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Robert G. Montgomery  
Franklin County Recorder

**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 15<sup>th</sup> day of Sept, 2009, 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 Exhibit A 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, easements, 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 ~~TRANSFER~~ become

CONVEYANCE TAX  
EXEMPT  
M JS  
FRANKLIN COUNTY AUDITOR

~~TRANSFER~~  
NOT NECESSARY  
SEP 17 2009  
CLARENCE E. MINGO II  
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

A. 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 parcels 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 attached 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 herein after, (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, poles, 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 levy 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 Exhibit A 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. Use of Lots. 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. Use of Common Property. 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. Hazardous Actions or Materials. 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. Signs. 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 properly restrained and shall not be 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. Nuisances. 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 occupaney of any person residing on any other Lot.

G. Business. 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. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including 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.

1. 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, non-recurring 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 vehicles 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. Trash. 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. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. 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. Street Trees. 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. Mailbox. 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:

- I. 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;

2. 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. Swimming Pools. 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(ies) 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:

1. 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.
3. 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.
4. 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. Design Review Board. 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 1 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. Modifications. 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. 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.

C. Variances. 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. Variance 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. Improvements by Developer. 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 invitees. 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 plan(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. 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.

C. 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. Easement for Services. 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.

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of 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 fencing. 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;
2. 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;
3. 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 no 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. **Membership.** 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. **Governance.** 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 "Turnover 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 Turnover 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

A. 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. Personal Property and Real Property for Common Use. 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. Cost-Sharing Agreements. 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. Implied Rights. 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. Condemnation. 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. Books, Records. 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. Operating Fund. 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. Types of Assessments. 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. Special Assessments. 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 Lot 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. Interest; Late Charge. 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. Liability for Unpaid Assessments. 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 behalf 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. Liens. 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. Vote on Association Matters; Use of Common Property. 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. Maintenance by Association. 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. Maintenance by Owner. 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. Damage to Common Property By Owner or Occupant. 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. Term. 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. Enforcement; Waiver. 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 laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. 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 alter 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 assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, alter, 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 (ii) 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. Developer's Rights to Replat Developer's Property. 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. Mortgage 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. Severability. 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.

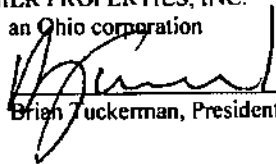
I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. 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 Ohio corporation

By:

  
Brian Zuckerman, President

STATE OF OHIO            )  
  ) SS:  
COUNTY OF FRANKLIN    )

The foregoing instrument was acknowledged before me this 15 day of Sept, 2009, by Brian Tuckerman, the President of Premier Properties, Inc., an Ohio corporation, on behalf of the corporation.



COURTNEY A. HALLER  
NOTARY PUBLIC - OHIO

Courtney A. Haller  
Notary Public  
My commission 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

# SAUNTON

(SAUNTON INCLUDES AND IS A RESUBDIVISION OF ALL OF LOT 3  
OF DORAN SUBDIVISION (P.R. 62, P. 28))



SAUNTON  
PLAN P. 28

The following is a list of the names of the owners of the lots in the Saunton subdivision, as shown on the plan attached to this certificate. The names are given in the order in which they appear on the plan, beginning with the lot in the upper left corner and proceeding in the order of the numbers shown on the plan.

Lot 1 - *[Signature]*  
 Lot 2 - *[Signature]*  
 Lot 3 - *[Signature]*  
 Lot 4 - *[Signature]*  
 Lot 5 - *[Signature]*  
 Lot 6 - *[Signature]*  
 Lot 7 - *[Signature]*  
 Lot 8 - *[Signature]*  
 Lot 9 - *[Signature]*  
 Lot 10 - *[Signature]*  
 Lot 11 - *[Signature]*  
 Lot 12 - *[Signature]*  
 Lot 13 - *[Signature]*  
 Lot 14 - *[Signature]*  
 Lot 15 - *[Signature]*  
 Lot 16 - *[Signature]*  
 Lot 17 - *[Signature]*  
 Lot 18 - *[Signature]*  
 Lot 19 - *[Signature]*  
 Lot 20 - *[Signature]*

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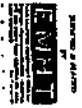
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 Lot 16 - *[Signature]*  
 Lot 17 - *[Signature]*  
 Lot 18 - *[Signature]*  
 Lot 19 - *[Signature]*  
 Lot 20 - *[Signature]*



*[Signature]*



*[Signature]*

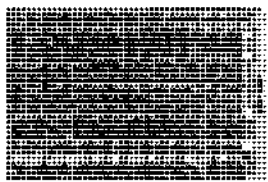
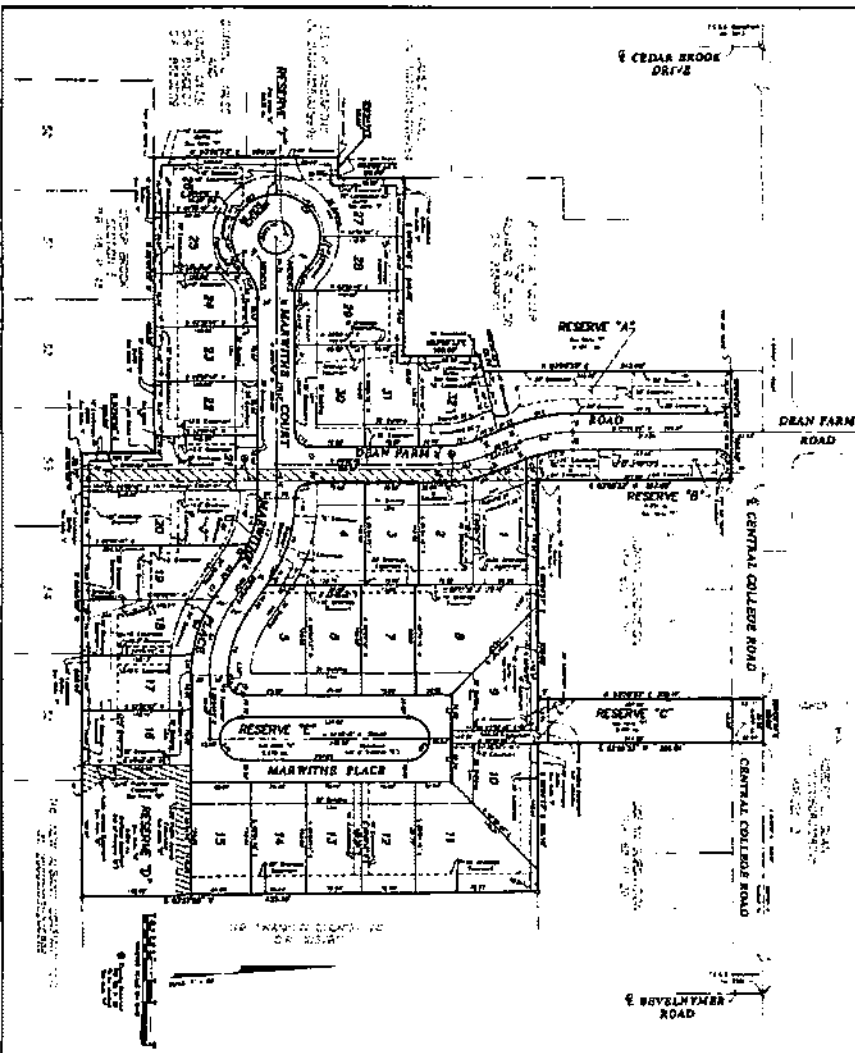
*[Signature]*





# SAUNTON

(SAUNTON INCLUDES AND IS A RESUBDIVISION OF ALL OF LOT 5 OF DORAN SUBDIVISION (P.B. 62, P. 28))



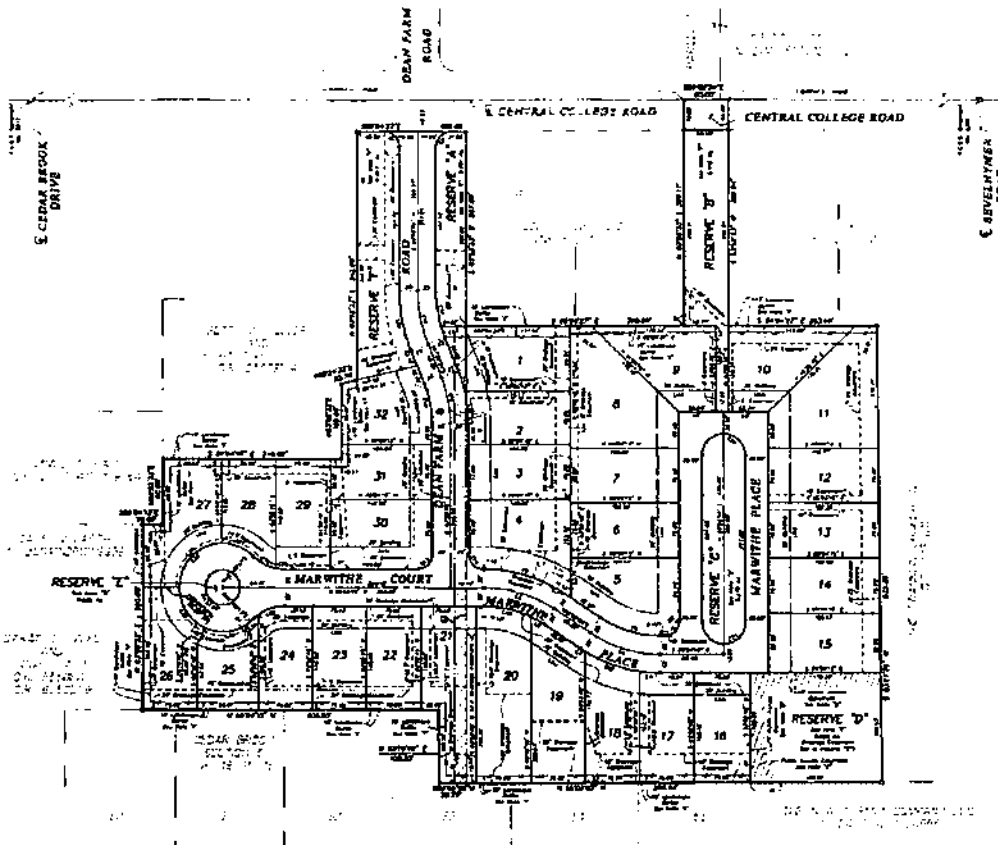
SAUNTON INCLUDES AND IS A RESUBDIVISION OF ALL OF LOT 5 OF DORAN SUBDIVISION (P.B. 62, P. 28)

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SAUNTON INCLUDES AND IS A RESUBDIVISION OF ALL OF LOT 5 OF DORAN SUBDIVISION (P.B. 62, P. 28)

# SAUNTON

(SAUNTON INCLUDES AND IS A RESUBDIVISION OF ALL OF LOT 5 OF DORAN SUBDIVISION (P.B. 62, P. 28))



**NOTE 1:** The subdivision has been made by the City of San Antonio. This is in compliance with the provisions of Chapter 253, Act of the 45th Legislature, 1927, and Chapter 253, Act of the 46th Legislature, 1929, and Chapter 253, Act of the 47th Legislature, 1931, and Chapter 253, Act of the 48th Legislature, 1933, and Chapter 253, Act of the 49th Legislature, 1935, and Chapter 253, Act of the 50th Legislature, 1937, and Chapter 253, Act of the 51st Legislature, 1939, and Chapter 253, Act of the 52nd Legislature, 1941, and Chapter 253, Act of the 53rd Legislature, 1943, and Chapter 253, Act of the 54th Legislature, 1945, and Chapter 253, Act of the 55th Legislature, 1947, and Chapter 253, Act of the 56th Legislature, 1949, and Chapter 253, Act of the 57th Legislature, 1951, and Chapter 253, Act of the 58th Legislature, 1953, and Chapter 253, Act of the 59th Legislature, 1955, and Chapter 253, Act of the 60th Legislature, 1957, and Chapter 253, Act of the 61st Legislature, 1959, and Chapter 253, Act of the 62nd Legislature, 1961, and Chapter 253, Act of the 63rd Legislature, 1963, and Chapter 253, Act of the 64th Legislature, 1965, and Chapter 253, Act of the 65th Legislature, 1967, and Chapter 253, Act of the 66th Legislature, 1969, and Chapter 253, Act of the 67th Legislature, 1971, and Chapter 253, Act of the 68th Legislature, 1973, and Chapter 253, Act of the 69th Legislature, 1975, and Chapter 253, Act of the 70th Legislature, 1977, and Chapter 253, Act of the 71st Legislature, 1979, and Chapter 253, Act of the 72nd Legislature, 1981, and Chapter 253, Act of the 73rd Legislature, 1983, and Chapter 253, Act of the 74th Legislature, 1985, and Chapter 253, Act of the 75th Legislature, 1987, and Chapter 253, Act of the 76th Legislature, 1989, and Chapter 253, Act of the 77th Legislature, 1991, and Chapter 253, Act of the 78th Legislature, 1993, and Chapter 253, Act of the 79th Legislature, 1995, and Chapter 253, Act of the 80th Legislature, 1997, and Chapter 253, Act of the 81st Legislature, 1999, and Chapter 253, Act of the 82nd Legislature, 2001, and Chapter 253, Act of the 83rd Legislature, 2003, and Chapter 253, Act of the 84th Legislature, 2005, and Chapter 253, Act of the 85th Legislature, 2007, and Chapter 253, Act of the 86th Legislature, 2009, and Chapter 253, Act of the 87th Legislature, 2011, and Chapter 253, Act of the 88th Legislature, 2013, and Chapter 253, Act of the 89th Legislature, 2015, and Chapter 253, Act of the 90th Legislature, 2017, and Chapter 253, Act of the 91st Legislature, 2019, and Chapter 253, Act of the 92nd Legislature, 2021, and Chapter 253, Act of the 93rd Legislature, 2023, and Chapter 253, Act of the 94th Legislature, 2025, and Chapter 253, Act of the 95th Legislature, 2027, and Chapter 253, Act of the 96th Legislature, 2029, and Chapter 253, Act of the 97th Legislature, 2031, and Chapter 253, Act of the 98th Legislature, 2033, and Chapter 253, Act of the 99th Legislature, 2035, and Chapter 253, Act of the 100th Legislature, 2037.

**NOTE 2:** BEARING OF BOUNDARY. All lines are measured from the center of the line. The bearing of the line is the angle between the line and the meridian, measured clockwise from the meridian to the line. The bearing of the line is given in degrees, minutes, and seconds. The bearing of the line is given in the following table:

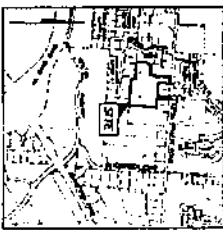
Line	Bearing
1-2	N 89° 00' 00" E
2-3	N 89° 00' 00" E
3-4	N 89° 00' 00" E
4-5	N 89° 00' 00" E
5-6	N 89° 00' 00" E
6-7	N 89° 00' 00" E
7-8	N 89° 00' 00" E
8-9	N 89° 00' 00" E
9-10	N 89° 00' 00" E
10-11	N 89° 00' 00" E
11-12	N 89° 00' 00" E
12-13	N 89° 00' 00" E
13-14	N 89° 00' 00" E
14-15	N 89° 00' 00" E
15-16	N 89° 00' 00" E
16-17	N 89° 00' 00" E
17-18	N 89° 00' 00" E
18-19	N 89° 00' 00" E
19-20	N 89° 00' 00" E
20-21	N 89° 00' 00" E
21-22	N 89° 00' 00" E
22-23	N 89° 00' 00" E
23-24	N 89° 00' 00" E
24-25	N 89° 00' 00" E
25-26	N 89° 00' 00" E
26-27	N 89° 00' 00" E
27-28	N 89° 00' 00" E
28-29	N 89° 00' 00" E
29-30	N 89° 00' 00" E



Lot	Area (sq. ft.)	Area (sq. m.)
1	10,000	929
2	10,000	929
3	10,000	929
4	10,000	929
5	10,000	929
6	10,000	929
7	10,000	929
8	10,000	929
9	10,000	929
10	10,000	929
11	10,000	929
12	10,000	929
13	10,000	929
14	10,000	929
15	10,000	929
16	10,000	929
17	10,000	929
18	10,000	929
19	10,000	929
20	10,000	929
21	10,000	929
22	10,000	929
23	10,000	929
24	10,000	929
25	10,000	929
26	10,000	929
27	10,000	929
28	10,000	929
29	10,000	929
30	10,000	929

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LOCATION OF SAUNTON

Map of Saunton, showing the location of the site in relation to the surrounding streets and landmarks. The map is a detailed plan showing the layout of the subdivision, including the location of the site, the streets, and the boundaries of the lots. The site is located on the east side of Doran Street, between Saunton Street and the intersection with the street running north-south. The map is oriented with North at the top.

Map of Saunton, showing the location of the site in relation to the surrounding streets and landmarks. The map is a detailed plan showing the layout of the subdivision, including the location of the site, the streets, and the boundaries of the lots. The site is located on the east side of Doran Street, between Saunton Street and the intersection with the street running north-south. The map is oriented with North at the top.

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	1,200	1,200	1,200
2	1,200	1,200	1,200
3	1,200	1,200	1,200
4	1,200	1,200	1,200
5	1,200	1,200	1,200
6	1,200	1,200	1,200
7	1,200	1,200	1,200
8	1,200	1,200	1,200
9	1,200	1,200	1,200
10	1,200	1,200	1,200
11	1,200	1,200	1,200
12	1,200	1,200	1,200
13	1,200	1,200	1,200
14	1,200	1,200	1,200
15	1,200	1,200	1,200
16	1,200	1,200	1,200
17	1,200	1,200	1,200
18	1,200	1,200	1,200
19	1,200	1,200	1,200
20	1,200	1,200	1,200
21	1,200	1,200	1,200
22	1,200	1,200	1,200
23	1,200	1,200	1,200
24	1,200	1,200	1,200
25	1,200	1,200	1,200
26	1,200	1,200	1,200
27	1,200	1,200	1,200
28	1,200	1,200	1,200
29	1,200	1,200	1,200
30	1,200	1,200	1,200

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on behalf of the Owner under the Master Community Documents; and (d) User Assessments for the services which may be provided pursuant 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 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 Master Association Properties 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 Board of Trustees to take some action, perform some function 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 arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 8.2. Purpose of Assessments. 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 taxes and insurance thereon, and repair, replacement, and additions thereto, reserve 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 on funds borrowed by the Master Association.

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 30 days prior to the annual meeting of the Board. The Community Representatives shall have the opportunity to discuss them at the annual meeting prior to their final approval. On or before December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Master Association's Base Assessments for the following year. Each budget shall include funds 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 Apportionment 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 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 fraction, the numerator 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 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 or otherwise. Notwithstanding any other provision of this Declaration, for purposes of Base Assessments, the Assessed Valuation for the Club Facilities shall be \$3,000,000, increased annually on January 1 by the percentage interest in the C.F.I. for the preceding 12 month period ending September 30.

8.4.1. As soon as shall be practicable in each year, the Master 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 Site for the year in question.

8.4.2. 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 Master Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating 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 Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. 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 Properties Annexed to The New Albany Communities on the day of the recording of the Supplemental Declaration incorporating them into The New Albany

Communities, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on a 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 and remit them to the Community Associations on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Assessments in this manner against any Privately Owned Site or affect the Community Association's ability to enforce or collect its Assessments as provided in the Community Documents if they are not remitted to the Master Association in a timely manner.

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 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 25% percent of the gross annual budget of the Board for that year shall require the affirmative vote of at least 67% of the total votes eligible to be 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 be sent to all Voting Members at least 30 days in advance and 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, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose collected.

Section 8.7. Default Assessments. 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 their due date.

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

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

Section 8.9. Effect of Non-payment of Assessment Lien; Remedies of the Master 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 Master Association, in its sole discretion, may take any or all of the following actions:

- 8.9.1. Assess a late charge of not less than 3% of the delinquent amount;
- 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;
- 8.9.3. Suspend the voting rights of the Owner during any period of delinquency;
- 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;
- 8.9.6. File a statement of lien with respect to the Privately Owned Site, and foreclose on the Privately Owned Site as 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.

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 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 days following the mailing of such notice, the Master Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Master Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Master Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Master Association

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 shall not be exclusive and the Master Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

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 unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring 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.

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 refinance any such purchase money loan, provided that any such 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 of any Privately Owned Site pursuant to a decree of foreclosure or by a 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 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.



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

8.12.1. 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;

8.12.2. All utility lines and easements; and

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

Section 8.13. Statement of Status of Assessments. Upon 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 from time to time, not to exceed \$50, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

8.13.1. 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;

8.13.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.13.3. Any other information deemed proper by the Master 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 is 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 mail to each Owner an Assessment notice shall not be deemed a waiver, 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

Section 9.1. Application of Assessments. The Master Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it 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 9.3, to the following, in the order stated:

9.1.1. The payment of the costs incurred, if any, by the Master Association 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;

9.1.2. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Master Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

9.1.3. Administrative costs and expenses incurred by the Master Association in the exercise of its powers, authority, and duties described in the Master Community Documents; and

9.1.4. The promotion of the recreation, health, safety, and welfare of the Owners and occupants of The New Albany Communities and for the improvement and maintenance of the Master Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 8.2, the Master Association is hereby granted the right to borrow funds from time to 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 Association is hereby granted the right and power:

9.2.1. To assign and pledge all revenues received and to be received by it under any provision of the Master Community Documents, including, but not limited to, the proceeds of the Base 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:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Master Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Master Community Documents, as may be required by holders or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Master Association; and

9.2.3. Subject to the provisions of Sections 7.4 and 11.5 hereof, to grant and convey mortgages and security interests in the Master Association Properties.

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

Section 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 apply any such surplus to the reduction of the amount of the Base 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 forth in the Master Community Documents.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 10.1. Term. The covenants and restrictions of this Declaration shall run with and bind The New Albany Communities for a term of 50 years from the date this 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.

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 Declaration at any time and from time to time. Any such amendment may 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 to 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 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 Privately Owned Sites, (c) required to conform to the requirements of FWA or FHLBC, 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 may be made only with the consent of Declarant and the written consent of at least 67% of the Owners; provided, however, that the percentage of written consents necessary to amend a specific clause of this Declaration shall not be less than 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 consent of Declarant or the assignee of such right or privilege.

Section 10.3. Effective on Recording. Any amendment, to be effective, must be recorded in the office of the Recorder of all counties in which The New Albany Communities are situated 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 Master Association, shall be recorded in the office of the Recorder of all counties in which The New Albany Communities are situated. Any amendment shall be effective immediately upon such recordation.

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

Section 10.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents.

Section 10.6. Violations Deemed a Nuisance. Every violation hereof 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 abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.

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 amended from time to time.

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

relief to cause any such violation to be remedied, or both. 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 10.9. Enforcement.** The Master 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 Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 10.10. Remedies.** In 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 behalf of the Owners, the right 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 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 offending condition. The Board, the Manager and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guests or tenants for any actions taken pursuant to this Declaration.

**Section 10.11. Non-Exclusive Remedies.** All the remedies set 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.

**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 enforcement of or to restrain the violation of the Master Community Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

**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 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 10.15. Severability. This Declaration, to the extent 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 prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

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.

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 Member 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 deemed 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 mailing address of that particular Community Association.

Section 10.19. Notice. 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 posting, when sent by first class mail, to the address of such Owner or Member or Community Representatives on file in the records of the Master Association at the time of such mailing. Notice to the Board or the Master Association shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Master Association, the Board, or the Manager, at such address as shall be established by the Master Association from time to time by notice to the Owners and Members and Community Representatives.

Section 10.20. Waiver. No failure on the part of the Master Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board 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 Master Association.

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 of conflict between the Master Community Documents and the Community Documents, the Master Community Documents shall control.

Section 10.22. 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 Master 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 all counties in which The New Albany Communities is situated.

Section 10.23. Use of Club Facilities. Neither membership in the Master 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 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 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 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, 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-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fees, dues and other charges for use privileges.

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 whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 10.25. Litigation. No judicial or administrative 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 Section shall not be amended unless such amendment is made by the

Declarant or is approved by the percentage consent, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 10.26. Non-Condominium/Non-Cooperative.** The Master Association does not and is not intended to constitute a condominium association or a cooperative association. The New Albany Communities 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 cooperative encumbering any such property.

**Section 10.27. Limitations of Liability and Indemnification.** The Master 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 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 members shall not be liable for any mistake of judgment, negligent 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 Master Association (except to the extent that such officers or trustees 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 such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Master Association shall, at its expense, maintain adequate general liability and officers' and trustees' liability insurance as required in Article VIII to fund this obligation, if such insurance is reasonably available.

**Section 10.28. Notice of Sale or Transfer of Title.** In the event that any Owner desires 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 of title to the Site.

**Section 10.29. Security.** The Master Association may, but shall 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 limited to, providing or entering into agreements with others to



provide security services to The New Albany Communities. The Master Association shall have the right to levy User Assessments against those Owners utilizing such services. Neither the Master Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within The New Albany Communities, however, and neither the Master Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests 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 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 fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant and the Master Association from all claims arising out of any security measures undertaken or provided by or through Declarant or 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 Privately Owned Sites (the "Dwellings"). To facilitate such Services, Dwellings may, at the option of the Master Association, be pre-wired or retrofitted for cable television and/or telephone. The providers of such Services will maintain ownership of all facilities used to provide the Services including, without limitation, the wiring (which includes outlets and other appurtenances) within the Dwellings. The providers are hereby granted easements to build, install and maintain such facilities within The New Albany 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 their wiring after termination of any agreements. In no event, however, will the wiring be deemed abandoned.

To the extent permitted by law, the Master Association shall have the right to assess each Owner who is given access to the 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 occupancy or equivalent certificates have been issued for such Sites.

Section 10.31. Waiver of Club Facilities Liability. Each Owner, each occupant 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

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 Master Association or any invitee of the Owner or the Master 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 whole or in part from the negligence of Declarant or any other entity or person designing, constructing, managing, operating or owning the Club Facilities. Each Owner 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 guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities as originally designed and constructed and as it may be altered in design, layout and construction from time to time.

Section 10.32. 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 until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

#### ART I XI

#### MORTGAGEE RIGHTS

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 New Albany Communities. To the extent applicable, necessary, or proper, the provisions of this Article XI apply to this Declaration, the Articles and the Code of Regulations.

Section 11.2. Notices of Action. A holder, insurer, or guarantor 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 guarantor and identification of the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

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

11.2.2. Any default in performance of any obligation under the Master Community Documents, 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 guaranteed by such Eligible Holder (or any First Mortgagee) which continues for a period of 60 days;

11.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; or

11.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 11.3 and 11.4.

Section 11.3. Other Provisions for the Benefit of Eligible 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 shall 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 plans and specifications; or

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 Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Master Association Properties, the following approvals shall be required:

11.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Master Association; and

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, 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):

- (a) Voting;
- (b) Assessments, Assessment liens, subordination of such liens;
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Common Area;
- (e) Responsibility for maintenance and repair of the Master Association Properties;

- (f) Convertibility of Privately Owned Sites into Common Areas or Common Areas into Privately Owned Sites;
- (g) Any provisions which are for the express benefit of Mortgagees;
- (h) Reserves for maintenance, and replacement of the Common Area;
- (i) Boundaries of any Privately Owned Site; or
- (j) Leasing of Privately Owned Sites.

Section 11.5. Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) has given their prior written approval, the Master Association shall not be entitled to:

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);

11.5.2. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

11.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Area; Provided, however, the issuance and amendment of the Design Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision;

11.5.4. Fail to maintain fire and extended coverage on insurable Improvements to the Common Area in an amount equal to 100% of current replacement cost; or

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

Section 11.6. First Mortgagees May Pay Master Association Properties Charges. Any First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Master 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 Master Association Properties, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association.

Section 11.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgage is requested in writing pursuant to this Article XI and a negative response is not received by the Master Association within 30 days after such Eligible Holder's or First Mortgage's receipt thereof, then such Eligible Holder or First Mortgage shall be deemed to have given its approval.

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

THE NEW ALBANY COMPANY, an Ohio partnership

Signed in the presence of: By: BLACKLICK INVESTMENTS, INC.

Paul S. Coppel

By: John W. Kessler  
John W. Kessler, President

Janis A. Dekster

And By: KOOKY FORD DEVELOPMENT CORPORATION

William A. Westbrook

By: William A. Westbrook  
Vice President

Janis A. Dekster

STATE OF OHIO )  
                          ) SS.  
COUNTY OF FRANKLIN )

This agreement was acknowledged and signed before me this 3rd day of October, 1980, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio partnership.

Paul S. Coppel  
Notary Public

PAUL S. COPPEL, Attorney at Law  
Notary Public, State of Ohio  
My Commission Expires No Expiration Date  
Section 147.03 O.R.C.

STATE OF OHIO )  
COUNTY OF FRANKLIN )

SS.

This agreement was acknowledged and signed before me this 30<sup>th</sup> day of November, 1990, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio partnership.



Notary Public, State of Ohio

My Commission Has No Expiration Date

Section 147.03 O.R.C.

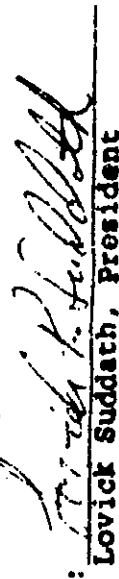
JOINER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

The New Albany Communities Master 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:

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

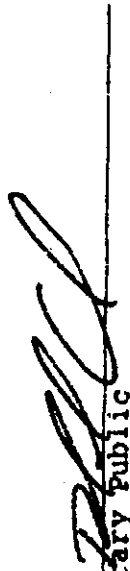


By:   
Lovick Suddath, President

STATE OF OHIO )  
COUNTY OF FRANKLIN )

SS.

This agreement was acknowledged and signed before me this 30<sup>th</sup> day of November, 1990, by Lovick Suddath, as President of The New Albany Communities Master Association, Inc.

  
Notary Public

PAUL S. COPPEL, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

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

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EXHIBIT A

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

Being Lots 1 through 51, both inclusive, and the area designated as Reserve A of "The New Albany Country Club Section 1" as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 73, pages 63 and 64, Recorder's Office, Franklin County, Ohio.

## EXHIBIT B

## Expansion Properties

All property located in the State of Ohio, 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.

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

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "First Supplemental Declaration") is made this 17<sup>th</sup> day of July, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS, on December 3, 1990, 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, Ohio and recorded at Official Record Volume 356, Page 485 in the Office of the Recorder, Licking County, Ohio;

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

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 property is part of the Expansion Properties;

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

WHEREAS, Declarant desires to amend the Declaration;

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

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

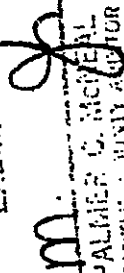
"Cable Services" is defined in Section 10.30 hereof.

"CATV Wiring" is defined in Section 10.30.1 hereof.

"Communication Services" is defined in Section 10.30 hereof.

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, conditions, restrictions, easements and provisions of the Declaration as amended and supplemented by this First Supplemental Declaration, which shall run with The New Albany Communities ~~as a part of the real property~~ ~~and shall be binding upon, and inure to the benefit of,~~ ~~the real property~~ ~~and shall be binding upon, and inure to the benefit of,~~

NOT NECESSARY  
JUL 25 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

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Franklin County, Ohio  
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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.

Section 3. Amendment. The Declaration is hereby amended as follows:

Section 3.1. Easements for Utilities. The first paragraph of Section 7.8 of the Declaration is hereby amended by deleting, in the 14th line, the phrase "damage to a Site resulting from the" and substituting therefor the phrase "use or".

Section 3.2. Maintenance Easement. The last sentence of Section 7.9 of the Declaration is hereby amended by inserting after 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".

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

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

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

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CATV 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 CATV Wiring located within the Dwellings. The provider of the Cable Services will be permitted but will not be required to remove the CATV Wiring after termination of any agreements. In no event, however, will the CATV Wiring be deemed abandoned.

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

Section 4. Effect of Amendment. 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 full force and effect.

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

THE NEW ALBANY COMPANY, an Ohio  
general partnership

Signed in the presence of:

Kimberley J. Kesper  
Barbara D. Doyle

BY: John W. Kessler, President

BY: John W. Kessler, President

AND BY: ROCKY FORK DEVELOPMENT CORPORATION

Kimberley J. Kesper  
Barbara D. Doyle

BY: William S. Westbrook,  
Vice President

TIME 1:50 P M  
RECORDED FRANKLIN CO., OHIO

JUL 25 1991

JOSEPH W. TESTA, RECORDER

RECORDEE'S FEE \$

1992

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL. 10990 PAGE 109  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

STATE OF OHIO )  
 ) SS.  
 COUNTY OF FRANKLIN )

This First Supplemental Declaration was acknowledged and signed before me this 17th 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.

*Carol A. Wilcox*  
 Notary Public

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

STATE OF OHIO )  
 ) SS.  
 COUNTY OF FRANKLIN )

This First Supplemental Declaration was acknowledged and signed before me this 17th day of July, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

*Carol A. Wilcox*  
 Notary Public

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

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JOINER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

The New Albany Communities Master 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:

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

Spencer J. Kemper  
Barbara H. Joyce

By: John W. Kessler  
John W. Kessler  
President

STATE OF OHIO

)  
)  
) SS.

COUNTY OF FRANKLIN

This First Supplemental Declaration was acknowledged and signed before me this 17th day of July, 1991, by John W. Kessler, as President of The New Albany Communities Master Association, Inc.

