valuation. reduced for the any Revised Code, upon application of the If any installment of such Community year Charge for such year shall be pursuant 8 Sections 5715.11 such
- attributable to that Owner's period of ownership. including any Development Charge with respect remain personally obligated for the 5.06. Personal Obligation. penalties and interest to his Chargeable payment of the Community Each Owner shall be and thereon, which Parcel,
- including any penalty and interest Development 5.07. Charge with Community Development Charge Lien. respect ដ thereon, shall constitute each Chargeable The Community Parcel,

enacted by the Ohio General Assembly. State of Ohio to the extent made superior by applicable laws political subdivisions or governmental instrumentalities of the of the United States of America, the State of Ohio, and all other whatsoever, excepting real estate taxes and assessments and liens be enforceable in any manner provided in Section 4.04. with respect to such delinquent installment or part thereof shall not paid within the installment of the Community Deveropment Charge on any Parcel is Chargeable Parcel. continuing lien in prior ç al1 period provided favor Ħ other an installment 얁 the liens Community in Section 5.03, the lien and ٥r encumbrances thereon any Authority on such part Such lien of an

respect to such Chargeable Parcel. Such evidence may be conclusively any penalty and interest the amount of any unpaid Development Charge with respect thereto for the current year and shall furnish written evidence prospective purchaser, Owner anyone any mortgagee or lessee 5.08. furnishing Evidence of Payment. mortgagee for Community Development Charge including any the title evidence or opinion with of the amount of the Community of any Chargeable Parcel or any 0 P relied current or any previous lessee thereof, the Board nogu upon by any such party the request of

ARTICLE VI

TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR

- Development Charge except at a Fiscal Meeting. action to waive, Meeting shall be open to the be held on such date as the Development Charge should be waived, reduced, increased (but only Fiscal hereafter provided) or terminated. Meeting Fiscal Meeting. reduce, increase determine Board shall determine. Each Fiscal public, and the Board shall take no whether any of the Community Annually, the Board shall hold a or terminate the Community Any Fiscal Meeting shall
- Fiscal Meeting required by this Article VI. date and hour of the Fiscal Meeting 121.22 of the Revised Code. Such notice shall specify the place, Meeting shall be given Notice of Fiscal Meeting. λą the Board in compliance with section and state that it is the Notice of the Fiscal
- Charge shall be effective if it is inconsistent with the express no waiver, for the early payment of waiver, separate and distinct from any other reduction or waiver, 6.03 may include but is not limited to an additional reduction or of the Community Development Charge authorized by this Section or a portion of the Community any Fiscal Meeting the Board may waive, reduce or terminate all or to a stated date. Notwithstanding any other provision of this Declaration, reduction or Waiver, termination of the Community Development Reduction, the Community Development Charge by an The reduction or waiver of a portion Development Charge for one or more Increase or Termination.

obligations of the outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code. Community Authority under the terms of any

Board millage Section 349.04 of the Revised vote of are scheduled at least six of the seven Board members rate established under the Board may At any Fiscal Meeting ь increase be elected citizen members pursuant to the Community Development Charge Code as held after Section 5.02 by the affirmative #t all members of the exists on the date

every action taken by the Board pursuant to this Article shall of the Community Authority for governed by, and Development Charge is to be collected as reflected in the budget determined that the Community Development Development Charge shall the waiver, reduction or reasonable reserves and the development of funds for set forth in Section 4.02. which the Community reduced or terminated is not needed contingencies; and (b) that year adopted by the Board, which budget may provide Except as otherwise provided and taken with reference to, the fiscal requirements Development Charge be taken only termination any action the year for which the Community for any of the purposes for ä of by the Board relating to has been established as this Declaration: after any of the Community Charge to be waived, the future uses (<u>a</u>

provisions of this Declaration and valid agreements 6.04. of Discretion the Community of the all applicable provisions of Authority, Board. Subject the decision to

of the Board. Charge as provided herein shall be solely within the discretion waive, reduce, increase or terminate the Community Development

ARTICLE VII

COMMUNITY FACILITIES

- other use thereof, shall be subject, however, to the following: Resident shall have a nontransferable privilege to use and enjoy and shall pass with the title, of the Owner's Parcel. for direct use by Owners, and such right shall be appurtenant to, Development within the District that are of the type available Public Land Development. Community Facilities. enjoyment of. Rights of Enjoyment the Community Facilities Each Such rights and privileges, and any Owner shall have a right of in Community Facilities and Community Land Each
- the Community Facilities and Community Land Development. changes, conditions and requirements with respect to, purposes permitted under Chapter 349 and in aid thereof Revised Code, to take out loans under Section 349.06(J) to mortgage Authority bonds or notes under Section 349.08 of the (a) Revised Code or The right of the Board to issue Community or to otherwise encumber, and prescribe to otherwise borrow for
- Facilities and Community Land Development. Cwners the mode of use, not limited to regulations requiring use and regarding Facilities and Community Land Development, including but and regulations pertaining to enforce, (b) The right of the Board to adopt, modify and and and from time to time amend, reasonable rules Residents and limiting the number of guests of who may the use of the Community use the Community

- reasonable classifications. Each fee must be uniform In establishing any charges (including reasonable service and user fees, rentals and other Community Land Development, including availability of reasonable admission, use and other O to fix, alter, each class but need not be uniform between The right of the Board to establish and charge any deposits, such fee, of the Community Facilities and impose, collect penalties the Board may establish fees for the use or the right of the and interest). and receive
- threaten the life, safety or health of a Resident Resident's Place of Residence Resident remains each such against such Owner's Parcel or other user fees, rentals any period during which the Community Development Charge Community Facilities or Community Land Development for Resident Community Facilities or Community Land Development, **Facilities** privilege reasonable period of time, the right of any Owner or the infraction of the rules and regulations relating to the other the right of ingress claiming The right of the Board to suspend (i) for a right of suspension shall not, in itself, of charges 9 any Community to or egress unpaid any Owner through payable by such Owner Resident and Land such delinquent; provided that and the privilege of each 9 ដ from such Owner's Development Place of Business or Owner use ដ S S Community by the the

- utility corporation or public agency. Development or Community Facilities easements Such rights as in or rights the of way over Board may have to grant to any public Community Land
- or Community Facilities. lease all or any part of the Community Land Development Such rights as the Board may have to convey or
- of the Community Authority relating to the Community Land Development or Community Facilities. (g) All applicable provisions of valid agreements
- addition to any other authority they may exercise the Board and, through it, of the Community Authority and are in through (d) are hereby The foregoing rights of the established as part of the authority of **Board stated in clauses**
- the Community Facilities or Community Land Development. Authority for the purposes of acquiring, improving or maintaining subordinate to any mortgage or other lien given by the Community and privileges 7.02. Sybordination to Mortgage or Other Lien. provided ij this Article shall The

77

ARTICLE VIII

DURATION, AMENDMENT AND TERMINATION

- Restrictions. responsibilities and benefits imposed and conferred on it by the Declaration for the until the Community Authority executes and there is recorded an 5 instrument Community Authority shall have no rights or obligations hereunder land when this Declaration effective and shall be and Community by which the Community Authority joins Development Effective purposes Charge shall be collected is recorded; provided, however, that g, Date. deemed covenants running with the of The accepting Restrictions the Ħ and the shall duties, this
- unless terminated pursuant to Section 8,03. shall be automatically renewed for successive ten year periods effect until December 31, 2041, and thereafter the Restrictions this Article, the Restrictions shall continue in full force and beneficiary owns an interest in any Parcel), (ii) each Owner and (iii) all Residents. Unless amended or terminated as provided in the Community Authority (regardless of whether or not any such the benefit of and be enforceable by (i) the Private Developer or Authority and each Owner and Residents; (b) shall be binding upon the Private Developer, the Community and shall be construed as, covenants running with the land; Duration and Effect. The Restrictions and (c) shall inure to (a) shall
- the Community Authority is not declared on or before January 1, shall terminate and shall be null and void; Termination of Restrictions. (a) automatically if The Restrictions

1993 by the Board of date the Community Authority is Code; of the District defined pursuant to Section 349.03 of the Revised be organized and a body politic and corporate and the boundaries termination made by the Private Developer at any time before the pursuant to Chapter 349. Notwithstanding any other provision of pursuant to Chapter 349; or (c) automatically if and on the date defined by the Board of County Commissioners of Franklin County body corporate and politic and obligations of the by the Community Authority under Chapter 349 of the Revised Code. outstanding Community Authority bonds, notes or loans authorized effective to peclaration, no termination of the Restrictions shall be there occurs a dissolution (b) on the the date designated in a written declaration of extent Community County it is inconsistent with the express Commissioners of Franklin County to Authority under the terms of any the boundaries of the District declared of the Community Authority ដ is rendered or lawful be organized as a

State of Ohio which effectively enjoins or prevents the Community executive or legislative action is taken by the government of the Development Charge or (ii) carrying out any other substantial or Declaration or receiving or accepting **important** Community important taking of such action (or such thirty days If a final judicial adjudication duty from (i) implementing or collecting benefit granted to it by this Declaration, the Authority and the Private after or the responsibility imposed on it under this rendition of such adjudication or longer period that they may agree peveloper any other substantial or the Community shall, within

Authority if after the Development Period. Developer if within the Development Period or by the Community designated in a written declaration of termination by the Private Restrictions may be terminated on such date as shall Community Authority under Chapter pertaining to outstanding bonds, notes or loans authorized by the course of action is agreed upon the Private action, and if within such thirty-day (or extended) period no any defect identified upon) attempt to agree upon a Developer, subject in such adjudication or created by such course of action that will remedy t 0 349 by the Community Authority and any applicable restrictions of the Revised Code, **6**

Recorded which shall state the authority for such termination and shall promptly the Restrictions terminate automatically, or entities empowered to effect such termination is Recorded. authority for such termination and signed by the person or entity become effective when a certificate or other document stating the terminated effective date thereof. If the pursuant cause Restrictions ţ Ø certificate this are Section, such termination shall required or other the Private Developer ç document permitted

obligations and liens under the Declaration. termination, Restrictions prior to the date of termination shall survive All rights and obligations including without which had accrued under limitation, all personal such

ARTICLE IX

AMENDMENTS AND SUPPLEMENTS

Authority, is not to the prejudice of the Owners. the Community Authority is formed and, thereafter, the Community amendment which, in the judgment of the Private Developer until to organize the Community Authority; or (v) to make any other Commissioners of Franklin County, Ohio pursuant to that Section filed by the Private Developer permitted by Section 349.13 of the Article III; (iv) to conform this Declaration to any amendment collecting the Community Development Charge; (iii) as provided in accommodate adjustments in the manner or method for billing and typographical or inconsistency or formal supplement formed and, thereafter, the Community Authority, may amend or Owners, the Private Developer until the Community Authority is 9.01. this Without the consent of or notice to any of the Amendments other inadvertent error; (ii) to make Declaration defect or omission or eliminate any or Supplements Not Requiring Consent (±) Revised Code to the petition with the Board ç Cure any ambiguity, of County

whole or in part or terminated without the written consent of not less than 66% of the number of Owners of all Parcels. provision of this Declaration may be amended or supplemented in Owners. Except as provided 9.02. Amendments 2 in Sections Supplements Requiring Consent of 6.03, 8.03 or 9.01, no

duplicate of the such Chargeable Parcel which has For the purposes Auditor of of this Section, "Parcel" shall mean Franklin County, Ohio, or on the 2 separate listing on the

one consent for the Parcel. be deemed to constitute one Owner real estate in Franklin County, and records of any other official authorized by Ohio law to assess and together shall only have all Owners of a Parcel shall

Section 9.98(G) of the Revised Code. consent of any of or on behalf of the holders of such securities or without the the Community Development Charge may to this Declaration and no waiver, the Community Authority may agree that no amendment may be made the Community Authority under Chapter 349 of the Revised Code, In connection with any provider 얁 a "Credit bonds, notes or loans authorized reduction or termination of be made without facility" as defined in the consent

of the Secretary shall be conclusive against all Owners Section 9.98(G) of the Revised amendment or supplement of this Declaration. Revised Code or provider of a "Credit facility" as defined in Authority bonds, notes or loans issued under Chapter 349 of the Private Developer or Declaration, and (b) whether, consented to The Secretary shall determine the any amendment holders of if their consent is necessary, Code have consented to any such any outstanding Community ဝူ (a) whether supplement Such determinations the Owners 엵

written consent of the Private Developer made during the Development Period shall be permitted without the Declaration, no Development Period. 9.03. amendments or supplements Consent Notwithstanding င္ဌ Private any other provision of this Developer to this Declaration Required During

that any required written consents were obtained. Secretary setting forth such amendment or supplement and stating cause to amendment or supplement of 9.04. be Recorded Recording a written instrument certified of Amendments. this Declaration, the Secretary shall Promptly after any by the