Carol A. Wilcox  
Notary Public

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

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

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## EXHIBIT A

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

Being located in Quarter Township 3, Township 2, Range 16, 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 and being more particularly bounded and described as follows:

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

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

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

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

thence South 88° 35' 04" East, leaving the centerline of Harlem Road, a distance of 274.98 feet to a point in the westerly line of Lot No. 5 of said, "The New Albany Country Club Section 1";

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

South 3° 22' 00" West, a distance of 71.71 feet to an iron pin;

South 49° 36' 07" West, a distance of 144.57 feet to an iron pin;

South 35° 08' 08" West, a distance of 170.49 feet to an iron pin; and

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

5544Q

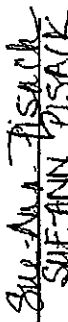

as declarant under the Declaration and hereby assumes any and all such rights and obligations.


IN WITNESS WHEREOF, Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of:

THE NEW ALBANY COMPANY  
LIMITED PARTNERSHIP, a Delaware  
limited partnership

By: N.A. Property, Inc.,  
a Delaware corporation,  
general partner



  
Name: SUE-ANN PISACK  
  
Name: Laureen J. Kwinter


By:   
Name: Jeffrey E. Epstein  
Title: President

Signed in the presence of:

THE NEW ALBANY COMPANY LLC,  
a Delaware limited liability company

By: N.A. Property, Inc., a  
Delaware corporation,  
managing member

  
Name: SUE-ANN PISACK  
  
Name: Laureen J. Kwinter

By:   
Name: Jeffrey E. Epstein  
Title: President



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PAID 4 \$15.00  
03/12/2004 2:21PM  
Robert S. Montague  
Franklin County Recorder

Handwritten initials: *RS* and *MC*

Stewart Title Agency  
of Columbus Box

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

THIS SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "Sixty-Seventh Supplemental Declaration") is made as of the 2<sup>nd</sup> day of March, 2004, by 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 (hereinafter referred to as "Declarant").

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.

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the 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 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;

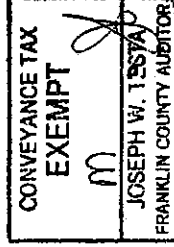
NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions, easements and provisions 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 representatives, successors and assigns.

TRANSFER  
NOT NECESSARY

1

MAR 12 2004


JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO





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, President

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2004,  
by William G. Ebbing, President, of THE NEW ALBANY COMPANY LLC, a Delaware  
limited liability company, on behalf of the company.

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



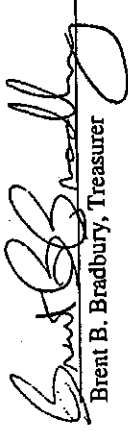
LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 24, 2006

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

JOINER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.


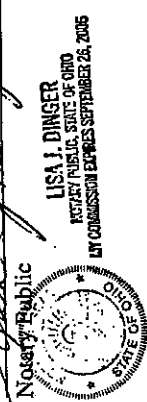
THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC. hereby joins in this Sixty-Seventh Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

THE NEW ALBANY COMMUNITIES  
MASTER ASSOCIATION, INC.

  
Brent B. Bradbury, Treasurer

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2004, by Brent B. Bradbury, as Treasurer of THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

  
Notary Public  
  
LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

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.

16105C14

133647

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE NEW ALBANY COUNTRY CLUB COMMUNITY

Franklin Co. 21310  
DEC 1 2 00  
RECORDED

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL 10996 PAGE 109  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

TIME 2:41 P M  
RECORDED FRANKLIN CO., OHIO

DEC 3 1990  
JOSEPH W. TESTA, RECORDER  
RECORDER'S FEE \$ 142.00

M  
JP

TRANSFERRED  
NOT NECESSARY  
DEC 3 1990  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 3rd day of December, 1990, by THE NEW ALBANY COMPANY, an Ohio partnership, hereinafter referred to as the "Declarant".**

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 hereinafter 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 run with 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, 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**

Declarant is the owner of certain real property located in 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, 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 held, sold and conveyed subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in the Master Community Documents

It is the intention of Declarant that The New Albany Communities shall consist of separately developed communities. The Country Club Community is one of the communities within The New Albany Communities. As is or may be 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 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.

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

Declarant desires and intends to develop a quality project in the Country Club Community Area including residential facilities of 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 Owners.

## ARTICLE II

### 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 Country Club Community Properties are made subject to the Declaration pursuant to Article III hereof.

"Architectural Review Committee" or "Committee" shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in the Country Club Community.

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

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

- (a) 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 thereon as determined 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 November 1 of that year in the real property records adopted, from time to time, by the Franklin County, Ohio Auditor pursuant to Ohio Revised Code Section 5713.03 regardless of (i) any reduction or rebate of real estate taxes 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 reduction of real property taxes on such property 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
- (b) if the real property records in the Franklin County, Ohio Auditor's office do not reflect on November 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
- (c) if on November 1 after the third anniversary of the initial conveyance of a Privately Owned Site by 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 has been issued by any governmental authority for 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 in the records of the Franklin County, Ohio Auditor's office on November 1 of that year, or

- (d) 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.

"Assessments" shall mean Base, Special, and Default Assessments, collectively, levied pursuant to Article VIII hereof to provide the funds to meet the estimated cash requirements of the Country Club Community 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 Country Club Community Association.

"Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Area.

"Club Corporation" shall mean and refer to the New Albany Country Club Corporation, an Ohio corporation, its successors or assigns.

"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 or hereafter owned or operated by Declarant or the Club Corporation or their respective successors in interest or assigns.

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

"Common Area" shall mean all real property in which the Country Club Community Association owns an interest for the common use and enjoyment of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easements.

"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 Article III hereof.

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

"Country Club Community Association Properties" shall mean all real 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 Club Community Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

"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 and 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.

"Country Club Community Representative" shall mean the individual selected by the Members pursuant to Section 4.3 to represent the Country Club Community Association in matters conducted by the Master Association.

"Country Club Community Rules" shall mean the rules adopted by the Country Club Community Association as provided in Section 5.14.

"Declarant" shall mean The New Albany Company, an Ohio 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 as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

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

"Default Assessment" shall mean an Assessment levied in accordance with Section 9.7 of this Declaration.

"Design Guidelines" or "Country Club Community Design Guidelines" shall mean these guidelines and rules published from time to time by the Committee.

"Eligible Holder" is defined in Section 13.2 hereof.

"Expansion Country Club Community Properties" shall mean any real property within the area described in Exhibit B.

"FHLBC" 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.

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

"Government Mortgage Agencies" shall mean the FHLBC, the FNMA, and any similar entity, public or private, authorized, 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, 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 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 improvements.

"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 it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Country Club Community Association to perform certain functions of the Country Club Community Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Declaration and the articles of incorporation and/or code of regulations of the Master Association.

"Master Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the New Albany Communities, including, but not limited to, the Master Declaration, the articles of incorporation and code of regulations of the Master Association and any procedures, rules, regulations or policies adopted by the Master Association.



"Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities dated as of September 3, 1988 and recorded in the office of the Franklin County, Ohio Recorder as the same may be amended from time to time.

"Member" shall mean any person or entity holding membership in the Country Club Community Association.

"Mortgage" shall mean any mortgage, deed of trust, or other 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 statute.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee. "First Mortgage" 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.

"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 Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"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 Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of the Country Club Community Area.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any 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 Area 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 by the Master Association or with respect to which the Master Association has any right, title or interest.

"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

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

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

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose 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.

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

"Turnover Date" is defined in Section 4.6 hereof.

#### ARTICLE III

##### EXPANSION

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 this Declaration. Such Supplemental Declaration 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 accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such 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 property already subject to this Declaration except as provided herein for amendment.

#### 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 Ohio 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.

Section 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 Owner of a Site is more than one person, votes and rights of use and 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 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 relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Country Club Community Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted by Community Representatives (as that term is defined in the Master Declaration) elected by the members of each 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 cast votes for the Country Club Community Representative. The Country Club Community Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least 51% of the voting power in attendance at 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

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 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 deemed binding on all Owners and their successors and assigns.

Section 4.4. Voting Rights of Members. Each Member shall have the right to cast votes for the election of the Board of Trustees of 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 membership. In the event the Owner of a Privately Owned Site is more than one person, the vote for such Privately Owned Site shall be exercised as they, among themselves, determine, and the Secretary of the Country Club Community Association shall be notified of such designation prior to any meeting. In the absence of such advice, the Privately Owned Site's vote shall be suspended in the event more 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, time, place, conduct and voting procedures for meetings of Members.

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 Board of Trustees may, by resolution, delegate portions of its authority to an executive committee or to other committees, to 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

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.

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.) shall have the right to elect three of such trustees until the Turnover Date. After 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 Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) the date that all the Expansion Country Club Community Properties have become part of the Country Club Community Area and the last Privately Owned Site within the Country Club Community Area has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant has voluntarily relinquished its right to appoint four trustees and its right to appoint the members of the Architectural Review Committee in accordance with Section 11.1 hereof. The document by which Declarant voluntarily relinquishes its right to appoint trustees and its right to appoint the members of the Architectural Review Committee, as described in subsection (b) in the immediately preceding sentence, may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, 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 within the Country Club Community Area or the operation of the Club Facilities and other projects developed by Declarant or its assigns which are 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. 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, shall

have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Country Club Community Association Properties and to improve and enhance the attractiveness, desirability and safety of the Country Club Community Area.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereafter convey certain areas of land to the Country Club Community Association as Common Area intended for common use by the Owners 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 Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein to the Country Club Community Association for 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 transfer, the Country Club Community 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 transferred to the Country Club Community Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Country Club Community Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the Phase I Properties and the Expansion Country Club Community Properties. Any fee simple interest in property transferred to the Country Club Community Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Country Club Community Association by limited warranty deed, free and clear of all liens (other than the lien for real property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of the Master Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Country Club Community Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Country Club Community Association with respect to the maintenance of such property.

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

RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE 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 FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All 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.

Section 5.3. Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Board of Trustees of the Country Club Community 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 violations and operating condition. All Owners, by accepting a deed to a Site 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 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 other 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 repairs to Common Area Improvements not contained in this Section 5.3.

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 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 situated upon the Common Area, unless such maintenance is the

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 Country Club Community Association and the standards of the Master Association. 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 this Section 5.4.

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 policy shall afford protection against at least the following:

5.5.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; 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.

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 Community 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 denying the claim of any Owner because of the negligent acts of the Country Club Community Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out 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, 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 the Country Club Community.

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 required for the Manager and its officers, employees, and agents. 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 shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 5.8. Duty to Maintain Flood Insurance. If any of the Country Club Community 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 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 all Buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.9. Insurance and Bonds Required by Government Mortgage Agencies. The Country Club Community 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 Agency holds, or has agreed to insure or 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 has been waived in writing by such Government Mortgage Agency.

Section 5.10. Provisions Common to Hazard Insurance, Liability 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:

5.10.1. The named insured under any such policies shall be 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 policies;

5.10.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

5.10.3. The policies shall provide that coverage shall not 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 warranty or condition with regard to any portion of the Country Club Community over which the Country 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 Mortgagees and insureds named therein;

5.10.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Country Club Community Association and the Master Association and their trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

5.10.6. All policies of property insurance shall provide 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 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 Association may be a party or any requirement of law;

5.10.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A. M. Best Company.

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

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; and

5.10.9. 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 reasonable time thereafter within which the defect may be cured by the Country Club Community Association, its Manager, the Master Association, any Owner, or Mortgagee.

Section 5.11. Duty to Maintain Officers' and Trustees' Personal 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.

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

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 and 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 other things and without limitation:

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

5.14.2. Collection and disposal of garbage and trash;

- 5.14.3. The burning of open fires;
- 5.14.4. The maintenance of animals within the Country Club Community;
- 5.14.5. Parking restrictions and limitations;
- 5.14.6. The posting of maximum speeds for vehicular traffic and other traffic rules on private roads;
- 5.14.7. Establishment of times or other restrictions as to when commercial vehicles may be permitted to use any or all of the roads;
- 5.14.8. The type or types of vehicles (other than conventionally equipped passenger automobiles) and the times when any vehicle or motorized vehicle or device may be permitted to use the roads or any other area of the Country Club Community Association Properties;
- 5.14.9. Fines for the infraction of the Country Club Community Rules;
- 5.14.10. Additional Design Guidelines;
- 5.14.11. Additional use restrictions;
- 5.14.12. Maintenance performance standards; and
- 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.

Notice of the adoption, amendment or repeal of any Country Club Community Rules shall be given in writing to each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently effective Country Club Community 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 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 any conflict between the Country Club Community Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

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

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 1998, by Jeffrey E. Epstein, President 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.

Darren K. Indyke  
Notary Public  
DARREN K. INDYKE  
Notary Public, State of New York  
No. 021N5067514  
Qualified in New York County  
Commission Expires Oct. 15, ~~1998~~

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 1998, by Jeffrey 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.

Darren K. Indyke  
Notary Public  
DARREN K. INDYKE  
Notary Public, State of New York  
No. 021N5067514  
Qualified in New York County  
Commission Expires Oct. 15, ~~1998~~

This Instrument was prepared by:

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

Instr.: 159019290269018 10/20/1998  
Pages: 3 Fee: \$20.00 4:02PM  
Richard B. Neislar T199801513065  
Franklin County Recorder BAYDAYS B

DESIGNATION OF SUCCESSOR DECLARANT

MASTER COMMUNITY

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").

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, Ohio;

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.

NOW, THEREFORE, pursuant to the powers reserved in the Declaration, 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 Declaration and Successor Declarant hereby acknowledges and accepts such designation.

RECEIVED  
JOSEPH W. TESTA  
OCT 20 1998  
FRANKLIN COUNTY RECORDER  
FRANKLIN COUNTY, OHIO

Varys Box: Chidester

Section 5.16. Cooperation with 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 the services of the other in the furtherance of its obligations and 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 Assessments and remitted to the Master Association. If the Country Club Community Association fails, neglects, or is unable to perform a duty or obligation required by the Country Club Community Documents, then the Master Association may, after reasonable notice and an opportunity to cure given to the Country Club Community Association, perform such duties or obligations until such time as the Country Club Community Association is able to resume such functions, and charge the Country Club Community Association a reasonable fee for the performance of such functions.

Section 5.17. Manager. The Country Club Community 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 Country Club Community 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 any duty, power, or function. The Manager may be the Master Association.

Section 5.18. Ownership of Other Property. The Country Club Community Association, through action of its Board of Trustees, may 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 Declarant.

Section 5.19. Roads and Streets. The Country Club Community Association shall be responsible for the maintenance of all private roads, if any, within the Country Club Community, including periodic maintenance of the surface and regular 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 applicable traffic and fire control officials and the Master

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.

Section 5.20. Books and Records. The Country Club Community 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 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 the Owner or a Mortgagee of that Privately Owned Site.

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 Country Club Community Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Country Club Community Association by recorded written instrument.

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 Documents and every other duty or obligation reasonably to be implied from the express provisions of the Country Club Community Documents; or reasonably necessary to perform the duties and obligations contained in the Country Club Community Documents.

Section 5.23. Cooperation with Club Facilities Owner. The Country Club Community Association shall have the power to 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 reciprocal easements for ingress and egress.

Section 5.24. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or 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 such conveyance.



## ARTICLE VI

COUNTRY CLUB COMMUNITY ASSOCIATION PROPERTIES

Section 6.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement 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 Declaration including, but not limited to, the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

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 Negligence. 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 invitees, 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 or the Owner's family members, guests, or invitees 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 days after the Country Club Community 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 with Section 6.7.

Section 6.4. Title to Country Club Community Association Properties. The Country Club Community Association and no Owner shall bring any action for partition or division of the Country Club Community Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Country Club Community 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 reimburse the Country Club Community Association, and hereby agrees to expenses, and reasonable attorneys fees in defending any such action. In the event of the dissolution of the Country Club Community Association, the Country Club Community Association Properties consolidation, the Country Club Community Association 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 Association. In the event such conveyance is refused, the Members shall immediately thereupon hold 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.

Section 6.5. Country Club Community Association as Attorney-in-Fact. Each and every Owner hereby irrevocably 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 Community Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or 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 Country Club Community Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Country Club Community Association as attorney-in-fact.

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 Country Club Community Association, the Country Club Community 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 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Country Club Community Association 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 consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Country Club Community Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by the Country Club Community Association from any hazard 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, the 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 actual costs of repair, replacement and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement and reconstruction.

Section 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 for 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 Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Country Club Community Association as surplus funds in accordance with Section 9.3.

Section 6.10. 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 Community Association in a neat and attractive condition, and any remaining insurance proceeds may be held by the Country Club Community Association as surplus funds in accordance with Section 9.3.

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 Community Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

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 Country Club Community Association as Trustee for all Owners to be distributed as follows: If the taking involves a portion of the

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 Master Community Documents, Declarant shall have, and hereby retains and reserves, certain rights as described in this Declaration with respect to the Country Club Community Association, the Country Club Community Association Properties, and 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 or other instrument by which any property within the Country Club 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 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 shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the office of the Recorder of Franklin County, Ohio. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of their property of the Declarant whether located in the Country Club Community Area or otherwise.

Section 7.2. Declarant's Approval of Conveyances or Changes in Use of the 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 Owners, 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, agents, employees, and assigns upon, across, over, in, and under the Country Club Community Area and a right to make such use of 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 Community Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

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"):

7.4.1. The golf cart path easements designated as such on a Plat or Plats which shall be used for golf cart paths, pedestrian 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 Facilities.

7.4.2. The golf course easement designated as such on a Plat or Plats which shall be developed as part of the Club Facilities for purposes of landscaping or the placement of any improvements. No improvement shall be placed in a golf course easement area without the prior written consent of the holder of the golf course easement.

7.4.3. Each Privately Owned Site is hereby burdened with an easement permitting golf balls unintentionally to come upon the Site 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

owner or operator of the Club Facilities and the Declarant shall not, under any circumstances, be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement. Neither the Declarant, the Country Club Community Association nor the Master Association shall be responsible or liable in any way for any disputes between an Owner and any person's use of the Club Facilities. All Owners, by acceptance of the conveyance of a Site, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Club Facilities or the location of the Site.

Declarant reserves the right to grant or deed such easement rights to the person or entity developing the Club Facilities and to impose such 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 is made for the benefit of Declarant, the owner or operator of the Club Facilities, the members 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 purposes.

Section 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 Facilities and their guests, an easement to use the roadways and entrances of the Country Club Community Area and 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 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 for the enjoyment of the Club Facilities.

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

Section 7.6. Easements Deemed Created. All conveyances of property within the Country Club Community Area, 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 VII appears in the instrument for such conveyance.

#### ARTICLE VIII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for 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 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) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Country Club Community Documents for failure to perform an obligation under the Country Club Community Documents or because the Country Club Community Association has incurred an expense on behalf of the Owner under the Country Club Community Documents. The Base, Special, and Default 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 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 failure of the Country Club Community Association or Board of Trustees to take some action or perform some function required to be taken or performed by the Country Club Community Association or Board of Trustees under the Country Club Community Documents or for inconvenience or discomfort arising from the making 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 governmental authority.

Section 8.2. Purpose of Assessments. The Assessments levied by 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 additions thereto, reserve 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 on funds borrowed by the Country Club Community Association.

**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 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 December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Country Club Community Association's Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Country Club Community 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 Apportionment of Base Assessments.** 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 product of (a) the then current Assessed Valuation for such Privately Owned Site multiplied by (b) a 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 current Assessed Valuation of all Privately Owned Sites. Once established, except for correction of a clerical error, the Assessed Valuation for each year 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 or otherwise.

8.4.1. As soon as shall be practicable in each year, the Country Club Community 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 Site for the year in question.

8.4.2. 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 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 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 Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. 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 the day of the recording of the Supplemental Declaration incorporating them into the Country Club Community Area, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on a 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 Country Club Community Association may agree with the Master Association for the 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 Owned Site or affect the Country Club Community Association's ability to enforce or collect its Assessments as provided hereunder if they are not remitted to the Master Association in a timely manner.

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 purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25% of the gross annual budget of the Board for that year shall require the assent of at least 67% of the votes of the Owners who are voting in person or by proxy at a special meeting of the Owners duly called as provided in the Code of Regulations for that purpose attended by at least 60% of the Owners in person or by proxy, written notice of which shall be sent to all Owners at least 10 days in advance and 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 pursuant to this section shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in instalments extending beyond

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

**Section 3.7. Default Assessments.** 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 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 their due date.

**Section 3.8. Effect of Non-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:

- 8.8.1. Assess a late charge of not less than 5% of the delinquent 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;
- 8.8.3. Suspend the voting rights of the Owner during any period of delinquency;
- 8.8.4. 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;
- 8.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;
- 8.8.6. File a statement of lien with respect to the Privately Owned Site, and foreclose on the Privately Owned Site as set forth in more detail below; and
- 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 lien 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

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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 provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Country Club Community Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Country Club Community Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Country Club Community Association 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 Country Club Community 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 Country Club Community Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Country Club Community Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

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 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 unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring 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 Country Club Community Association under Section 8.12 hereof.

Section 8.10. 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 refinance any such purchase money loan, provided that any such 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 Country Club Community Area shall constitute a waiver of the homestead exemption by the grantees 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 of any Privately Owned Site pursuant to a decree of foreclosure or by a 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 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.

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

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;

8.11.3. The Country Club Community Association Properties; and

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.

Section 8.12. Statement of Status of Assessments. Upon 10 days written 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 be furnished a statement of the account for such Privately Owned Site setting forth:

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;

8.12.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.12.3. Any other information deemed proper by the Country Club Community Association.

The information contained in such statement, when signed by the Treasurer or Manager, 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.

Section 8.13. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, 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.

#### 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 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 9.3, to the following, in the order stated:

9.1.1. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Country Club Community Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

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 Documents; and

9.1.3. The promotion of the recreation, health, safety, and 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 payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 8.2, the Country Club Community Association is hereby granted the right to borrow funds from time to 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 Country Club Community Association is hereby granted the right and power:

9.2.1. To assign and pledge all revenues received and to be received by it under any provision of the Country Club Community Documents, including, but not limited to, the proceeds of the Base Assessment's 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 Country Club Community Association covenants:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Country Club Community Association first to the payment of all Principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(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 or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Country Club Community Association; and

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.

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

Section 9.3. Authority 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

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 the Country Club Community Documents.

#### 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 Master Association Documents, and any amendments thereto.

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 Owned Sites and all structures, landscaping, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain 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 responsibilities of such Owner if, in the opinion of the Board the level and quality of maintenance responsibility provided by 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 adequately provide such maintenance. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building or landscape maintenance, or within 10 days in the case of other maintenance, after mailing of such written notice, then the Country Club Community Association may proceed with such remedial action. Before assuming the maintenance responsibilities, the board of trustees of the Master Association shall notify the Owner and the Board of the Country Club Community Association in writing of its intention to do so, and if such Owner or the Country Club Community Association has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building or landscape maintenance, or within 10 days in the

case of other maintenance, after the date of the mailing of such 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 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 Documents and all other rights of 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 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, trustees, agents and employees and agrees that no claim may be brought against any party authorized to act under this Section for damages caused in the performance of these rights. Each Owner shall indemnify and hold the Country Club Community Association, the Master Association and their respective officers, trustees, agents and employees harmless from and against any and all claims arising out of any action undertaken by them pursuant to this Section.

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 Owned Site shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by 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 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 after full compliance with all county and municipal zoning and subdivision regulations. Declarant's consent shall be conditioned 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 Sites shall make adequate provision for the adjustment of voting rights and liability for payment of Assessments appurtenant to or imposed 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, personal 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 Association. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Privately Owned Site as such Owner concludes to be desirable; provided, however, that none of such insurance coverages obtained by an Owner shall affect any insurance coverages obtained by the Master Association or the Country Club Community Association nor cause the diminution or termination thereof. Any such insurance obtained by an Owner shall waive the particular insurance company's right of subrogation against the Master Association, the Country Club Community Association and other Owners.

Section 10.5. Damage or Destruction on Privately Owned Sites. In the event of damage or destruction to the Improvements located on any of the Privately Owned Sites, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior 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 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 as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of such Site until repair and reconstruction is recommenced. Such fine shall be a Default Assessment and a lien against the Privately Owned Site as provided 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 bikes, recreational vehicles, motor homes, 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 automobiles only may be parked in areas designated by the Board and on the paved portion of a Privately Owned Site. This restriction,

however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Country Club Community Area or for the initial construction by Declarant or other Owners. No work on automobiles or other vehicle repair shall be performed in any portion of the Country Club Community Association Properties or in the Common Areas except in emergencies.

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 purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage. All unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, and all other unsightly equipment and machinery may be required by Declarant, the Committee or the Board to be stored at a location or locations designated.

Section 10.8. Excavation and Tree Removal. No excavation shall be made except in connection with Improvements approved as herein provided. For purposes of this Section, "excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting) which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land. No trees shall be removed except in accordance with the Design Guidelines.

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

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

Section 10.11. Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Country Club Community Area except those signs approved by the Committee, or signs of Declarant or its affiliates or assigns, or except as may be required by law.

Section 10.12. Animals and Pets. No animals, livestock, or poultry 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 and used in connection with the equestrian operation, if any, established by Declarant or the Master Association.

10.12.1. Household pets, such as dogs and cats, must be contained upon Owner's Privately Owned Site and such pets may not be permitted to run at large at any time.

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

Section 10.13. Drainage. 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 disturbances.

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 to ensure compliance with such construction regulations, the Declarant, the Committee or the Board may collect security deposits from any Owner or person or entity involved in construct or remodeling and use such security deposits to correct violations of the construction regulations. Such security deposits and charges against them shall be in addition to any other remedy provided by this Declaration.

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.

Section 10.17. Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the Committee.

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

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

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

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

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

Section 10.23. Obstructions. There shall be no obstruction of any pedestrian walkways nor interference with the free use thereof except as may be reasonably required in connection with repairs of 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

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 Area except in those areas designated for such purpose. The Board, in its discretion, may ban or permit public assemblages and rallies within the Country Club Community Area.

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

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 an exception is granted in writing by the Committee. If an improvement is commenced and construction is then abandoned for more than 30 days or construction of the exterior of any building is not completed within the required 12-month period, and after notice and hearing as provided in the Code of Regulations, then the Country Club Community Association may impose a fine of not less than \$500 per day on the Owner of the Privately Owned Site until construction 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 a lien as provided in Section 8.7 hereof.

Section 10.27. Pools. No above-ground pools shall be erected, constructed or installed on any Site. Spas and in-ground pools will be permitted subject to prior written approval from the Architectural Review Committee.

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.

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

Section 10.30. Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment including, but not

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

Section 10.31. Window Coverings. All windows in any Building shall have window coverings which 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 prohibited.

Section 10.32. Nuisance. No obnoxious 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.

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 than at a location designated for that purpose by the Committee;

10.33.2. Allowing concrete suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Committee;

10.33.3. Removing any rock, plant material, top soil or other similar items from any property of others;

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

10.33.5. Use of surface water for construction; or

10.33.6. Careless disposal of cigarettes and other 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 the following conditions:

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

10.34.2. The lease shall be specifically subject to the Country Club Community Documents and any failure of a tenant to comply with the Country Club Community Documents shall be a default under the lease; and

10.34.3. The Owner shall be liable for any violation of the Country Club Community Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

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, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit 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, or transport to or from any portion of the Country Club Community Area any Hazardous Materials except in compliance with the Environmental Laws.

Section 10.36. Drainage and Septic Systems. Catch basins and 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 itself 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 the written consent of the Committee, are prohibited within the 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

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

Section 10.38. On-Site Fuel Storage. No on-site storage of 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 Community Association shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment.

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

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

#### ARTICLE XI

##### ARCHITECTURAL REVIEW COMMITTEE

Section 11.1. Membership. There is hereby established an 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.

Section 11.2. Purpose. 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 Club Facilities are located on property not governed by the Country Club Community Documents, and therefore, shall not be subject to these covenants, conditions and restrictions. The Committee shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Site, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

##### Section 11.3. Organization and Operation of Committee.

11.3.1. The term of office of each member of the Committee, subject to Section 11.1, shall be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 11.1.

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 annually from among the members of the Committee by majority vote of said members.



11.3.3. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. Such notice shall set forth the time and place of said meeting, which notice may be waived by any member. In the absence of a chairman, the parties appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

11.3.4. The affirmative vote of a majority of the members of the Committee present at a meeting at which a quorum is present shall govern its actions and be the act of the Committee. A quorum shall consist of a majority of the members.

11.3.5. The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

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 charge a filing fee for each application submitted to it for review, in an amount which may be established by the Committee from time to time, and such filing 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.

Section 11.5. Design Guidelines and Rules. The Committee shall adopt, establish and publish, from time to time, Design Guidelines, which shall be a Country Club Community Document. The Design Guidelines shall not be inconsistent with the Declaration but shall more specifically define and describe the design standards for the 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.

Section 11.6. Variations. The Committee may authorize variations from compliance with any of the Design Guidelines and their procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variations 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.

Section 11.7. Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any

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 Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding 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. Neither 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.

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 agent, an existing or prospective Mortgagee or a prospective grantee, the Committee shall issue an acknowledged certificate, in recordable form, setting forth generally whether or not, to the best 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 thereof, it shall be conclusively presumed that the Owner and the affected Privately Owned Site is in conformance with all the terms and conditions under the control of the Committee.

Section 11.9. General. The right of an Owner, developer, person or other entity to construct, reconstruct, refinish, alter or maintain 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 conduit thereon or thereover, shall be subject to the Design Guidelines and to the general restrictions set forth herein.

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 definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing Improvements, 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 from the Committee and otherwise complies with the provisions hereof. Any excavation, construction, reconstruction, or the refinishing or alteration of any part of the

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 necessary.

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

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 Board from the Country Club Community Area without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations.

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 Community Area and the Expansion Country Club Community Properties.

#### ARTICLE XII

##### GENERAL PROVISIONS

Section 12.1. Term. The covenants and restrictions of this Declaration shall run with the land and bind the Country Club Community Area for a term of 50 years from the date this 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.

Section 12.2. Amendment. Subject to the provisions of Article XIII of this Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time. Thereafter, Declarant may unilaterally amend this Declaration 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 Privately Owned Sites, (c) required to conform to the requirements of FPLMA or FHLBC, 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 may be made only with the consent of Declarant and the affirmative vote or written consent, or any combination thereof, of at least 67% of the Members; provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes 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 consent of Declarant or the assignee of such right or privilege.

Section 12.3. Effective on Recording. Any amendment, to be effective, must be recorded in the office of the Recorder of 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 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 hereof 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.

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

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

**Section 12.8. Failure to Comply.** Failure to comply herewith shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. 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. Failure 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 the right to do so thereafter.

**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 Association or the Declarant, on behalf of the Owners, the right 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 or its occupants, guests or tenants for any actions taken pursuant to this Declaration.

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

**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 any of the Country Club Community Documents at any time.

**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 the enforcement of or to restrain the violation of the Country Club Community Documents, the prevailing party shall be entitled to

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

Section 12.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Country 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.

Section 12.15. Severability. This Declaration, to the extent 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 prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

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.

Section 12.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 12.18. Registration of Mailing Address. Each Owner and Member 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 be deemed to be the address of the Owner's Privately Owned Site.

Section 12.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be 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 and 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 established by the Country Club Community Association from time to time by notice to the Owners and Members.

Section 12.20. Waiver. No failure on the part of the Country Club Community Association, the Board, or the Committee to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein

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 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. Any 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, the Master Community Documents shall control.

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 notice, to amend or waive the terms and conditions of use of the Club Facilities, including, without limitation, eligibility for and 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-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues and other 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 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 whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 12.25. Litigation. 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 institute proceedings as provided above.

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 cooperative encumbering any such property.

Section 12.27. Limitation of Liability and Indemnification. The Country Club Community 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 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 members shall not be liable for any mistake of judgment, negligent 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 such officers 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 liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Country Club Community Association shall, at its expense, maintain



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

Section 12.28. Notice of Sale or Transfer of Title. In the event that any Owner desires 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 of title to the Site.

Section 12.29. Security. The Country Club Community Association 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, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors 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 or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests 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 fire 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 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 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 whole or in part from the negligence of Declarant or any other entity or person designing, constructing, managing, operating or owning the Club Facilities. Each Owner and the Country Club Community 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 guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities as originally designed and constructed and as it may be altered in design, layout and construction from time to time.

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 until 21 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 XIII apply to this Declaration, the Articles and the Code of Regulations.

Section 13.2. Notices of Action. A holder, insurer, or guarantor 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 guarantor and identification of 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 guaranteed by such Eligible Holder;

13.2.2. Any default in performance of any obligation under the Country Club Community Documents, 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 guaranteed by such Eligible Holder (or any First Mortgagee) which continues for a period of 60 days;

13.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Country Club Community Association; or

13.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.3 and 13.4.

Section 13.3. Other Provisions for the Benefit of Eligible 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 shall be obtained before taking the following actions:

13.3.1. Restoration or repair of the Country Club Community Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Country Club Community Documents and the original plans and specifications; or

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.

Section 13.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Country Club Community Association Properties, the following approvals shall be required:

13.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Country Club Community Association; and

13.4.2. 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 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 of correcting technical errors or for clarification):

(a) Voting;

- such liens;
- (b) Assessments, Assessment liens, subordination of
  - (c) Insurance or fidelity bonds;
  - (d) Rights to use of the Common Area;
  - (e) Responsibility for maintenance and repair of the Country Club Community Association Properties;
  - (f) Convertibility of Privately Owned Sites into Common Areas or Common Areas into Privately Owned Sites;
  - (g) Any provisions which are for the express benefit of Mortgagees;
  - (h) Reserves for maintenance, and replacement of the Common Area;
  - (i) Boundaries of any Privately Owned Site; or
  - (j) Leasing of Privately Owned Sites.

Section 13.5. Other Approval Requirements. Unless at least 67% of the First Mortgagees (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:

13.5.1. 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);

13.5.2. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

13.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Area; provided, however, the issuance and amendment of the Design Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

13.5.4. Fail to maintain fire and extended coverage insurance on insurable Improvements to the Common Area in an amount equal to 100% of current replacement cost; or

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

Section 13.6. First Mortgagees May Pay Country Club Community Association Property Charges. Any First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which 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 Community Association.

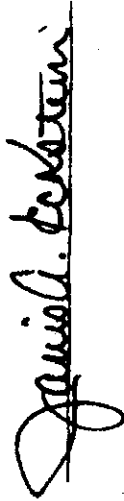
Section 13.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article XIII and a negative response is not received by the Country Club Community Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof,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

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

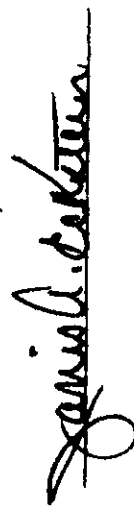
THE NEW ALBANY COMPANY, an Ohio partnership

Signed in the presence of:





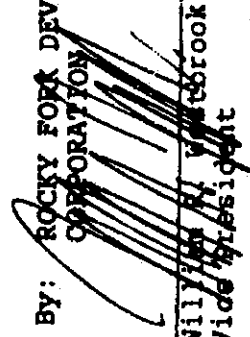




By: BLACKLICK INVESTMENTS, INC.

By:  JOHN W. KESSLER, President

And By: ROCKY FORK DEVELOPMENT CORPORATION

  
By: WILLIAM H. WATERBROOK, Vice President

STATE OF OHIO )  
 ) SS.  
 )  
COUNTY OF FRANKLIN )

This agreement was acknowledged and signed before me this 29<sup>th</sup> day of November, 1992, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio partnership.

  
Notary Public

PAUL S. COPPEL Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS.  
 )  
COUNTY OF FRANKLIN )

This agreement was acknowledged and signed before me this 29<sup>th</sup> day of November, 1992, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of the New Albany Company, an Ohio partnership.

  
Notary Public


PAUL S. COPPEL Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

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

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:

THE NEW ALBANY COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.

Paul S. Coppel  


By: Frank Lovick  
Lovick Suddath, President

STATE OF OHIO )  
                          ) SS.  
COUNTY OF FRANKLIN )

This agreement was acknowledged and signed before me this 3rd day of DECEMBER, 1970, by Lovick Suddath, as President of The New Albany Country Club Community Association, Inc.

Paul S. Coppel  
Notary Public

PAUL S. COPPEL, Attorney at Law  
Notary Public, State of Ohio  
My Commission has No Expiration Date  
Section 147.03 O.R.C.

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

3379Q

16185F20

EXHIBIT A

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

Being Lots 1 through 51, both inclusive, and the area designated as Reserve A of "The New 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 66, Recorder's Office, Franklin County, Ohio.



16105601

EXHIBIT B

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.

33790

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

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "First Supplemental Declaration") is made this 17th day of MAY, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

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 16185C15 in the office of the Recorder, Franklin County, Ohio;

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

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 full force and effect.

The Declaration is hereby amended as follows:

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

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 for each Privately Owned Site, which Base Assessment shall be apportioned to the total Base Assessment then being levied by the Country Club Community Association divided by the total number of Privately Owned Sites. Base Assessments shall be uniform for all Privately Owned Sites in the Country Club Community.

Franklin County, Ohio  
Recorder's Office

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL 10996 PAGE 19  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

TRANSFERRED  
NOT NECESSARY  
JUN 6 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

17075F14

Section 3. Approval Required. The last sentence of Section 11.10 is hereby deleted.

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

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of: BY: BLACKLICK INVESTMENTS, INC.

Carol A. Robey  
Kimberly J. Kessler

By: John W. Kessler  
John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT CORPORATION

Carol A. Robey  
Kimberly J. Kessler

By: William R. Westbrock  
Vice President

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS.

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

Carol A. Wilcox  
Notary Public CAROL A. WILCOX  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 24, 1994

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS.

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by William R. Westbrock, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox  
Notary Public CAROL A. WILCOX  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 24, 1994

TIME 1:00 A M  
RECORDED FRANKLIN CO., OHIO  
JUN 6 1991  
JOSEPH W. TESTA, RECORDER  
RECORDER'S FEE \$ 13.00-2-

17075F15

JOINER 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:

Carol A. Wilcox  
Kirkley J. Keppel

THE NEW ALBANY COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.

By: [Signature]  
John W. Kessler  
President

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

This First Supplemental Declaration was acknowledged and signed before me this 1<sup>st</sup> day of May, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc.

Carol A. Wilcox  
Notary Public  
CAROL A. WILCOX  
NOTARY PUBLIC, 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

51650  
5/07/91

17272F11

17075F13

206233

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

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "First Supplemental Declaration") is made this 17th day of MAY, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

221650

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 Recorder, Franklin County, Ohio; and

WHEREAS, pursuant to the terms of Article X, Section 10.2 of the Declaration, Declarant reserved the right to amend the 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 full force and effect.

The Declaration is hereby amended as follows:

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

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 Association divided by the total number of Privately Owned Sites. Base Assessments shall be uniform for all Privately Owned Sites in the Country Club Community.

RECORDED TO CORRECT  
SCRIVENER'S ERROR

PARTNERSHIP	
FILING DATE	12-31-87
RECORDED VOL	10996
PAGE	119
JOSEPH W. LESIA RECORDER	
FRANKLIN COUNTY, OHIO	

CONVEYANCE TAX	
EXEMPT	
<i>[Signature]</i>	
PALMER C. MCNEAL FRANKLIN COUNTY AUDITOR	

TRANSFERRED	
NOT NECESSARY	
JUN 6 1991	
PALMER C. MCNEAL AUDITOR	
FRANKLIN COUNTY, OHIO	

17272F12

17075F14

Section 3. Approval Required. The last sentence of Section 11.10 is hereby deleted.

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

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of:

By: BLACKLICK INVESTMENTS, INC.

Carol A. Robey  
Kimberly J. Kessler

By: John W. Kessler  
John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT CORPORATION

Carol A. Robey  
Kimberly J. Kessler

By: [Signature]  
William K. Westbrook,  
Vice President

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

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

Carol A. Wilcox  
Notary Public      CAROL A. WILCOX  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 24, 1994

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

TIME 11:00A M      Carol A. Wilcox  
RECORDED FRANKLIN CO., OHIO      Notary Public  
CAROL A. WILCOX  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 24, 1994

JUN 6 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$ 13.00 -2-

17272F13 17075F15

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:

Carol A. Wilcox  
Kirkley J. Keppel

THE NEW ALBANY COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.

By: John W. Kessler  
John W. Kessler  
President

STATE OF OHIO

COUNTY OF FRANKLIN

)  
) SS.  
)

This First Supplemental Declaration was acknowledged and signed before me this 1<sup>st</sup> day of May, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc.

Carol A. Wilcox  
Notary Public

CAROL A. WILCOX  
NOTARY PUBLIC, 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

TIME 830A M  
RECORDER FRANKLIN CO., OHIO

JUL 10 1991

RE-RECORD 1

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE 14.00

18263F06

295508

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

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

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 Recorder, Franklin County, Ohio;

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

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

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

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. In the case of conflict between this Supplemental Declaration and the Declaration, as amended, the terms of this Supplemental Declaration shall control. Any term or provision of the Declaration, as amended, not amended by this Supplemental Declaration shall remain the same and in full force and effect.

The Declaration is hereby amended as follows:

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

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

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of:

By: BLACKLICK INVESTMENTS, INC.

Name: [Signature]  
Paul S. Cooper

By: [Signature]  
John W. Kessler, President

Name: [Signature]  
David M. [Signature]  
David M. [Signature]

TRANSFERRED  
NOT NECESSARY  
next DEC 28 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

[signatures continue on



And By: **ROCKY FORK DEVELOPMENT CORPORATION**

Name: *Paul S. Coppel*  
Name: *David M. Kessler*  
Name: *Dawn M. Seneca*

By: *[Signature]*  
**William R. Westbrook,**  
Vice President

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

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

*[Signature]*  
Notary Public

**PAUL S. COPPEL, Attorney at Law**  
Notary Public, State of Ohio  
My Commission Expires 12/31/92  
Section 147.01, O.S.

STATE OF OHIO )  
                  ) SS.  
COUNTY OF FRANKLIN )

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

*[Signature]*  
Notary Public

**PAUL S. COPPEL, Attorney at Law**  
Notary Public, State of Ohio  
My Commission Expires 12/31/92  
Section 147.01, O.S.

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

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

Signed in the presence of:

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

*[Signature]*  
Name: *Paul S. Coppel*  
*[Signature]*  
Name: *David M. Kessler*  
*[Signature]*  
Name: *Dawn M. Seneca*

By: *[Signature]*  
**John W. Kessler**  
President

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL 10976 PAGE 102  
[signatures continue on next page] **JOSEPH W. TESTA**  
RECORDER  
FRANKLIN COUNTY, OHIO

18263F08

STATE OF OHIO  
COUNTY OF FRANKLIN

)  
) SS.  
)

The foregoing instrument was acknowledged before me this 10th day of 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. COPPEL, Attorney at Law  
Notary Public, State of Ohio  
My Commission Expires September 9, 1993  
Section 147.03 O.R.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

**MAIL**

6445Q

TIME 2:30 P M  
RECORDER FRANKLIN CO., OHIO

DEC 20 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE 13.00



200403120054829

POSTAGE \$4.00  
03/12/2004 2:21PM 72094822943  
Robert G. Montgomery  
Franklin County Recorder

Handwritten initials: RB, LF

Stewart Title Agency  
of Columbus Box

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

THIS FORTY-FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "Forty-First Supplemental Declaration") is made as of the 12 day of March, 2004, by **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 (hereinafter referred to as "Declarant").

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 covenants, 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;

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, 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 representatives, successors and assigns.

TRANSFER  
NOT NECESSARY

MAR 12 2004

JOSEPH W. TESTA  
AUDITOR

FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
	JOSEPH W. TESTA FRANKLIN COUNTY AUDITOR

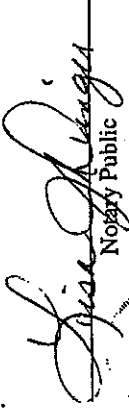
The Declarant has executed this Forty-First Supplemental Declaration as of the date first above written.

**THE NEW ALBANY COMPANY LLC,**  
A Delaware limited liability company

  
William G. Ebbing, President

STATE OF OHIO )  
) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2004, by William G. Ebbing, as President of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.

  
Lisa J. Dinger  
Notary Public



LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

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

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

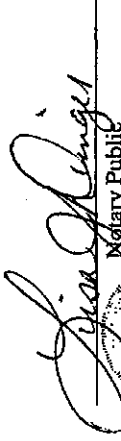
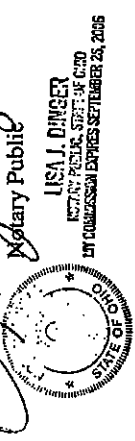
The New Albany Country Club Community Association, Inc. hereby joins in this Forty-First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

THE NEW ALBANY COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.

  
Brent B. Bradbury, Treasurer

STATE OF OHIO            )  
                                  ) SS.  
COUNTY OF FRANKLIN    )

The foregoing instrument was acknowledged before me this 04<sup>th</sup> day of March, 2004, by Brent B. Bradbury, as Treasurer of THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

  
Notary Public  


This instrument was 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.

15485108

DEED OF EASEMENT

075510

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an 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:

*2102*  
RECORDED FRANKLIN COUNTY, OHIO

(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. *12.00*

The Grantor and Grantee understand and hereby agree that all 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 that Grantee will, upon application by the Grantor or Grantor's successors and assigns forever, provide one (1) tap, one inch (1") or smaller, per dwelling now constructed or to be constructed on Grantor'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 Grantor or Grantor's successors and assigns, shall have the right to connect such dwelling or dwellings water lines to and withdraw water supplies from said water main in accordance with the rules, regulations 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 rates, 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 main, but no charge shall be less than that required for a frontage of fifty feet (50').

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 or defenses.

The Grantee, as soon as practicable after construction of the Improvement; 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 contained herein.

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

CITY ATTORNEY'S OFFICE  
REAL ESTATE DIVISION  
109 N. FRONT STREET  
COLUMBUS, OHIO 43215

MAIL

TRANSFERRED  
NOT NECESSARY  
JUL 19 1990  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL

15485109



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 the 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 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.

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

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 12<sup>th</sup> day of July 1990.

Signed in the presence of:

THE NEW ALBANY COMPANY, an Ohio partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner


By:   
WILLIAM WESTBROCK  
Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 12<sup>th</sup> day of July 1990, before me, a Notary Public in and for the said state, personally came William R. Westbrock, 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 and affixed my seal on this day and year aforesaid.

(seal)

  
Notary Public

PAUL S. GORMAN, Attorney at Law  
Notary Public, State of Ohio  
My Commission Expires on 12/31/92  
Section 14943 O.R.C.

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

731-(36)  
28210(670 & 671); 05/23/90

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL 10996 PAGE 149  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO



## EXHIBIT "A"

## Legal Description

## PARCEL 731-36

Situated in the State of Ohio, County of Franklin, Township of Plish, in Quarter Township 3, Township 2 North, Range 16 West, United States Military Lands: Being a permanent easement strip 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 (60 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 tract 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 5.292 acre 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 0° 16' 54" W parallel with and 20.00 feet westerly by perpendicular measurement from the west right-of-way line of Harlem Road (60 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 4.988 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 0° 16' 54" 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' 09" 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' 09" 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 46.70 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 said 5.292 acre tract a distance of 34.48 feet to the true place of beginning of said permanent easement strip;

containing 11,462 square feet (± 0.263 acre) of land more or less.

17121609

209700

**DEED OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an 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 water lines and appurtenances (the "Improvements") thereto:

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

Prior Instrument Reference: Official Record Volume 12773F17, Recorder's Office, Franklin County, Ohio.

The Grantor and Grantee understand and hereby agree that all 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 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 dwelling(s) is within 400 feet of the abutting roadway center line, and the Grantor shall have the right to connect said water main in water line(s) to and withdraw water supplies from such water main in accordance with the rules, regulations 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 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 based 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 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 contained herein.

The perpetual easement rights granted herein are "exclusive" as 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 Grantor 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 the

**MAIL**

CITY ATTORNEY'S OFFICE  
REAL ESTATE DIVISION  
109 N. FRONT STREET  
COLUMBUS, OHIO 43215

TRANSFER NOT NECESSARY  
JUN 14 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

TRANSFERRED  
VOID  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

17121610

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 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.

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

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 4<sup>th</sup> day of May, 1991.

Signed in the presence of:

*James A. Eckstein*  
*Richard A. Pieplow*

THE NEW ALBANY COMPANY, an Ohio partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner

BY: *William R. Westbrook*  
WILLIAM R. WESTBROOK  
Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 4<sup>th</sup> 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 and affixed my seal on this day and year aforesaid.

(seal)

*James A. Eckstein*  
Notary Public

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



JAMES A. ECKSTEIN  
Notary Public, State of Ohio  
My Commission Exp. 7-27-92

2667Q; 673 & 674

FOR: Division of Water  
Re: 732-19

*W.P.F.*  
TOWN OF FRANKLIN CO., OHIO

PARTNERSHIP  
FILING DATE 6-2-91-87  
RECORDED W0996 PAGE 49  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

JUN 14 1991

REC'D - TESTA, RECORDER

## EXHIBIT A

Situated in the State of Ohio, County of Franklin, Township of Plain and bounded and described as follows:

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 acre tract 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  $88^{\circ}36'53''$  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  $13^{\circ}13'52''$  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  $2^{\circ}22'53''$  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 North  $88^{\circ}36'53''$  West along said south line 15.03 feet to a point;

thence North  $2^{\circ}22'53''$  West parallel with the said westerly right-of-way line a distance of 168.64 feet to a point;

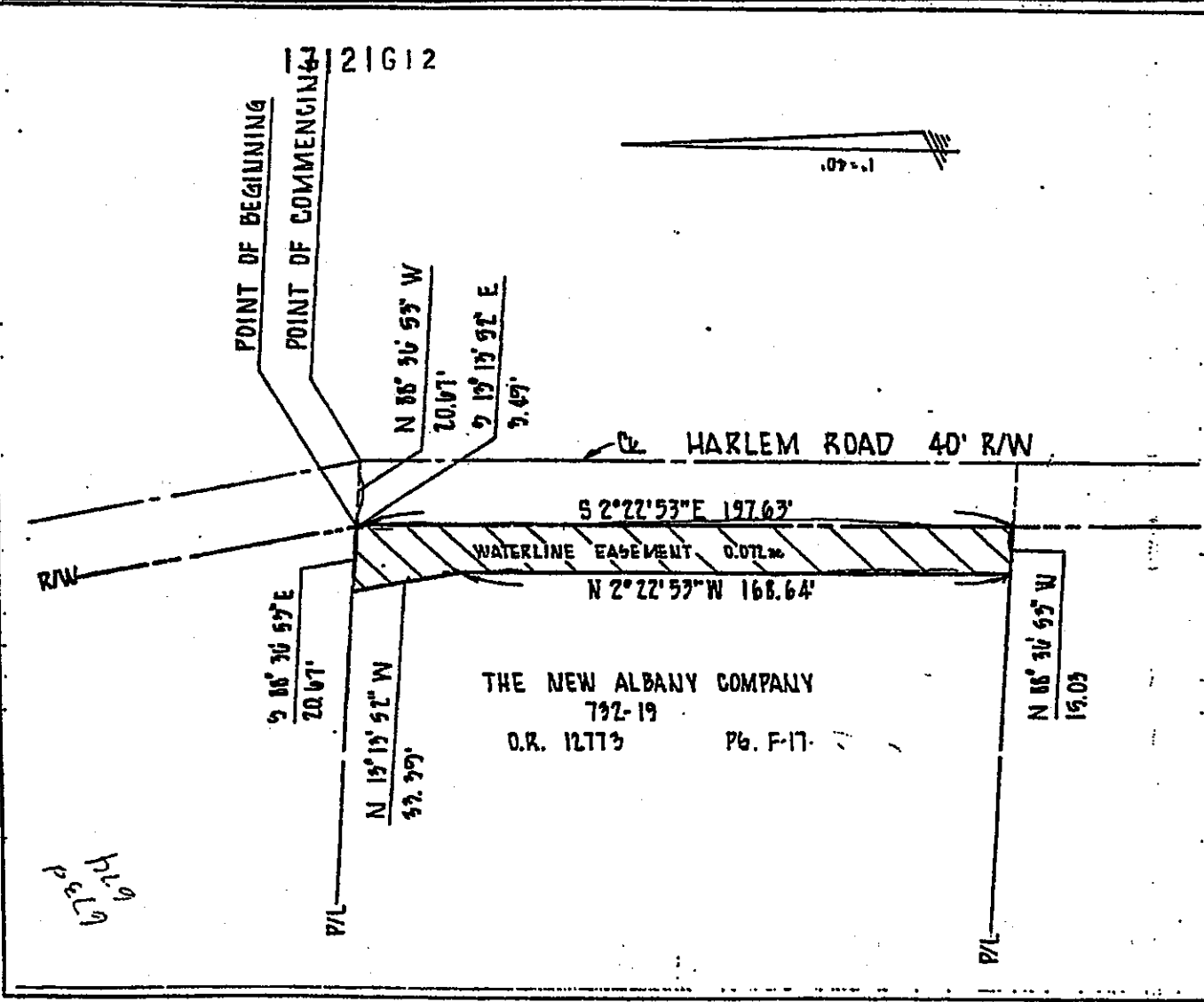
thence North  $13^{\circ}13'52''$  West a distance of 33.39 feet to the north line of said 4.154 acre tract;

thence South  $88^{\circ}36'53''$  East along the north line a distance of 20.67 to the point of beginning;

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

DODSON-LINDBLOM ASSOCIATES, INC.  
Consulting Engineers  
170 North High Street  
COLUMBUS, OHIO 43215  
(614) 224-1251

CALCULATED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_



PLAT 124-19, FROM THE 1915

17121017

DEED OF EASEMENT

209687

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an 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 water lines and appurtenances (the "Improvements") thereto:

CONVEYANCE TAX

EXEMPT

PALMER C. MCNEAL  
 CLERK OF COURT'S AUCTION

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

Prior Instrument Reference: Official Record Volume 12773C08, Recorder's Office, Franklin County, Ohio.

TRANSFERRED  
 NOT NECESSARY

JUN 14 1991

PALMER C. MCNEAL  
 AUCTIONER  
 FRANKLIN COUNTY, OHIO

The Grantor and Grantee understand and hereby agree that all 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 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 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 accordance with the rules, regulations 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 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 based 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 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 contained herein.

The perpetual easement rights granted herein are "exclusive" as 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 Grantor 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 the

MAIL

CITY ATTORNEY'S OFFICE  
 REAL ESTATE DIVISION  
 109 N. FRONT STREET  
 COLUMBUS, OHIO 43215

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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 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.

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

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 4<sup>th</sup> day of May, 1991.

Signed in the presence of:

*Janis A. Eckstein*  
*Glenda J. Hanson*

THE NEW ALBANY COMPANY, an Ohio partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner

BY:

*William R. Westbrock*  
Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 4<sup>th</sup> day of May, 1991, before me, a Notary Public in and for the said state, personally came William R. Westbrock, 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 and affixed my seal on this day and year aforesaid.

(seal)

*Janis A. Eckstein*  
Notary Public

This instrument prepared by:  
By: Richard A. Pieplow  
Real Estate Attorney  
Real Estate Division



FOR: Division of Water  
RE: 732-14

TIME 3:00 P  
RECORDER FRANKLIN CO., OHIO

26680; 641

PARTNERSHIP  
FILING DATE 6-26-89  
RECORDED VOL 10996 PAGE 149  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

JUN 14 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE 14.00

## EXHIBIT A

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

Being a part of the Third Quarter of Township 2, North, Range 16, West, United States Military Lands and being a part of a 130.155 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 12773C08, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Section Number 1

Commencing at a point in the centerline of Harlem Road, said point 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;

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 1.00 acre tract of land owned by The New Albany Company by deed of record in Official Record 12773F17;

thence, North 89°44'03" West along the north line of said 1.00 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 to a point on the north line of said 130.155 acre tract;

thence, South 89°44'03" East along the north line of said 130.155 acre tract a distance of 20.53 feet to the point of beginning;

It is understood that the easement described above contains 0.024 acre, more or less.

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 a 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;

thence, North 88°36'53" West along the south line of said 130.155 acre tract a distance of 20.67 feet to a point;

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;

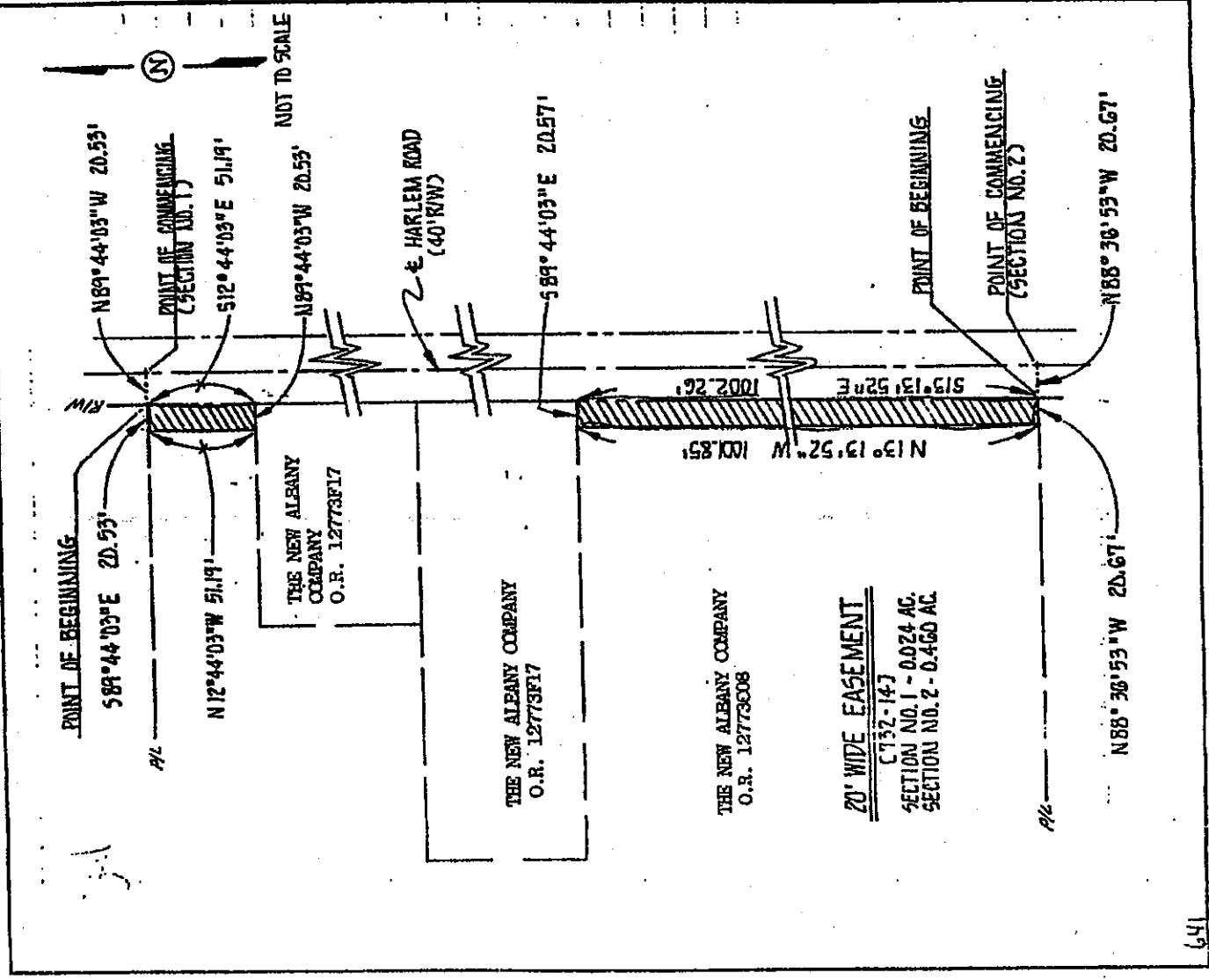
thence, South 89°44'03" East along the south line of said 3.00 acre tract a distance of 20.57 feet to a point on the said westerly right-of-way line;

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 of beginning.



**DODSON-LINDBLUM ASSOCIATES, INC.**  
 Consulting Engineers  
 170 North High Street  
 COLUMBUS, OHIO 43215  
 (614) 224-1251

JOB NO. \_\_\_\_\_ OF \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
 CALCULATED BY \_\_\_\_\_ DATE 1712102  
 CHECKED BY \_\_\_\_\_ DATE 1712102  
 SCALE NONE



641

PLAT NO. 12773-147

AREA NUMBER 2, 1766 ACRES

21466E03

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

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
220-837	78.040	
220-909		
220-521	54.747	
220-1767		
220-546	4.496	
220-360	6.551	
220-219	4.080	
220-403	1.553	
220-492	1.442	
220-361	4.788	
220-215	3.800	
220-663	5.265	
220-1791	5.479	
220-301		
220-300		
220-278	15.167	
222-494	6.496	
222-873	5.993	
220-330	5.390	
220-1871	3.951	220-1290
220-50		
220-2063	3.875	
222-315	97.697	
222-403	121.347	
222-333	40.608	
222-315	79.220	
222-770	96.137	
222-334	29.430	
222-55	73.743	
222-316		
222-293	105.411	
222-580	40.000	
222-660	62.228	
222-553	11.343	
222-312	5.000	
220-796	1.289	
222-257	2.475	
222-239	43.525	
222-237	45.352	
222-238	18.478	
222-852	4.091	
222-831	3.268	
222-419	18.338	
222-729		
222-103	15.506	
220-471	60.000	
220-30	77.040	
222-789	1.416	

Continued.....

PARCEL NO.

ACREAGE

222-844	1.091
220-1020	24.642
220-1024	13.675
222-849	1.091
220-108	54.243
220-1083	7.295
220-776	1.335
222-534	0.576
222-425	9.795
220-797	2.400
222-827	1.290
222-225	0.561
220-823	7.004
220-120	105.659
222-872	1.901
222-851	1.901
222-802	0.532
222-723	0.525
222-839	1.807
222-925	0.596
222-571 & 222-531	1.145
222-546	0.593
222-873	1.091
220-607	8.110
222-882	1.026
222-575	0.579
220-366	14.365
220-191	12.811
222-755	0.579
222-240	3.993
222-680 & 222-402	4.873
220-434	3.000
222-653	1.002
222-625	1.002
222-652	1.002
220-1608	87.882
220-423	3.338
220-171	5.056
222-641	1.004
222-869	1.123
222-848	0.923
222-425	6.000
222-830	1.309
220-298	5.009
220-2091	
222-573	1.771
220-857	33.500
220-365	
222-828, 222-824 & 222-825	17.463

Continued.....

222-843	1.090	
222-677	0.595	
222-19	0.809	
222-829	1.503	
222-790	1.097	
220-1592	4.080	
222-791	1.110	
220-1592	25.686	220-2083 & 220-2082
220-2082		
220-2081		
222-636	0.595	
222-425	7.984	

and being more particularly described as follows:

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

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

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

thence southerly, along the easterly line of said parcel No. 220-361, a distance of 300.0 feet to a point in the centerline of Morse Road;

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

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;

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

thence southerly, along the easterly line of said parcel No. 220-215, a distance of 544.5 feet to a point in the centerline of Morse Road;

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

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

Continued.....

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

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

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

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. 222-755.

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

thence northerly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 1022.0 feet to a point at the northwesterly corner of parcel No. 222-534;

thence easterly, along the northerly line of said parcel No. 222-534, a distance of 240.4 feet to a point in the westerly line of parcel No. 222-403;

thence northerly, along the westerly line of said parcel No. 222-403, a distance of 216.0 feet to a point in the southerly line of parcel No. 222-333;

thence westerly, along the southerly line of said parcel No. 222-333, a distance of 231.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

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

thence easterly, along the northerly line of said parcel No. 222-839, a distance of 265.8 feet to a point in the westerly line of parcel No. 222-333;

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

northerly, a distance of 150.1 feet to a point;

Continued.....

westerly, a distance of 265.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

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

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

northerly, a distance of 150.0 feet to a point in the southerly line of parcel No. 222-334;

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

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

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

easterly, a distance of 620.0 feet to a point;

northerly, a distance of 325.0 feet to a point;

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

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

thence westerly, along the southerly line of parcel No. 222-312, a distance of 604.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road:

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

thence easterly, along the northerly line of said parcel No. 222-312, a distance of 553.5 feet to a point in the westerly line of parcels No. 222-55 and 222-316;

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

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

Continued.....

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

thence easterly along the centerline of said road, a 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;

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

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

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

thence westerly, along the southerly line of said parcel No. 222-19, a distance of 413.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

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

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

thence northerly, along the westerly line of said parcel No. 222-237, a distance of 416.3 feet to a point;

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

thence northeasterly, along a northwesterly line of said parcel No. 222-237, a distance of 179.1 feet to a point in the southerly line of parcel No. 222-238;

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

westerly, a distance of 720.1 feet to a point;

northeasterly, a distance of 609.1 feet to a point;

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

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

Continued.....

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

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

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

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

thence southerly, a distance of 60.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

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

thence northerly, along the westerly line of said parcel No. 220-108, a distance of 1715.2 feet to a point in the southerly line of parcel No. 220-171;

thence westerly, along the southerly line of said parcel No. 220-171, a distance of 895.1 feet to a point in the centerline of Kitzmiller Road;

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

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

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

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

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

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

Continued.....



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

thence westerly along the southerly line of said parcel No. 222-425, a distance of 509.3 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-425, a distance of 1225.6 feet;

thence easterly, along the northerly line of said parcel No. 222-425, a distance of 189.2 feet to a point in the westerly line of parcel No. 222-425;

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

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;

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

southerly, a distance of 1140.4 feet to a point in the northerly line of parcel No. 222-680;

thence easterly, along the northerly line of said parcel No. 222-680, a distance of 393.9 feet to a point in the centerline of Kitzmiller Road;

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

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

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

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

Continued.....

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

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;  
easterly, a distance of 763.0 feet to a point;  
southerly, a distance of 214.5 feet to a point; and  
easterly, a distance of 676.2 feet to a point at the northeasterly corner of said parcel No. 220-365;

thence southerly, along the easterly line of said parcel No. 220-365, also parcels No. 220-191, 220-366 and 220-2081, a distance of 2037.1 feet to a point at the northwesterly corner of parcel No. 220-120;

thence easterly, along the northerly line of said parcel No. 220-120, a distance of 1352.0 feet to a point;

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

thence easterly, along the northerly line of said parcel No. 220-30, a distance of 1346.8 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-30, a distance of 2544.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 2711.4 feet to a point at the southwesterly corner of parcel No. 220-120;

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

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

Continued.....

thence southerly, along the easterly line of said parcel No. 220-108, a distance of 1712.3 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly along the centerline of said State Route 161, a distance of 712.0 feet to a point at the northeasterly corner of parcel No. 220-823;

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

southerly, a distance of 1339.1 feet to a point;

easterly, a distance of 396.6 feet to a point;

southerly, a distance of 1181.2 feet to a point;

westerly, a distance of 302.1 feet to a point;

northerly, a distance of 538.5 feet to a point;

easterly, a distance of 240.3 feet to a point;

northerly, a distance of 581.7 feet to a point;

westerly, a distance of 396.4 feet to a point;

northerly, a distance of 1399.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 493.2 feet to a point at the northeasterly corner of parcel No. 220-1024;

thence southerly along the meanderings of Blacklick Creek, a distance of 2384.9 feet to a point at the southwestwesterly corner of said parcel No. 220-1024;

thence northerly, along the westerly line of said parcel No. 220-1024, a distance of 449.1 feet to a point at the southeastwesterly corner of parcel No. 220-471;

thence westerly along the southerly line of said parcel No. 220-471, a distance of 1732.5 feet to a point in the centerline of Kitzmiller Road;

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

Continued.....

thence westerly, along the southerly line of said parcel No. 220-831, a distance of 953.0 feet to a point in the easterly line of parcel No. 220-660;

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

thence easterly, along the northerly line of said parcel No. 222-729, a distance of 943.8 feet to a point in the centerline of Kitzmiller Road;

thence southerly, along the centerline of said road, a distance of 1100.3 feet to a point in a southerly line of parcel No. 222-580;

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

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

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

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

thence westerly along the southerly line of said parcel No. 222-553, a distance of 113.1 feet to a point;

thence northerly along the westerly line of said parcel No. 222-553, a distance of 125.0 feet to a point in a southerly line of parcel No. 222-770;

thence westerly along a southerly line of said parcel No. 222-770, a distance of 220.0 feet to a point;

thence southerly, along an easterly line of said parcel No. 222-770, a distance of 130.0 feet to a point at the northwesterly corner of parcel No. 222-869;

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

Continued.....