ARTICLE X

MISCELLANEOUS

otherwise provided herein. whatsoever, to the extent permitted by law and except as conditions, Declaration 10.01. restrictions or easements applicable to any Parcel shall Priority. take priority The Restrictions contained in this over all other covenants,

name, place and stead for the limited purpose of taking, such action that delegates to the attorney-in-fact, coupled with appoints Private Developer as Developer's reservation, Purchaser such reservation and in order to more fully evidence Private title to a Lot subject to such reservation and, in recognition of order to more fully provide for the inclusion of the Lots as part the transfer of a Lot to a Purchaser, a Purchaser shall take including the Lots as part of the District. beneficial interest and control therein solely for the purpose of its successors and assigns a reservation in the Lots and a of the District, Private Developer hereby reserves to itself and and shall take title to the Lots subject to the Declaration. and Purchaser's successors and assigns, be included as part of recorded but prior "Purchasers") lots which may comprise a part of the Property and 349, Private Developer may 10.02. is necessar; and appropriate, in accordance with Private Developer the authority to take, Reservation. ៥ the District the District (the "Lots"). Purchaser, Subject to the Declaration being such an interest, in such Purchaser's irrevocably Purchaser's being created pursuant sell to purchasers shall be deemed an Owner In consideration of constitutes and true and lawful

The durable power of attorney is Chapter 349, is accepted and established as part of the District. 1993 or the date on which a Purchaser's Lot, in accordance with hereby shall automatically terminate at the earlier of January 1, conveyance from Private Developer Acceptance by Chapter 349, not The reservation and appointment reserved and granted 8 appointment to include a Purchaser of affected by the of. a Purchaser's Lot within the District. the ø death or disability attorney-in-fact or coupled deed or other instrument from any other Owner shall with an interest and as provided

condition subsequent. reverter or, except as provided in Sections create, or shall be construed as creating reservation contained 10.03. No Reverter. No covenant, condition, restriction in this Declaration is intended to a possibility of 5.01 and 8.01, ø

the time as if the illegal, this Declaration, all of which shall be construed and enforced at 0 Declaration or any other section or provision of this Declaration reason, or is inoperable at any time, application thereof, is held to be illegal or invalid part thereof, made, assumed, entered into, done or taken under any other Restriction, agreement, this Declaration, inoperability or action, or part thereof, made, assumed, entered into, done taken under this Declaration Severability. shall or any Restriction, agreement, obligation, not invalid or inoperable portion were affect In case any section or provision or a Restriction, or that illegality, invalidity obligation, act or action, the remainder of

effective, operative, made, assumed, action, part, or application, all of not to time in the manner and to the full extent permitted by law from time section, inoperability shall not contained provision, Restriction, agreement, obligation, act, therein. affect any legal, Any illegality, which shall be deemed to be entered into, done or taken valid and operable invalidity OF.

Declaration. persons and entities benefited or bound by the provisions of this contrary, such construction shall be final and binding as to all adjudication authorized herein to act, shall 10.05. of. by a this Construction. court Declaration, and, 0f competent have the right to construe the The Board, where specifically in jurisdiction the absence ç

meaning or construction of the contents of this Declaration. Sections are 10.06. for Headings. convenience only The headings and shall not Of the Articles affect and

otherwise impair the application of the extent that the Restrictions cannot be sustained by reason of obligation to pay the Community Development Charge in the amount modification, revision, supplementation and manner, and at supplemented further this Declaration to a section or provision of the Revised Code or to the laws of Ohio Laws action by the 10.07. as from time or superseded. Interpretation and References. Any reference the shall include that section or provision and times provided General Assembly, to time However, no such amendment, the Restrictions, except amended, modified, revised, in this Declaration, or supersession, shall alter 0 R

SUCH Supersession. amendment, modification, revision, supplementation or

the singular shall be deamed to include the plural, and vice gender shall be demand to include Unless the context otherwise indicates, the mesculine the feminine and neuter, apd

Declaration. and "hereunder", and similar terms, mean and refer to this Declaration. unless otherwise stated, are to sections and articles of thir References in this Declaration to sections and articles, The terms "hereof", "herein", "hereby", "hereto",

of the day and year first above written. this Declaration to be executed by its duly authorized partner as IN WITNESS WHEREOF, the Private Developer has caused

Signed and acknowledged in the Presence of:

THE NEW ALBANY COMPANY, an Ohio partnership

By: BLACKLICK INVESTMENTS, INC., Partner

Airdonley - Harrye

Drasident

G. Blackbom.

:82

personally came John W. Kessler, President of Blacklick Investments, Inc., a partner of THE NEW ALBANY COMPANY, who executed the foregoing Declaration and acknowledged that he signed such Declaration as such President of Blacklick Investments, Inc. on behalf of THE NEW ALBANY COMPANY, and that such Declaration is his free act and deed as such officer and the free act deed of Blacklick Investments, Inc. and THE NEW ALBANY COMPANY. Before me, ...

IN WITNESS WHEREOF, and effixed my official seal of NAY, 1991. Н at Columbus, Ohio this 33 M day

Notary STORY OF

CAROL A ROBEY

NOTARY PUBLIC-STATE OF OHIO MY COMMISSION EXPIRES JUNE 21, 1992

This document prepared by: Squire, Sanders & Dempsey 41 South High Street Columbus, Ohio 43215

EXHIBIT A

Description of Initial Property

HOW Albany: Situated in the State of Ohio, County of Franklin, Village of

inclusive, Lot 49, and the area designated as Reserve A of Albany County Club Section 1° as the same are numbered and delineated on the recorded plat thereof, of Record in Plat pages 65 and 66, Recorder's Office, Franklin County, Ohio. Lots 1 through 16, Area within The New Albany Country Club Section through 16, both inclusive, Lots 19 through 33, Book 73, "The New both

13841D09, 14149J1 14548H20, 1615BE1 1615BE14, 14458C0 15341E04, all ref Franklin County, described: Official Records as conveyed 16, United ea 2 - Area within the proposed New Albany Farms Section 1: located in Lots 33, 34 and 35, Quarter Township 4, Township 16, United States Military Lands, being all of those tracts 14149J18, 16158E16, 14458C02, all references being to records of the Recorder's Ohio and being more particularly bounded and to The New Albany Company by 16080A01, (5.993 acre tract) 18, 14586E16, 14048J03, 1680lA 16, 14999J10, 15000A03, 15000A 1554B 15985A01, 15296D09, 14554B 16801A01, 15000A06, 14554B14, y deeds of record;) 14926E14, 1392110 1A01, (1.091 acre to 0A06, 14064D19, Parcel 13921106, IJ and Office, tract) 0£

of that 6.490 acreded of record in Official Record 16080A01;

thence along the easterly right-of-way line of said Reynoldsburg-New Albany Road, the following courses and distances: thence along

point Northwesterly along the arc of a curve to the left (Delta = 1° 11", Radius = 4633.66), a chord bearing and distance of North 7° 10" West, 156.59 feet to a county right-of-way monument at a O Fi tangency. a county right-of-way monument

monument; 8* 20' 15" West, 560.60 feet to a county right-of-way

monument; North 17. **5**8-58* West, 431.85 feet ď a county right-of-way

monument Morth at a point 11• 49. 53" of curvature of a curve West, 105.23 feet to æ ď county the right; right-of-way

₹

Radius = 37" West, West, Northwesterly along the 1702.95 469.56 feet feet), Ç a chord bearing a county right-of-way monument; arc of said and distance of North 9° 15. 00.

North 86" 44' 05" West, 15.09 feet to a county right-of-way

monument; North P. 33. 57" West, 108.51 feet to a county right-of-way

monument North 3° a point • 02" East, 363.06 feet to a S E curvature of a curve to county right-of-way to the right;

Northeasterly along the arc of said curve (Deita = 12° 54° 15' Radius = 1392.39 feet), a chord bearing and distance of North 10° 16' 09" East, 312.93 feet to a county right-of-way monument at a point 0 tangency; and,

North 16° 43' 17" East, 235.57 feet to a county right-of-way monument in the southerly line of that 0.576 acre tract as conveyed to Sham Investment by deed of record in Official Record 10604A20;

0.576 76 acre tract, a distance of a southeasterly corner of said thence South 86* 86° 41° 25" East, along the southerly a distance of 240.39 feet to a found corner of said 0.576 acre tract; 41' 25" line iron pin of said

0.576 acre tract, also along the easterly line of that 0.576 acre tract as conveyed to B.T. and R.K. Duchesne by deed of record in Deed Book 3509, Page 954, a distance of 216.04 feet to an iron pleaned at the northwesterly corner of said Duchesne 0.576 acre tracts also being in the southerly line of that 40.518 acre tract as conveyed to Leslie H. Wexner by deed of record in Official Record conveyed to 14559H11; thence North 17° 9 68 East, along the easterly line of 0.576 acre an iron pin tract,

erso being in the westerly line of that 77.467 acre tract as conveyed to said Leslie H. Wexner by deed of record in Official also being 40.518 the thence South 86* 14559H11; southeasterly corner acre tract, 9 35' 30" East, along the southerly line of said distance of 1610.46 feet to an iron pin found corner of said 40.518 acre tract, said iron pin sterly line of that 77.467 acre tract as o an iron pin found tract, said iron pin

thence South 3° 10' 32" West, along the westerly line of said 77.467 acre tract, also along the westerly line of that 97.697 acre tract as conveyed to said Leslie H. Wexner by deed of record in Official Record 14559H11, a distance of 3027.88 feet to an iron pin found at the southwesterly corner of said 97.697 acre tract, also being the northwesterly corner of that 3.338 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13912112;

thence South 3° 14° 03° West, along the westerly line of said 3.338 acre tract, also along the westerly line of those tracts of land as conveyed to The New Albany Company by deeds of record in Official Records 12678J15 and 1574OF07, a distance of 473.14 feet an iron pin found at w 7 the northeasterly corner of said 6.490 03" West, acre Ç

thence North 86° 15' 25" West, along the northerly line of said 6.490 acre tract, a distance of 1314.41 feet to the place of beginning, containing 139.113 acres of land, excepting, however, that 8.589 acres and 1.970 acres tract as conveyed to Paul F. Welsh and Janis S. Walsh by deed of record in Official Record 15360204 and that 3.002 acres and 2.000 acres tract as conveyed to William K. Gerber and Pamela L. Gerber by deed of record in Official Record 16110H11, leaving a net acreage of 123.552 acres of land, more or

Area 3 - Area comprising Kessler estate: Being part of Lots 2 and 28 in Quarter Township 4, Township 2, Range 16, United States Military Lands, and being all of the land conveyed to Robert V. Underwood of record in Deed Book 3631, page 72, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

said Lot 27 and in the centerline of State Route \$161 (Dublin-Granville Road) at its intersection with the easterly New Albany Corporation line, said spike also being the northeast corner of the 73.743 Acre tract conveyed to New Albany 74, Ltd. (Deed Book 3013, page 162), and being the northwest corner of the tract herein described;

Thence, along said centerline of State Route #161, South 89 degrees 46 minutes East, 1,333.80 feet to a railroad spike set at the northwest corner of the 7.903 acre tract conveyed to the State of Ohio, Department of Highway Safety (Deed Book 1951, page 40), (said spike being 2,600.00 feet westerly from a spike found at the centerline intersection of said State Route #161 and Kitzmiller (County Road #110);

line of the 62.288 Acre tract conveyed to New Albany 42, Inc. (Official Record 9529E15, said Recorder's Office), and along the west line of the 40.164 Acre tract conveyed to New Albany 42, Inc. (Official Record 9463G09, said Recorder's Office), South 0 degrees 15 minutes 29 seconds West, 3,439.75 feet to an axle found at the southwest corner of said 40.164 Acre tract, and in the north line of the 96.836 Acre tract conveyed to New Albany 100, Inc. (Official Record 9463G05, said Recorder's Office), (passing an iron pipe found at 29.58 feet, and an iron pipe set & 30.0 feet), said axle also being South 89 degrees 56 minutes 19 seconds West, 1,366.76 feet from an iron pipe found at the southeast corner of said Farm Lot 28; Thence, along the west line of said 7.903 Acre tract, the west

Thence, along the south line of said Farm Lot 28, (part of the north line of said 96.836 Acre tract), North 89 degrees 29 minutes 21 seconds West, 1,338.53 feet to an iron pipe found at the northwest corner of said 96.836 Acre tract, said pipe also being the northeast corner of the 33.6383 Acre tract conveyed to New Albany 74, Inc. (Official Record 9799209), southeast corner of the 73.743 Acre tract conveyed to New Albany 74 Ltd. (Deed Book 3013, page 162, said Recorder's Official, and being North 89 degrees 51 minutes 47 seconds East, 1,804.43 feet from a Franklin County Monument Box

found in the centerline of Reynoldsburg-New Albany Road, (County Road #6);

Thence, along the east line of said 73.743 Acre tract, and alpart of the line common to Plain Township and New Albany Corporation, North 0 degrees 20 minutes 12 seconds East, 3,433.27 feet to the point of beginning, (passing a set iron pipe at 3,403.27), containing 105.411 acres, more or less. line of said 73.743 Acre tract, and along

Basis of bearings is the centerline of State Route #161 as referenced in said State of Ohio 7.093 Acre tract (Deed Book 1951, page 40). Iron pipes set are 30" \pm 1" 0.D. with orange glastic caps inscribed "P.S. #6579".

Area 4 Area comprising Wexner estate: being 107, 20, 29, 30, 31, 33, 34, 35 and 36, Quarter Township 4, Township 2 Range 16, United States Military Lands and being all of that 3.87 acres, 101.238 acres, 40.518 acres, 77.467 acres, 11.343 acres, 5.009 acres, 1.123 acres, 29.430 acres, 1.026 acres and 1.771 acres as conveyed to Leslie H. Wexner by deeds of Record in Official Records 14559114, 16087H11 and 14357C10 and being part that 97.697 acres tract as conveyed to said Leslie H. Wexner by corrected in Official Record 14559H11, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows: 4 Area comprising Wexner estate: 30, 31, 33, 34, 35 and 36, Quarter rownship 4, Township 2, being all of that 3.875 Being locy.ced in Lots Township 2, being acres deed

Beginning at a railroad spike found in the centerline of Kitzmiller Road on the southerly line of said Lot 31, also being the northeasterly corner of that 3.338 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13912112;

thence North 86* 21* 54" West, along the northerly line of said 3.338 acre tract, also being the southerly line of said Lot 31, a distance of 1476.62 feet to an iron pin at the northwesterly corner of said 3.338 acre tract, also being the southwesterly corner of Lot 31 and being in the easterly line of that 121.347 scre tract as conveyed to The New Albany Company by deed of record in Official 15341E04; corner of Lot

thence North 3 19 32 East, along the easterly line of State 121.347 acre tract, also being the easterly line of Lots No. 3 and 35, a distance of 3027.88 feet to an iron pin found at the northeasterly corner of said 121.347 acre tract; line of said Lots No. 33, 34

thence North 86° 35' 30" West, along the northerly line of said 121.347 acres tract, also the northerly line of that 0.576 acre tract as conveyed to B.T. and R.K. Duchesne by deed of record in Deed Book 3509, Page 954, a distance of 1841.59 feet to a Franklin County right-of-way monument found in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northeasterly along the arc of (Delta = 9° 22' 18", Radius = 2602.32), a of North 11° 43' 48" East, 425.17 feet to right-of-way monument; a curve to the right chord bearing and distance a Franklin County

thence South 86° 25' 42" East, along the southerly line of that 1.090 acres tract as conveyed to The New Albany Company by deed of record in Official Record 14808C20, a distance of 258.51 feet to an iron pin found at the southeasterly corner of said 1.090 acre tract;

K.L. and distance Official said 0.918 acre thence North 4° acres tract, also along the easterly line of said as conveyed to The New Albany Company by deed of record in al Record 13738H06 and that 0.918 acre tract as conveyed to Ind B.M. Hirson by deed of record in Deed Book 3614, page 14, ICE of 450.32 feet to an iron pin at the northeasterly cond 0.918 acre tract; 0

thence North 86. thence North 86 25' 42" West, along the northerly line of 18 acre tract, a distance of 265.65 feet to an iron pin set easterly right-of-way line of said Reynoldsburg-New Albany Road;

Official Record thence North 4° 36° 23" East, along the easterly right line of said Reynoldsburg-New Albany Road, a distance of to an iron pin found at the southwesterly corner of that tract as conveyed to B.S. and P.M. McAllister by deed of Official Record 766H16; easterly right-of-way record in 60.00 1.090 acre

thence McAllister along acres tract, the southerly, eastereasterly and northerly lines of said courses and distances;

South 86° 25° 42 East, 265,59 feet to an iron pin found;

North • 32 37" East, 150.00 feet to an iron pin found; and,

Reynoldsburg-New Albany Road; North 86 22 26 West, 265.42 feet to a Franklin County right-of-way monument in the easterly right-of-way line of s

Reynoldsburg-New Albany Road, thence along the easterly right-of-way line of said the following courses and distances:

right-of-way monument; North 6* 52' 07" East, 126.67 feet to a Franklin County

right-of-way monument; **1**2 41' 50" East, 150.07 feet and, to a Franklin County

North 4° 36' 23" East, 342.41 feet to a Franklin right-of-way monument at the southwesterly corner of tract as conveyed to Christian Voice of Central Ohio record in Official Record 3527Il0; North 4. Ä. County that 5.000 acre deed

thence South 86*
5.000 acre tract, a southeasterly corner of 86° 26° 24" East, along the southerly line of said a distance of 619.99 feet to an iron pin found at corner of said 5.000 acre tract;

5.000 acre tract, a distance the northeasterly corner of thence North 4° 36° 23° East, along the tract, a distance of 325.00 feet asterly corner of said 5.000 acre North 4 36. 23* easterly line of said tract, also to an iron pin set being in the

southerly line of that 26.445 acre tract as conveyed to Christian Voice of Central Ohio by deed of record in Official Record 9503B13;

thence South 86° 26' 24" East, along the southerly line of said 26.445 acre tract, also along the southerly line of that 73.793 acres tract as conveyed to The New Albany Company by deed of record in Official Record 16314Al2, and being the northerly line of Lot 36, a distance of 1134.29 feet to an iron pin found at the southeasterly corner of said 73.793 acres tract, also being the southwesterly corner of that 105.411 acre tract as conveyed to John W. and Charlotte P. Kessler by deed of record in Official Record 14559116, said iron pin also being the common corner of Lots 36, 37, 28 and 29;

corner of said 105.411 acres tract, also being the southwesterly corner of that 40.178 acre tract as conveyed to The New Albany Company by deed of record in Official Record 14554B14; 105.411 acre tract, also distance of 1338.44 feet thence South 86° 03 59" East, along the being the northerly to an axle found at along the southerly line of sai northerly line of said Lot 29, the southeasterly said

thence South 86* 38' 15" East, along the southerly line of said 40.178 acres tract, also being the northerly line of said Lot 29, a distance of 1366.66 feet to an iron pin found at the common corner of Lots 28, 29, 21 and 20;

thence South 86° 14' 13" East, continuing along the southerly line of said 40.178 acre tract, also along the southerly line of that 1.002 acres tract as conveyed to The New Albany Company by decreord in Official Records 13264C03 and 13263J18, said line also being the northerly line of Lot 20, a distance of 713.20 feet to a railroad spike in the centerline of Kitzmiller Road at the southeasterly corner of said 1.002 acres tract;

thence South 29° 24' 29" West, along the centerline of said Kitzmiller Road, a distance of 1278.38 feet to a railroad spike the northeasterly corner of that 0.957 acre tract as conveyed to D.E. and E.M. Kaercher by deed of record in Deed Book 3681, Page to a railroad spike at 601;

0.957 acre tract, thence along the north ly, westerly and southerly lines of said the following courses and distances:

North 82° 22' 29" West, 145,27 feet to an iron pin found;

North 3° 00' 43" East, 124.97 feet to an iron pin found;

North 84° 01' 21" West, 220.00 feet to an iron pin found;

South 13° 04. 26 west, 130.00 feet to an iron pin found;

South 76° 38 02" East, 186.34 feet to an iron pin found;

South 50° 02' 01: East, 56.29 feet to an iron pin found; and,

said 0.957 acre tract; South 82* 21' 04" East, 130.64 feet to a railroad spike in centerline of said Kitzmiller Road at the southeasterly corner

thence South 29° 24° 29° West, along the Kitzmiller Road, a distance of 109.99 feet point of curvature of a curve to the left; 29" West, along the centerline of said nce of 109.99 feet to a railroad spike at

thence southwesterly along the arc of said curve (Delta = 12° 42' 06", Radius = 1142.74 feet), a chord bearing and distance of South 23° 03' 26" West, 252.81 feet to a railroad spike at the northeasterly corner of that 1.024 acre tract as conveyed to P.W. and S.S. Minaugh by deed of record in Deed Book 3647, page 478;

thence along the northerly, westerly and southerly 1.024 acre tract, the following courses and distances: lines of said

North 73° 20' 50" West, 259.97 feet to an iron pin found;

South 13° 00' 13" West, 202.12 feet to an iron pin found; and,

South 86° 16' 57" East, a distance of 262.61 ferspike found in the centerline of Kitzmiller Road at southeasterly corner of said 1.024 acres tract; feet to a railroad the

thence along the centerline following courses and distances: of said Kitzmiller Road,

South 9. Southwesterly along the ...
Radius = 1142.74 feet), a the arc of a curve to the left (Delta = 0°74 feet); a chord bearing and distance of 3.03 feet to a point of tangency;

point South 9° 22' 11" of curvature of West, 283.72 a curve to the right; feet to a railroad spike at

Southwesterly along the arc of said curve (Delta = 10° 43' 39°, Radius = 1908.62 feet), a chord bearing and distance of South 14° 44' 01" West, 356.83 feet to a railroad spike at a point of tangency;

point South curvature 20° 05° 50" 0f West, 853.09 feet to a railroad spike at a curve to the right;

Southwesterly along the arc of said curve Radius = 855.88 feet), a chord bearing and di 20" West, 424.27 feet to a railroad spike at g the arc of said curve (Delta ≈ 8° 31° 00° a chord bearing and distance of South 24° to a railroad spike at a point of tangency; the arc of said curve tangency; 00*

1.0

22 angle South 28° 36' 50" West, 1477.08 feet to a railroad spike set at point; and,

South 27° 37' 46" West, containing 357.628 acres of 184.55 feet to the place of land, more or less. beginning,

BOXDM

The New Albany Company, an Ohio gene referred to as "Private Developer"). Supplemental RESTRICTIONS THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS FOR THE NEW ALBANY COMMUNITY AUTHORITY Declaration") is made this 174 day of an Ohio general partnership (hereinafter (the B *First, 1991,

the office of the Recorder, WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in WHEREAS, Franklin County, Ohio;

Additional Property to the covenants, Declaration, the Declaration; WHEREAS, pursuant to the terms of Article III Private Developer reserved the right and restrictions ឧ of the and provisions submit 0f

described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, restrictions WHEREAS, EAS, the located and provisions Private Developer in Franklin County, e F the Declaration; ы. СС Ohio, the owner **Bore** O Fi particularly **all**

supplemented and amended from time to time, which shall real property described in Exhibit A and shall be bind inure to the benefit of, all parties now or hereafter right, title or interest in such property or any part right, title their heirs, ssigns. the Declaration, Private Developer hereby property described in Exhibit A shall be restrictions encumbered, NOW THEREFORE, pursuant to the leased, personal leased, occupied and improved, subject to the covenau and provisions of the Declaration as the same is and amended from time to time, which shall run with described in Exhibit A and shall be binding upon, a and legal representatives, successors powers reserved hereby declares held, sold, in Article III of that all conveyed, thereof, having the covenants, and the real

First IN WITNESS WHEREOF, the Private Supplemental Declaration as the Private Developer ration as of the date has executed this first above writt written.

general THE NEW ALBANY COMPANY, partnership an Ohio

Signed in the presence

By:

BLACKLICK INVESTMENTS,

Kessler,

President

NOT NECESSARY PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, OHIO TRANSFERRED JUL 25 199

PALMER C. COMMERANICE EXEMPT Ž

FILING DATE PARTNERSHIP 12-31-8

RECORDED VOL JOSEPH W. TESTA 10996 RECORDER PAGE

FRANKLIN COUNTY, OHIO

STATE OF OHIO

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this cof July, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Carol a. Willest

Notary Public

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF CHO
MY COMMISSION EXPRES APRE 24.