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

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

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

thence easterly along the northerly line of said parcel No. 222-315, a distance of 252.6 feet to a point in the centerline of Kitzmiller Road;

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

thence easterly, along the northerly line of said parcel No. 220-1020, a distance of 1647.1 feet to a point in Blacklick Creek;

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

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

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

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

thence northerly, along the centerline of said Avis Road, a distance of 44.8 feet to a point at the northwesterly corner of parcels No. 220-521 and 220-1767;

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

easterly, a distance of 989.5 feet to a point;

northerly, a distance of 361.5 feet to a point;

Continued.....

easterly, a distance of 1901.8 feet to a point;  
southerly, a distance of 1032.0 feet to a point;  
westerly, a distance of 746.0 feet to a point at the  
northeasterly corner of parcel No. 220-909;  
thence along the easterly, southerly and westerly lines of  
said parcel No. 220-909 the following courses and distances:  
southerly, a distance of 1726.2 feet to a point in the  
centerline of Morse Road;  
westerly, along the centerline of Morse Road a distance of  
901.6 feet;  
northerly, a distance of 726.0 feet to a point;  
westerly, a distance of 300.0 feet to a point;  
southerly, a distance of 686.0 feet to a point in the  
northerly right-of-way line of Morse Road;  
westerly, along said northerly right-of-way line a distance  
of 922.7 feet to a point in the easterly right-of-way line of  
Avis Road; and  
northerly, a distance of 1683.9 feet to a point at the  
northwesterly corner of said parcel no. 220-909;  
thence easterly, along the northerly line of said parcel  
no. 220-909, a distance of 234.0 feet to a point at the  
southwesterly corner of parcel No. 220-521 and 220-1767;  
thence along the westerly, southerly and northerly lines of  
said parcels No. 220-521 and 220-1767 the following courses and  
distances:  
northerly, a distance of 165.5 feet to a point;  
westerly, a distance of 263.9 feet to a point in the  
centerline of Avis Road;  
northerly, along the centerline of said road a distance of  
60.0 feet to a point;  
easterly, a distance of 967.9 feet to a point;  
northerly, a distance of 165.5 feet to a point; and,

Continued.....

westerly, a distance of 968.0 feet to a point in the centerline of Avis Road;

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

thence westerly, along the southerly line of said parcel No. 220-546, a distance of 629.7 feet to a point in Blacklick Creek;

thence southeasterly along the meanderings of said Blacklick Creek a distance of 302.6 feet to a point in the southerly line of parcels No. 220-279 and 220-2062;

thence westerly along the southerly line of said parcels No. 220-279 and 220-2062, a distance of 57.0 feet to a point at the northeasterly corner of parcel No. 220-1083;

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

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

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

thence southwesterly along the easterly line of said parcel No. 220-360, a distance of 55.2 feet to a point;

thence southeasterly along a northerly line of said parcel No. 220-360, a distance of 85.0 feet to a point in Blacklick Creek;

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

thence westerly along the centerline of said road, a distance of 75.0 feet to the place of beginning and containing 1751.0 acres of land more or less, 883.5 acres in Village of New Albany and 862.5 acres in Plain Township.

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

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

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

thence westerly along a southerly line of said parcel No. 220-893, a distance of 638.7 feet to a point;

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

thence westerly, continuing along a southerly line of said parcel No. 220-893, a distance of 1343.4 feet to a point at the southwesterly corner of said parcel no. 220-893;

thence northerly along the westerly line of said parcel No. 220-893, a distance of 1161.4 feet to a point in the northwesterly corner of said parcel No. 220-893;

thence easterly along a northerly line of said parcel No. 220-893, a distance of 1152.5 feet to a point;

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

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

thence northwesterly along the centerline of said road, a distance of 124.7 feet to a point at the northwesterly corner of parcel No. 222-399;

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

thence southerly along the easterly line of said parcel No. 222-399, and parcel No. 222-386, a distance of 1758.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said road, a distance of 690.7 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-386, a distance of 1383.5 feet to a point in the southerly line of parcel No. 222-399;

Continued.....



AREA NO. 3, 80.872 ACRES

21466E18

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

thence southeasterly, along the centerline 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.

AREA NO. 4  
33.0± ACRES

21466E19

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

PARCEL NO.	ACREAGE
222-97	2.556
222-130	
222-61	4.122
222-90	0.670
222-285	4.217
222-169	14.379
222-215	
222-000040	1.233
222-000102	
222-000107	
222-31	
222-82	0.676
222-65	
222-32	0.172
222-122	0.231
222-243	
222-64	0.115
222-111	0.666
222-165	
222-177	
222-170	
222-79	0.168
222-282	0.514
222-235	
222-5	0.833
222-244	1.250
222-164	0.172
222-203	0.551

and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of parcel No. 222-107;

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

thence southerly along the easterly line of said parcel No. 222-130, a distance of 272.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-30, a distance of 268.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

Continued.....

thence northerly along said right-of-way line, a distance of 324.8 feet to a point in the southerly right-of-way line of State Route 161 (Dublin-Granville Road);

thence 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;

thence southerly, along said right-of-way line, a distance of 563.6 feet to a point;

thence westerly, along the southerly line of Parcels No. 222-164 and 222-170, a distance of 216.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-170, a distance of 50.4 feet to a point;

thence westerly, along the southerly line of parcel No. 222-170, a distance of 260.3 feet to a point at the northeasterly corner of parcel No. 2220215;

thence southerly, along the easterly line of said parcel No. 222-215, a distance of 887.8 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-215, a distance of 421.6 feet to a point at the northeasterly corner of parcel No. 222-285;

thence southerly, along the easterly line of said parcel No. 222-285, a distance of 269.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-285, a distance of 626.6 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 109.6 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-285, a distance of 447.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 100.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-285, a distance of 612.2 feet to a point;

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;

Continued.....

thence westerly, along the southerly line of parcel No. 222-215, a distance of 213.5 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 834.8 feet to a point at the southeasterly corner of parcel No. 222-203;

thence northwesterly along the southerly line of parcel No. 222-203, a distance of 200.0 feet to a point in the easterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence northeasterly, along said right-of-way line, a distance of 100.0 feet to a point;

thence southeasterly along the northerly line of parcel No. 222-203, a distance of 180.4 feet to a point in the westerly line of parcel No. 222-215;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 180.8 feet to a point;

thence easterly, along the northerly line of parcel No. 222-215, a distance of 49.4 feet to a point in the westerly line of parcel No. 222-61;

thence northeasterly along the westerly line of said parcel No. 222-261, a distance of 96.1 feet to a point;

thence northwesterly, along the southerly line of parcel No. 222-261, a distance of 190.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwestwesterly, along the centerline of said road, a distance of 41.0 feet to a point at the southeasterly corner of parcel No. 222-235;

thence northwesterly, along the southerly line of parcel No. 222-235, a distance of 171.0 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-235, a distance of 101.0 feet to a point;

thence southeasterly, along the northerly line of parcel No. 222-235, a distance of 221.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 108.9 feet to a point at the southeasterly corner of parcel No. 222-79;

thence northwesterly, along the westerly line of parcel No. 222-79, a distance of 155.1 feet to a point;

Continued.....

- Page 4 -

thence northeasterly, along the northerly line of parcel No. 222-79, a distance of 55.0 feet to a point in the westerly line of parcel No. 222-90;

thence northwesterly, along the westerly line of parcel No. 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);

thence northeasterly, along the centerline of said road, a distance of 115.2 feet to a point at the northwesterly corner of parcel No. 222-5;

thence southeasterly along the northerly line of said parcel No. 222-5, a distance of 232.2 feet to a point;

thence southerly along the easterly line of parcel No. 222-5 and parcel No. 222-244, a distance of 208.1 feet to a point;

thence easterly along the northerly line of parcel No. 222-82, a distance of 132.0 feet to a point;

thence northerly along the westerly line of 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.

INDIVIDUAL PARCELS

21466F03

37.481 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, Blendon Township, being located in Quarter Township 4, Township 2, Range 17, United States Military Lands and being all of parcels No. 545-162392 and 545-162383 and being more particularly described as follows:

Beginning at a point in the centerline of Ulry Road in the southwest corner of said parcels;

thence northerly along the centerline of said road, a distance of 475.4 feet to a point;

thence along the northerly, easterly and southerly lines of said parcels, the following courses and distances:

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;

northerly, a distance of 740.7 feet to a point;

easterly, a distance of 968.8 feet to a point;

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;

westerly, a distance of 230.0 feet to the place of beginning, containing 37.481 acres of land, more or less.

2.878 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-479 and being more particularly described as follows:

Beginning at a point in the centerline of Thompson Road at the southwest corner of said parcel;

thence northeasterly, along the westerly line of said parcel, a distance of 504.4 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 180.8 feet to a point;

Continued.....

INDIVIDUAL PARCELS

21466F04

- Page 2 -

thence southerly, along the easterly line of said parcel, a distance of 595.7 feet to a point in the centerline of Thompson Road;

thence westerly, along the centerline of said road, a distance of 303.9 feet to the place of beginning, containing 2.878 acres of land, more or less.

7.030 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-463 and 222-487 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of said parcel;

thence along the centerline of said road, a distance of 174.6 feet to a point;

thence southerly along the easterly line of said parcel, a distance of 1164.0 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 339.8 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 163.1 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 682.6 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 163.1 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 173.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 1125.0 feet to the place of beginning, containing 7.030 acres of land, more or less.

Continued.....

INDIVIDUAL PARCELS

21466F05

- Page 3 -

1.945 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local 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:

Beginning at a point in the centerline of U.S. Route 62 (Johnstown Road) at the southwest corner of said parcel;

thence northeasterly along the centerline of said road, a distance of 569.5 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 352.6 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 463.3 feet to the place of beginning, containing 1.945 acres of land, more or less.

5.221 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. 220-210 and 220-1953 and being more particularly described as follows:

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;

thence northeasterly, along said northerly right-of-way line, a distance of 666.8 feet to a point in the easterly right-of-way line of Kitzmiller Road;

thence northerly, along said right-of-way line, a distance of 230.5 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 754.3 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 453.3 feet to the place of beginning, containing 5.221 acres of land, more or less.

Continued.....



INDIVIDUAL PARCELS

21466F06

- Page 4 -

24.098 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 24.098 acres of Parcel No. 222-103, and being more particularly described as follows:

Beginning at a point in the centerline of Kitzmiller Road at the northeasterly corner of said parcel;

thence southerly along the centerline of said road, a distance of 870.4 feet to a point;

thence westerly, a distance of 30.0 feet to a point in the westerly right-of-way line of said Kitzmiller Road;

thence southwesterly, along said right-of-way line, a distance of 213.6 feet to a point;

thence northwesterly, a distance of 1723.4 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 160.7 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 928.4 feet to a point;

thence southerly, along an easterly line of said parcel, a distance of 299.6 feet to a point;

thence easterly, continuing along the northerly line of said parcel, a distance of 687.4 feet to the place of beginning, containing 24.098 acres of land, more or less.

2.421 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 parcel No. 222-54 and Parcel No. 222-100, and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (East Main Street) at the northeasterly corner of parcel No. 222-54;

Continued.....

INDIVIDUAL PARCELS

21466F07

- Page 5 -

thence southwesterly along the centerline of Main Street, a distance of 409.0 feet to a point;

thence westerly along the southerly line of said parcel No. 222-54 and Parcel 222-100, a distance of 210.9 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-100, a distance of 100.00 feet to a point in the northerly right-of-way line of East Main Street;

thence westerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-100, a distance of 165.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-100, a distance of 90.0 feet to a point in the westerly line of said parcel No. 222-54;

thence northerly along the westerly line of parcel No. 222-54, a distance of 245.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-54, a distance of 429.4 feet to the place of beginning, 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 as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (North High Street) at the northeasterly corner of said parcel;

thence southerly, along said right-of-way line, a distance of 8.90 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 89.0 feet to a point;

Continued.....

- Page 6 -

thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.218 acre of land, more or less.

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:

Beginning at a point in the centerline of State Route 161 (West Granville Street) at the southeasterly corner of said parcel No. 222-62;

thence northwesterly, along the centerline of said West Granville Street, a distance of 327.2 feet to a point;

thence northerly, along the westerly line of parcel No. 222-151, a distance of 190.5 feet to a point;

thence continuing along said westerly line, a distance of 123.7 feet to a point;

thence easterly, along the northerly line of parcel No. 222-151 and parcel No. 222-62, a distance of 363.2 feet to a point;

thence southerly, along the easterly line of parcel No. 222-62, a distance of 449.4 feet to the place of beginning, containing 3.169 acres of land, more or less.

0.195 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, being all of parcels No. 222-81 and 222-921 and being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of U.S. Route 62 (West Main Street) at the northwesterly corner of said parcel;

thence easterly along said right-of-way, a distance of 52.4 feet to the westerly right-of-way line of State Route 605 (South High Street);

Continued.....

INDIVIDUAL PARCELS

21466F09

- Page 7 -

thence southerly, along said westerly right-of-way line, a distance of 100.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 115.7 feet to a point in the southeasterly right-of-way line of said West Main Street;

thence northeasterly, along said right-of-way line, a distance of 117.8 feet to the place of beginning, containing 0.195 acre of land, more or less.

0.248 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, being all of parcels No. 222-71 and 222-74 and being more particularly described as follows:

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;

thence southerly, along said right-of-way line, a distance of 108.0 feet to a point;

thence westerly along the southerly line of parcel No. 222-74, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of parcels No. 222-71 and 222-74, a distance of 108.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-71, a distance of 100.0 feet to the place of beginning, containing 0.248 acre of land, more or less.

0.115 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, being all of parcel No. 222-45, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of South Second Street at the northeasterly corner of said parcel;

Continued.....

INDIVIDUAL PARCELS

21466F10

- Page 8 -

thence southerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a 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.

The above twelve (12) parcels have a combined acreage of 85.019 acres of land, more or less.

TIME 2 15 P.M. M  
RECORDER FRANKLIN CO., OHIO

DEC 31 1992

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 108.00

21693H19

21456C20

212324

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

017150

RE-RECORD

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Ninth Supplemental Declaration") is made as of the 27th day of DECEMBER 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

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;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

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 by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

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, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run 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 representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental Declaration as of the date first above written.

Signed in the presence of:

George A. Feather  
Name: GEORGE A. FEATHER

Tamela R. Facella  
Name: TAMELA R. FACELLA

By: Gay R. Kenney  
Gay R. Kenney,  
Chief Executive Officer

TIME 9 26 A.M. M  
RECORDER FRANKLIN CO, OHIO  
RE-RECORD  
FEB 2 1993

RICHARD B. MERRALE, RECORDER  
RECORDER'S FEE 109.00

TRANSFER NOT NECESSARY  
DEC 31 1992  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT  
M  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

Rerecord to correct scrivener's error.  
This document supercedes and replaces the document recorded at OR 21466C20

172250710

21693H20

21466001

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 1992, by Gary R. Kerney, as Chief Executive Officer of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the partnership.

Carol A. Robey  
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
FLING DATE <u>12-28-92</u>
RECORDED VOUCHER <u>24405</u> PAGE <u>6-12</u>
RICHARD B. METCALF, RECORDER FRANKLIN COUNTY, OHIO

21593101

EXHIBIT A

AREA NUMBER 1, 1681.0 ACRES

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:

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-444	26.415	
222-900, 222-890, 222-337, 222-754	0.161	
222-442	0.856	222-1980
222-889	24.140	
222-339	10.036	
222-339	17.894	
222-339	3.331	
222-339	0.335	
222-292	1.181	
222-292	5.919	
222-545	0.640	
222-292	23.940	
222-292	66.656	
222-241	21.393	
222-180 & 222-281	55.185	
222-567 & 222-7	45.333	
222-393	1.713	
222-283	14.233	
222-284	15.903	
222-370, 222-371 & 222-350	158.150	
222-371	4.990	222-412
222-371	9.396	222-389
222-371	2.576	222-887
222-371	5.242	222-517
222-371	3.508	222-435
222-246 & 222-245	2.364	
222-569	0.826	
222-556	0.667	
222-217	109.754	
222-233	10.000	
222-288	19.975	
222-371	4.665	222-404
222-431	98.246	
222-568	0.935	
222-557	1.014	
222-555	0.596	

Continued.....

21465012



21693102

AREA NUMBER 1, 1881.0 ACRES

21658003

- Page 2 -

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-353	6.230	
222-218	12.505	
222-388	1.397	
222-578	0.599	
222-437	3.781	
222-450	7.074	
222-366	22.236	
222-851	22.224	
222-497	4.806	
222-420	2.968	
222-897	8.984	
222-907	9.318	
222-359	5.338	
222-496	2.464	
222-498	3.470	
222-468	20.807	
222-358, 22-306 & 22-906	98.913	222-475 & 222-331
222-883	4.414	
222-364, 220-241 & 220-320	23.448	
222-886	5.950	
222-853	0.919	
222-298 & 22-414	8.691	
545-187789, 187790 & 187786	139.969	
545-187787	38.680	
222-146	2.654	
222-255	3.257	
222-662	1.969	
545-212439	15.770	
545-212440		
222-292		
222-200	11.490	
545-187791	1.000	
545-187785	5.002	
222-356 & 222-220	59.731	
222-650	48.040	222-336
222-406	1.273	
222-390	1.457	
545-208819 & 198842	2.000	
545-196743	112.394	
545-163688	38.500	
545-163690	134.159	
545-163692	0.861	
545-163691	130.155	
222-909	3.000	
222-303	5.292	
222-871	5.015	
545-163689	4.988	
545-163686	1.000	
545-163687	3.000	
	1.000	

Continued.....

<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-554	0.637
222-189	0.482
222-201 & 222-150	1.500
222-307	20.160
222-235	2.000
222-411	4.899
222-287	1.303
222-178	2.432
222-354 & 222-346	40.446

and being more particularly described as follows:

Beginning in the easterly line of parcel No. 222-292 at a point 230.00 feet northerly from the centerline of Morse Road;

thence westerly, crossing said parcel No. 222-292 and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2335.5 feet to a point;

thence southerly being along the easterly line of parcel No. 222-545, a distance of 200.0 feet to a point;

thence westerly being 30.0 feet northerly from the centerline of Morse Road, a distance of 150.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-545, a distance of 179.7 feet to a point in the southerly line of parcel No. 222-292;

thence westerly along the southerly line of said parcel No. 222-292, a distance of 322.0 feet to a point;

thence northerly, a distance of 18.0 feet to a point;

thence westerly crossing parcel No. 222-292, Harlem Road, and parcel No. 222-339, and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2163.7 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 200.0 feet to a point;

thence westerly, crossing said parcel No. 222-339, also crossing parcels No. 222-889, 222-442, 222-444 and 222-900, a distance of 2138.8 feet to a point;

Continued.....

thence northeasterly along a southwesterly line of parcels 222-444 and 222-900, a distance of 428.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcels No. 222-444 and 222-900 and the centerline of said road, a distance of 755.6 feet to a point;

thence easterly along the northerly line of said parcels No. 222-44 and 22-900, a distance of 824.8 feet to a point in the westerly line of 222-339;

thence northerly along the westerly line of said parcel No. 222-339 and parcel No. 222-363, a distance of 821.6 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcel No. 222-363 and 222-886, a distance of 150.0 feet to a point in the southwesterly line of parcels No. 220-320 and 220-241;

thence along the southerly line of said parcels No. 220-320 and 220-421, the following courses and distances:

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

Westerly, a distance of 153.4 feet to a point at the southwesterly corner of said parcel;

thence along the westerly line of said parcels No. 220-320 and 220-241, the following courses and distances:

Northerly, a distance of 704.2 feet;

Northeasterly along the meanderings of a ditch, a distance of 253.9 feet;

Northeasterly, a distance of 349.5 feet;

Easterly, a distance of 100.3 feet; and

Northerly, a distance of 223.4 feet to a point in the centerline of Thompson Road;

thence easterly along the centerline of Thompson Road, being a northerly line of said parcels No. 220-320 and 220-241, a distance of 345.8 feet;

Continued.....

thence southwesterly, along an easterly line of said parcel No. 220-320 and 220-241, a distance of 985.8 feet to a point;

thence easterly along a northerly line of said parcels No. 230-340 and 220-241, a distance of 324.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence along the centerline of said road and along the westerly line of parcel No. 222-393, a distance of 347.0 feet to a point;

thence southeasterly along the northeasterly line of said parcel No. 222-393, a distance of 438.5 feet to a point in the northerly line of parcel No. 222-364;

thence easterly along the northerly line of said parcel No. 222-364, a distance of 490.7 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-364, also being along parcel No. 222-886 and 222-450, a distance of 980.8 feet to a point;

thence easterly along a northerly line of said parcel No. 222-339, a distance of 146.1 feet to a point;

thence southerly along the easterly line of said parcel No. 222-339, a distance of 614.7 feet to a point;

thence easterly along the northerly line of parcel No. 222-339, a distance of 381.6 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 150.0 feet to a point;

thence easterly along the northerly line of said parcel No. 222-339, a distance of 323.0 feet to a point in the centerline of Harlem Road;

thence southerly along the centerline of said Harlem Road, a distance of 236.2 feet to a point;

thence easterly, a distance of 30.0 feet to a point in the easterly right-of-way line of Harlem Road, being the westerly line of parcel No. 222-292;

thence northerly along said right-of-way line, being the westerly line of said parcel No. 222-292 and parcel No. 222-853, a distance of 408.2 feet to a point;

Continued.....

thence easterly, along the northerly line of parcel No. 222-853, a distance of 267.0 feet to a point in the westerly line of parcel No. 222-292;

thence northerly, along the westerly line of parcel No. 222-292, a distance of 150.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-292, a distance of 297.0 feet to a point in the centerline of Harlem Road;

thence northerly along the centerline of Harlem Road, a distance of 50.0 feet to a point;

thence easterly along a northerly line of said parcel No. 222-292, a distance of 297.0 feet to a point;

thence along the westerly and northerly lines of said parcel No. 222-292, the following courses and distances:

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 to a point; and,

Northerly, a distance of 530.0 feet to a point in the southerly line of parcel No. 222-359;

thence westerly along the southerly line of said parcel No. 222-359, a distance of 750.7 feet to a point;

thence northerly along the westerly line of said parcel No. 222-359, a distance of 281.8 feet to a point;

thence 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. 222-358;

thence northerly along the westerly line of said parcel No. 222-358 a distance of 1053.2 feet to a point at the southeasterly corner of Parcel No. 222-497;

thence westerly along the southerly line of said parcel No. 222-497, a distance of 432.5 feet to a point at the southwest corner of said parcel;

thence northerly along the westerly line of said parcel No. 222-497, a distance of 365.7 feet to a point in the southeasterly right-of-way line of Sleepy Hollow Road;

Continued.....

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thence northeasterly along said right-of-way line and along the northwesterly line of said parcel No. 222-497 and parcels No. 222-498 and 222-496, a distance of 1076.5 feet to a point in the southerly line of parcel No. 222-891;

thence westerly along the southerly line of said parcel No. 222-891, a distance of 36.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-891, a distance of 27.4 feet to a point in the northwesterly right-of-way line of Sleepy Hollow Road, also being the southeasterly line of parcel No. 222-366;

thence southwesterly along said right-of-way line, a distance of 1039.9 feet to a point in the westerly line of said parcel No. 222-366;

thence northerly along the westerly line of said parcel No. 222-366, a distance of 618.4 feet to a point at the southeasterly corner of parcel No. 222-437;

thence westerly along the southerly line of said parcel No. 222-437, a distance of 993.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 730.3 feet to a point in Sleepy Hollow Road;

thence easterly along said Sleepy Hollow Road and along the northerly line of parcel No. 222-897, a distance of 596.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-897, a distance of 589.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-907, a distance of 381.1 feet to a point at the northeasterly corner of said parcel No. 222-907;

thence southerly along the easterly line of said parcel No. 222-907, a distance of 445.1 feet to a point at the southeasterly corner of said parcel No. 222-907;

thence westerly along the southerly line of said parcel No. 222-907, a distance of 941.3 feet to a point in the centerline of Harlme Road;

thence northwesterly along the centerline of Harlem Road, a distance of 35.0 feet to a point in the isoutheasterly corner of parcel No. 222-883

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thence westerly along the southerly line of said parcel No. 222-883, a distance of 752.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 728.0 feet to a point in the intersection of Thompson Road;

thence westerly along the centerline of said Thompson Road, also being the southerly line of parcel No. 222-909, a distance of 460.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-909, a distance of 437.0 feet to a point in the southerly line of parcel No. 222-871;

thence westerly along the southern line of said parcel No. 222-871, a distance of 439.0 feet to a point;

thence northeasterly along the westerly line of said parcel No. 222-871, a distance of 174.2 feet to a point at the southeasterly corner of parcel No. 545-163692;

thence westerly along the southerly line of parcel No. 545-163692, a distance of 981.1 feet to a point at the northeasterly corner of parcel No. 545-163691;

thence along the easterly, southerly and westerly lines of said parcel No. 545-163691, the following courses and distances:

southerly, a distance of 601.2 feet to a point in the centerline of Thompson Road;

westerly, along said centerline, a distance of 217.6 feet to a point; and,

northerly, a distance of 599.5 feet to a point in the southerly line of parcel No. 545-163692;

thence along the southerly and westerly lines of said parcel No. 545-163692, the following courses and distances:

westerly, a distance of 196.8 feet to a point;

northerly, 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; and

westerly, a distance of 1380.4 feet to a point;

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thence northerly along the westerly line of said parcel No. 545-163692, also being along the westerly line of parcel No. 545-163688, a distance of 1593.2 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-163688, a distance of 2694.9 feet to a point at the southwesterly corner of parcel No. 545-208819;

thence northerly, along the westerly line of said parcel No. 545-208819, a distance of 1568.1 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 2017.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 545-208819, a distance of 85.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 816.6 feet to a point in the centerline of Harlem Road;

thence southeasterly along the centerline of Harlem Road, a distance of 528.6 feet to a point at the northwesterly corner of parcel No. 222-517;

thence along the northerly and westerly lines of said parcel No. 222-517, the following courses and distances:

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet to a point; and

easterly, a distance of 107.4 feet to a point at the southwesterly corner of parcel No. 222-517;

thence northerly along the westerly line of said parcel No. 222-517, a distance of 356.7 feet to a point at the northwesterly corner of said parcel;

thence easterly along the northerly line of said parcel No. 222-517 and parcel No. 222-370, a distance of 1055.3 feet to a point in the westerly line of Parcel No. 222-217;

thence northerly along the westerly line of said Parcel No. 222-217, a distance of 1677.8 feet to a point in the centerline of State Route 161 (Dublin-G. Anville Road);

thence westerly along the centerline of said road and the southerly line of parcels No. 545-212439 and 545-212440, a distance of 533.5 feet to a point;

thence northerly along the westerly line of said parcels No. 545-212439, 545-212440 and parcel No. 545-187789, a distance of 2169.1 feet to a point;

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thence westerly, along a southerly line of said parcel No. 545-187789, a distance of 593.0 feet to a point in the easterly line of parcel No. 545-187791;

thence southerly along the easterly line of said parcel No. 545-187791, a distance of 207.0 feet to a point at the southeasterly corner of said parcel;

thence westerly along the southerly line of said parcel No. 545-187791, a distance of 1277.9 feet to a point;

thence along the westerly line of said parcel No. 545-187791, the following courses and distances:

northerly, a distance of 273.4 feet to a point;

westerly, a distance of 280.4 feet to a point in the centerline of Harlem Road;

northwesterly along the centerline of said road, a distance of 57.2 feet to a point;

easterly, a distance of 280.5 feet to a point;

northwesterly, a distance of 911.3 feet to a point;

westerly, a distance of 285.3 feet to a point in the centerline of Harlem Road; and

northwesterly along the centerline of Harlem Road, a distance of 611.4 feet to a point at the northwesterly corner of said parcel No. 545-187791;

thence easterly along the northerly line of said parcel No. 545-187791, also parcel No. 545-187789, parcel No. 545-187787 and parcel No. 222-336, a distance of 5566.6 feet to a point at the southeasterly corner of parcel 222-307;

thence northerly along the westerly line of said parcel No. 222-307, a distance of 617.3 feet to a point;

thence easterly along the northerly line of said parcel No. 222-307, a distance of 1304.1 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of State Route 605, a distance of 444.2 feet to a point at the northwesterly corner of parcel No. 222-390;

thence easterly along the northerly line of said parcel No. 222-390, a distance of 512.7 feet to a point in the westerly line of parcel No. 222-354;

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thence northerly along the westerly line of said parcel No. 222-354, 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;

thence northwesterly along a westerly line of said parcel No. 222-354, a distance of 200.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 231.1 feet to a point in the centerline of State Route 605;

thence northwesterly along the centerline of said road, a distance of 165.4 feet to a point at the southeasterly corner of parcel No. 222-411;

thence westerly along the southerly line of said parcel No. 222-411, a distance of 1199.6 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-411, a distance of 182.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-411, a distance of 1147.4 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of said road, a distance of 155.9 feet to the northwesterly corner of parcel No. 222-354;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 793.4 feet to a point;

thence southerly, a distance of 145.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 1783.9 feet to a point in the westerly line of parcel No. 222-180;

thence northerly along the westerly line of said parcel No. 222-180, a distance of 408.2 feet to a point;

thence easterly along the northerly line of said parcel No. 222-180, a distance of 2718.1 feet to a point in the centerline of Bevelheimer Road;

thence southerly along the centerline of said road and the easterly line of parcel No. 222-287, a distance of 1253.1 feet to a point;

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thence westerly along the southerly line of said parcel No. 222-287, a distance of 395.2 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 90.0 feet to a point in the southwesterly line of parcel No. 222-180;

thence northwesterly along the southwesterly line of said parcel No. 222-180, a distance of 503.6 feet to a point;

thence southwesterly, along the southerly line of said parcel No. 222-180, a distance of 446.3 feet to a point at the northeasterly corner of parcel No. 222-284;

thence southerly, along the easterly line of said parcel No. 222-284, a distance of 422.1 feet to a point in the northerly line of parcel No. 222-241;

thence along the northerly line of said Parcel No. 222-241, a distance of 390.8 feet to a point;

thence along the easterly and southerly lines of said parcel No. 222-241, the following courses and distances:

southwesterly, a distance of 354.0 feet to a point;

southwesterly, a distance of 151.5 feet to a point;

northwesterly, a distance of 259.3 feet to a point;

northwesterly, a distance of 249.9 feet to a point;

westerly, a distance of 297.7 feet to a point;

westerly, a distance of 218.4 feet to a point; and

northwesterly, a distance of 146.6 feet to a point in the southerly line of parcel No. 222-284;

thence westerly along the southerly line of said parcel No. 222-284, a distance of 566.5 feet to a point in the easterly line of parcel No. 222-567;

thence southerly along the easterly line of said parcel No. 222-567, a distance of 112.9 feet to a point at the northwesterly corner of parcel No. 222-241;

thence along the northeasterly and southeasterly lines of said parcel No. 222-241, the following courses and distances:

southeasterly, a distance of 263.8 feet to a point;

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southeasterly, a distance of 186.4 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;  
southwesterly, a distance of 442.8 feet to a point; and  
southwesterly, a distance of 82.8 feet to a point;

thence northerly along the westerly line of said parcel No. 222-241, a distance of 467.2 feet to a point in the southerly line of parcel No. 222-567;

thence along the southerly, northeasterly, easterly and westerly lines of said parcel No. 222-567, the following courses and distances:

westerly, a distance of 562.0 feet to a point;  
southerly, a distance of 150.0 feet to a point;  
southeasterly, a distance of 396.1 feet to a point;  
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;  
westerly, a distance of 178.9 feet to a point in the centerline of State Route 605;  
northwesterly, along the centerline of State Route 605, a 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  
northerly, a distance of 699.8 feet to a point in the southerly line of parcel No. 222-354;

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thence westerly, along the southerly line of said parcel No. 222-354, also being along the southerly lines of parcels No. 222-390 and 222-307, a distance of 1339.0 feet to a point in the easterly line of parcel No. 222-336;

thence southerly, along the easterly line of said parcel No. 222-336, a distance of 1207.6 feet to a point;

thence westerly, along a southerly line of parcel No. 222-336, a distance of 1640.1 feet to a point in the easterly line of parcel No. 545-187787;

thence southerly along the easterly line of said parcel No. 545-187787 and parcel No. 545-187789, a distance of 1674 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence southwestwesterly along the centerline of said road, a distance of 304.0 feet to a point;

thence along the westerly and southerly lines of parcel No. 545-187789, the following courses and distances:

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;

westerly, a distance of 484.2 feet to a point in the easterly right-of-way line of Morgan Road;

northerly, along said easterly right-of-way line, a distance of 166.9 feet to a point;

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

westerly, a distance of 568.0 foot to a point in the easterly right-of-way line of Morgan Road;

thence along the easterly, northerly, southerly and westerly right-of-way lines of said Morgan Road, the following courses and distances:

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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; and  
southerly, a distance of 687.6 feet to a point;

thence westerly along the southerly line of parcel No. 545-187789, a distance of 1249.9 feet to a point at the northeasterly corner of parcel No. 545-212440 and 545-212439;

thence southerly along the easterly line of said parcel No. 545-212440 and 545-212439, a distance of 1233.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence northeasterly along the centerline of said road, a distance of 603.0 feet to a point;

thence northeasterly continuing along said centerline of State Route 161, a distance of 522.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-562, a distance of 620.4 feet to a point in the northerly line of parcel No. 222-217;

thence easterly along the northerly line of said parcel No. 222-217, a distance of 184.9 feet to a point;

thence southerly, a distance of 21.3 feet to a point;

thence easterly, continuing along the northerly line of parcel No. 222-217 and parcel No. 222-233, a distance of 1326.7 feet to a point in the westerly line of parcel No. 222-288;

thence northerly, along the westerly line of parcel No. 222-282, a distance of 961.2 feet to a point in the southerly line of parcel No. 222-336;

thence westerly along the southerly line of said parcel No. 222-336, a distance of 341.9 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-336, a distance of 144.0 feet to a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road);

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thence northeasterly along said northern right-of-way line, a distance of 854.1 feet to a point;

thence southerly, a distance of 30.0 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 848.1 feet to the northeasterly corner of Parcel No. 222-255;

thence along the easterly and southerly lines of said parcel No. 222-255, the following courses and distances:

southerly, a distance of 216.6 feet 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;

westerly, a distance of 241.2 feet to a point in the easterly line of parcel No. 222-146;

thence southerly along the easterly line of said parcel No. 222-146, a distance of 42.7 feet to a point in the northerly line of parcel No. 222-288;

thence southeasterly along the northeasterly line of parcel No. 222-288, a distance of 515.3 feet to a point at the northwesterly corner of parcel No. 222-201;

thence southeasterly along the northeasterly line of said parcel No. 222-201, a distance of 265.0 feet to a point in the centerline of State Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 250.0 feet to a point;

thence northwesterly along the southwesterly line of parcel No. 222-189, a distance of 260.0 feet to a point in the southeasterly line of parcel No. 222-288;

thence southwesterly along the southeasterly line of said parcel No. 222-288, a distance of 859.9 feet to a point;

thence continuing southwesterly along the southeasterly line of parcel No. 222-288, a distance of 316.4 feet to a point;

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thence southeasterly along the northeasterly line of parcel No. 222-200, a distance of 310.9 feet to a point in the northwesterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence southwesterly along said right-of-way line, a distance of 244.1 feet to a point;

thence westerly along the southerly line of parcel No. 222-200 and parcel No. 222-233, a distance of 355.5 feet to a point in the easterly line of parcel No. 222-217;

thence along the easterly line of said parcel No. 222-232, the following courses and distances:

southerly, a distance of 175.9 feet to a point;

easterly, a distance of 266.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road); and

southwesterly, along the centerline of said road, a distance of 562.5 feet to a point;

thence northwesterly along a southerly line of parcel No. 222-217, a distance of 326.8 feet to a point;

thence westerly continuing along said southerly line, a distance of 158.6 feet to a point;

thence southerly, a distance of 84.9 feet to a point at the northwesterly corner of parcel No. 222-246;

thence easterly, along the northerly line of parcel No. 222-246, a distance of 173.0 feet to a point;

thence southeasterly continuing along said northerly line, a distance of 294.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 1342.7 feet to a point at the northwesterly corner of parcel No. 222-431;

thence along the northerly line of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 399.9 feet to a point;

northeasterly, a distance of 300.0 feet to a point; and

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easterly, a distance of 492.1 feet to a point in the westerly line of parcel No. 222-218;

thence along the westerly, northerly and easterly lines of said parcel No. 222-218, the following courses and distances:

northerly, a distance of 1177.5 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 24.7 feet to a point;

southerly, a distance of 328.0 feet to a point; and

easterly, a distance of 360.9 feet to a point in a southwesterly line of parcel No. 222-283;

thence along the southwesterly, northeasterly and northerly lines of said parcel No. 222-283, the following courses and distances:

northwesterly, a distance of 486.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 61.9 feet to a point;

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 to a point at the northeasterly corner of said parcel No. 232-283;

thence southerly along the easterly line of said parcel No. 222-283 and parcel No. 222-431, a distance of 1729.1 feet to a point;

thence along the northerly, easterly and southerly lines of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 843.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along said right-of-way, a distance of 1077.8 feet to a point; and

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westerly, a distance of 811.9 feet to a point in the easterly line of parcel No. 222-370;

thence southerly along the easterly line of said parcel No. 222-370, a distance of 645.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-370, a distance of 1450.8 feet to a point at the northeasterly corner of parcel No. 222-891;

thence southerly, along the easterly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 805.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 850.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891 and parcel No. 222-475, a distance of 1710.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence along the easterly and southerly lines of said parcel No. 222-475, the following courses and distances:

southerly, a distance of 99.7 feet to a point;

westerly, a distance of 178.0 feet to a point;

southerly, a distance of 100.0 feet to a point;

easterly, a distance of 184.6 feet to a point;

southerly, a distance of 38.0 feet to a point;

westerly, a distance of 183.9 feet to a point;

southerly, a distance of 200.0 feet to a point; and

westerly, a distance of 261.6 feet to a point at the northeasterly corner of parcel No. 222-331;

Continued.....

thence southerly, along the easterly line of said parcel No. 222-331, a distance of 303.6 feet to a point in the northerly line of parcel No. 222-358;

thence along the northerly, easterly and southerly lines of said parcel No. 222-358, the following courses and distances:

easterly, a distance of 448.2 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly, along the westerly right-of-way line of said road, a distance of 793.4 feet to a point;

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, a distance of 416.1 feet to a point in the northerly line of parcel No. 222-298;

thence along the northerly, easterly and southerly lines of said parcel No. 222-298, the following courses and distances:

easterly, a distance of 1128.5 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along the westerly right-of-way line of said road, a distance of 332.0 feet to a point; and

westerly, a distance of 1203.5 feet to a point in the easterly line of parcel No. 222-292;

thence southerly along the easterly line of said parcel No. 222-292, a distance of 1370.0 feet to the place of beginning, containing 1889.0 acres of land, more or less.

Excepting, however, the following parcels from "New Albany Country Club Section 1."

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
35	222-960	0.679
36	222-961	0.615
37	222-962	0.495
38	222-963	0.608
39	222-964	0.659
17 & 18	222-942	1.247

Continued.....

21693120

21693101

AREA NUMBER 2, 1754.4 ACRES

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

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
220-837	78.040	
220-909		
220-521	54.747	
220-1767		
220-546	4.496	
220-360	6.551	
220-219	4.080	
220-403	1.553	
220-492	1.442	
220-361	4.788	
220-215	3.800	
220-663	5.265	
220-1791	5.479	
220-301		
220-300		
220-278	15.167	
222-494	6.496	
222-873	5.993	
220-330	5.390	
220-1871	3.951	220-1290
220-50		
220-2063	3.875	
222-315	97.697	
222-403	121.347	
222-333	40.608	
222-315	79.220	
222-770	96.137	
222-334	29.430	
222-55	73.743	
222-316		
222-293	105.411	
222-580	40.000	
222-660	62.228	
222-553	11.343	
222-312	5.000	
220-796	1.289	
222-257	2.475	
222-239	43.525	
222-237	45.352	
222-238	18.478	
222-852	4.091	
222-831	3.268	
222-419	18.338	
222-729		
222-103	15.506	
220-471	60.000	
220-30	77.040	
222-789	1.416	

21593.102

AREA NUMBER 2, 1754.4 ACRES

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<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-844	1.091
220-1020	24.642
220-1024	13.675
222-849	1.091
220-108	54.243
220-1083	7.295
220-776	1.335
222-534	0.576
222-425	9.795
220-797	2.400
222-827	1.290
222-225	0.561
220-823	7.004
220-120	105.659
222-872	1.901
222-851	1.901
222-802	0.532
222-723	0.525
222-839	1.807
222-925	0.596
222-571 & 222-531	1.145
222-546	0.593
222-873	1.091
220-607	8.110
222-882	1.026
222-575	0.579
220-366	14.365
220-191	12.811
222-755	0.579
222-240	3.993
222-680 & 222-402	4.873
220-4 +	3.000
222-653	1.002
222-625	1.002
222-652	1.002
220-1608	87.882
220-423	3.338
220-171	5.056
222-641	1.004
222-869	1.123
222-848	0.923
222-425	6.000
222-830	1.309
220-298	5.009
220-2091	
222-573	1.771
220-857	33.500
220-365	
222-828, 222-824 & 222-825	17.463

Continued.....

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222-843	1.090
222-677	0.595
222-19	0.809
222-829	1.503
222-790	1.097
220-1592	4.080
222-791	1.110
220-1592	25.686
220-2082	
220-2081	
222-636	0.595
222-425	7.984

220-2083 &amp; 220-2082

and being more particularly described as follows:

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

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

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

thence southerly, along the easterly line of said parcel No. 220-361, a distance of 300.0 feet to a point in the centerline of Morse Road;

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

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;

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

thence southerly, along the easterly line of said parcel No. 220-215, a distance of 544.5 feet to a point in the centerline of Morse Road;

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

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

Continued.....

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

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

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

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. 222-755.

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

thence northerly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 1022.0 feet to a point at the northwesterly corner of parcel No. 222-534;

thence easterly, along the northerly line of said parcel No. 222-534, a distance of 240.4 feet to a point in the westerly line of parcel No. 222-403;

thence northerly, along the westerly line of said parcel No. 222-403, a distance of 216.0 feet to a point in the southerly line of parcel No. 222-333;

thence westerly, along the southerly line of said parcel No. 222-333, a distance of 231.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

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

thence easterly, along the northerly line of said parcel No. 222-839, a distance of 265.8 feet to a point in the westerly line of parcel No. 222-333;

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

northerly, a distance of 150.1 feet to a point;

Continued.....

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westerly, a distance of 265.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

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

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

northerly, a distance of 150.0 feet to a point in the southerly line of parcel No. 222-334;

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

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

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

easterly, a distance of 620.0 feet to a point;

northerly, a distance of 325.0 feet to a point;

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

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

thence westerly, along the southerly line of parcel No. 222-312, a distance of 604.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

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

thence easterly, along the northerly line of said parcel No. 222-312, a distance of 553.5 feet to a point in the westerly line of parcels No. 222-55 and 222-316;

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

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

Continued.....



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

thence easterly along the centerline of said road, a 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;

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

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

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

thence westerly, along the southerly line of said parcel No. 222-19, a distance of 413.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

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

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

thence northerly, along the westerly line of said parcel No. 222-237, a distance of 416.3 feet to a point;

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

thence northeasterly, along a northwesterly line of said parcel No. 222-237, a distance of 179.1 feet to a point in the southerly line of parcel No. 222-238;

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

westerly, a distance of 720.1 feet to a point;

northeasterly, a distance of 609.1 feet to a point;

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

Continued.....

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

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

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

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

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

thence southerly, a distance of 60.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

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

thence northerly, along the westerly line of said parcel No. 220-108, a distance of 1715.2 feet to a point in the southerly line of parcel No. 220-171;

thence westerly, along the southerly line of said parcel No. 220-171, a distance of 895.1 feet to a point in the centerline of Kitzmiller Road;

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

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

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

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

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

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

Continued.....

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

thence westerly along the southerly line of said parcel No. 222-425, a distance of 509.3 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-425, a distance of 1225.6 feet;

thence easterly, along the northerly line of said parcel No. 222-425, a distance of 189.2 feet to a point in the westerly line of parcel No. 222-425;

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

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;

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

southerly, a distance of 1140.4 feet to a point in the northerly line of parcel No. 222-680;

thence easterly, along the northerly line of said parcel No. 222-680, a distance of 393.9 feet to a point in the centerline of Kitzmiller Road;

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

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

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

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

Continued.....

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

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;  
easterly, a distance of 763.0 feet to a point;  
southerly, a distance of 214.5 feet to a point; and  
easterly, a distance of 676.2 feet to a point at the northeasterly corner of said parcel No. 220-365;

thence southerly, along the easterly line of said parcel No. 220-365, also parcels No. 220-191, 220-366 and 220-2081, a distance of 2037.1 feet to a point at the northwesterly corner of parcel No. 220-120;

thence easterly, along the northerly line of said parcel No. 220-120, a distance of 1352.0 feet to a point;

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

thence easterly, along the northerly line of said parcel No. 220-30, a distance of 1346.8 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-30, a distance of 2544.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 2711.4 feet to a point at the southwesterly corner of parcel No. 220-120;

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

Continued.....

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

thence southerly, along the easterly line of said parcel No. 220-108, a distance of 1712.3 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly along the centerline of said State Route 161, a distance of 712.0 feet to a point at the northeasterly corner of parcel No. 220-823;

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

southerly, a distance of 1339.1 feet to a point;

easterly, a distance of 396.6 feet to a point;

southerly, a distance of 1181.2 feet to a point;

westerly, a distance of 302.1 feet to a point;

northerly, a distance of 538.5 feet to a point;

easterly, a distance of 240.3 feet to a point;

northerly, a distance of 581.7 feet to a point;

westerly, a distance of 396.4 feet to a point;

northerly, a distance of 1399.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 493.2 feet to a point at the northeasterly corner of parcel No. 220-1024;

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

thence northerly, along the westerly line of said parcel No. 220-1024, a distance of 449.1 feet to a point at the southeasterly corner of parcel No. 220-471;

thence westerly along the southerly line of said parcel No. 220-471, a distance of 1732.5 feet to a point in the centerline of Kitzmiller Road;

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

Continued.....

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thence westerly, along the southerly line of said parcel No. 220-831, a distance of 953.0 feet to a point in the easterly line of parcel No. 220-660;

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

thence easterly, along the northerly line of said parcel No. 222-729, a distance of 943.8 feet to a point in the centerline of Kitzmiller Road;

thence southerly, along the centerline of said road, a distance of 1100.3 feet to a point in a southerly line of parcel No. 222-580;

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

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

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

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

thence westerly along the southerly line of said parcel No. 222-553, a distance of 113.1 feet to a point;

thence northerly along the westerly line of said parcel No. 222-553, a distance of 125.0 feet to a point in a southerly line of parcel No. 222-770;

thence westerly along a southerly line of said parcel No. 222-770, a distance of 220.0 feet to a point;

thence southerly, along an easterly line of said parcel No. 222-770, a distance of 130.0 feet to a point at the northwesterly corner of parcel No. 222-869;

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

Continued.....

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

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

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

thence easterly along the northerly line of said parcel No. 222-315, a distance of 262.6 feet to a point in the centerline of Kitzmiller Road;

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

thence easterly, along the northerly line of said parcel No. 220-1020, a distance of 1647.1 feet to a point in Blacklick Creek;

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

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

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

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

thence northerly, along the centerline of said Avis Road, a distance of 44.8 feet to a point at the northwesterly corner of parcels No. 220-521 and 220-1767;

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

easterly, a distance of 389.5 feet to a point;

northerly, a distance of 361.5 feet to a point;

Continued.....

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easterly, a distance of 1901.8 feet to a point;  
southerly, a distance of 1032.0 feet to a point;  
westerly, a distance of 746.0 feet to a point at the  
northeasterly corner of parcel No. 220-909;  
thence along the easterly, southerly and westerly lines of  
said parcel No. 220-909 the following courses and distances:  
southerly, a distance of 1726.2 feet to a point in the  
centerline of Morse Road;  
westerly, along the centerline of Morse Road a distance of  
901.6 feet;  
northerly, a distance of 726.0 feet to a point;  
westerly, a distance of 300.0 feet to a point;  
southerly, a distance of 686.0 feet to a point in the  
northerly right-of-way line of Morse Road;  
westerly, along said northerly right-of-way line a distance  
of 922.7 feet to a point in the easterly right-of-way line of  
Avis Road; and  
northerly, a distance of 1683.9 feet to a point at the  
northwesterly corner of said parcel no. 220-909;  
thence easterly, along the northerly line of said parcel  
no. 220-909, a distance of 234.0 feet to a point at the  
southwesterly corner of parcel No. 220-521 and 220-1767;  
thence along the westerly, southerly and northerly lines of  
said parcels No. 220-521 and 220-1767 the following courses and  
distances:  
northerly, a distance of 165.5 feet to a point;  
westerly, a distance of 263.9 feet to a point in the  
centerline of Avis Road;  
northerly, along the centerline of said road a distance of  
60.0 feet to a point;  
easterly, a distance of 967.9 feet to a point;  
northerly, a distance of 165.5 feet to a point; and,

Continued.....



- Page 14 -

westerly, a distance of 968.0 feet to a point in the centerline of Avis Road;

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

thence westerly, along the southerly line of said parcel No. 220-546, a distance of 629.7 feet to a point in Blacklick Creek;

thence southeasterly along the meanderings of said Blacklick Creek a distance of 302.6 feet to a point in the southerly line of parcels No. 220-279 and 220-2062;

thence westerly along the southerly line of said parcels No. 220-279 and 220-2062, a distance of 57.0 feet to a point at the northeasterly corner of parcel No. 220-1083;

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

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

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

thence southwesterly along the easterly line of said parcel No. 220-360, a distance of 55.2 feet to a point;

thence southeasterly along a northerly line of said parcel No. 220-360, a distance of 85.0 feet to a point in Blacklick Creek;

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

thence westerly along the centerline of said road, a distance of 75.00 feet to the place of beginning, containing 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 1754.4 acres of land, more or less.

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

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

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

thence westerly along a southerly line of said parcel No. 220-893, a distance of 638.7 feet to a point;

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

thence westerly, continuing along a southerly line of said parcel No. 220-893, a distance of 1343.4 feet to a point at the southwesterly corner of said parcel no. 220-893;

thence northerly along the westerly line of said parcel No. 220-893, a distance of 1161.4 feet to a point in the northwesterly corner of said parcel No. 220-893;

thence easterly along a northerly line of said parcel No. 220-893, a distance of 1152.5 feet to a point;

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

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

thence northwesterly along the centerline of said road, a distance of 124.7 feet to a point at the northwesterly corner of parcel No. 222-399;

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

thence southerly along the easterly line of said parcel No. 222-399, and parcel No. 222-386, a distance of 1758.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said road, a distance of 690.7 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-386, a distance of 1383.5 feet to a point in the southerly line of parcel No. 222-399;

Continued.....

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

thence southeasterly, along the centerline 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.

21593.116

AREA NO. 4  
33.0+ ACRES

21466E19

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

21693.117

PARCEL NO.	ACREAGE
222-97	2.556
222-130	
222-61	4.122
222-90	0.670
222-285	4.217
222-169	14.379
222-215	
222-000040	1.233
222-000102	
222-000107	
222-31	0.676
222-82	
222-65	0.172
222-32	0.231
222-122	
222-243	0.115
222-64	0.666
222-111	
222-165	
222-177	
222-170	
222-79	0.168
222-282	0.514
222-235	
222-5	0.833
222-244	1.250
222-164	0.172
222-203	0.551

and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of parcel No. 222-107;

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

thence southerly along the easterly line of said parcel No. 222-130, a distance of 272.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-30, a distance of 268.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

Continued.....

thence northerly along said right-of-way line, a distance of 324.8 feet to a point in the southerly right-of-way line of State Route 161 (Dublin-Granville Road);

thence 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;

thence southerly, along said right-of-way line, a distance of 563.6 feet to a point;

thence westerly, along the southerly line of Parcels No. 222-164 and 222-170, a distance of 215.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-170, a distance of 50.4 feet to a point;

thence westerly, along the southerly line of parcel No. 222-170, a distance of 260.3 feet to a point at the northeasterly corner of parcel No. 2220215;

thence southerly, along the easterly line of said parcel No. 222-215, a distance of 887.8 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-215, a distance of 421.6 feet to a point at the northeasterly corner of parcel No. 222-285;

thence southerly, along the easterly line of said parcel No. 222-285, a distance of 269.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-285, a distance of 626.6 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 109.6 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-285, a distance of 447.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 100.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-285, a distance of 612.2 feet to a point;

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;

Continued.....

21593110

thence westerly, along the southerly line of parcel No. 222-215, a distance of 213.5 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 834.8 feet to a point at the southeasterly corner of parcel No. 222-203;

thence northwesterly along the southerly line of parcel No. 222-203, a distance of 200.0 feet to a point in the easterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence northeasterly, along said right-of-way line, a distance of 100.0 feet to a point;

thence southeasterly along the northerly line of parcel No. 222-203, a distance of 186.4 feet to a point in the westerly line of parcel No. 222-215;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 180.8 feet to a point;

thence easterly, along the northerly line of parcel No. 222-215, a distance of 49.4 feet to a point in the westerly line of parcel No. 222-61;

thence northeasterly along the westerly line of said parcel No. 222-261, a distance of 96.1 feet to a point;

thence northwesterly, along the southerly line of parcel No. 222-261, a distance of 190.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwestery, along the centerline of said road, a distance of 41.0 feet to a point at the southeasterly corner of parcel No. 222-235;

thence northwesterly, along the southerly line of parcel No. 222-235, a distance of 171.0 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-235, a distance of 101.0 feet to a point;

thence southeasterly, along the northerly line of parcel No. 222-235, a distance of 221.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 108.9 feet to a point at the southeasterly corner of parcel No. 222-79;

thence northwesterly, along the westerly line of parcel No. 222-79, a distance of 155.1 feet to a point;

Continue.....

thence northeasterly, along the northerly line of parcel No. 222-79, a distance of 55.0 feet to a point in the westerly line of parcel No. 222-90;

thence northwesterly, along the westerly line of parcel No. 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);

thence northeasterly, along the centerline of said road, a distance of 115.2 feet to a point at the northwesterly corner of parcel No. 222-5;

thence southeasterly along the northerly line of said parcel No. 222-5, a distance of 232.2 feet to a point;

thence southerly along the easterly line of parcel No. 222-5 and parcel No. 222-244, a distance of 208.1 feet to a point;

thence easterly along the northerly line of parcel No. 222-82, a distance of 132.0 feet to a point;

thence northerly along the westerly line of 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.

21593J20

CONTINUED IN Vol 21694

INDIVIDUAL PARCELS

21466F03

37.481 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, Blendon Township, being located in Quarter Township 4, Township 2, Range 17, United States Military Lands and being all of parcels No. 545-162392 and 545-162383 and being more particularly described as follows:

Beginning at a point in the centerline of Ulry Road in the southwesterly corner of said parcels;

thence northerly along the centerline of said road, a distance of 475.4 feet to a point;

thence along the northerly, easterly and southerly lines of said parcels, the following courses and distances:

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;

northerly, a distance of 740.7 feet to a point;

easterly, a distance of 968.8 feet to a point;

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;

westerly, a distance of 230.0 feet to the place of beginning, containing 37.481 acres of land, more or less.

2.878 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-479 and being more particularly described as follows:

Beginning at a point in the centerline of Thompson Road at the southwesterly corner of said parcel;

thence northeasterly, along the westerly line of said parcel, a distance of 504.4 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 180.8 feet to a point;

Continued.....

21604A01

CONTINUED FROM

Vol  
21693



- Page 2 -

thence southerly, along the easterly line of said parcel, a distance of 595.7 feet to a point in the centerline of Thompson Road;

thence westerly, along the centerline of said road, a distance of 303.9 feet to the place of beginning, containing 2.878 acres of land, more or less.

7.030 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-463 and 222-487 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of said parcel;

thence along the centerline of said road, a distance of 174.6 feet to a point;

thence southerly along the easterly line of said parcel, a distance of 1164.0 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 339.8 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 163.1 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 682.6 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 163.1 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 173.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 1125.0 feet to the place of beginning, containing 7.030 acres of land, more or less.

Continued.....

- Page 3 -

## 1.945 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local 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:

Beginning at a point in the centerline of U.S. Route 62 (Johnstown Road) at the southwesterly corner of said parcel;

thence northeasterly along the centerline of said road, a distance of 569.5 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 352.6 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 463.3 feet to the place of beginning, containing 1.945 acres of land, more or less.

## 5.221 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. 220-210 and 220-1953 and being more particularly described as follows:

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;

thence northeasterly, along said northerly right-of-way line, a distance of 666.8 feet to a point in the westerly right-of-way line of Kitzmiller Road;

thence northerly, along said right-of-way line, a distance of 230.5 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 754.3 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 453.3 feet to the place of beginning, containing 5.221 acres of land, more or less.

Continued.....

INDIVIDUAL PARCELS

21466F06

- Page 4 -

24.098 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 24.098 acres of Parcel No. 222-103, and being more particularly described as follows:

Beginning at a point in the centerline of Kitzmiller Road at the northeasterly corner of said parcel;

thence southerly along the centerline of said road, a distance of 870.4 feet to a point;

thence westerly, a distance of 30.0 feet to a point in the westerly right-of-way line of said Kitzmiller Road;

thence southwesterly, along said right-of-way line, a distance of 213.6 feet to a point;

thence northwesterly, a distance of 1723.4 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 160.7 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 928.4 feet to a point;

thence southerly, along an easterly line of said parcel, a distance of 299.6 feet to a point;

thence easterly, continuing along the northerly line of said parcel, a distance of 687.4 feet to the place of beginning, containing 24.098 acres of land, more or less.

2.421 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 parcel No. 222-54 and Parcel No. 222-100, and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (East Main Street) at the northeasterly corner of parcel No. 222-54;

Continued.....

INDIVIDUAL PARCELS

21466F07

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thence southwesterly along the centerline of Main Street, a distance of 409.0 feet to a point;

thence westerly along the southerly line of said parcel No. 222-54 and Parcel 222-100, a distance of 210.9 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-100, a distance of 100.00 feet to a point in the northerly right-of-way line of East Main Street;

thence westerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-100, a distance of 165.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-100, a distance of 90.0 feet to a point in the westerly line of said parcel No. 222-54;

thence northerly along the westerly line of parcel No. 222-54, a distance of 245.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-54, a distance of 429.4 feet to the place of beginning, 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 as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (North High Street) at the northeasterly corner of said parcel;

thence southerly, along said right-of-way line, a distance of 8.90 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 89.0 feet to a point;

Continued.....

21694A05

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thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.218 acre of land, more or less.

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:

Beginning at a point in the centerline of State Route 161 (West Granville Street) at the southeasterly corner of said parcel No. 222-62;

thence northwesterly, along the centerline of said West Granville Street, a distance of 327.2 feet to a point;

thence northerly, along the westerly line of parcel No. 222-151, a distance of 190.5 feet to a point;

thence continuing along said westerly line, a distance of 123.7 feet to a point;

thence easterly, along the northerly line of parcel No. 222-151 and parcel No. 222-62, a distance of 363.2 feet to a point;

thence southerly, along the easterly line of parcel No. 222-62, a distance of 449.4 feet to the place of beginning, containing 3.169 acres of land, more or less.

0.195 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, being all of parcels No. 222-81 and 222-921 and being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of U.S. Route 62 (West Main Street) at the northwesterly corner of said parcel;

thence easterly along said right-of-way, a distance of 52.4 feet to the westerly right-of-way line of State Route 605 (South High Street);

Continued.....

INDIVIDUAL PARCELS

21466F09

- Page 7 -

thence southerly, along said westerly right-of-way line, a distance of 100.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 115.7 feet to a point in the southeasterly right-of-way line of said West Main Street;

thence northeasterly, along said right-of-way line, a distance of 117.8 feet to the place of beginning, containing 0.195 acre of land, more or less.

0.248 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, being all of parcels No. 222-71 and 222-74 and being more particularly described as follows:

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;

thence southerly, along said right-of-way line, a distance of 108.0 feet to a point;

thence westerly along the southerly line of parcel No. 222-74, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of parcels No. 222-71 and 222-74, a distance of 108.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-71, a distance of 100.0 feet to the place of beginning, containing 0.248 acre of land, more or less.

0.115 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, being all of parcel No. 222-45, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of South Second Street at the northeasterly corner of said parcel;

Continued.....

21594A07

INDIVIDUAL PARCELS

21466F10

- Page 8 -

thence southerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a 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.

The above twelve (12) parcels have a combined acreage of 85.019 acres of land, more or less.

21694008

TIME 2 15 P.M.

RECORDER FRANKLIN CO., OHIO

DEC 31 1992

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 108.00

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 01<sup>st</sup> day 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 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, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

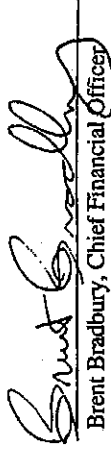
WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

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, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions 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

  
Brent Bradbury, Chief Financial Officer

TRANSFER  
NOT NECESSARY

MAR 12 2004

1 JOSEPH W. YESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

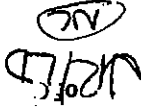
CONVEYANCE TAX EXEMPT M.
JOSEPH W. YESTA FRANKLIN COUNTY AUDITOR



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R011212004 12:26PM BASTEMHRT TIT  
Recording & Return Services  
Franklin County Recorder



Stewart Title Agency  
of Columbus Box





STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> 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.

  
Notary Public  
  
LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

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

# 688

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 and being all of those tracts as conveyed to Lawrence B. Culp 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:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North 86° 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 corner 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" East, 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 corner 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 corner 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-of-way of Thompson Road, leaving a net acreage of 6.280 acres

Exhibit 'A'

6.495 ACRES

-2-

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.

Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown on Official Record 26621A14, Records Office, Franklin County, Ohio.



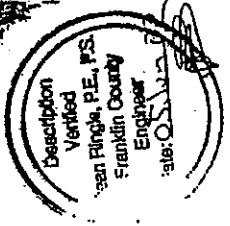
EVANS, MECHWART, HAMBLETON, & TILTON, INC.

*Clark E. White* 6/4/02

Clark E. White  
Registered Surveyor No. 7868

CEW/csw/May 02

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All of  
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+  
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Exhibit "A"

6.995 ACRES

#1771

Situated in the State of Ohio, County of Franklin, Village of New Albany, Quarter 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 described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North 86° 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 corner 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" East, 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;

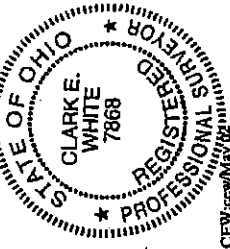
thence South 03° 08' 45" West, with the westerly line of said Cutlip tract, a distance of 605.14 feet to the True Point of Beginning, and containing 6.995 acres of land, more or less, of which 0.232 acre lies within the right-of-way of Thompson Road, leaving a net acreage of 6.763 acres.

0754  
ALL OF  
(222)  
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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.

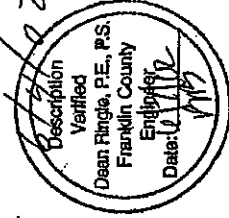
Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

*Clark E. White*

Clark E. White  
Registered Surveyor No. 7868



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

Franklin State \*  
Dec 1 3 1990  
Office

THE 241P IS  
RECORDED IN FRANKLIN CO., OHIO

DEC 3 1990

RECORDS SECTION

RECORDS # 117.002

754IP  
12-31-87  
10926 PAGE 105  
JULIEN W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

M GP

TRANSFERRED  
NOT NECESSARY  
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RECORDS SECTION  
FRANKLIN COUNTY, OHIO

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 1st day of ~~October~~, 1990, by THE NEW ALBANY COMPANY, an Ohio partnership, hereinafter referred to as the "Declarant".**

Declarant is the owner of all that certain real property located in Franklin County, Ohio, more particularly described on Exhibit A attached hereto (the "Initial Property," 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 New Albany Communities") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for The New Albany Communities for the purposes hereinafter set forth.

Declarant 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

Declarant is the owner of certain real property located in 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, safety and welfare 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 covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration and in the other Master Community Documents.

It is the intention of Declarant that The New Albany Communities shall consist of separately developed 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 hereafter 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 properties within The New Albany Communities shall be subject not only to the Master Community Documents, but also to the Community Documents applicable to that Community.

Declarant desires and intends to develop a quality project in The New Albany Communities including residential facilities of 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 Owners.

#### ARTICLE II

##### 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 "Annex" or "Annex" shall mean the process by which portions of the Expansion Properties are made subject to this Declaration pursuant to Article III hereof.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Master Association which are filed with the Secretary of State of Ohio.

"Assessed Valuation" of any Site situated in The New Albany Communities shall mean, as the context requires, one of the following:

- (a) 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 thereon as determined 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 November 1 of that year in the real 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, (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 reduction of real property taxes on such property 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

(b) if the real property records in the Franklin County, Ohio Auditor's office do not reflect on November 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

(c) if on November 1 after the third anniversary of the initial conveyance of a Privately Owned Site by 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 has been issued by any governmental authority for 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 office on November 1 of that year, or

(d) 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.

"Assessments" shall mean Base, Special, Default and User 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.

"Building" shall mean a building or structure constructed 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 department, bureau or agency of the United States government, or if 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 assigns.

"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 or hereafter owned or operated by Declarant or the Club Corporation or their respective successors in interest or assigns.

"Code of Regulations" shall mean the code of regulations of the Master Association.