This Instrument Prepared By: Paul S. Coppel, Esq. SCHWARTZ, KELM, WARREN & RUBENSTEIN

41 South High Street Columbus, Ohio 43215 (614) 222-3000

5551Q 07/17/91

RECORDED FRAKKLIK CO., OHIO

RECONDER'S FEE \$. Joseph W. Tesia, redorder

EXHIBIT A

Hew Albany: Situated in the State of Ohio, County of Franklin, Village e E

United States Military Lands, and being a part of those tracts of land as conveyed to The New Albany Company by deed of record in Official Records 12611J05, 12775E08 and 13409A12, all references being to records of the Recorder's Office, Franklin County, Ohio being more particularly bounded and described as follows: located in Quarter Township 3, rownship 3, Township and being a part of 2, Range 16, those tracts and

Greensward Road at the southwesterly corner of Lot No. 1 of Albany Country Club Section 1" as the same is shown in Plat Pages 65 and 66; f Lot No. 1 of "The shown in Plat Book line

P.X. nail in the centerline of Harlem Road; 0 Fi 38.68 feet to

point Road, thence North in said a distance rth 0° 41' 47" West, along the centerline nce of 223.79 feet to a railroad spike at centerline of Harlem Road; 0f angle Harlem

said Harlem Road, thence North 4° 4° 42° 30° West, continuing along a distance of 185.92 feet to a P. 42. to a P.K. nail; the centerline O Fi

Lot Road, a distance No. 5 of thence South said, 88° 0f "The New Albany Country 274.98 feet to 35 04" East, leaving a point in the westerly Club Section 1"; the centerline of Harlem line Off.

Club Section 1", thence along the the westerly line of said following courses and distances: "The New Albany Country

South ယူ , 13 00: West, a distance of 71.71 feet ç an iron pin;

South 490 36 07" West, a distance of 144.57 feet t O an iron pin;

;aiq South and 350 08. 08" West, a distance of 170.49 feet ç an iron

beginning, c the present 1.119 acres South ယ္မ containing 1.307 acres of which 0.188 right-of-way of Harlem Road, of land, more or less 22 00" West, more œ distance of 100.00 leaving feet a net acre ç lies within acreage of place OĦ.

55510

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ACCEPTANCE BY THE MEN ALBANY COMMUNITY AUTHORITY THE DUTIES, RESPONSIBILITIES AND BENEFITS INFOSED AND CONFERRED ON IT BY DECLARATION OF COVENANTS AND RESTRICTIONS

133620

Community Authority (the Authority) was executed by The New Albany Declaration) WHEREAS, a Declaration of Covenants and Restrictions hereinafter supplemented or amended pursuant to it Private Developer) on May 23, 1991 and filed for record on May 24, 16999C04 in the office of the Racorder, Franklin County, Ohio; and WHEREAS, anticipating and relating to the creation of The New supplemented its terms, (as heretofore Сопралу Albany

established and organized pursuant to Chapter 349 of the Revised Code; and Commissioners of Franklin County, Ohio on August 25, 1992, the Authority was WHEREAS, by Resolution No. 860-82 adopted by the Board of County

benefits imposed and conferred on it by the Declaration; Declaration for there į or obligations under that Declaration until the Authority executes and WHEREAS, recorded the under Section 8.01 of the Declaration, the Authority has no purposes of an instrument by which the Authority joins in accepting the duties, responsibilities Coe

or hereafter imposed and conferred on it by the Declaration. accepting any and all of Declaration, the Authority hereby joins in the Declaration for the purposes of NOW, THEREFORE, the duties, responsibilities and benefits heretofore pursuant to the provisions of Section 8.01 ဓ္က

the date first above written IN WITNESS WHEREOF, the Authority has executed this instrument as of

Signed in the Presence of:

THE NEW ALBANY COMMUNITY

AUTHORITY

Frank Benson, III, Chair

Steven Minick, Treasurer

By:

RECORDER FRANKLIN CO., OHIO 11 30 A.M.

JUL 28 1993

RECORDER'S FEE RICHARD B. METCAJF RECORDES

TRANSFER NOT NECESSARY

CHO Y INDOONIAMALA JOSEPH V. TESTA

JUL 28 1333

JOSÉPH W. TESTA FRANKLIN COUNTY AUDITOR CONVEYANCE TAX EXEMPT

STATE OF CHIC COUNTY OF FRANKLIN)

and acknowledged that he signed such instrument as such officer and that such personally came Frank Benson, III, Chair of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing instrument of The New Albany Community Authority. instrument Before is his free act and deed as such officer and the free act and deed 9 b Notary Public Ħ and for pres County and

official IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at columbus, Ohio, this $\frac{2870}{100}$ day of July, 1993.

Hannenberg (Amixb)

[Seal]

EDYTH M. RAWNENBERG

STATE OF OHIO) SS :

COUNTY OF FRANKLIN)

and deed of The New Albany Community Authority. that such instrument is his free act and deed as such officer and the free act instrument and acknowledged that he signed such instrument as such officer and personally came Steven A. Minick, Treasurer of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing Before Community Authority, ae, Ð Notary Public in and for said County and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my cfficial seal at Columbus, Ohio, this $\frac{\partial f}{\partial x}$ day of July, 1993.

Notary

(Seal)

Notary Public, State of Onio My Commission Expires June 21, 1997 CAROLA ROBEY

This document prepared by:

Columbus, 41 South High Street 1300 Huntington Center Squire, Sanders & Dempsey otto

ENVELOPE FURNISHED



DESIGNATION OF SUCCESSOR DECLARANT

COMMUNITY AUTHORITY

THIS DESIGNATION OF SUCCESSOR DECLARANT (this "Designation") is made as of the 8th day of October, 1998, by THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as "Declarant"), and THE NEW ALBANY COMPANY LLC, a Delaware limited liability company (hereinafter referred to as "Successor Declarant").

Ohio; partnership, predecessor to Declarant, filed that certain Declaration of Covenants, Conditions, and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the Office of the Recorder, Franklin County, WHEREAS, on May 24, 1991, the New Albany Company, an Ohio general

OR 21256D18 in the Office of the Recorder, Franklin County, Ohio; that certain Designation of Successor Declarant dated December 1, 1992 recorded at WHEREAS, Declarant was named as the successor declarant pursuant to

the right to designate a successor in interest of its rights as declarant under the Declaration; and WHEREAS, pursuant to the terms of the Declaration, Declarant reserved

Verys Box. Chidester

obligations of Declarant as declarant under the Declaration. WHEREAS, Declarant has undergone a transaction resulting in Successor Declarant becoming the successor in interest of Declarant to any and all rights and

Declarant to any and all rights and obligations of Declarant as declarant under the Declaration and Successor Declarant hereby acknowledges and accepta such designation Declarant hereby declares that Successor Declarant is the successor in NOW, THEREFORE, pursuant to the powers reserved in the Declaration, interest of

OCT 20 199

obligations. as declarant under the Declaration and hereby assumes any and all such rights and

executed this Designation as of the date first above written. IN WITNESS WHEREOF, Declarant and Successor Declarant have

Signed in the presence of:

THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership

By: N.A. Property, Inc., a Delaware corporation, general partner

Sourcem barries

Name: Jeffley E. Bakun Title: President

Name: Lawes J. Kuntre

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

Signed in the presence of:

By: N.A. Property, Inc., a
Delaware corporation,
managing member

Name: Lawer J. Kwinther

Name: Jeffrey E Fosten

STATE OF Newyork) SS:

Delaware limited liability company, on behalf of the corporation and the company. The foregoing instrument was acknowledged before me this q^{Th} day of 1998, by Leffrey E. Ersten, President of N.A. Property, Inc., a corporation, the managing member of The New Albany Company LLC, a

Notary Public

DARREN K. INDYKE
Notary Public, State of New York
No. 02IN5067514
Qualified in New York County
Commission Expires Oct. 15, 1172

STATE OF New York)SS:

COUNTY OF Newyork

The foregoing instrument was acknowledged before me this $\frac{QT_1}{QT_2}$ day of Line bery 1998, by Leffrey E Epstein, President of N.A. Property, Inc., a Delaware corporation, general partner of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership.

Notary Public

DARREN K. INDYKE
Notery Public, Stete of New York
No. 02IN5067514
Qualified in New York County of
Commission Expires Oct. 15, 13 19

This Instrument was prepared by:

D. Michael Schira, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

ယုံ

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

Company, an Ohio general partnership (hereinafter referred to as "Private Developer"). FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Ninth Supplemental Declaration") is made as of the 3th day of 22cc 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio; WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of

the Declaration; and reserved the right to submit Additional Property to the covenants, restrictions and provisions of WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer

by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration; County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein WHEREAS, the Private Developer is the owner of all the real property located in Franklin

title or interest in such property or any part thereof, and their heirs, personal and legal and provisions of the Declaration as the same is supplemented and amended from time to time, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions representatives, successors and assigns which shall run with the real property described of, all parties now or hereafter having any right Private Developer hereby declares that all the real property described in Exhibit A shall be held, NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration,

Declaration as of the date first above written IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental

PARTNERSHIP, a Delaware limited partnership THE NEW ALBANY COMPANY LIMITED

Signed in the presence of:

Paceria

Chief Executive Officer

TRANSFES NOT NECESSA: 24 DEC 31 1992

AUDITOR FRANKLIN COUNTY, OHIO

CONVEYANCE TAX

STATE OF OHIO) SS.
COUNTY OF FRANKLIN)

Partnership, a Delaware limited partnership, on behalf of the partnership. 1992, by Gary R. Kerney, as Chief Executive Officer of The New Albany Company Limited The foregoing instrument was acknowledged before me this I Hday of Helynlun.

Notary Public

CAROL A. ROBEY

Notary Public, State of Ohio My Commission Expires June 21, 1997

This Instrument Prepared By:

Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3090

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PARTNERSHIP
FLNG DATE 12-28-42
RECORDED WO21405 PAGE 12
RICHARD B. METCALF, RECORDER
FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Township 1, Section 13, Quarter Townships 1 and 2, Quarter Townships 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

222-404		0.667 109.754 10.000 19.975 4.665 98.246 0.935 1.014 0.596	•	2221-233 2222-217 2222-233 2222-233 2222-371 2222-371 2222-558 2223-557
222-412 222-389 222-887 222-517 222-435		1840VBUGO	222-371 (
		5.919 66.656 21.393 55.185 45.333 14.213	# 222-281 # 222-7	, , , , , , , , , , , , , , , , , , ,
<u>PREVIOUS PARCEL NO.</u> 222-1980	169	ACREAGE 26.415 26.415 222-754 0.161 0.856 24.140 10.036 17.894 3.331 0.335	<u>NO</u> .	22-444 22-444 22-339 22-339

- Page 2 -

545-163689 545-163686 545-163687	222-363 222-363				545-196743	r	222-406	222-650	545*187785 222*355 £ 222*220	545-187791	222-200	545-212440 222-292	545-212439	222-662	222-146	1	545-187789, 187790 & 187786	222-853	222-364, 220-241 & 220-320 222-886		222-468 222-358, 22-306 & 22-006	222-498	222-496	222-907	222-897	222-420	222-497 223-497	222-366 222-361	222-450	222-437	222-388	222-218	PARCEL NO.
4.988 1.000 3.000 1.000	5.292 5.015	3.000	0.861 130.155	134.159	38_500	2.000	1.457	1,040	59.731	5.002	1.490		15-770	3.257	2.654	38.680 :	8.691 130.969	0.919	•	98.913 4.484	20.807	3,470	5.338	9.318	8.984	4.806	22.224	22.236	7.074	0.599	1.397	6.230 12.505	ACREAGE
								222-336													222-475 & 222-331												PREVIOUS PARCEL NO.

- Page 3 -

NN	22-55 22-18 22-20 22-30 22-31 22-21 22-24 22-24	PARCEL NO.
2.432 40.446	0.637 0.482 1.500 20.160 2.000 4.899 1.303	ACREAGE

and being more particularly described as follows:

Point 230.00 Beginning feet in the easterly line of parcel northerly from the centerline of Morse ₹. 222-292 Road;

230,00 feet distance of thence westerly, northerly 2335.5 feet from the centerline of to a point; 0f 222-292 and being Morse Road, Ø

No. thence : 222-545, southerly ģ distance being Of. 200.0 feet along the ៥ þ easterly line of parcel point;

centerline of Morse Road, a distance of 150.0 feet westerly being 30.0 feet northerly to a point; Trom the

222-545, a distance line of parcel No. thence northerly along the westerly line distance of 179.7 feet to a point 222-292; ä of said parcel No. the southerly

222-292, thence 9 westerly distance of 얁 along the southerly line 322.0 feet to a point; O H said parcel

thence northerly, a distance of 18.0 feet ន ים point;

the and point; parcel No. 222-339, and being 230.00 centerline of Morse Road, a distance of thence westerly crossing parcel No. 222-292, Harlem Road, 0.00 feet northerly from of 2163.7 feet to a

222-339, a thence distance southerly g, along 200.0 feet an easterly line of ξ a point; said parcel No.

crossing thence parcels westerly, 8 crossing g 222-889, 222point; said 442, parcel No. 222-444 and 222-900, a 222also

- Page 4 -

centerline of U.S. 222-444 thence northeasterly and 222-900, a dis U.S. Route 62 along a southwesterly distance of (Johnstown Road); 428.0 feet line 당 2 point in .

road, a distance of 755.6 1 thence northeasterly feet along 222-900 to a point; the and westerly the centerline line Of f O Fi said

the westerly line of thence easterly along the northerly line of said parcels 222-44 and 222-900, a distance of 824.8 feet to a point in westerly line of 222-339;

unence northerly along the westerly line of said parcel 222-339 and parcel No. 222-363, a distance of 821.6 feet point in the centerline of U.S. Route 62 (Johnstown Road);

the ZO. thence northeasterly along the westerly line of said parcel 222-363 and 222-886, a distance of 150.0 feet to a point in southwesterly line of parcels No. 220-320 and 220-241;

and 220-421, the thence along the southerly line of following courses and distances: said parcels NO. 220-320

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

southwesterly corner of said parcel; Westerly, þ distance of 153.4 feet ç þ point 4

and cnence along 1 220-241, the following courses the westerly line of said and distances: parcels ХO. 220-320

Northerly, a distance of 704.2 feet;

O.F 253.9 Northeasterly feet; along the meanderings O H a ditch, a distance

Northeasterly, a distance of 349.5 feet;

Easterly, a distance of 100.3 feet; and

Northerly, a distance o centerline of Thompson Road: of 223.4 feet ţ a point Ħ. 닭

distance thence northerly of 345.8 easterly line of feet; said the centerline parcels õ 220-320 and of Thompson 220-241, Road,

- Page 5 -

20. thence southwesterly, along an easterly line of 220-320 and 220-241, a distance of 985.8 feet to ៥ D) said point;

centerline of U.S. 230-340 and 220-241, thence easterly l, a distance of Route 62 (Johnst along (Johnstown Road); a northerly line of 324.9 feet Մ a point said parcels ij

westerly line of to a point: thence along parcel No. 222-393, of. ۵ said distance road 0f and along 347.0 feet

parcel No. 222-393, a distance of 438 northerly line of parcel No. 222-364; thence southeasterly along the north 222-393, a distance of 438.5 feet southeasterly northeasterly line of feet to a point in said

222-364, a distance of 490.7 feet to a point; thence easterly along the northerly line of said parcel No.

No. 222-distance 222-364, a... of 980.8 thence southerly, along the 54, also being along feet to along parcel No. a point; easterly 222-886 line 0 f and said 222-450, parcel ø

222-339, a thence distance of 146.1 feet easterly along a northerly line ៥០ ā point; 얁 baid parcel No.

222-339, thence رم ا distance southerly ly along the easterly line of 614.7 feet to a point; feet to a point; Of, said parcel No.

222-339, thence a distance easterly along the northerly 1 of 381.6 feet to a point; line 엱 parcel No.

thence ρų southerly distance of along feet an easterly line of said parcel No. to a point;

0f 222-339, Harlem Road; thence ģ easterly along the northerly line of a distance of 323.0 feet to a point of 323.0 feet to a point said Ä the parcel centerline

ρ distance of 236.2 thence southerly along the centerline of feet to a point; said Harlem

thence easterly, a distance of easterly right-of-way line of Harlem line of parcel No. 222-292; distance of 30.0 feet to a point in the Road, being the westerly

westerly 222-853, a distance thence line of northerly O.F said 408.2 along parcel feet .said to a point; NO. right-of-way line, 222-292 and parcel being

Continued...

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- Page 6 -

line of parcel No. thence a distance easterly, 222-292; y, along of 267.0 the feet ៥ northerly Ņ point line ij of parcel No. the westerly westerly

222-292, thence þ northerly, along distance of 150.0 feet the ៥ westerly a point; line O Fi parcel

0 222-292, Harlem Road; thence westerly along a southerly line 292, a distance of 297.0 feet to a p to a point 엵 said parcel in the center centerline

thence northerly along distance of 50.0 feet to a point; the centerline of Harlem ىم

222-292, thence ce easterly a distance of of 297.0 feet to a point; along northerly line of said parcel No.

thence along parcel No. 222-292, the the westerly and northerly lines the following courses and distances: and

Northerly, a distance of 300.0 feet to a point;

Easterly, a distance of 303.0 feet to a point;

Northeasterly, a distance of 360.0 feet to a point;

Easterly, a distance of 162.0 feet ន 9 point; , pre

southerly line of parcel No. 222-359; Northerly, a distance O_f 530.0 feet g עם point ij the

222-359, a distance of 750.7 thence westerly along the southerly line feet ៥ a point; 0£ said parcel No.

222-359, thence northerly along the westerly line of 359, a distance of 281.8 feet to a point; said parcel

unence easterly along the northerly line of said parcel No. 222-359, a distance of 830.0 feet to a point in the westerly line of parcel No. 222-759.

southeasterly 222-358 thence northerly distance distance of 1053.2 feet to corner of Parcel No. 222-497; along the westerly line of said to <u>p</u>ı point parcel at ¥o.

southwesterly 222-497, thence westerly distance corner of said parcel; along the southerly line of said of 432.5 feet to a point parcel 4 Zo.

southeasterly right-of-way line 222-497, thence Ù northerly along the westerly line of said parcel distance of 365.7 feet to a point in of Sleepy Hollow Road;

- Page 7 -

the northwesterly No. 222-498 and in the southerly line of parcel No. northeasterly sterly line of and 222-496, said parcel No. 222-496, a distance of 1076.5 along said right-of-way line and along said parcel No. 222-497 and parcels 222-891; feet to and ď point

thence westerly along the southerly line of said 222-891, a distance of 36.9 feet to a point; parcel

being the southeasterly line of parcel No. 222-366; northwesterly thence northerly distance right-of-way along the westerly line of said parcel No. of 27.4 feet to a point in the line feet ne of Sleepy Hollow Road, also

parcel No. 222-366; distance of 1039.9 feet to a point in the right-of-way westerly line of said a

southeasterly corner of parcel No. 222-437; 222-366, thence northerly along the westerly line of said distance R 618.4 feet ç ø nid parcel point at the ¥0.

Q 222-437, U.S. thence westerly along the southerly line of 437, a distance of 993.0 feet to a point Route 62 (Johnstown Road); said in the parcel centerline

thence southwesterly along the centerline of said distance of 730.3 feet to a point in Sleepy Hollow Road; Of said road, þ

northerly line to a point; easterly sterly along said Sleepy Hollow Road and along the of parcel No. 222-897, a distance of For

222-897; thence a distance southerly ly along of 589.7 feet the ф О easterly a point; line 9 parcel No.

northeasterly corner of said parcel No. 222-907; 222-907, thence easterly along the northerly line of said distance ဝ္ဌ 381.1 feet g עם point parcel at the No.

222-907, a distance of 445.1 feet to southeasterly corner of said parcel No. 222-907; thence southerly along the 0f 445,1 easterly line of said 6 ים point at tho.

222-907, a Harlme Road; thence westerly along the southerly line of said distance O. 941.3 feet to a point in the parcel centerline

Q F distance of parcel No. thence northwesterly along the centerline of Harlem 35.0 feet 222-883 to a point in the isoutheasterly corner Road,

Page æ

222-883, thence westerly along the southerly line of said parcel No. 883, a distance of 752.7 feet to a point in the centerline r.s. Route 62 (Johnstown Road);

Thompson Road; thence northeasterly along the centerline o F 728.0 feet ď D) point ĭ the Of. intersection of said

0 460.9 feet thence westerly along the being the southerly line of parcel No. 222-909, a distance to a point; centerline of said Thompson

222-909, a distance of line of parcel No. 222-871; northerly along the westerly line of said a distance of 437.0 feet to a point in in the parcel southerly

222-871, a thence distance of westurly along the southern line of 439.0 feet to a point; said parcel

southeasterly corner of parcel No.. 545-163692; 222-871, northeasterly, a distance along the westerly line of said parcel O.F 174.2 feet ρ point

northeasterly westerly ø corner of parcel No. distance along of the 981.1 southerly 545-163691; feet Ç line ω parcel

said parcel No. 545-163691, the following courses and distances: along the easterly, southerly and westerly lines

southerly, a distance o centerline of Thompson Road; O F 601.2 feet ៥ þ point Ä the

g point; and, along said centerline, a distance of 217.6 feet

southerly line northerly, of parcel No. 545-163692; D) distance 0f 599.5 feet ៥ ρ point ij the

parcel No. thence 545-163692, along the the southerly following courses and and westerly distances: lines said

westerly, a distance of 196.8 feet to a point;

northerly, a distance of 678.1 feet to a point;

westerly, þ distance of 2736.5 feet to a point;

northerly, a distance of 514.8 feet ţ ω point;

a distance of 1380.4 feet ដូ ω point;

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545-163692, also being along the westerly line 545-163688, a distance of 1593.2 feet to a point; thence northerly along the westerly line of said parcel 0 parcel . 0 No.

No. southwesterly corner of parcel thence easterly, along 545-163688, a distance of 2694.9 the NO. northerly 545-208819; teet 8 line of said parcel ىم point 라

No. 545~208819, thence northerly, ald along Of. 1568.1 feet to a point; the westerly line of said parcel

ਲ 0. 545-208819, thence easterly, a distance of along the 2017.2 feet northerly to a point; line of, said parcel

545-208819, thence northerly, along a distance of 85.0 a westerly line of said parcel feet to a point;

ZO. centerline of thence easterly, 545-208819, **Harlem** ىم along the distance Road; 얁 northerly 816.6 feet line to a of point said parcel in the

Of. distance parcel No. thence southeasterly along the centerline of Harlem 0 f 528.6 for 222-517; feet ď a point at the northwesterly Road, corner

parcel thence ĕ. along t 222-517, the the following northerly courses and westerly and distances: lines Qf. said

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet ç a point; and

easterly, a distance of 107.4 feet southwesterly corner of parcel No. 222-517; ន o point at the

222-517, a distance of 356.7 fe northwesterly corner of said parcel; thence northerly along the westerly line of 356.7 feet to a of said parcel point 2

point 222-517 and parcel thence 5 the easterly westerly No. line of Parcel No. 222-217; along the northerly line of said parcel No. 222-370, a distance of 1055.3 feet ៥ ىم

O.F chance northerly along the westerly line of said 222-217, a distance of 1677.8 feet to a point in the of State Route 161 (Dublin-Grand) (Dublin-Granville Road); centerline Parcel No.

distance southerly line thence ç westerly 533.5 feet to a point; of y along parcels the No. 545-212439 centerline of said road and the and 545-212440, ىم

distance thence 545-212439, ! ance of 2169,1 northerly 545-212440 feet along to a point; and the parcel westerly ŏ. line of of said parcels 545-187789, a

ij.