"Common Area" shall mean all real property in which the Master Association owns an interest for the common use and enjoyment of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easements.

"Community" shall mean a particular area located within The New Albany Communities which is designated by the Declarant as a Community in a declaration of covenants, condition, restrictions and easements for that Community recorded in the office of the Recorder of the county or counties in which that Community is located.

"Community Association" shall mean and refer to any non-profit corporation established in accordance with Community Documents for a Community.

"Community Association Properties" shall mean all real and personal property now or hereafter owned by 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.

"Community Documents" shall mean any and all documents, instruments 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 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 Representatives" shall mean and refer to the persons elected by the members of a Community to vote on behalf of the members of a Community on Master Association matters.

"Declarant" shall mean The New Albany Company, an Ohio partnership, and its successors 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 as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements as amended or supplemented by Supplemental Declarations from time to time.

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

"Dwellings" is defined in Section 10.30 hereof.

"Eligible Holder" is defined in Section 11.2 hereof.

"Expansion Properties" shall mean any real property within the area described in Exhibit B.

"FHLMC" 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.



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

"Government Mortgage Agencies" shall mean the FHLBC, the FMAA, and any similar entity, public or private, authorized, 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, 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 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 improvements.

"Initial Property" shall mean all of the real property described in Exhibit A attached hereto.

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

"Manager" shall mean any person or entity retained by the Master Association to perform certain functions of the Master Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master 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 Incorporation and/or Code of Regulations.

"Master Association Properties" shall mean all real and personal property, including, but not limited to, the Common Area and improvements, now or hereafter owned by the Master Association or with respect to which the Master Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

"Master Association Rules" shall mean the rules adopted by the Master Association as provided in Section 5.15.

"Master Community Documents" shall mean any and all 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.

"Mortgage" shall mean any mortgage, deed of trust, or other 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 statute.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee. "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.

"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 Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Plat" shall mean any plat map filed in the office of the Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of The New Albany Communities.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any 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: (i) any property owned by a public body, (ii) the Master Association Properties, or (iii) any Community Association Properties.

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

"scenic Corridor" is defined in Section 5.3 hereof.

"services" is defined in Section 10.30 hereof.

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

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Properties to this Declaration.

"The New Albany Communities" shall mean the Initial Property, together with any additional real property which is or hereafter may become subject to this Declaration pursuant to the terms hereof.

"Turnover Date" is defined in Section 4.5 hereof.

"User Assessments" shall mean the Assessments levied in accordance with Section 8.8 of this Declaration

"Voting Member" shall mean the Members of the Master Association entitled to vote on Master Association matters.

#### ARTICLE III

##### EXPANSION

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 filing for record of such 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 property already subject to the Declaration except as provided herein for amendment.

## ARTICLE IV

MASTER ASSOCIATION OPERATIONS

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

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 for each Privately Owned Site within The New Albany Communities. Each Community Representative shall be deemed to be a Voting Member of the Master Association. 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 Master 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 Owner of a Site is more than one person, votes and rights of use and 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 Master Association, subject to the provisions of this Declaration and the 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.

4.3.1. Voting on Master Association matters requiring a vote will be conducted by Voting Members which shall be the Community Representatives elected by the members of each Community Association in accordance with the Community Documents pertaining to such Community Association. Each Community Representative will be entitled to one vote for each Site in the Community which is one acre or less in size. If a Site is greater in size than one acre, the Community Representative will be entitled to one vote for each acre or portion thereof for each such Site. Community Representatives shall not be entitled to cast any votes on behalf of Sites owned by the Declarant.

4.3.2. For purposes of voting, the Club Facilities shall be considered a Community and the Club Corporation shall designate one Community Representative to vote on its behalf on all Master Association matters requiring a vote of the Members. The Community Representative designated by the Club Corporation will be entitled to 230 votes.

Section 4.4. Board of Trustees. The affairs of the Master Association shall be managed by a Board of Trustees. Subject to the provisions of Section 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 executive committee or to other committees, to tribunals, to Managers, to officers of the Master Association, or to agents and employees of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for management of the affairs of the Master Association. Action by or on behalf of the Master 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.

Section 4.5. Membership of Board of Trustees. 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. 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 and will act solely on behalf of the Declarant. The trustees elected by the Voting Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) the date that all the Expansion Properties have become part of 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 has voluntarily relinquished its right to appoint such four trustees. The document by which Declarant voluntarily relinquishes its right to appoint trustees as described in subsection (b) in the immediately preceding sentence may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, 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

within The New Albany Communities or the operation of the Club Facilities and other projects developed by Declarant or its assigns which are within The New Albany Communities.

#### ARTICLE V

#### DUTIES AND POWERS OF THE MASTER ASSOCIATION

Section 5.1. General Duties and Powers of the Master Association. The Master Association has been formed to further 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 and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Master Association Properties and to improve and enhance the attractiveness, desirability and safety of The New Albany Communities.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereafter convey certain areas of land to the Master Association as Common Area 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 hereby to the common use and enjoyment of the Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general 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 declaration. The Master Association shall accept title to any interest to 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 transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the 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 to the Master Association by limited warranty deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Master Association by

Declarant may impose special restrictions governing the uses of such 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 IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS 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 MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER 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 FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Master Association shall be paid for by the Master Association.

Section 5.3. Scenic Corridors. Declarant may now own or hereafter acquire certain areas of real property located along major 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 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 real property, including, but not limited to, the fencing and all property located between the fencing and the roadways and property located beyond the fencing to the Master Association. In addition, Declarant shall have the right, but not the obligation, to designate any property so conveyed to the Master Association as "scenic corridor" by specifically designating such property as "scenic corridor" in the instrument of conveyance. (Any property conveyed by Declarant to the Master Association pursuant to the provisions of this Declaration and designated by the Declarant as "scenic corridor" in accordance with the immediately preceding sentence is hereinafter referred to as "Scenic Corridor.") Any conveyance of any Scenic Corridor shall be made by Declarant and accepted by the Master Association in accordance with Section 5.2 and shall be subject to any and all matters described in Section 5.2.

In addition to all other obligations of the Master Association set forth in this Declaration with respect to Master Association properties, the Master Association shall have the following obligations with regard to all Scenic Corridors. The Master

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 fertilization 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 be obligated to, maintain such Scenic Corridor and assess all Owners for the costs thereof. Any unpaid assessments shall constitute an automatic 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 portion of any Scenic Corridor without the written approval of Declarant.

Section 5.4. Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Board of Trustees of the Master 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 violations and operating condition. All Owners, by accepting a deed to a Site within The New Albany Communities acknowledge and agree to the inspectors selected by the Board and agree to abide by 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 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 5.5. Duty to Manage, Control and Maintain Master Association Properties. The 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 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



the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.3.

Section 5.6. Duty to Maintain Hazard Insurance. The Master Association shall obtain insurance for all insurable improvements owned by the Master 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 mortgage 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:

5.6.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

5.6.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to The New Albany Communities.

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 denying the claim of any Owner because of the negligent acts of the Master Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out 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, 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 The New Albany Communities.

Section 5.8. Duty to Maintain Fidelity Insurance. The Master Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, agents, and employees

and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Master Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall name the Master Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Master Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 5.9. Duty to Maintain Flood Insurance. If any of 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 National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Master Association in the amount of 100% of the current replacement cost (as defined in Section 5.6 hereof) of all Buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.10. Insurance and Bonds Required by Government 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 Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within The New 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, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Master Association under the provisions of Sections 5.6, 5.7, 5.8 and 5.9 hereof shall be subject to the following provisions and limitations:

5.11.1. The named insured under any such policies shall be 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 exclusive authority to negotiate losses under such policies:

5.11.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees:

5.11.3. The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Master Association, or (b) failure of the Master Association to comply with any warranty or condition with regard to any portion of The New Albany Communities over which the Master Association has no control;

5.11.4. 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 Mortgagees and insureds named therein;

5.11.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Master Association and its trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

5.11.6. All policies of property insurance shall provide 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 trustee) or when in conflict with the provisions of any insurance trust agreement to which the Master Association may be a party or any requirement of law;

5.11.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

5.11.8. 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; and

5.11.9. 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 Master Association or its duly authorized Manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its Manager, any Owner, or Mortgagee.

Section 5.12. Duty to Maintain Officers and Trustee's Personal 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 Master Association to protect the officers, trustees

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 Master Association.

Section 5.13. Duty to Maintain Workers' Compensation Insurance. The Master Association shall obtain workers compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.14. Other Insurance. The Master Association may obtain 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 duties.

Section 5.15. Power to Adopt Rules and Regulations. The Master Association, from time to time, may adopt, amend and repeal rules and regulations, to be known as the "Master Association Rules," governing, among other things and without limitation:

5.15.1. The use of Common Areas and the Master Association Property;

5.15.2. Fines for the infraction of the Master Association Rules;

5.15.3. Maintenance performance standards for the property owned or operated by the Community Associations and for all Privately Owned Sites including, without limitation, landscape maintenance and irrigation practices; and

5.15.4. Any other rule or regulation deemed necessary, desirable 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.

Notice 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 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 see 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 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

efficiently and economically provide their respective services to 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 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 Community or by an item in the Community Association's budget which shall be collected through Community Association Assessments and remitted to the Master Association.

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 any duty, power, or function.

Section 5.18. Ownership of Other Property. The Master Association, through action of its Board of Trustees, may 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 Master Association by Declarant.

Section 5.19. Books and Records. The Master 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 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 expressly conveyed to the Master Association by recorded written instrument.

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

right or privilege given to it herein 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 or obligation reasonably to be implied from the express provisions of the Master Community Documents or reasonably necessary to perform the duties and obligations contained in the Master Community Documents.

Section 5.22. Cooperation with Club Facilities Owner. The Master Association shall have the power to 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 reciprocal easements for ingress and egress.

Section 5.23. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or 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 such conveyance.

#### ARTICLE VI

##### MASTER ASSOCIATION PROPERTIES

Section 6.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement 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 easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Delegation of Use. Any Owner may, subject to the Master Association Rules, delegate, in accordance with the Master 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 Negligence. In the event that the need 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 personal obligation of such Owner; and, if not repaid to the Master 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 with Section 8.7.

Section 6.4. Title to Master Association Properties. The Master Association Properties shall be owned by the Master Association and no Owner shall bring any action for partition or division of the Master Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to 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 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 Members 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 this Declaration.

Section 6.5. Master Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Master 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 Master Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or 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 Master Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Master Association as attorney-in-fact.

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

shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

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 damaged 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 Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by 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 except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, reconstruction and replacement. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, reconstruction and replacement.

Section 6.9. Disbursement of Funds for Repair and Reconstruction. 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 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 Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Master Association as surplus funds in accordance with Section 9.3.

Section 6.10. 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 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 condition, and any remaining insurance proceeds may be held by the Master Association as surplus funds in accordance with Section 9.3.

Section 6.11. Rights of Owners. Whenever all or any part of the Master 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 Master Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

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 Master Association as Trustee for all Owners to be distributed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67% of the Owners (other than Declarant) shall otherwise agree in writing, the Master 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 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. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Master Association and The New Albany Communities including, but not limited to, the Master Association Properties and any Community Association Properties. 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 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 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 be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a

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 create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of other property whether located in The New Albany Communities or otherwise.

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 Club Corporation or any person or entity owning or developing the Club Facilities the right to the reasonable use of the Master Association Properties and any Community Association Properties and of services offered by the Master Association and any Community Association in connection with the development, construction, promotion, marketing, sales, leases and leasing of properties within The New Albany Communities and in connection with the marketing of memberships in the Club Facilities. Without limiting the generality of the foregoing, Declarant, the Club Corporation and any person or entity owning or developing the Club Facilities may: (a) erect and maintain on any part of the Master Association Properties and any Community Association Properties such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within such boundaries; (b) use and park and permit visitors and guests to use and park vehicles and equipment on the Master Association Properties and any Community Association Properties for developmental, construction and promotional purposes; (c) permit prospective purchasers of properties within The New Albany Communities, who are not Owners, to use or enter the Master Association Properties and any Community Association Properties at reasonable times and in reasonable numbers; (d) refer to the Master Association and any Community Association, the Master Association Properties and any Community Association Properties and the services offered by the Master Association and any Community Associations in connection with the development, construction, promotion, marketing, sale, resale and leasing of properties within The New Albany Communities.

Section 7.3. Declarant's Rights to Complete Development. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to and Declarant shall have the right to: (a) complete the development. Declarant shall have the right to: (a) resale and leasing of properties within The New Albany Communities; (b) construct or alter improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, the Club Corporation, the Master Association or any Community Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within The New Albany Communities. Further, Declarant shall have the right of ingress and

gress through the streets, paths and walkways located in The New Albany Communities for any purpose whatsoever, including, but not 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 centers and for the purpose of installation and maintenance of utilities to serve such improvements. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Master Association Properties, any Community Association Properties or any Property owned by Declarant; (ii) use any structure on any Master Association Properties and any Community Association Properties or any Property owned by Declarant as a 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 approval of the Master Association or any Community Association for any such activity or improvement to property by Declarant on any Master Association Properties, any Community Association Properties or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 7.4. Declarant's Approval of Conveyances or Changes in Use of the Master Association Properties. The Master Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of the Master Association Properties, use the Master Association Properties other than solely for the benefit of Owners, or mortgage the Master Association Properties.

Section 7.5. Recorded Easements and Building Lines. The New Albany Communities, and all portions thereof, shall be subject to all easements, building set back lines and build-to lines shown on any recorded Plat affecting The New Albany Communities, or any portion thereof, and to any other easements of record.

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 Master 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 encroachment which is the result of willful misconduct on the part of Declarant, an Owner, a tenant, the Master Association, any Community Association or any other person or entity. A valid easement for said encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of The New Albany

Communities. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of Improvements constructed on any portion of The New Albany Communities, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any Improvements in The New Albany Communities.

Section 7.7. Emergency and Service Easement. 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.

Section 7.8. Easements for Utilities. There is hereby reserved unto Declarant, the Master Association, and the designees of each, blanket easements upon, across, over, and under all of The New Albany Communities for the purpose of constructing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, 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 existing dwelling on a Site, and any damage to a Site resulting from the exercise of this easement shall not unreasonably interfere with 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.

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 permitting 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.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement over The New Albany Communities without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on The New Albany Communities.

Section 7.9. Maintenance Easement. An easement is hereby reserved 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 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 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 Master Community Documents. The Master Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

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 egress 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 Owner's family, tenants, employees, guests, or invitees.

Section 7.11. Easements Deemed Created. All conveyances of 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 VII appears in the instrument for such conveyance.

#### ARTICLE VIII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for 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 Documents or because the Master Association has incurred an expense



200506240123154

Prs: 55 \$452.00 T200506240123154  
06/24/2005 11:05AM EXTRANSOHIO R  
Robert G. Montgomery  
Franklin County Recorder

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR  
NEW ALBANY COUNTRY CLUB SECTION 20 PART 1  
(LANSOWNE SUBDIVISION)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESTRICTIONS AND EASEMENTS is made on the 14<sup>th</sup> day of June, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company (the "Declarant").

Declarant is 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 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 Lansdowne Area, for the purposes hereinafter set forth.

Declarant hereby declares that the Part 1 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 Part 1 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 respective heirs, personal and legal representatives, successors and assigns.

**ARTICLE I**

**PURPOSE AND INTENT**

The New Albany Company LLC, a Delaware limited liability company (the "New Albany Company") is the developer of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known and referred to herein as "The New Albany Communities." The Lansdowne Area is located within the 'expansion area' of, and is subject to 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 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 New Albany Company has declared that the Part 1 Property

NEW ALBANY COMPANY LLC  
**CONVEYANCE TAX  
EXEMPT**  
M/I  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

**TRANSFERRED  
NOT NECESSARY**  
JUN 24 2005  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY



200405040101782

Pgs: 5 \$52.00 120040066005  
05/04/2004 4:01PM RECCLUNEIR 6  
Robert G. Montgomery  
Franklin County Recorder

Easement# 25-13-260

**EASEMENT**

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration to the Grantor in hand paid, receipt of which is hereby acknowledged, THE NEW ALBANY COMPANY, L.L.C., a Delaware limited liability 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 lay pipelines together with service 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 valves and other necessary appurtenances on lands situated in the Village of New Albany, Franklin County, State of OHIO, and more particularly described as follows:

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 or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

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 original 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.

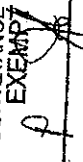
The Grantor warrants that, to the best of its knowledge, the lands encompassed by this easement have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

TRANSFERRED  
NOT NECESSARY

MAY 03 2004

JOSEPH W. TESTA  
AUDITOR

FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	 JOSEPH W. TESTA FRANKLIN COUNTY AUDITOR

If the location of the pipeline should interfere with the Grantor's future development of its lands, the Company will relocate its pipeline to another location on Grantor's lands at a mutually acceptable location. The Grantor shall furnish the Company with an easement for the relocated pipeline on Company's standard forms, free and clear of all liens and encumbrances at no cost to Company. The Grantor shall pay Company one hundred percent (100%) of the actual costs associated with the relocation of the Company's 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 the mutually acceptable location; (c) the cost of performing all engineering and other work necessary to the project, including Company's internal costs and overheads; (d) the cost of obtaining all necessary governmental permits and approvals; and (e) the cost of examining title, preparing legal documents and recording the easement for the relocation. Company may utilize contractors to perform all or any part of the relocation project.

Prior to commencement of any such relocation, Grantor agrees to deposit an advance payment with Company equal to Company's estimate of the total cost of the proposed relocation project. If the actual cost of the relocation is more than the amount of the advance deposit, then Grantor shall, within 30 days of receipt of Company's statement showing the actual costs incurred, submit payment of the excess over the amount of the advance payment. If the actual cost of the relocation is less than the amount of the 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 the relocation project until the advance payment is received and all necessary property rights, permits and regulatory approvals/clearances have been obtained. If the required permits and/or regulatory approvals/clearances cannot be obtained, Company may cancel the relocation project and return the unused portion of the advance payment. Grantor agrees to cooperate and use its best efforts to obtain the required permits and regulatory approvals/clearances. If Grantor decides to cancel or postpone indefinitely the contemplated relocation project, Grantor shall reimburse Company for all costs expended or obligated at the time of the cancellation or indefinite postponement, which reimbursement shall be deducted from the advance payment and the unused portion thereof 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 trees.

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.



IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand  
this 29<sup>th</sup> day of February, 2004

THE NEW ALBANY COMPANY, L.L.C.  
a Delaware limited liability company

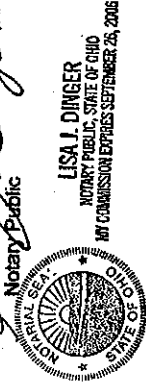
BY: \_\_\_\_\_  
(print)  
(sign) Brent Bradbury  
(print) Brent Bradbury  
Chief Financial Officer

STATE OF OHIO )  
) SS:  
COUNTY OF Franklin )

BEFORE ME, a Notary Public in and for said County and State, personally appeared  
Brent Bradbury, the Chief Financial Officer  
of the aforementioned, The New Albany Company LLC, who  
represented that he is duly authorized in the premises, and who acknowledged  
that he did sign the foregoing instrument, and that the same is his free act  
and deed as such Chief Financial Officer, and is the free act and deed of said  
limited liability company.

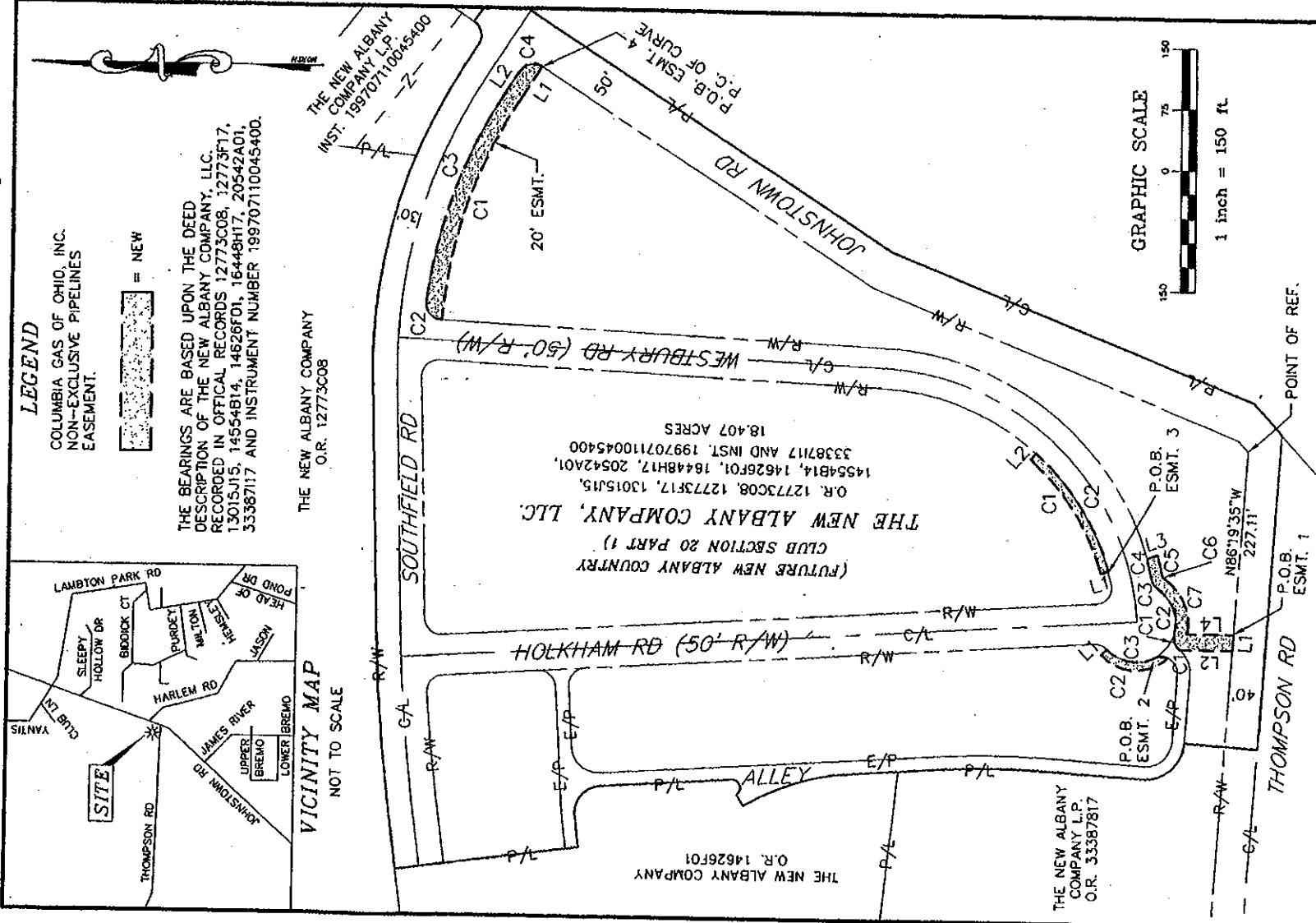
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29<sup>th</sup>  
day of February, 2004.

My Commission Expires: November  
Lisa J. Dinger  
Notary Public



This Document prepared for  
Columbia Gas of Ohio Inc. by  
Hockaden & Associates Inc.  
WC# 107-555-WP2844-0823  
CGO# 03-0082844-00  
HA# 908 2217

RETURN TO  
COLUMBIA GAS OF OHIO, INC.  
LAND SECTION  
P.O. BOX 117  
COLUMBUS, OH 43216-0117



**LEGEND**

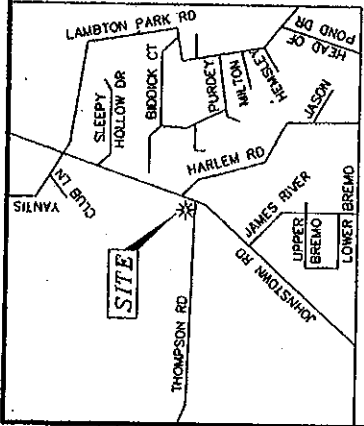
COLUMBIA GAS OF OHIO, INC.  
NON-EXCLUSIVE PIPELINES  
EASEMENT.



THE BEARINGS ARE BASED UPON THE DEED DESCRIPTION OF THE NEW ALBANY COMPANY, LLC. RECORDED IN OFFICIAL RECORDS 12773C08, 12773F17, 13015J15, 14554B14, 14626F01, 16448H17, 20542A01, 33387I17 AND INSTRUMENT NUMBER 199707110045400.

**VICINITY MAP**

NOT TO SCALE



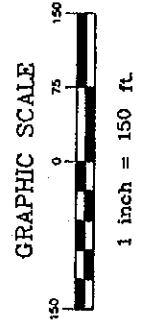
THE NEW ALBANY COMPANY  
O.R. 12773C08

THE NEW ALBANY COMPANY L.P.  
INST. 199707110045400

THE NEW ALBANY COMPANY, LLC.  
(FUTURE NEW ALBANY COUNTRY CLUB SECTION 20 PART 1)  
O.R. 12773C08, 12773F17, 13015J15,  
14554B14, 14626F01, 16448H17, 20542A01,  
33387I17 AND INST. 199707110045400  
18.407 ACRES

THE NEW ALBANY COMPANY L.P.  
O.R. 14626F01

THE NEW ALBANY COMPANY L.P.  
O.R. 33387817



This Exhibit is drawn for the Unlimited Use of COLUMBIA GAS OF OHIO, INC. to identify the Easement Location and is not intended to represent an accurate survey of the Property.

JOB NUMBER 908-2217	COMPANY COLUMBIA GAS OF OHIO, INC.	PROJECT 10', 14' & 20' NON-EXCLUSIVE PIPELINES EASEMENTS ON THE PROPERTY OF THE NEW ALBANY COMPANY, LLC., A DELAWARE LIMITED LIABILITY COMPANY	DATE 02/18/04	ENGINEER HOCKADEN & ASSOC.	MAPS 1 of 2	340 436P	JPT
JOB ORDER 03-0082844-00	WORK ORDER 107-555-WP2844-0823	LOCATION COLUMBUS	COUNTY FRANKLIN	STATE OHIO	CK'D BY NCG	DRAWING NO. EXHIBIT A	

25-13-260

EASEMENT 1 LINE TABLE		
LINE	LENGTH	BEARING
L1	20.04	N86°19'35"W
L2	65.41	N09°00'00"W
L3	15.00	S16°15'11"E
L4	57.80	S00°00'00"E

EASEMENT 1 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	22.15	20.00	63°27'34"	S71°56'22"W	21.04	21.04
C2	63.82	50.00	73°08'02"	N68°37'28"E	59.58	59.58
C3	15.97	20.03	45°41'02"	S54°52'27"W	15.55	15.55
C4	25.01	355.00	4°02'09"	N75°45'54"E	25.00	25.00
C5	26.06	370.00	4°02'09"	N75°45'54"E	26.06	26.06
C6	4.80	5.03	45°33'28"	S54°44'11"W	3.90	3.90
C7	78.93	65.00	69°34'17"	N66°50'36"E	74.17	74.17

EASEMENT 2 LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N43°40'50"W

EASEMENT 2 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	65.04	50.00	74°31'45"	S09°05'20"W	60.55	60.55
C2	93.71	60.00	89°28'56"	S01°36'24"W	84.47	84.47
C3	18.00	20.30	50°48'57"	N00°57'15"W	17.42	17.42

EASEMENT 3 LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N15°43'44"W
L2	10.00	S48°13'42"E

EASEMENT 3 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	167.33	295.00	32°29'58"	N58°01'17"E	165.10	165.10
C2	173.00	305.00	32°29'58"	N58°01'17"E	170.69	170.69

EASEMENT 4 LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N67°09'28"W
L2	30.00	S57°09'28"E

EASEMENT 4 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	290.61	580.64	28°40'38"	N71°15'49"W	287.59	287.59
C2	32.93	19.97	94°28'11"	S49°50'25"W	29.33	29.33
C3	279.74	620.00	25°51'06"	N70°05'01"W	277.37	277.37
C4	31.43	19.98	90°07'20"	N12°09'28"W	28.28	28.28

This Exhibit is drawn for the Unlimited Use of COLUMBIA GAS OF OHIO, INC. to identify the Easement Location and is not intended to represent an accurate survey of the Property.

JOB NUMBER 908-2217	COMPANY COLUMBIA GAS OF OHIO, INC.		PROJECT 10' 14' & 20' NON-EXCLUSIVE PIPELINES EASEMENTS ON THE PROPERTY OF THE NEW ALBANY COMPANY, LLC., A DELAWARE LIMITED LIABILITY COMPANY
DATE 02/18/04	ENGINEER HOCKADEN & ASSOC.	MAPS 2 of 2	340 436P
SCALE 1" = 150'	TECHNICIAN JPT	STATE OHIO	COUNTY FRANKLIN
JOB ORDER 03-0082844-00		WORK ORDER 107-555-WP2844-0823	COUNTY COLUMBUS
LOCATION COLUMBUS		STATE OHIO	COUNTY FRANKLIN
CK'D BY NGG		DRAWING NO. EXHIBIT A	



200508030155780

Pat. 7 572 00 TAXPAYER 06/25/05  
08/03/2005 12:32PM BY THOMPSON10 R  
Robert G. Nonlanser, Franklin County Recorder

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
NEW ALBANY COUNTRY CLUB SECTION 20 PART 1  
(LANSOWNE 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 1st day of August, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("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:

1. 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 attached hereto.
3. 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 effect.

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

By: [Signature]  
Thomas Mason, Senior Vice-President and  
General Counsel

TRANSFERRED BY  
NOT NECESSARY  
AUG 03 2005  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
P [Signature]  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR


TRANSFORMER TITLE  
COPIES  
COUNTY RECORDER  
(614) 412-0899

STATE OF OHIO  
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2005, by J. Thomas Mason, the Senior Vice-President and General Counsel of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.




KIMBERLY L. MCCOY  
Notary Public, State of Ohio  
My Commission Expires  
01/08/06

  
Notary Public

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC  
a Delaware limited liability company

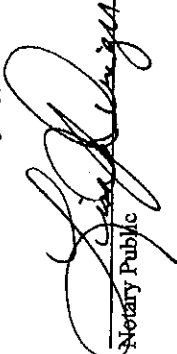
By:   
Print Name: Brent Bradley  
Its: Chief Financial Officer

STATE OF OHIO  
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2005, by Brent Bradley, the Chief Financial Officer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.