٩,

- Page 10 -

545-187789, a distance of 593. line of parcel No. 545-187791; thence westerly, a distance along a of 593.0 along southerly feet to a point line of said parcel point in the east easterly

southeasterly corner of 545-187791, thence southerly ø distance along the easterly said parcel; ဝှ 207.0 feet line ដ 0f W said parcel point at

545-187791, thence westerly ρ distance of along the southerly line of said parcel e of 1277.9 feet to a point; a point; ĕ o

545-187791, thence along the westerly line of sa the following courses and distances: westerly 0f said parcel ZO.

northerly, a distance of 273.4 feet to a point;

centerline of Harlem Ruad; westerly, ø dist ince 읁 280.4 feet g ø point Ħ.

of. northwesterly along the centerline feet **ф** ىم point; of said read, ø distance

easterly, a distance of 280.5 feet CO a point;

northwesterly, a distance of 911.3 feet ç a point;

westerly, a distance centerline of Harlem Road; and 얁 285.3 feet o C ø point 5 the

Of distance said parcel No. northwesterly 0 f 611.4 along 545-187791; feet the the centerline of Harlem Road, a to a point at the northwesterly corner

and the southeasterly corner of parcel 222-307; thence easterly along the northerly line of said -187791, also parcel No. 545-187789, parcel No parcel No. 222-336, a distance of 5566.6 feet to of 5566.6 feet to a D parcel 545-187787 point at

thence northerly along the westerly line 222-307, a distance of 617.3 feet to a point; feet to a point; Q F said parcel

No.. 222-307, a distance of centerline of State Route 605; thence easterly along the 얁 northerly 1304.1 feet: line ថ O F a point said parcel in the 닭

605, thence Ď distance of 444.2 parcel No. 222-390; southeasterly along feet to the centerline a point at the northwesterly O. State Route

222-390, a d. line of parcel thence easterly along the northerly line of said a distance of 512.7 feet to a point in No. 222-354; ב parcel the west westerly No.

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222-354, thence D northerly along the wasterly line of said distance of 424.2 feet to a point; parcel ZO.

222-354, thence ď westerly along a so distance of 452.7 feet southerly line of said parcel No. to a point;

8 thence northwesterly along a westerly 222-354, a distance of 200.0 feat to distance of 200.0 feet to a point: line Of said parcel

222-354, a distof State Route thence se westerly along a southerly line of said a distance of 231.1 feet to a point in the westerly 605; along parcel No. centerline

0f thence northwesterly along distance of 165.4 feet to a point parcel No. 222-411; the at centerline of said the southeasterly road, corner ٠

222-411, a thence westerly along the southerly line of said parcel distance of 1199.6 feet to a point;

ĕo. 222-411, thence northerly, along 222-411, a distance of 1 182.0 the westerly feet ģ Ù point; line 0 fi said parcel

centerline of State Route 605; 222-411, easterly, ď distance along the 1147.4 northerly feet β line of said parcel 9 point ij

₹0. distance 222-354; thence of 155.9 feet to along the r northwesterly the centerline of said corner 0f road, parcel

ĕ. 222-354, thence easterly, a distance along the northerly lin e of 793.4 feet to a point; line of said parcel

thence southerly, a distance of 145.6 feet to a point;

No. 222-354, a distance westerly line of parcel No. thence easterly, ly, along the nort distance of 1783 parcel No. 222-180; 1783.9 northerly 1. 1783.9 feet line ៥ 0f Ø point said parcel in the the

222-180, a thence northerly along the westerly line of said distance of 408.2 feet to a point; feet to a point parcel No.

222-180, a distance Bevelheimer thence easterly along the northerly line of said parcel No. listance of 2718.1 feet to a point in the centerline Road;

easterly line of parcel No. to a point; thence southerly along the centerline of said 222-287, a distance of 1253.1 j feet

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thence westerly along the so 222-287, a distance of 395.2 feet of U.S. Route 62 (Johnstown Road); the southerly line of said parcel the center centerline

parcel No. distance of 90.0 feet to thence 222-180; northeasterly נם along point in the tbe centerline of said road, southwesterly line

parcel No. thence 222-180, northwesterly sterly along the southwesterly line a distance of 503.6 feet to a point; <u>р</u> said

thence southwesterly, along parcel No. 222-180, a distance of northeasterly corner of parcel No. along the southerly nce of 446.3 feet to a 222-284; line point Ö, 4 said 50

ŏ. northerly line 222-284, thence southerly, ىم of parcel No. 222-241; along ce of the easterly ៥ line of said parcel ۵ point

ŭ distance thence along the no of 390.8 feet the northerly line of said Parcel No. to a point; 222-241,

parcel No. thence 222-241, along the the following courses and distances: easterly and southerly lines Of

southwesterly, a distance of 354.0 feet ģ QJ point;

southwesterly, a distance of 151.5 feet ៥ م point;

northwesterly, a distance of 259.3 feet c O þ point;

northwesterly, a distance of 249.9 feet ៥ þ point:

westerly, a distance of 297.7 feet g a point;

westerly, a distance of 218.4 feet to a point; and

northwesterly, a distance southerly line of parcel No. a distance of 146.6 feet 222-284; ៥ Ø point ijŋ the

222-284, a distance of 566.5 line of parcel No. 222-567; thence westerly along the southerly line feet to ø point of said parcel 片. the easterly No.

222-567, a northwesterly thence southerly distance corner of parcel No. O.F along the easterly line 112.9 feet 222-241; ៥ ø of said parcel No. point 46

pras thence parcel No. 222-241, along the northeasterly the following and southeasterly lines of courses and distances:

southeasterly, a distance of 263.8 feet Ö ىو point;

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southwesterly, southwesterly, southwesterly, southeasterly, southeasterly, a distance of 593.7 southeasterly, a distance of 82.8 feet to a point; a distance of 442.8 feet a distance of 771.8 feet a distance of 194.8 a distance of 186.4 feet feet feet to a to a point; ៥ to a to a point; ۵ point; point; point;

222-241, line of p thence northerly along the westerly line of .241, a distance of 467.2 feet to a point parcel No. 222-567; 467.2 feet to a point Said aid parcel No.

westerly courses and distances: thence lines along 0f the he southerly, said parcel northeasterly, easterly and No. 222-567, the following

northeasterly, a distance of 162.0 feet to a point; westerly, northerly, westerly, a distance of 1104.2 feet to a point; southeasterly, a distance of 275.1 feet to a point; southwesterly, southeasterly, southerly, a distance of 150.0 feet to a point; westerly, a distance of 251.8 feet a distance of 562.0 feet to a point; a distance of 48.6 feet to a point; a distance of 60.0 feet to a point; a distance of 396.1 feet to a point; to a point;

westerly, centerline of northwesterly, ance of 417.7 a distance of State Route 605; 178.9 feet g ىم point in the

distance

feet

along the centerline of feet to a point;

State

Route

605,

point;

easterly, northerly, easterly, a distance of 389.7 feet to a point; a distance of 131.5 feet to a point; and a distance of 552.6 feet to a point;

southerly northerly, therly line Of a parcel No. distance ġ, 222-354; 699.8 feet ៥ ימ point in

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ŏ. Ö ä 당 222-390 and 222-307, a distance of 1339.0 the easterly line of parcel No. 222-336; thence westerly, along 222-354, also being 222-354, peing the along southerly the southerly lines of parcels line feet e F ៥ said 9 parcel point

¥0. 222-336, thence southerly, a distance of of 1207.6 the feet to a point; easterly line of said parcel

thence westerly, along 222-336, a distance of 1640.1 line of parcel No. 545-187787; feet ىو southerly to a point line in o F the ad parcel easterly

(Dublin-Granville Road); 545-187787 thence 9 7 and parcel No. southerly along the easterly line of said parcel No. No. 545-187789, a distance of 1674 feet centerline Of, State Route feet 161

distance of 304.0 thence southwesterly vesterly along the feet to a point; centerline 읁 said road, ۵,

545-187789, thence along the westerly and southerly lines the following courses and distances: 0 F parcel

northerly, a distance of 182.8 feet to a point;

westerly, a distance of 201.3 feet to a point;

northerly, a distance of 322.2 feet to a point;

easterly westerly, right-of-way line distance of Morgan Road; 얁 484.2 feet ៥ ρ point in the

distance of northerly, 166.9 feet along то 2 said point; easterly right-of-way נם

easterly, a distance of 415.7 feet to a point;

northerly, a distance of 150.0 feet to a point;

easterly, a distance of 153.3 feet to a point;

northerly, a distance of 393.2 feet to a point; and

easterly right-of-way line of Morgan Road; westerly, نو distance ç 568.0 foot ç þ point in the

courses and distances: westerly thence right-of-way along the lines easterly, lines of s said Morgan Road, northerly, southerly the following and

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northerly, a distance of 50.5 feet to a point;

westerly, a distance of 1256.4 feet to a point;

southerly, a distance of 40.0 feet to a point;

easterly, a distance of 1216.8 feet to a point;

southerly, a distance of 687.6 feet to a point;

northeasterly corner of parcel No. thence westerly ٠ distance along ဓ္ဌ the 1249.9 southerly 149.9 feet .9 feet to a point at 545-212440 and 545-212439; line to a 9 parcel No. the

in the centerline 545-212440 thence and 545-212439, southerly of State Route 161 (Dublin-Granville Road); along the easterly line of said parcel No. 139, a distance of 1233.4 feet to a point

distance of northeasterly along 603.0 feet to a point; the centerline of said road, ٠

thence northeasterly Route 161, ٠ sterly continuing distance of 522.3 along feet to said a point; centerline 0f

222-662, a distance line of parcel No. thence a distance of 620.4 southerly 222-217; along feet 다 e to a easterly _/ line point -0f the parcel No. northerly

222-217, thence ø distance easterly / along the northerly line of said parcel
of 184.9 feet to a point; to a point;

thence southerly, a distance of 23.3 feet to a point;

parcel feet to thence easterly, continuing sel No. 222-217 and parcel to a point in the westerly continuing line of parcel No. 222-233, along the ٠ northerly No. 222-288; distance of 1326.7 line

222-282, a distance or line of parcel No. 222-336; thence northerly, along 961.2 the feet to a point westerly line in the southerly of. parcel

thence westerly along the southerly line of said 222-336, a distance of 341.9 feet to a point; parcel Zo.

Granville Road); northerly 222-336, thence right-of-way northerly, ىم distance along t ce of l the 144.0 4.0 feet of State westerly Ç Route line <u>م</u> point of said parcel 161 (Dublin-5

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thence northeasterly along said northern a distance of 854.1 feet to a point; point; right-of-way line,

thence southerly, a distance of 30.0 feet to a point centerline of State Route 161 (Dublin-Granville Road);

distance 222-255; thence 2 easterly 848.1 feet along to the the northeasterly corner centerline Qf. said road, of Parcel ۵

parcel No. 222-255, thence along the the following courses and distances: easterly and southerly lines Said

southerly, a distance of 216.6 reet to a point;

northwesterly, a distance of 350.0 feet to a point;

northerly, a distance of 41.8 feet to a point;

westerly, a distance of 115.7 feet to a point;

southerly, a distance of 74.1 feet to a point;

easterly line of parcel No. distance of 222-146; 241.2 feet <u>о</u> نو point t de

thence southerly along the easterly line of said parcel 222-146, a distance of 42.7 feet to a point in the northeline of parcel No. 222-288; northerly

20 • northwesterly corner of parcel No. 222-288, thence southeasterly, a distance along the northeasterly line of of 515.3 feet to a point a 222-201; r parcel at the

parcel No. centerline thence 222-201, a distance of 265.0 feet to a of State Route 62 (Johnstown Road); southeasterly along the northeasterly line of point 5 said E E

thence southwesterly distance of 250.0 feet to along t the centerline of said road, a

No. 222-189, a distance of southeasterly line of parcel No. thence northwesterly along the southwesterly line 222-189, a distance of 260.0 feet to a p 260.0 222-288; feet .a . point OF parcel in the

parcel No. thence southwesterly along the southeasterly 222-288, a distance of 859.9 feet to a point; line or T Said

line of parcel No. 222-288, a distance of 316.4 feet thence continuing southwesterly along the southeasterly to a point;

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northwosterly right-of-way Road); thence southeasterly along the northeasterly line 222-200, a distance of 310.9 feet to a polynosterly right-of-way line of U.S. Route 62 point 62 (Jo 9 (Johnstown parcel in the

distance of 244.1 feet to a point; thence southwesterly along said right-of-way line, ø

222-200 and parcel No. 222-233, a distance of point in the easterly line of parcel No. 222-217; 222-200 thence westerly along t E y utherly line or parcel to a

the following thence along the easterly line of said courses and distances: parcel ZO. 222-232,

southerly, a distance of 175.9 feet to a point;

easterly, a centerline of U.S. distance Route 62 O.F (Johnstown Road); 266.7 feet ç and D point בו the

distance of southwesterly, ance of 562.5 feet to a along the point; centerline 0f said road, نو

222-217, a thence distance of northwesterly rly along 326.8 feet a southers to a point; southerly line O.F parcel No.

distance of 158.6 thence westerly feet continuing to a point; along said southerly line, 9

thence southerly, a distance northwesterly corner of parcel No. a distance of 84.9 feet to parcel No. 222-246; a point at the

2.2-246, thence þ easterly, distance of 173.0 along the feet northerly to a point; line 0 F parcel ŏ.