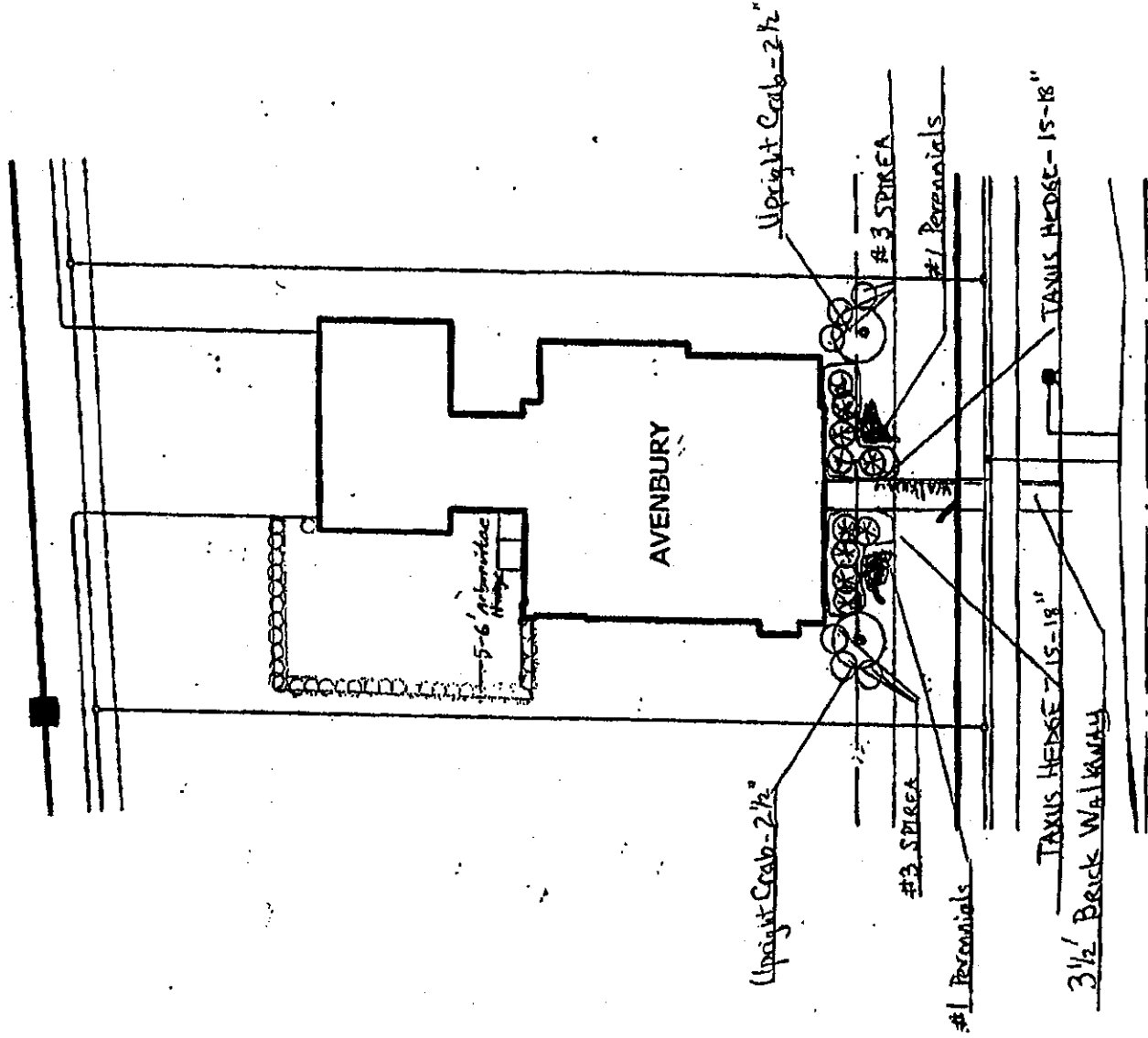
CRAG DINGER  
Notary Public, State of Ohio  
My Commission Expires September 26, 2006

  
Notary Public

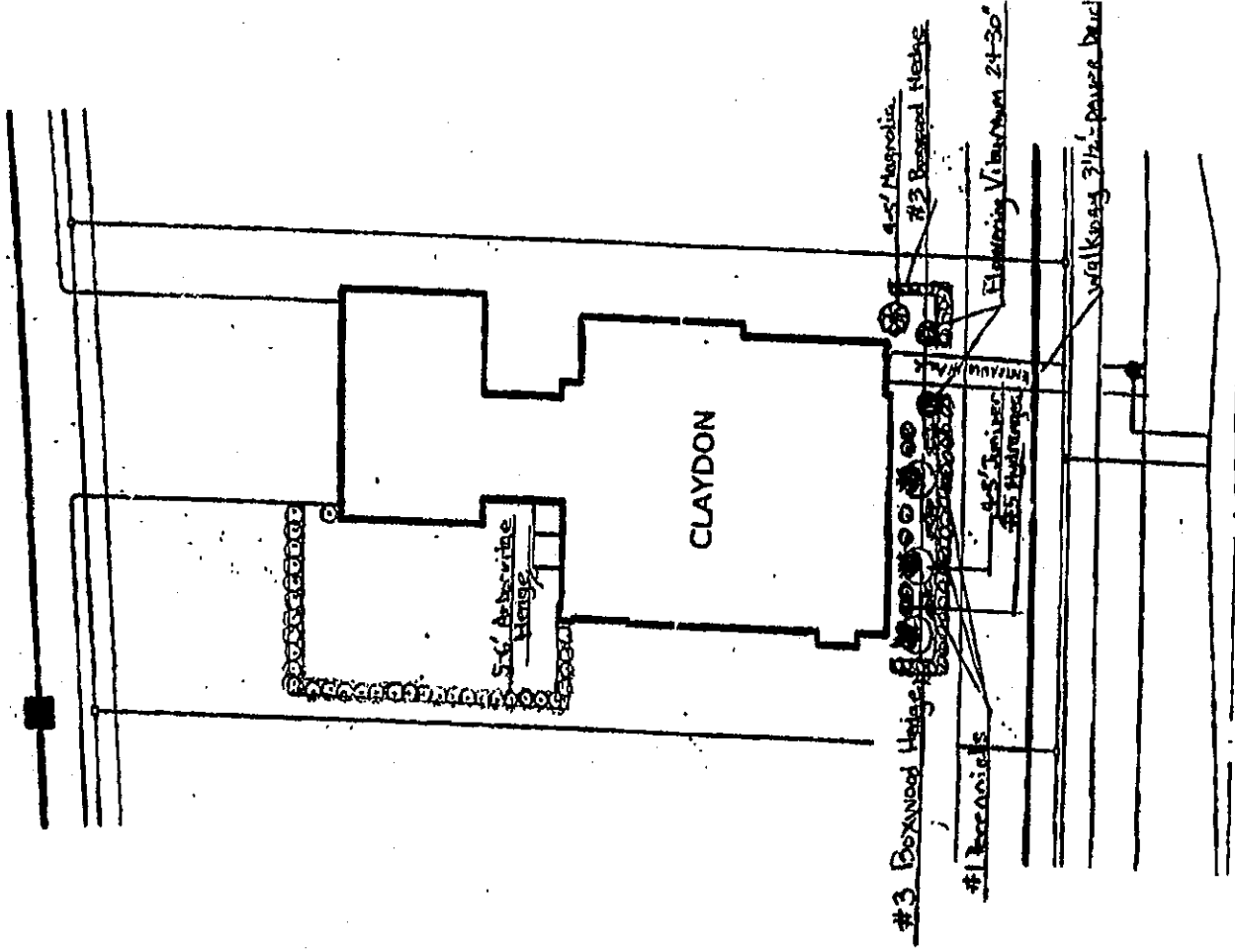
This instrument prepared by:

J. Thomas Mason, Esq.  
M/I Homes, Inc.  
3 Easton Oval, Suite 500  
Columbus, Ohio 43219

Carriage Home Lot Landscaping



Carriage Home Lot Landscaping



Carriage Home Lot Landscaping

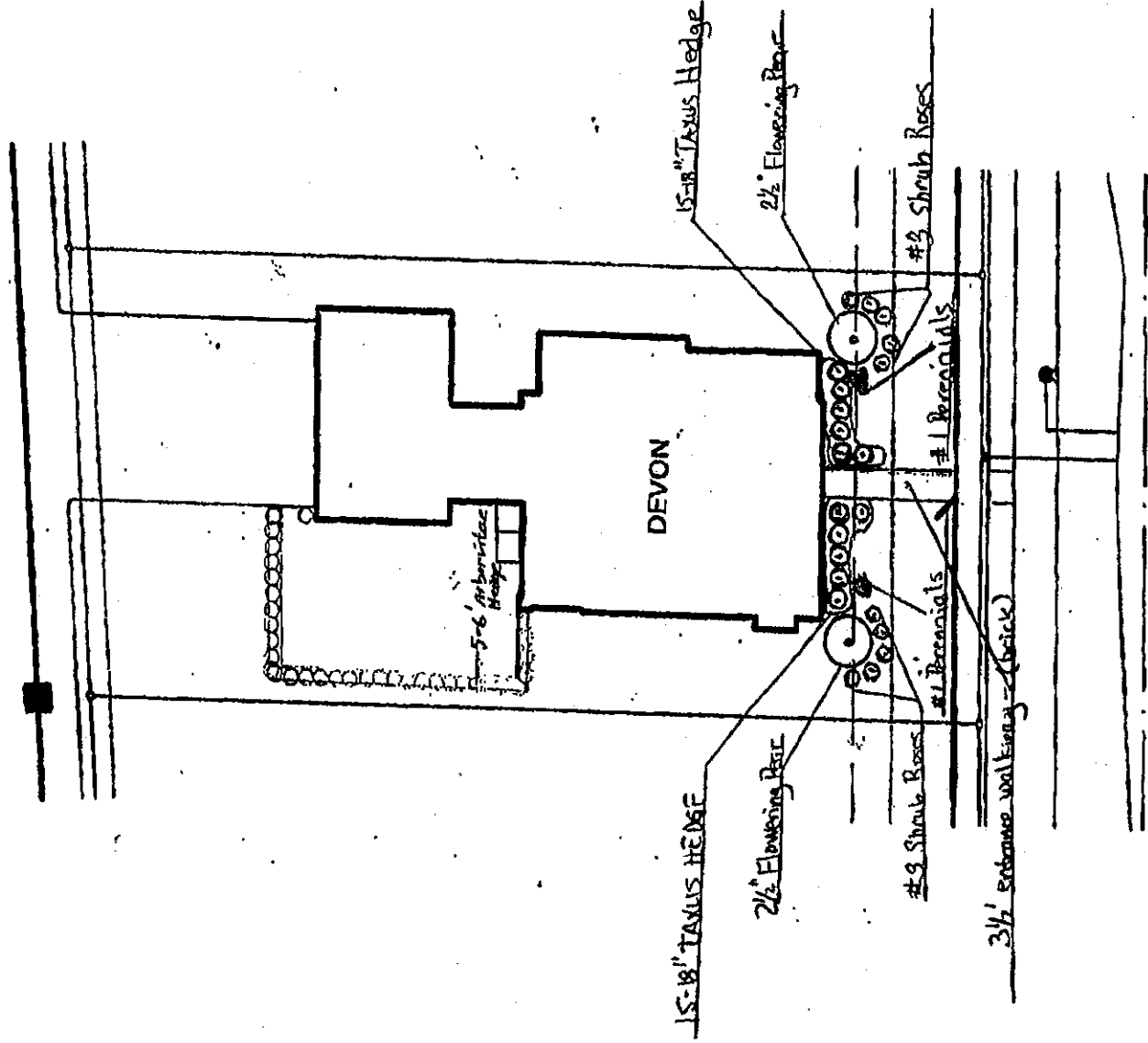
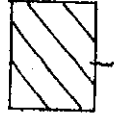
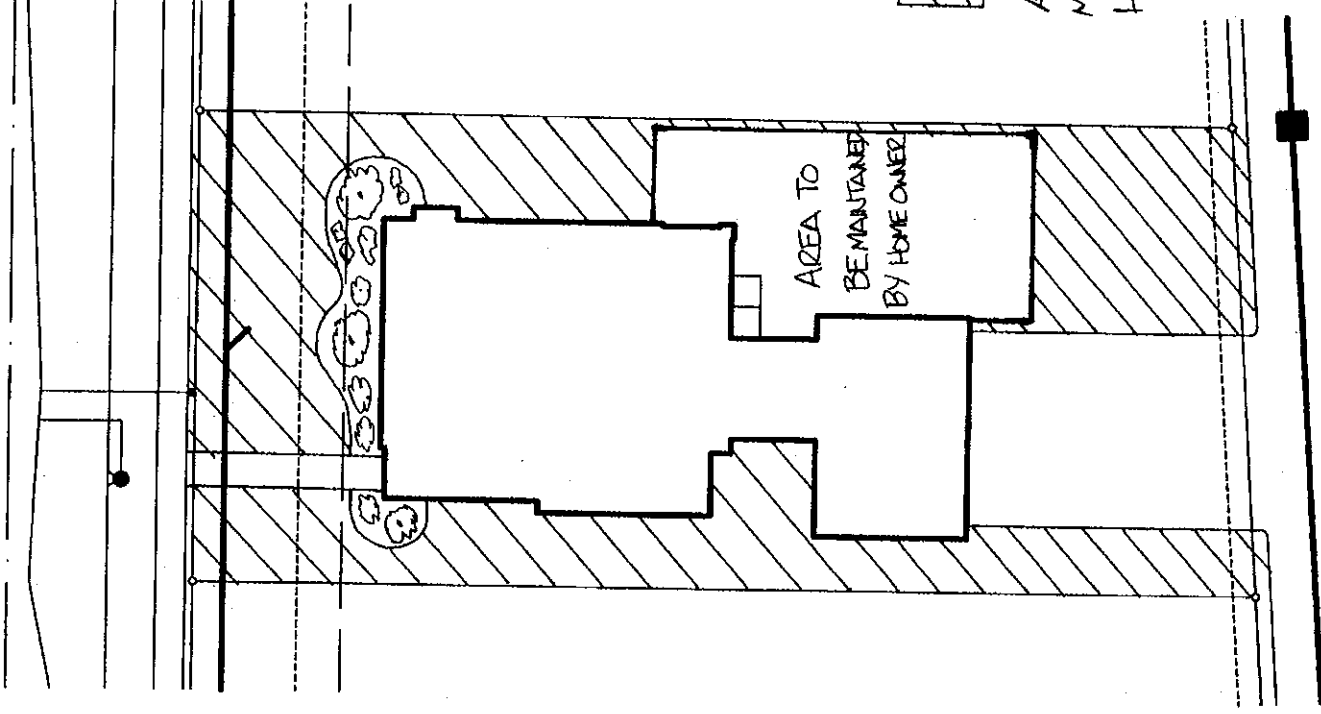






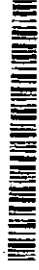
EXHIBIT E

Carriage Home Lots  
Mowing/Mulching



AREA TO BE  
MAINTAINED BY  
HOA

AREA TO  
BE MAINTAINED  
BY HOME OWNER



200511180244412  
 P 7. 472. 00 T20050624-117  
 17/18/2005 4. 15PM EASTBART 117  
 Robert C. Monticerny,  
 Franklin County Recorder

21  
 RL/D

TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twenty-Third Supplemental Declaration") is made as of the ~~18th~~ <sup>15th</sup>-day of ~~November~~ <sup>November</sup> 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;

WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the 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;

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, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions 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, a  
 Delaware limited liability company

*Brent Bradbury*  
 Brent Bradbury, Chief Financial Officer

1

TRANSFERRED  
 Not Necessary  
 NOV 18 2005  
 JOSEPH W. TESTA  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

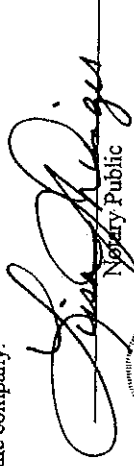
CONVEYANCE TAX  
 EXEMPT

FRANKLIN COUNTY PUBLIC UTILITIES

Stewart Title Agency  
 of Columbus Box

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2005,  
by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a  
Delaware limited liability company, on behalf of the company.

  
Notary Public



LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

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"  
Pg. 1 of 5  
Nov 20 2012

16.550 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, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 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 Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 33387I7, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, 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 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 824.00 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 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 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;

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 North 35° 20' 02" West, 49.02 feet to a point of reverse curvature;

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 North 81° 02' 03" West, 78.87 feet to a point of reverse curvature;

Exhibit "A"  
Pg 2 of 5

16.550 ACRES

-Page 2-

with the arc of said curve, having a central angle of  $86^{\circ} 59' 22''$ , a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of South  $57^{\circ} 43' 53''$  West, 27.53 feet to a point;

North  $75^{\circ} 45' 48''$  West, a distance of 50.00 feet to a point;

North  $14^{\circ} 14' 12''$  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  $87^{\circ} 32' 37''$ , a radius of 20.00 feet, an arc length of 30.56 feet, having a chord bearing and distance of North  $29^{\circ} 32' 07''$  West, 27.67 feet to a point;

North  $16^{\circ} 41' 34''$  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  $24^{\circ} 23' 59''$ , a radius of 770.00 feet, an arc length of 327.91 feet, a chord bearing and distance of South  $85^{\circ} 30' 25''$  East, 325.44 feet to a point of tangency; and

North  $82^{\circ} 17' 36''$  East, a distance of 344.08 feet to a corner 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  $07^{\circ} 42' 24''$  East, a distance of 226.00 feet to a point;

North  $82^{\circ} 17' 36''$  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  $01^{\circ} 48' 17''$ , a radius of 1095.28 feet, an arc length of 34.50 feet, having a chord bearing and distance of North  $83^{\circ} 11' 44''$  East, 34.50 feet to a point of compound curvature;

with the arc of said curve, having a central angle of  $92^{\circ} 12' 43''$ , a radius of 33.00 feet, an arc length of 53.11 feet, having a chord bearing and distance of South  $49^{\circ} 47' 46''$  East, 47.56 feet to a point of tangency;

South  $03^{\circ} 41' 24''$  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  $152^{\circ} 01' 14''$ , a radius of 10.00 feet, an arc length of 26.53 feet, having a chord bearing and distance of South  $72^{\circ} 19' 13''$  West, 19.41 feet to a point;

Exhibit "A"  
Pg 3 of 5

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  
right;

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" East, 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.

Exhibit "A"  
Pg 5 of 5  
NACC 20 pt 3

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, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 12773C08, 12773F17, 13015115, 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 Partnership by deed of record in Official Record 33387117, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, 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 Thompson 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 corner 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 right;
- with the arc of said curve having a central angle of 10° 33' 47", a radius of 325.00 feet, an arc length of 59.92 feet, having a chord bearing and distance of South 81° 02' 42" East, 59.83 feet to a point of reverse curvature;
- with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord bearing and distance of North 59° 14' 12" East, 28.28 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 right;



Exhibit "A"  
Pg 5 of 5

12.314 ACRES  
-Page 2-

with the arc of said curve, having a central angle of  $86^{\circ} 59' 22''$ , a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of North  $57^{\circ} 43' 53''$  East, 27.53 feet to a point of curvature to the right;

with the arc of said curve, having a central angle of  $04^{\circ} 31' 12''$ , a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of South  $81^{\circ} 02' 03''$  East, 78.87 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of  $95^{\circ} 55' 14''$ , a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of South  $35^{\circ} 20' 02''$  East, 49.02 feet to a point of tangency;

South  $12^{\circ} 37' 35''$  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  $08^{\circ} 57' 10''$ , a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of South  $08^{\circ} 09' 00''$  West, 48.08 feet to a point of tangency;

South  $03^{\circ} 40' 25''$  West, a distance of 240.00 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of  $90^{\circ} 00' 00''$ , a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of South  $48^{\circ} 40' 25''$  West, 46.67 feet to a point; and

South  $03^{\circ} 40' 25''$  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.

FRANKLIN TO REEF

Es. 1041056

Easement & Right of Way

M/T HINES OF CENTRAL OHIO, LLC., an Ohio limited liability company consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Morrison Rd., Gahanna, OH 43230-6642, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in the Village of New Albany (Original Plain No. ) Franklin County, Ohio, and being part of Section No(s). 3 Township No(s). 2 and Range No(s). 16 Survey U.S.M.L. in Deed/Official Record Volume(s) Issued #200404090074256 Page(s) transfer date 4-5-04 of the Franklin County Recorder's Office:

Containing 15.154 acres of Real Estate, more or less. P. P. #ZZ-003247 The above said described acreage is now proposed, and to be a subdivision to be known as, "NEW ALBANY COUNTRY CLUB SECTION 20 - PART 1, a subdivision containing lots 1 through 35, both inclusive and Reserve "A"

See the Addendum to Easement & Right of Way with Drawing Number 114556 and Exhibit "A" which are attached hereto and made a part hereof. The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights for: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, 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 otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere 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 lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric 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 to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection services before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (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, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 18th day of June, 2004 Grantor(s)

M/T HINES OF CENTRAL OHIO, LLC., an Ohio Limited Liability company

200411230269248  
Pgs: 5 \$52.00 T20040100695  
11/23/2004 3:28PM NEPRP  
Robert G. Montgomery  
Franklin County Recorder

CONVEYANCE TAX EXEMPT  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

TRANSFERRED NOT NECESSARY  
NOV 19 2004  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

Print Name: Stephen M. Caplinger  
Title: Vice President, Land Operation

CALL BEFORE YOU DIG !!!

STATE OF OHIO, COUNTY OF FRANKLIN ss:  
The foregoing instrument was acknowledged before me this 18th day of May June 2004  
by Stephena M. Carlinger  
[Name], V.P., Land Operation [Title of officer], of M/I HOMES OF CENTRAL OHIO, LLC  
[Corporation Name], a n Ohio LLC [State of Incorporation] corporation on behalf of the corporators LLC.

*Stephena M. Carlinger*  
Notary Public  
Commission Expires \_\_\_\_\_

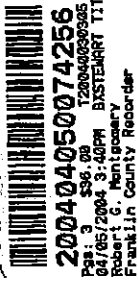
STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ [Name of partner or agent], \_\_\_\_\_ [Title of partner or agent], on behalf of \_\_\_\_\_  
[Partnership Name], a partnership.

VICKI H. LARMEE  
NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES AUGUST 23, 2004

Notary Public  
Commission Expires \_\_\_\_\_

\_\_\_\_\_  
For use by Recorder's Office and Auditor's Office.

Eas. No. OH  
Dwg. No. 114556 and Exhibit "A" Address New Albany Country Club Section 20, Part 1  
W. O. No. WOODRIDGE WAY New Albany, Ohio  
Easement prepared by Columbus Southern Power Company



GENERAL WARRANTY DEED

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 MI 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 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".

Split out of Parcel Numbers: 222-002952; 222-002947; 222-000388; 222-000554; 222-000909; 222-000871; 222-000578; 222-000569; 222-000555; 222-000365; and 222-000556.

Prior Instrument References: Official Record 12773C08; Official Record 12773F17; Official Record 13015J15; Official Record 14554B14; Official Record 14626F01; Official Record 16448H17; Official Record 20542A01; Official Instrument 199707110045402; Official Record 333871117; and Official Instrument 199707110045400 of the Deed Records of 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 1, 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 16599C04, 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.

CONVEYANCE TAX TRANSFERRED

\$ 4376.00  
APR 5 2004  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY AUDITOR  
FRANKLIN COUNTY AUDITOR

220031036  
JP 75

Stewart Title Agency  
of Columbus Box

The Grantor has caused this instrument to be executed by its duly authorized officer this  
24th day of March, 2004.

**GRANTOR:**

THE NEW ALBANY COMPANY LLC,  
a Delaware limited liability company

By: Brent Bradbury  
Brent Bradbury, Chief Financial Officer

STATE OF OHIO  
COUNTY OF FRANKLIN, ss:

**BE IT REMEMBERED**, That on this 24th day of March, 2004, 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 on the day and year last aforesaid.

Lisa J. Dinger  
Notary Public



LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 26, 2005

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"

ADDRESSES AND PARCEL NUMBERS

LOT NO.	ADDRESS	PARCEL NO.
1	7385 Southfield Road, New Albany, Ohio 43054	222-003220
2	4091 Westbury, New Albany, Ohio 43054	222-003221
3	4081 Westbury, New Albany, Ohio 43054	222-003222
4	4071 Westbury, New Albany, Ohio 43054	222-003223
5	4061 Westbury, New Albany, Ohio 43054	222-003224
6	4051 Westbury, New Albany, Ohio 43054	222-003225
7	4041 Westbury, New Albany, Ohio 43054	222-003226
8	4031 Westbury, New Albany, Ohio 43054	222-003227
9	4021 Westbury, New Albany, Ohio 43054	222-003228
10	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	4005 Holkham, New Albany, Ohio 43054	222-003232
14	4015 Holkham, New Albany, Ohio 43054	222-003233
15	4025 Holkham, New Albany, Ohio 43054	222-003234
16	4035 Holkham, New Albany, Ohio 43054	222-003235
17	4045 Holkham, New Albany, Ohio 43054	222-003236
18	4055 Holkham, New Albany, Ohio 43054	222-003237
19	4065 Holkham, New Albany, Ohio 43054	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	7345 Southfield Road, New Albany, Ohio 43054	222-003244
26	7355 Southfield Road, New Albany, Ohio 43054	222-003245
27	7365 Southfield Road, New Albany, Ohio 43054	222-003246
28	7375 Southfield Road, New Albany, Ohio 43054	222-003247
29	4090 Holkham, New Albany, Ohio 43054	222-003248
30	4080 Holkham, New Albany, Ohio 43054	222-003249
31	4070 Holkham, New Albany, Ohio 43054	222-003250
32	4060 Holkham, New Albany, Ohio 43054	222-003251
33	4050 Holkham, New Albany, Ohio 43054	222-003252
34	4040 Holkham, New Albany, Ohio 43054	222-003253
35	4030 Holkham, New Albany, Ohio 43054	222-003254
Reserve "B"	0.363 acre private alley	222-003256
Reserve "C"	0.462 acre private alley	222-003257



VOL. 3329 PAGE 165  
**EASEMENT** 10770



24121

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):  
Catherine Louise Trapp, Unmarried

do. et al. hereby grant unto COLUMBIUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmitting and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stabs, quadrants, monoholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property situated in R. 16, T. 2, Sec. 16, Township of Plain, Franklin County, Ohio, and known as 4.36 acres, more or less, as the same is more particularly described in the deed dated 18 August, 1964, from Herman E. and Anna E. Trapp to Catherine Louise Trapp.

Recorded in the office of the Recorder of Deeds in Franklin County, Ohio, APR 30 1973, Page 337, Record of Deeds in R. 16, T. 2, Sec. 16, Township of Plain, Franklin County, Ohio, and known as 4.36 acres, more or less, as the same is more particularly described in the deed dated 18 August, 1964, from Herman E. and Anna E. Trapp to Catherine Louise Trapp.

Recorded in the office of the Recorder of Deeds in Franklin County, Ohio, APR 30 1973, Page 337, Record of Deeds in R. 16, T. 2, Sec. 16, Township of Plain, Franklin County, Ohio, and known as 4.36 acres, more or less, as the same is more particularly described in the deed dated 18 August, 1964, from Herman E. and Anna E. Trapp to Catherine Louise Trapp.

Said lines shall be constructed within the boundaries of a five (5)-foot strip of land, the center line described as follows: Beginning at the intersections of the center lines of Johnston Road and Thompson Road; thence crossing the above described property in a northwesterly direction for a distance of 164 feet and terminating at a point 141 feet West from the center line of Johnston Road and 145.8 feet North from the center line of Thompson Road.

TRANSFER  
NOT NECESSARY  
APR 30 1973  
ARCH J. WARRE

TRANSFER TAX  
EXEMPT  
By J. Schaefer

In the case of underground services, the Company is hereby granted the right to install the necessary service facilities, which shall remain the property of the Company, from the distribution poles, wires, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

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 hereafter exist.

Said easement includes the right to trim any trees or shrubbery which may hereafter interfere with the construction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantor's full enjoyment of the rights hereby granted.

WITNESS my hand this 19th day of April, 1973.

Signed and acknowledged in the presence of:  
Anna E. Trapp  
Catherine Louise Trapp  
Harold Stanley

APPROVED AS WITNESS  
P. S. P. & A.  
BY [Signature]

STATE OF OHIO, Franklin County, SS:  
Before me, a Notary Public in and for said county and state, personally appeared the above named Catherine Louise Trapp

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of April, 1973.

HAROLD STANLEY  
Notary Public  
Franklin County, Ohio  
Commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_



539-223 (R 4-64)  
**EASEMENT**  
 VOL 3446 PAGE 679

413

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s)

Edwin L. Chambers and Joyce L. Chambers, His wife  
 do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, leasees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether poles or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conductors, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, open, across, in, over and/or under the property and/or the highway, crossing the property situated in Franklin County, Ohio, and known as Lot 20 of the 1911 Survey

in the 1911 Survey, County of Franklin and State of Ohio, and known as Lot 20 of the 1911 Survey, more or less, as the same is more particularly described in the deed dated 11-14-12 from James A. Schaefer to Edwin L. Chambers and recorded in Deed Book 3440 Page 449, Rec'd of Deeds in Recorder's office, Franklin County, Ohio, 1/10/65 at 10:05 o'clock A.M.

Recorded JAN 10 1975 in Franklin County  
 JAMES A. SCHAEFER, Recorder

Said lines shall be constructed approximately a width of five (5) foot strip of land situated north from and adjacent to the south property line and to extend from the centerline of Johnstown Road in a westerly direction for a distance of 200 feet and there terminate.

TRANSFER NOT NECESSARY  
 JAN 8 1974  
 ARCH J. WARREN  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

TRANSFER TAX EXEMPT  
 By ARCH J. WARREN  
 FRANKLIN COUNTY, AUDITOR

In the case of any Franklin County, Ohio easement, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

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 hereafter exist.

Said easement includes the right to trim any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied as to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is especially provided, however, that the facilities of said line shall not be so placed as to interfere with the undesignated ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantor's full enjoyment of the rights hereby granted.

WITNESS my hand and seal this 24th day of December, 19 74.

Signed and acknowledged in the presence of:

Edwin L. Chambers  
 Edwin L. Chambers  
Joyce L. Chambers  
 Joyce L. Chambers  
 State of Ohio County, Franklin

Before me, a Notary Public in and for said county and state, personally appeared the above named Edwin L. Chambers and Joyce L. Chambers who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of December, 19 74.

EDWIN L. CHAMBERS  
 Notary Public - Franklin, Adams, Licking, Madison, Ross, Putnam and Pickaway Counties, Ohio  
 My Commission Expires October 21, 1974

Commission expires                      day of                     , 19                       
 74-6310-001 ELG



This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, STATE



534460371

26020

5393 Johnstown Road

14235116

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Dwight K. Vance and Sherry Vance, husband and wife, Grantors, for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, do 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 water utility lines and appurtenances (the "improvement") thereto:

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

116496

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

Grantors hereby release and discharge the Grantee, City of Columbus, Ohio, from any further claims for Ohio Constitution, Article I, Section 19 just compensation resulting from this grant or the construction of the "improvement". 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 "improvement". 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 defenses.

The Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s) 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 perpetual easement rights granted herein shall not be construed to interfere 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 permanent building, structure, facility or improvement, excepting paved access 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 subject "improvement" or access thereto. Should Grantors make permanent or temporary improvements in or upon the subject perpetual easement area(s), excepting paved access roads and/or parking areas, then Grantors shall 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 Grantors' improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantors hereby covenant with Grantee that they are the true and lawful owners of the above described real property and are lawfully seized of the same in fee simple, and have good right and full power to grant this Deed of Easement.

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

CITY ATTORNEY'S OFFICE  
REAL ESTATE DIVISION  
109 N. FRONT STREET  
COLUMBUS, OHIO 43215

MAIL

TIME 12:10 P  
RECORDED FRANKLIN CO. OHIO

OCT 26 1989

JOSEPH W. TITUS, REC'D FOR  
RECORDEE FEE \$ 12.00

RECORDED  
NECESSARY  
OCT 26 1989  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

14235117

IN WITNESS WHEREOF, the Grantors, Dwight K. Vance and Sherry Vance, have caused this Deed of Easement to be subscribed this 30<sup>th</sup> day of August, 1989.

Signed In The Presence Of:

Charles A. Pieplow  
Richard A. Pieplow  
Charles A. Pieplow  
Richard A. Pieplow

Dwight K. Vance  
Dwight K. Vance, husband  
Sherry Vance  
Sherry Vance, wife

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 30<sup>th</sup> day of August, 1989, before me, a Notary Public in and for said jurisdiction, personally came the above named Dwight K. Vance and Sherry Vance, husband and wife, Grantors in the foregoing instrument, and acknowledged the signing of same to be a free and voluntary act and deed for the uses and purposes therein mentioned.

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

(seal)

Edmond W. Seitz  
Notary Public

This instrument prepared by:  
CITY OF COLUMBUS, DEPARTMENT OF LAW  
By: Richard A. Pieplow  
Real Estate Attorney  
Real Estate Division

EDMOND W. SEITZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: JAN. 7, 1992

Project: SR 161 & Harlem Road 16" Water Main



d/06 Deed of Easement (sewer/water)  
Rvsd 3-10-89

PARCEL 732-17

EXHIBIT A A *cc*

16255118

*Dug*  
*10/24/88*

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

Being a part of the Third Quarter of Township 2, North, Range 16, West, United States Military Lands and being a part of a 5.00 acre tract of land conveyed to Dwight K. Vance and Sherry 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 point being in the northeast corner of said Vance 5.00 acre tract; thence, North  $88^{\circ} 36' 53''$  West along the north line of said Vance tract a distance of 20.04 feet to a 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;

thence, South  $2^{\circ} 22' 53''$  East along the said westerly right-of-way line a distance of 232.57 feet to a point on the south line of said Vance tract;

thence, North  $88^{\circ} 36' 53''$  West along the south line of said Vance tract a distance of 15.03 feet to a point;

thence, North  $2^{\circ} 22' 53''$  West parallel with the said westerly right-of-way line a distance of 232.57 feet to a point on the north line of said Vance tract;

thence, South  $88^{\circ} 36' 53''$  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 0.08 acre, more or less.

14837104

024529

THE OHIO BELL TELEPHONE COMPANY  
Easement

*American Easement Box*

In consideration of ONE AND NO/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, WE hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which

WE TOWNSHIP of PLAIN have an interest situated in the State of Ohio, known as being PART OF A TRACT OF LAND SITUATED IN SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS AND BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED NOVEMBER 21, 1974 TO EDGAR L. FAIRCHILD AND PEARL V. FAIRCHILD.

and being the same premises of record in Deed Book 3440 Page 887 of FRANKLIN 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 A" and made a part hereof.

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 'A' the following:

11-25A  
REC'D BY FRANKLIN CO. OHIO

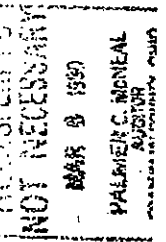
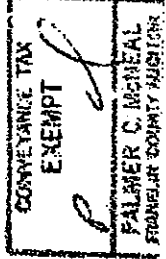
MAR - 11 1990

JOSEPH W. JERBA, RECORDER  
RECORDED FEB 8 1990

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.

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 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 such use does not interfere with the Company's use of said easement.



*Release returned to return*

IN WITNESS WHEREOF, WE have hereunto set our hands(s) this 3 day of MARCH, 1990.