œ Route 62 (Johnstown Road); distance thence southeasterly southeasterly continuing of 294.0 feet to a point i in the along said northerly line, centerline of U.S.

Ç distance of 1342.7 parcel thence ਲ 0 southwesterly 222-431; feet to a point along the at the centerline of said road, northwesterly corner ā

the following courses and distances: along the northerly line of said parcel No. 222-431,

easterly, a distance of 399.9 feet to a point

northeasterly, a distance of 300.0 feet to a point; and

westerly easterly, a distance of parcel No. O. of 492.1 222-218; feet ៩ ø point ij 다

said parcel No. 222-218, the along the westerly, northerly and easterly lines of , the following courses and distances:

northerly, centerline of U.S. Route 62 a distance of 1177.5 feet t (Johnstown Road); ğ Q) point ä

O F northeasterly theasterly along feet to a point; the centerline of said road, a distance

southerly, a distance of 328.0 feet to a point; and

easterly, a distance of southwesterly line of parcel No. distance 0 H 360.9 222-283; feet ៥ ىو point

distances: thence along the southwesterly, northeasterly lines of said parcel No. 222-283, the following and northerly courses and

northwesterly, centerline of U.S. Route 62 ø distance (Johnstown Road); 얁 486.9 feet to a point in the

Ċ, 61.9 northeasterly along the centerline of said road, feet to 2 point; ىم distance

southeasterly, a distance of 428.9 feet to a point;

southeasterly, a distance of 68.6 feet to a point;

easterly, a distance of 378.9 feet to a point; and

northeasterly, a distance of 409.9 feet northeasterly corner of said parcel No. 222-283; feet to a point at

point; 222-283 thence southerly along the easterly line of said parcel 283 and parcel No. 222-431, a distance of 1729.1 feet parcel **X**0.

said parcel No. thence along the northerly, easterly and southerly lines 222-431, the following courses and distances: lines 엱

easterly, a distance of 843.4 feet to a point erly right-of-way line of Reynoldsburg-New Albany Road; in the

feet southerly along point; and. said right-of-way, a distance Q. 1077.

Continued....

Page

AREA NUMBER 1, 1881.0 ACRES

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westerly, easterly line of parcel No Ç, distance 얁 ٠ 222-370; 811.9 feet ថ ρ point ä the

222-370, thence a distance of 645.8 southerly along the easterly line feet to a point; 0 : R said parcel NO.

northeasterly 222-370, thence westerly along the southerly line ٠ corner of parcel No. 222-891; distance 0 1450.8 feat to e H 8z.id ď nd parcel No. the

ĕ • thence southerly, along 222-891, a distance of 3 233.7 feet; the easterly line Q F said parcel

point; and along thence the southeasterly arcs of curves, continuing ø distance along Of. said 805.5 easterly feet g ø

222-891, thence ۵ easterly distance of O.F along the northerly line f 233.7 feet; O Hi said parcel No.

and point; thence along southeasterly the arcs 얁 continuing curves, ø along sa distance said 2 850.5 easterly feet g 11ne نم

Albany Road; point in 222-891 thence and t e easterly along parcel westerly No. y the northerly line of said 222-475, a distance of 1710 right-of-way line of Reyr Reynoldsburg-New said parcel 1710.4 feet

parcel No. thence 222-475, along , the following easterly and courses and southerly distances: lines S E

southerly, a distance of 99.7 feet to a point;

westerly, a distance of 178.0 feet ៥ 9 point;

southerly, a distance of 100.0 feet ដ œ point;

easterly, a distance of 184.6 feet ď ىم point;

southerly, a distance 0f 38.0 feet to a point;

westerly, a distance of 183.9 feet ៥ ø point;

southerly, a distance of 200.0 feet լ 6 point; and

northeasterly corner of ۵ distance parcel of f 80 261.6 222-331; feet ö ø point ij the

Continued....

thence southerly, along the easterly No. 222-331, a distance of 303.6 fee northerly line of parcel No. 222-358; feet line a 6 point said parcel in the

said thence along the northerly, easterry and social distances: lines 0 f

easterly, a distance of 448.2 reet to a powesterly right-of-way line of Reynoldsburg-New Albany point Road; in the

road, southerly, along, a distance of 793.4 the westerly right-of-way feet to a point; line Of

southwesterly, a distance of 258.6 feet to a point;

southeasterly, a distance of 251.9 feet to a point;

westerly, a distance of 680.9 feet to a point; and

southerly, northerly line a distance of parcel No. 0f 222-298; 416.1 feet ដូ þ point in the

said parcel No. thence along the northerly, easterly and southerly lines parcel No. 222-298, the following courses and distances: lines Qf.

westerly right-of-way easterly, () distance line of Raynoldsburg-New Of 1128.5 feet t 0 Albany 9 point in Road;

road, southerly a distance of along 332.0 the westerly right-feet to a point; right-of-way and line OF. said

westerly, easterly line a distance of 1203.5 of parcel No. 222-292; feet ន מ point H the

222-292, a containing thence distance of 1370.0 feet to 1889.0 acres of land, more or southerly along the easterly line of said parcel No. the less. place Of beginning,

Country Excepting, however, try Club Section 1." the following parcels from "New Albany

17 & 18	39	38	37	36	υ G	TOI
222-942	. 222-964	222-963	222-962	222-961	222-960	PARCEL NO.
1.247	0.659	0.608	0-495	0.615	0.679	ACREAGE

Continued..

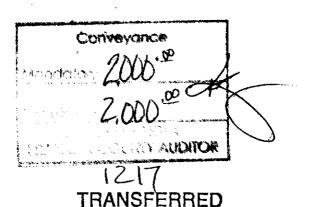
7 77 1

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!	50	48	47	Û	4 1	4	42	41	40	TOI
,		222-973	222-972	222-970	N	22	222-967	222-966	222-965	PARCEL NO.
Total										•
9.246 Acres	0 474	0-474	0.474	0.654	0.702	0.542	0.578	0.583	0.462	ACREAGE

Leaving a net acreage of 1881.0 acres, more acres in City of Columbus, 1182.3 acres in Albany and 15.5 acres in Plain Township. e or less, 683.2 in Village of New

Albany Country and Section 6A. The above described parcel has within in country Club Section 1, Section 2, its boundaries New Section 3, Section 4



20090129001037

Pgs: 5 \$52.00 T20090005374

O1/29/2009 3:30PM BXTITLE FIRST

Robert G. Montgomery

Franklin County Recorder

JAN 2 9 2009

GENERAL WARRANTY DEED

JOSEPH W. TESTA AUDITOR FRANKLIN COUNTY, OHIO

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership, and The New Albany Company, an Ohio general partnership (the "Grantor"), with its principal office located in Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company (the "Grantee", whether one or more than one), whose tax address is 3 Easton Oval, Suite 540, Columbus, Ohio 43219, the following described real property (the "Premises"):

Situated in the State of Ohio, County of Franklin and Village of New Albany and as more particularly described on the attached Exhibit "A".

Split out of Parcel Numbers:

Splits out of 222-002951; 222-000820; 222-002952 and all of

222-000362

Prior Instrument References:

Official Record 12773F17; Official Record 2125E01; Official Instrument Number 199811120289607; Official Instrument Number 200208050191105; Official Instrument Number 200508050191108; and Official Instrument Number 200210180263228, Recorder's Office, Franklin County, Ohio.

Known Address:

Thompson Road, New Albany, Ohio 43054

Subject to covenants, easements, conditions and restrictions of record, road rights-of-way, all applicable zoning ordinances and regulations and all other restrictions and regulations imposed by governmental authorities, taxes for the year of closing and subsequent years, utility, drainage, cable television and similar easements, restrictions and reservations common to THE NEW ALBANY COUNTRY CLUB SECTION 20, and all terms, covenants, conditions, restrictions, encumbrances, liens, obligations to pay assessments, fees and charges, rights and easements set forth in the Master CC&Rs (as hereinafter defined), in the Country Club Community CC&Rs (as hereinafter defined) and in The New Albany Community Authority Declaration (as hereinafter defined).

COVENANTS AND RESTRICTIONS.

Grantee, by acceptance of this conveyance, covenants and agrees and shall be deemed to have covenanted and agreed, for Grantee and Grantee's successors, assigns, heirs and legal representatives: (i) to accept the conveyance of the Premises subject to the covenants, conditions, restrictions, easements,

encumbrances, rights and all other matters set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities, of record at Official Record 16185A01, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Master CC&Rs"); in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community, of record at Official Record 16185C14, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Country Club Community CC&Rs"); and the Declaration of Covenants and Restrictions for The New Albany Community Authority, of record at Official Record 16999C04, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "New Albany Community Authority Declaration"); (ii) to be bound by and comply with the terms of the Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration. The Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

The Grantor has caused this instrument to be executed by its duly authorized officer this 274 day of January, 2009.

GRANTOR:

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

Brent Bradbury, Chief Financial Officer

STATE OF OHIO COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this day of January, 2009, before me, the subscriber, a notary public in and for said state, personally came, Brent Bradbury, the Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal

day and year last aforesaid.

This Instrument Prepared

Under the Direction of: The New Albany Company LLC 8000 Walton Parkway, Suite 120

New Albany, Ohio 43054

(614) 939-8000

EXHIBIT "A" (Page / of / of /)

ACREAGE PARCEL 12.314 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, being out of that 3.0 acre tract conveyed to The New Albany Company by deed of record in Official Record 12773F17, that 6.995 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200208050191105, that remainder of that 6.495 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200208050191108 and part of that 80.323 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200210180263228, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

BEGINNING at the common corner of the southerly terminus of the easterly right-of-way line of Sedgewick Court with a southwesterly corner of Reserve "E", both of record on the subdivision plat entitled "New Albany Country Club Section 20, Part 2" of record in Plat Book 108, Pages 24 and 25;

Thence with the westerly line of said "New Albany Country Club Section 20 Part 2", the following courses and distances:

with the arc of a curve to the right having a central angle of 86°59'22", a radius of 20.00 feet, an arc length of 30.37 feet and a chord bearing and distance of North 57°43'53" East, 27.53 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the left having a central angle of 04°31'13", a radius of 1000.00 feet, an arc length of 78.89 feet and a chord bearing and distance of South 81°02'03" East, 78.87 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the right having a central angle of 95°55'14", a radius of 33.00 feet, an arc length of 55.25 feet and a chord bearing and distance of South 35°20'02" East, 49.02 feet to an iron pin set at a point of tangency;

South 12°37'35" West, a distance of 272.32 feet to an iron pin set at a point of curvature;

with the arc of said curve to the left having a central angle of 08°57'10", a radius of 308.00 feet, an arc length of 48.13 feet and a chord bearing and distance of South 08°09'00" West, 48.08 feet to an iron pin set at a point of tangency;

South 03°40'25" West, a distance of 240.00 feet to an iron pin set at a point of curvature;

with the arc of said curve to the right having a central angle of 90°00'00", a radius of 33.00 feet, an arc length of 51.84 feet and a chord bearing and distance of South 48°40'25" West, 46.67 feet to an iron pin set;

South 03°40'25" West, a distance of 106.00 feet to a magnetic nail set in the centerline of Thompson Road;

thence North 86°19'35" West, with the centerline of Thompson Road, a distance of 835.63 feet to a magnetic nail set at the southwesterly corner of that tract of land conveyed to Dwight K. Vance and Sherry L. Vance by deed of record in Deed Book 3712, Page 188;

thence North 03°08'36" East, with the easterly line of said Vance tract, a distance of 585.00 feet to an iron pin set;

thence across said 3.0, 6.995 and 80.323 acre tracts, the following courses and distances:

South 86°19'35" East, a distance of 630.55 feet to an iron pin set at a point of curvature;

with the arc of said curve to the right having a central angle of 10°33'47", a radius of 325.00 feet, an arc length of 59.92 feet and a chord bearing and distance of South 81°02'42" East, 59.83 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the left having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and a chord bearing and distance of North 59°14'12" East, 28.28 feet to an iron pin set at a point of tangency;

North 14°14'12" East, a distance of 141.24 feet to an iron pin set at the southerly terminus of the westerly right-of-way line of said Sedgewick Court;

EXHIBIT "A" (Page **2** of **3**)

thence South 75°45'48" East, with said southerly terminus, a distance of 50.00 feet to the POINT OF BEGINNING and containing 12.314 acres of land, more or less, of which 2.922 acres are part of said 3.0 acre tract (PID: 222-002951), 6.785 acres are part of said 6.995 acre tract (PID: 222-000820), 2.056 acres are part of said 6.495 acre tract (PID: 222-000362) and 0.551 acre is part of said 80.323 acre tract (PID: 222-002952).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearing are based on North 86°19'35" West, for the centerline of Thompson Road as shown in Bearing are based on North 86°19'35" West, for the centerline of Thompson Road as shown Official Record 26621A14, Recorders Office, Franklin County, Ohio

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

KING

S-8307

Heather L. King

Date

Professional Surveyor No. 8307

HLK: jrm/January 8, 2009

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HEATHER
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362

Split 0.551 Ac out of (222)2952

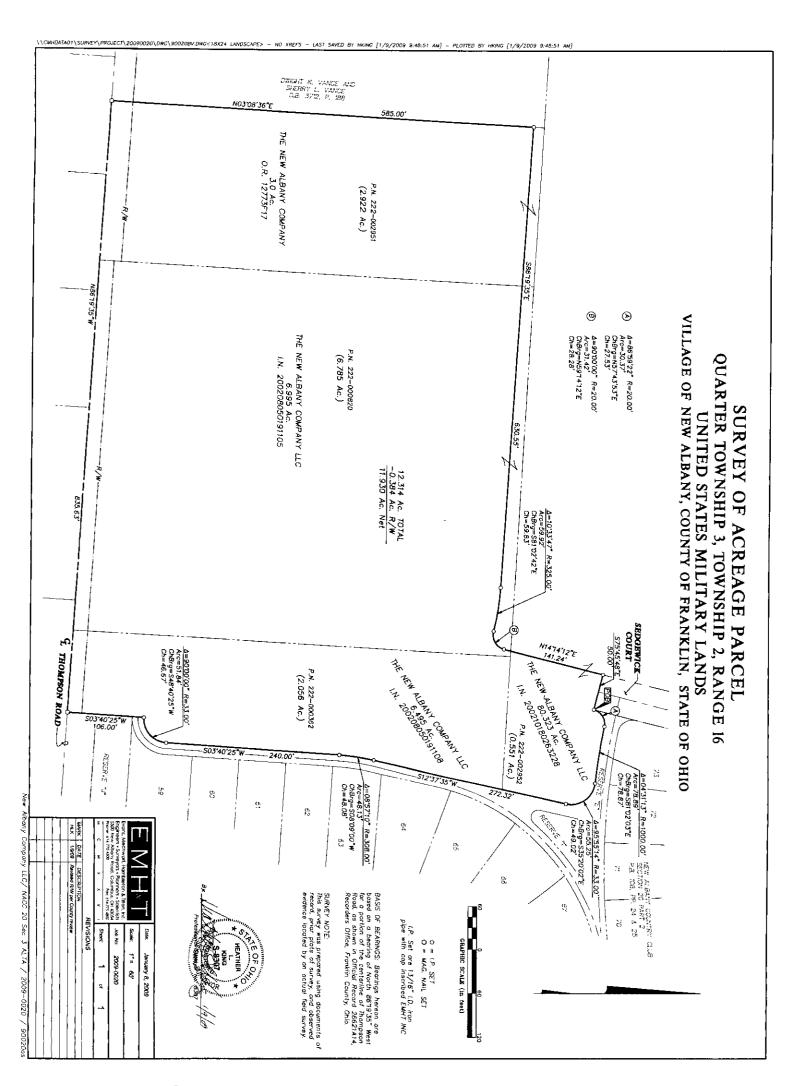
Split 6,785Ac out of (222) 820

Split 2,922 Ac out of (222) 2951

DESCRIPTION VERIFIED

1.15.09 A. Hobart

A. Hobart 1.15.09



1.15.09 A. Hobart

A. Hobart 1.15.09

GENERAL WARRANTY DEED



DEC 1 3 2005 JOSEPH W. TESTA

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership, and The New Albany Company, an Ohio general partnership (the "Grantor"), with its principal office located in Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company (the "Grantee", whether one or more than one), whose tax address is 3 Easton Oval, Suite 540, Columbus, Ohio 43219, the following described real property (the "Premises"):

Situated in the State of Ohio, County of Franklin and Village of New Albany:

Being Lots Numbered Thirty-Six (36) through Seventy-Three (73), both inclusive, and areas designated as Reserve "D", Reserve "E" and Reserve "F" (private alleys), of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 108, Pages 24 & 25, Recorder's Office, Franklin County, Ohio.

Property Addresses and Auditor Parcel Numbers are attached hereto as Exhibit "A"

Split out of Parcel Numbers: 222-002952; 222-002947; 222-000909; 222-000871; 222-

000365; 222-001517; 222-1519; and 222-000362

Prior Instrument References: Official Record 12773C08; Official Record 12773F17;

Official Record 13015J15; Official Record 14554B14; Official Record 14626F01; Official Record 164448H17; Official Record 20542A01; Official Instrument 1997110045402; Official Record 33387I17; and Official Instrument 199707110045400, Recorder's Office, Franklin

County, Ohio.

Subject to covenants, easements, conditions and restrictions of record, road rights-of-way, all applicable zoning ordinances and regulations and all other restrictions and regulations imposed by governmental authorities, taxes for the year of closing and subsequent years, utility, drainage, cable television and similar easements, restrictions and reservations common to THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 2, and all terms, covenants, conditions, restrictions, encumbrances, liens, obligations to pay assessments, fees and charges, rights and easements set forth in the Master CC&Rs (as hereinafter defined), in the Country Club Community CC&Rs (as hereinafter defined) and in The New Albany Community Authority Declaration (as hereinafter defined).

COVENANTS AND RESTRICTIONS.

Grantee, by acceptance of this conveyance, covenants and agrees and shall be deemed to have covenanted and agreed, for Grantee and Grantee's successors, assigns, heirs and legal representatives: (i) to accept the conveyance of the Premises subject to the covenants, conditions, restrictions, easements, encumbrances, rights and all other matters set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities, of record at Official Record 16185A01, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Master CC&Rs"); in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community, of record at Official Record 16185C14, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Country Club Community CC&Rs"); and the Declaration of Covenants and Restrictions for The New Albany Community Authority, of record at Official Record 16999C04, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "New Albany Community Authority Declaration"); (ii) to be bound by and comply with the terms of the Master CC&Rs, the Country Club Community CC&Rs and the New Albany

· Community Authority Declaration. The Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

The Grantor has caused this instrument to be executed by its duly authorized officer this day of December, 2005.

GRANTOR:

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

Brent Bradbury, Chief Financial Officer

STATE OF OHIO COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this ______ day of December, 2005, before me, the subscriber, a notary public in and for said state, personally came, <u>Brent Bradbury</u>, the <u>Chief Financial Officer</u> of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

lotary Public

LISA J. DINGER Motary Parles, elite de cinc Calvago de Diagra de co

This Instrument Prepared Under the Direction of: The New Albany Company LLC 8000 Walton Parkway, Suite 120 New Albany, Ohio 43054 (614) 939-8000

EXHIBIT "A"

ADDRESSES AND PARCEL NUMBERS

LOT NO.	ADDRESS	PARCEL NO.
36	7315 Southfield Road, New Albany, Ohio 43054	222-003587
37	7305 Southfield Road, New Albany, Ohio 43054	222-003588
38	7295 Southfield Road, New Albany, Ohio 43054	222-003589
39	4086 Chelsea Green East, New Albany, Ohio 43054	222-003590
40	4076 Chelsea Green East, New Albany, Ohio 43054	222-003591
41	4066 Chelsea Green East, New Albany, Ohio 43054	222-003592
42	4056 Chelsea Green East, New Albany, Ohio 43054	222-003593
43	4046 Chelsea Green East, New Albany, Ohio 43054	222-003594
44	4036 Chelsea Green East, New Albany, Ohio 43054	222-003595
45	4026 Chelsea Green East, New Albany, Ohio 43054	222-003596
46	4016 Chelsea Green East, New Albany, Ohio 43054	222-003597
47	4006 Chelsea Green East, New Albany, Ohio 43054	222-003598
48	3996 Chelsea Green East, New Albany, Ohio 43054	222-003599
49	4007 Chelsea Green East, New Albany, Ohio 43054	222-003600
50	4017 Chelsea Green East, New Albany, Ohio 43054	222-003601
51	4027 Chelsea Green East, New Albany, Ohio 43054	222-003602
52	4037 Chelsea Green East, New Albany, Ohio 43054	222-003603
53	4047 Chelsea Green East, New Albany, Ohio 43054	222-003604
54	4048 Chelsea Green West, New Albany, Ohio 43054	222-003605
55	4038 Chelsea Green West, New Albany, Ohio 43054	222-003606
56	4028 Chelsea Green West, New Albany, Ohio 43054	222-003607
57	4018 Chelsea Green West, New Albany, Ohio 43054	222-003608
58	4008 Chelsea Green West, New Albany, Ohio 43054	222-003609
59	4015 Chelsea Green West, New Albany, Ohio 43054	222-003610
60	4025 Chelsea Green West, New Albany, Ohio 43054	222-003611
61	4035 Chelsea Green West, New Albany, Ohio 43054	222-003612
62	4045 Chelsea Green West, New Albany, Ohio 43054	222-003613
63	4055 Chelsea Green West, New Albany, Ohio 43054	222-003614
64	4065 Chelsea Green West, New Albany, Ohio 43054	222-003615
65	4075 Chelsea Green West, New Albany, Ohio 43054	222-003616
66	4085 Chelsea Green West, New Albany, Ohio 43054	222-003617
67	4095 Chelsea Green West, New Albany, Ohio 43054	222-003618
68	5005 Chelsea Green West, New Albany, Ohio 43054	222-003619
69	7285 Southfield Road, New Albany, Ohio 43054	222-003620
70	7275 Southfield Road, New Albany, Ohio 43054	222-003621
71	7265 Southfield Road, New Albany, Ohio 43054	222-003622
72	7255 Southfield Road, New Albany, Ohio 43054	222-003623
73	7245 Southfield Road, New Albany, Ohio 43054	222-003624
Reserve "D"	0.199 acre private alley	222-003625
Reserve "E"	0.532 acre private alley	222-003626
Reserve "F"	0.284 acre private alley	222-003627

REAL PROPERTY

Management, Inc. www.rpmanagement.com

5550 Blazer Parkway, SUITE #175 Dublen, OH 43017

Management: 614/766-6500

Service: 614/766-6552 FAX: 614/792-9174

Welcome to the neighborhood!

Congratulations on the purchase of your new home. By now, you know that the home you have purchased is part of a community association. This community association is the organization that takes care of the common elements of your community such as entrance features, park areas, ponds, etc.

You will note that you paid a portion of your homeowners association dues for this year on your closing statement. This represents your portion of the common area maintenance expenses for the remainder of the year.

We are the management company for your community and coordinate the common area care and services. In addition, we also review your architectural applications should you choose to make modifications to the exterior of your home or significant landscape alterations or additions. You will also receive communication from us throughout the year about your community.

You can contact our office in the following manner:

Phone:

614/766-6500

Fax:

614/792-9174

Mail:

5550 Blazer Parkway, Suite #175

Dublin, OH 43017

Email:

Accounting questions:

account@rpmanagement.com

Common Area Service:

service@ rpmanagement.com

Property Manager:

cealvis@ rpmanagement.com

Please complete our attached homeowner information data sheet and TransOhio Residential Title Agency will submit it to our office along with your closing information.

Again, congratulations on the purchase of your new home and welcome to the community.

Sincerely.

Real Property Management, Inc.

Carolyn Alvis

REAL PROPERTY

Management, Inc.

WWW.RPMANAGEMENT.COM

5550 BLAZER PARKWAY, SUITE #175

Dublin, OH 43017 Management: 614/766-6300

Service: 614/766-6552

FAX: 614/792-9174

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Fax: 614/792-9174

Mail: 5550 Blazer Parkway, Suite #175

Dublin, OH 43017

Email: Accounting questions: account@rpmanagement.com

Common Area Service: service@ rpmanagement.com
Property Manager: cealvis@ rpmanagement.com

Please complete our attached homeowner information data sheet and TransOhio Residential Title Agency will submit it to our office along with your closing information.

Again, congratulations on the purchase of your new home and welcome to the community.

Sincerely,

Real Property Management, Inc.

Carolyn Alvis