Signed and Acknowledged in the Presence of:

x Robert Baum  
WITNESS

x Edgar L. Fairchild  
GRANTOR EDGAR L. FAIRCHILD

x Jan Marie  
WITNESS

x Pearl V. Fairchild  
GRANTOR PEARL V. FAIRCHILD

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO )  
COUNTY OF FRANKLIN )  
) SS

Personally came before me this 3 day of MARCH, 1990, and

to me known to be the Edgar L. Fairchild and Pearl V. Fairchild 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 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 Franklin County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF OHIO )  
COUNTY OF FRANKLIN )  
) SS

Before me, a Notary Public in and for said County, personally appeared Edgar L. Fairchild and Pearl V. Fairchild who acknowledged that they did sign the foregoing instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this 3 day of MARCH, 1990

Robert D. Baum  
Notary Public in and for Franklin County, Ohio  
My Commission Expires 2/25/92

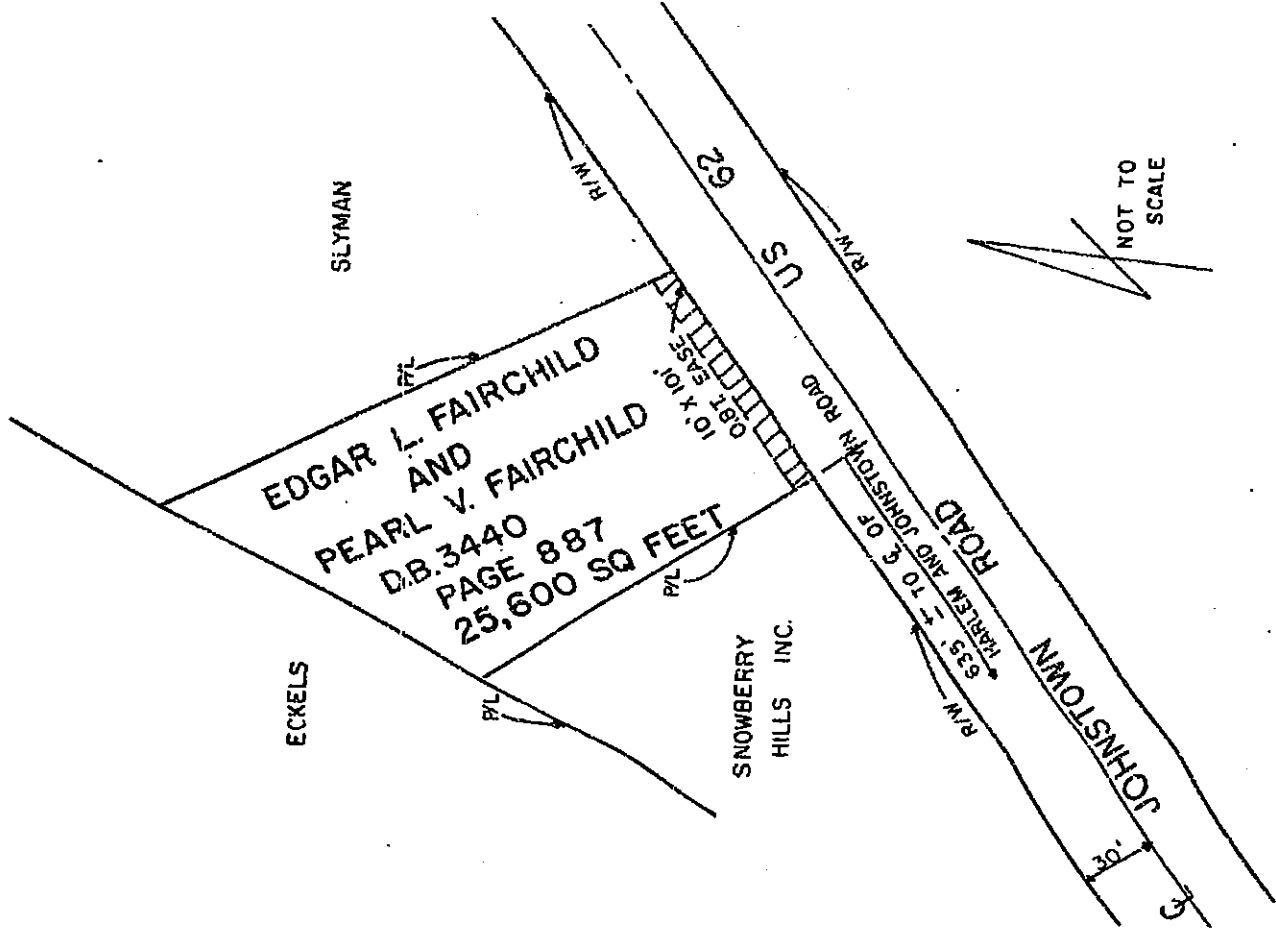
FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
PEARL V. FAIRCHILD AND  
EDGAR L. FAIRCHILD  
Date \_\_\_\_\_  
Engineering District \_\_\_\_\_  
Recording Firm Agent \_\_\_\_\_  
CORPORATION REC 217-D  
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD  
Received for record \_\_\_\_\_ 19\_\_\_\_  
O'clock \_\_\_\_\_  
AM \_\_\_\_\_  
PM \_\_\_\_\_  
Recorded \_\_\_\_\_ 19\_\_\_\_  
Page \_\_\_\_\_  
County \_\_\_\_\_  
Recorder \_\_\_\_\_

14837105

THIS INSTRUMENT WAS PREPARED BY OHIO BELL TELEPHONE CO. 3-5-90-193

EXHIBIT A f4837106



TO EASEMENT DATED: MAY 3<sup>RD</sup> 1970  
 FROM: EDGAR L. FAIRCHILD AND PEARL V. FAIRCHILD  
 TO: THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS  
 DEED BOOK 3440 PAGE 887  
 ON: NOVEMBER 21, 1974

SITUATED IN THE FRANKLIN TOWNSHIP OF PLAIN  
 COUNTY OF FRANKLIN  
 STATE OF OHIO

PREPARED BY AMERICAN EASEMENT CORPORATION  
 DRAWN BY: C.H. A.E.C.# 217D ORDER NO. 15577-89

14837107

122530

THE OHIO BELL TELEPHONE COMPANY  
Easement

In consideration of ONE AND NO/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, WE hereby grant unto **THE OHIO BELL TELEPHONE COMPANY**, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which

WE own or in which WE have an interest situated in the TOWNSHIP of PLAIN County of FRANKLIN State of Ohio, known as being PART OF A TRACT OF LAND SITUATED IN

SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS,  
CONTAINING 0.652 ACRES MORE OR LESS, AND BEING MORE FULLY DESCRIBED  
IN A WARRANTY DEED DATED OCTOBER 29, 1976 TO

WAYNE R. SLYMAN AND JOANNE H. SLYMAN

and being the same premises of record in Deed Book 3549 Page 250 of FRANKLIN 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 A" and made a part hereof.

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 this strip of land shown in Exhibit 'A' the following:

11-25A  
RETURNED FRANKLIN CO. OHIO

MAR - 1-1990

JOSEPH B. TESTA, REGISTERED  
REGISTERED PROFESSIONAL SURVEYOR  
100/100

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.

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 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 such use does not interfere with the Company's use of said strip.

NOT NECESSARY  
TRANSFERRED  
MAR 6 1990  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

American Easement Co



IN WITNESS WHEREOF, WE have hereunto set OUR hands(s) this  
3 day of MARCH, 1990

Signed and Acknowledged  
in the Presence of:

x Robert Baum  
WITNESS

x Wayne R. Slyman  
GRANTOR WAYNE R. SLYMAN  
(HUSBAND)

x Joanne M. Slyman  
WITNESS

x GRANTOR JOANNE M. SLYMAN  
Joanne M. Slyman (wife)

THIS INSTRUMENT  
WAS PREPARED BY  
OHIO BELL TELEPHONE CO. 3-5-80 59

(This acknowledgment is to be executed if the Grantor is a corporation/partnership.)

STATE OF )  
          ) SS  
COUNTY OF )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, and  
to me known to be the \_\_\_\_\_ 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 to do, and further did severally  
depose and say that they are such officers of said corporation and that the seal affix-  
ed 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  
tenants/tenants in common.)

STATE OF OHIO )  
                  ) SS  
COUNTY OF FRANKLIN )

Before me, a Notary Public in and for said County, personally appeared  
WAYNE R. SLYMAN and JOANNE M. SLYMAN  
who acknowledged that They did sign the foregoing  
instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official  
seal this \_\_\_ day of MARCH, 1990  
Robert D. Baum  
Notary Public in and for  
FRANKLIN County, Ohio

JOBERT D. BAUM  
Public, State of Ohio  
My Commission Expires 2/25/92

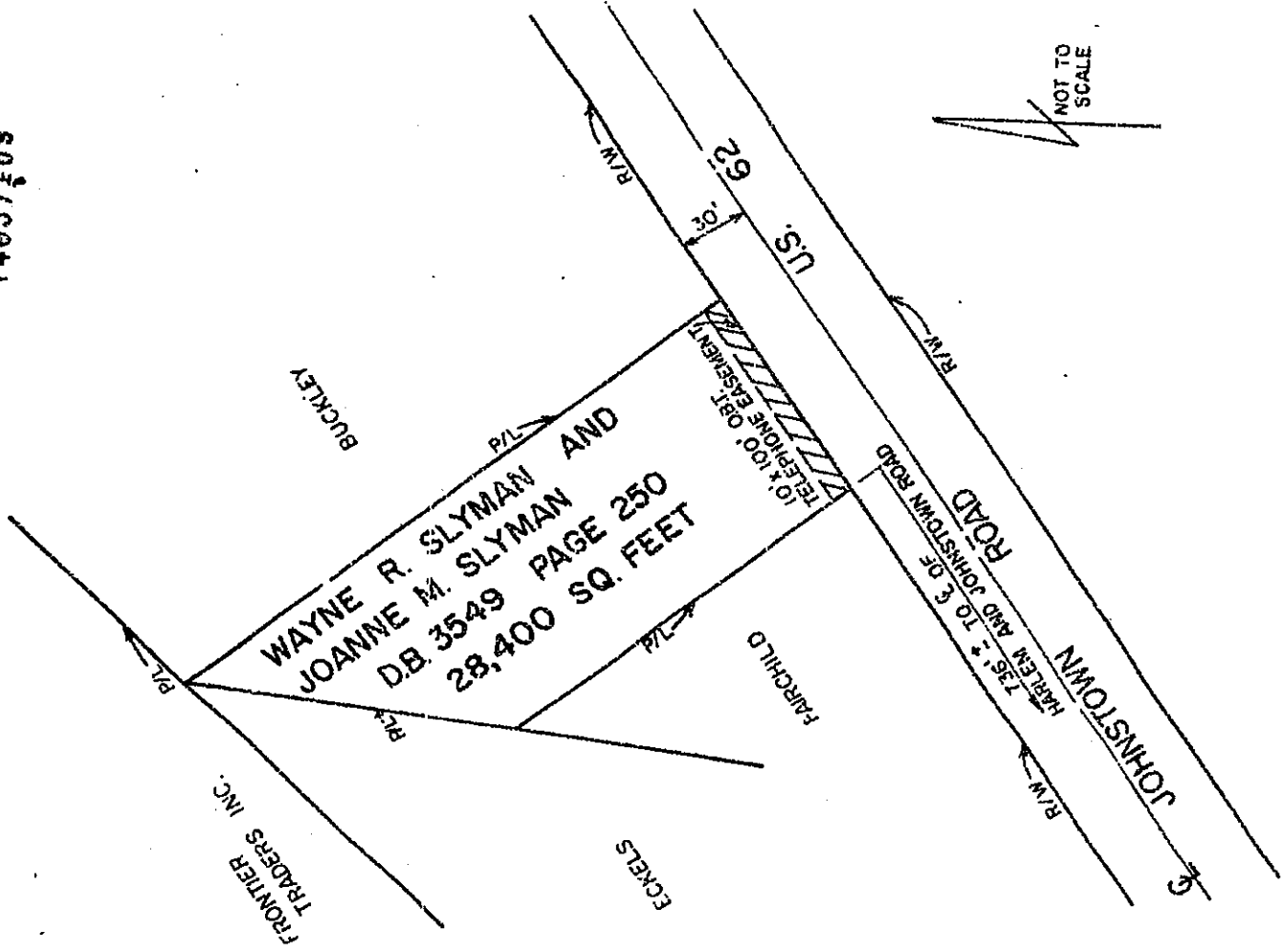
WAYNE R. SLYMAN AND JOANNE M. SLYMAN

FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
Date \_\_\_\_\_  
Engineering District \_\_\_\_\_  
Recording RW Agent AMERICAN EASEMENT  
CORPORATION AEC 217-D  
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD  
Received for record \_\_\_\_\_ 19\_\_\_  
At \_\_\_\_\_ O'clock \_\_\_\_\_ 19\_\_\_  
Recorded \_\_\_\_\_ 19\_\_\_  
Page \_\_\_\_\_  
County Recorder \_\_\_\_\_

14837108

EXHIBIT A 14837108



TO EASEMENT DATED: MARCH 3<sup>rd</sup> 1990  
 FROM: WAYNE R. SLYMAN AND JOANNE M. SLYMAN  
 TO: THE OHIO BELL TELEPHONE COMPANY  
 AS RECORDED IN FRANKLIN COUNTY RECORDS  
 DEED BOOK 3549 PAGE 250  
 ON: OCTOBER 29, 1976  
 SITUATED IN THE: TOWNSHIP OF PLAIN  
 COUNTY OF: FRANKLIN  
 STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION  
 15577.00

15862 J02

1071 JU

TIME 1115 A.M.  
RECORDED FRANKLIN CO., OHIO

THE OHIO BELL TELEPHONE COMPANY SEP 26 1990  
Easement

JOSEPH W. TESTA, RECORDER  
RECORDER'S FEE \$ 12.00

In consideration of ONE & NO/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, THE NEW ALBANY COMPANY hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which GRANTOR or in which GRANTOR TOWNSHIP owns or in which GRANTOR TOWNSHIP owns has an interest situated in the State of Ohio, known as being PLAIN County of FRANKLIN

PART OF A TRACT OF LAND CONTAINING 0.637 ACRES MORE OR LESS SITUATED IN SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS AND BEING MORE FULLY DESCRIBED IN A GENERAL WARRANTY DEED DATED DECEMBER 29, 1989 TO THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

and being the same premises of record in official record 14554 Page 814 of FRANKLIN 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 "A" and made a part hereof.

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 'A' the following:

Every Foot Shall Be MAX B. RESERVE  
BEH AND LANDS ACROSS HIGHWAY TO BE SHOWN

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.

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 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 such use does not interfere with the Company's use of said easement.

AMERICAN RIGHT OF WAY BOX

TRANSFERRED  
NOT NECESSARY  
SEP 26 1990  
PALMER C. MCNEAL  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
FRANKLIN COUNTY, OHIO

PARTNERSHIP  
FILED 1990 SEP 26 10 39 AM  
FRANKLIN COUNTY, OHIO

IN WITNESS WHEREOF, I have hereunto set my hand(s) this  
21<sup>st</sup> day of SEPTEMBER, 1978  
 Signed and Acknowledged  
 in the Presence of:

By: Rocky Fort Development Corporation  
 Partner  
 By: William R. Westbrook  
 Partner  
 \* Grantor  
 \* Grantor

Witness  
Steven J. Morris  
 Witness

15862208

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)  
 STATE OF OHIO )  
 ) 1978  
 COUNTY OF FRANKLIN

Personally came before me this 21<sup>st</sup> day of September, 1980, William R. Westbrook to be the Vice President of Rocky Fort Development Corporation, Partner of Grantor, and by me duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

STEVEN J. MORRIS  
 Notary Public in and for  
FRANKLIN County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/in common.)

STATE OF \_\_\_\_\_ )  
 ) 1980  
 COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that \_\_\_\_\_ did sign the foregoing instruments and that the same is \_\_\_\_\_ true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Ohio

THIS INSTRUMENT  
 WAS PREPARED BY  
 OHIO BELL TELEPHONE CO.  
 4-23-80

THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

FOR OHIO BELL TELEPHONE COMPANY USE ONLY

Date 15972-89 Order No. AMERICAN EASEMENT  
 Recording Firm Agent  
 Engineering District  
 CORPORATION A.E.C. 217-D

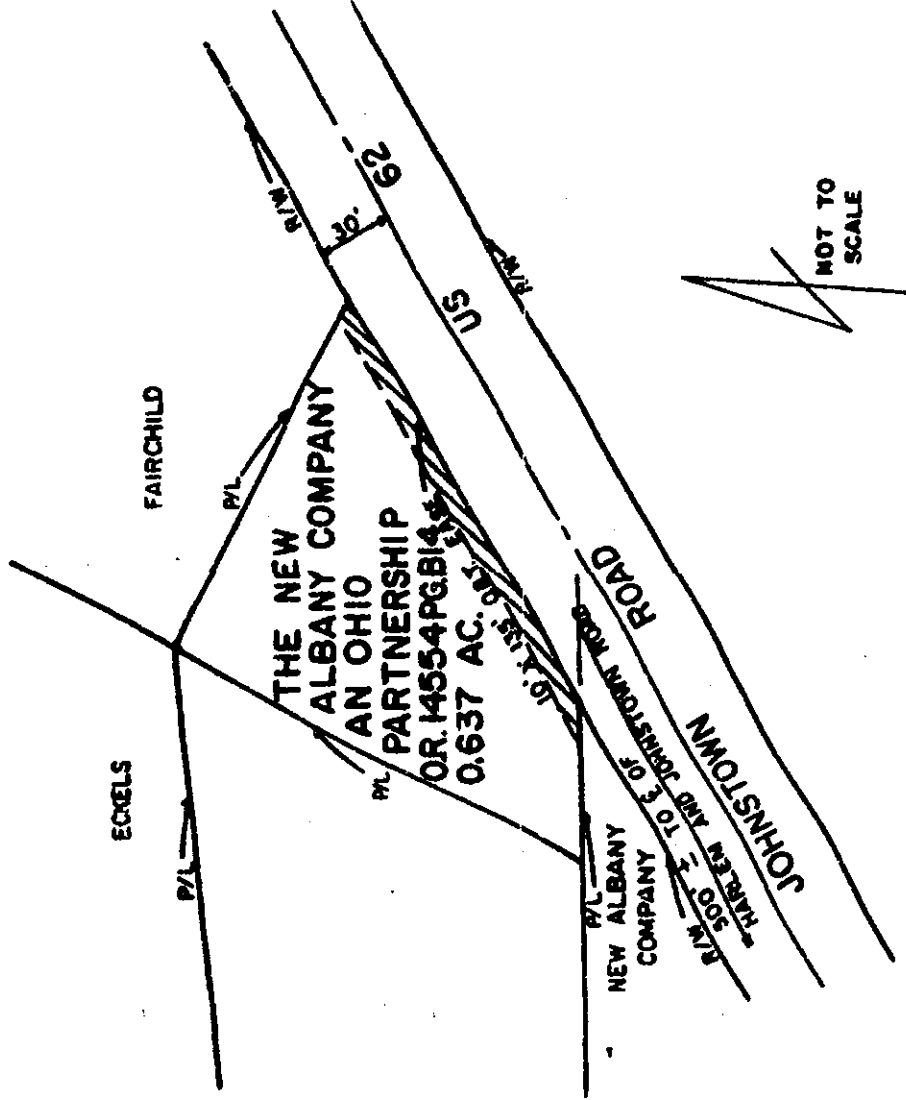
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

Received for record \_\_\_\_\_  
 At \_\_\_\_\_ O'clock \_\_\_\_\_  
 Recorded \_\_\_\_\_  
 Page \_\_\_\_\_

COUNTY RECORDER'S RECORD

15862J04

EXHIBIT A



TO EASEMENT DATED DECEMBER 27, 1910  
FROM THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

TO THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS  
OFFICIAL RECORD 14554 PAGE B-14  
ON DECEMBER 29, 1989

SITUATED IN THE                      TOWNSHIP OF PLAIN  
COUNTY OF FRANKLIN  
STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION  
DRAWN BY: C.H. AEC 212 ORDER NO. 15577-89

15862 J 08

TIME 1115 AM

REC'D FRANKLIN CO OHIO

107453

THE OHIO BELL TELEPHONE COMPANY

SEP 26 1980

Easement

JOSEPH W. TESTA RECORDER

RECORDER'S FEE \$

12.00

In consideration of ONE & NO/100 Dollars (\$ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which

TOWNSHIP 2, R. 16, S. 16 or in which GRANTOR HAS an interest situated in the State of Ohio, known as being of FRANKLIN County of FRANKLIN

PART OF A TRACT OF LAND CONTAINING 5.292 ACRES MORE OR LESS SITUATED IN SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS AND BEING MORE FULLY DESCRIBED IN A GENERAL WARRANTY DEED DATED DECEMBER 29, 1969 TO THE OHIO BELL TELEPHONE COMPANY (AN OHIO PARTNERSHIP)

and being the same premises of record in OFFICIAL RECORD 14554 Page B-14 of FRANKLIN 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 \_\_\_\_\_" and made a part hereof.

\_\_\_\_\_

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:

EVERY FIELD WALK WAY BE MADE TO REMAIN  
TREES REMAIN THE PROPERTY

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.

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 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 such use does not interfere with the Company's use of said easement.

TRANSFERRED  
NOT NECESSARY  
SEP 26 1980  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO  
#670

CONVEYANCE TAX  
EXEMPT  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

PARTNERSHIP  
FILING DATE 12-9-85  
RECORDED VOL 16971 PAGE 119  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

AMERICAN RIGHT OF WAY BOX

IN WITNESS WHEREOF, I have hereunto set my hand(s) this 21<sup>st</sup> day of SEPTEMBER 1988

Signed and Acknowledged in the Presence of

THE NEW ALBANY COMPANY  
an Ohio Partnership  
By: ROCKY FORT DEVELOPMENT CORPORATION  
Partner

By: [Signature]  
GRANTOR Vice President

[Signature]  
WITNESS

[Signature]  
WITNESS

GRANTOR

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO )  
COUNTY OF FRANKLIN ) 88

Personally came before me this 21<sup>st</sup> day of SEPTEMBER 1988, William R. Westbrock to me known to be the Vice President of Rocky Fort Development Corporation, Partner of Grantor, and by me duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer, being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

[Signature]  
STEVEN J. MORRIS  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES JAN. 31, 1994 FRANKLIN County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenements in common.)

STATE OF )  
COUNTY OF ) 88

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that \_\_\_\_\_ did sign the foregoing instruments and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Ohio

15862109

THIS INSTRUMENT WAS PREPARED BY OHIO BELL TELEPHONE CO.

FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
Date \_\_\_\_\_  
Engineering District \_\_\_\_\_  
Recording F/W Agent \_\_\_\_\_  
CORPORATION A.E.C. 217-D  
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORDS  
Filed for record \_\_\_\_\_  
At \_\_\_\_\_ O'clock \_\_\_\_\_  
Recorded \_\_\_\_\_  
Page \_\_\_\_\_

AMERICAN BICENTENNIAL

15862J10

EXHIBIT A

HARLEM ROAD  
(40' R/W)

DWIGHT K. AND SHERRY VANCE

THE NEW ALBANY COMPANY  
AN OHIO PARTNERSHIP  
O.R. 14554 PAGE B14  
3.292 AC.

20' X 210'S  
OBT. EASE

R/W THOMPSON ROAD (60' R/W)

JAMES M. RYAN

NOT  
TO  
SCALE

TO EASEMENT DATED September 21st 1910  
 FROM THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)  
 TO THE OHIO BELL TELEPHONE COMPANY  
 AS RECORDED IN FRANKLIN COUNTY RECORDS  
 OFFICIAL RECORD 14554 PAGE 1314  
 ON DECEMBER 29, 1988  
 SITUATED IN THE PLAIN TOWNSHIP OF FRANKLIN  
 COUNTY OF FRANKLIN  
 STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION  
 DRAWN BY: Jip REC-2010008R NO. 15617-22



IN WITNESS WHEREOF, I have hereunto set my hand(s) this  
21st day of February, 1982

Signed and Acknowledged  
in the Presence of:

[Signature]  
WITNESS

[Signature]  
WITNESS

THE NEW ALBANY COMPANY  
an Ohio Partnership  
ROCKY FORK, WESTBROOK CORPORATION  
Partner

BY [Signature]  
GRANTOR  
WILLIAM E. Westbrook  
Vice President

X GRANTOR

15862412

AMERICAN BROTHERHOOD OF MAA 801

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS

Personally came before me this 21st day of February, 1980, William E. Westbrook to me known to be the Vice President of Rocky Fork Development Corporation, Partner of Grantor, and by me duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer, being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

STEVEN J. MORRIS  
NOTARY PUBLIC STATE OF OHIO  
BY COMMISSION EXPIRES APR. 21, 1984  
[Signature]  
FRANKLIN County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants in common.)

STATE OF )  
COUNTY OF ) SS

Before me, a Notary Public in and for said County, personally appeared who acknowledged that \_\_\_\_\_ and \_\_\_\_\_ did sign the foregoing instruments and that the same is \_\_\_\_\_ free & 1 and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name as official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Ohio

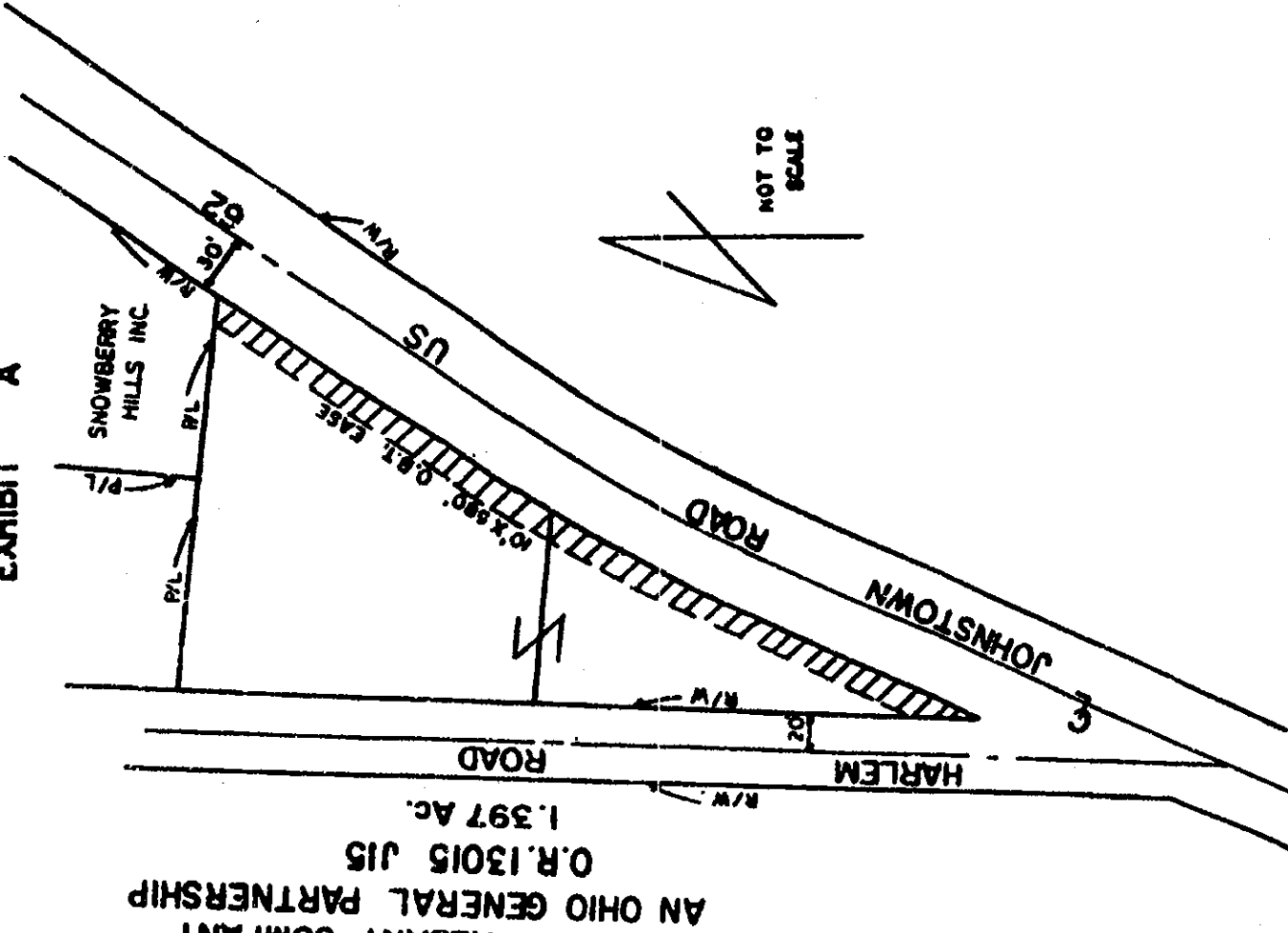
THIS INSTRUMENT  
WAS TRANSMITTED BY  
OHIO BELL TELEPHONE CO.

NEW ALBANY COMPANY AN OHIO  
GENERAL PARTNERSHIP  
FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
Order No. 15977-89  
Engineering District \_\_\_\_\_  
Recording F/W Agent AMERICAN EASEMENT  
CORPORATION REC 217-D  
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD  
Filed for record \_\_\_\_\_  
At \_\_\_\_\_ O'clock \_\_\_\_\_  
Recorded \_\_\_\_\_  
Dead Book \_\_\_\_\_  
Page \_\_\_\_\_  
County \_\_\_\_\_  
Recorder \_\_\_\_\_

EXHIBIT A

15862J13



THE NEW ALBANY COMPANY  
 AN OHIO GENERAL PARTNERSHIP  
 O.R. 13015 J13  
 1.397 Ac.

TO EASEMENT DATED SEPTEMBER 21<sup>ST</sup> 1990  
 FROM THE NEW ALBANY COMPANY AN OHIO GENERAL PARTNERSHIP

TO: THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS

OFFICIAL RECORD 13015 PAGE J13

ON FEBRUARY 21, 1988

SITUATED IN THE TOWNSHIP OF PLAIN

COUNTY OF FRANKLIN

STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION  
 DRAWN BY: C.H. ACC. # 118 ORDER NO. 15577-89



*AEP, America's Energy Partner*

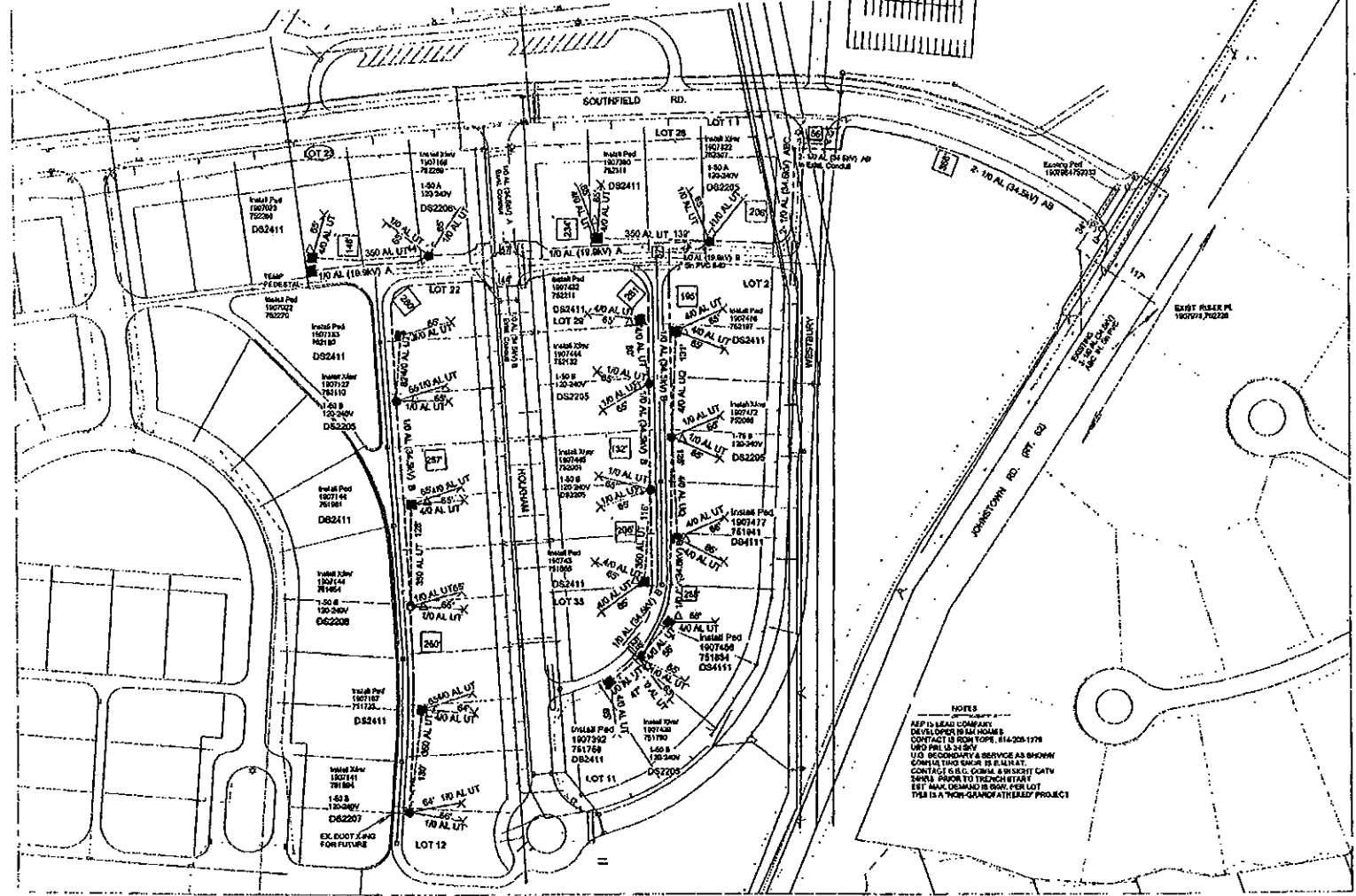
**Addendum to Easement & Right of Way**

Notwithstanding anything to the contrary stated in the attached Deed of Easement, the Easement is non-exclusive as to Grantee, and is conveyed by Grantor with general warranty covenants exclusive of such easements, conditions, restrictions and other matters of record.

The Easement shall be constructed and incorporated within the limits of those certain strips of 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 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.

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 written consent.

**CALL BEFORE YOU DIG !!!**



NOTES  
 SEE LEAD COMPANY  
 DEVELOPER TO LEAD HOUSE  
 CONTACT IN BOM YORK, 814-258-1778  
 WHO PR. IS. 2187  
 U/D BOUNDARY & SERVICE AS SHOWN  
 OWNER WHO OWNER IS ELIMINATE  
 CONTACT S.E.C. CORAL & RESIDENT CITY  
 SARRA PRIOR TO TRENCH START  
 SET REAL LOCATIONS FOR LOT  
 1758 IS A "NON-GRANDFATHERED" PROJECT

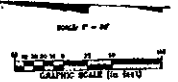
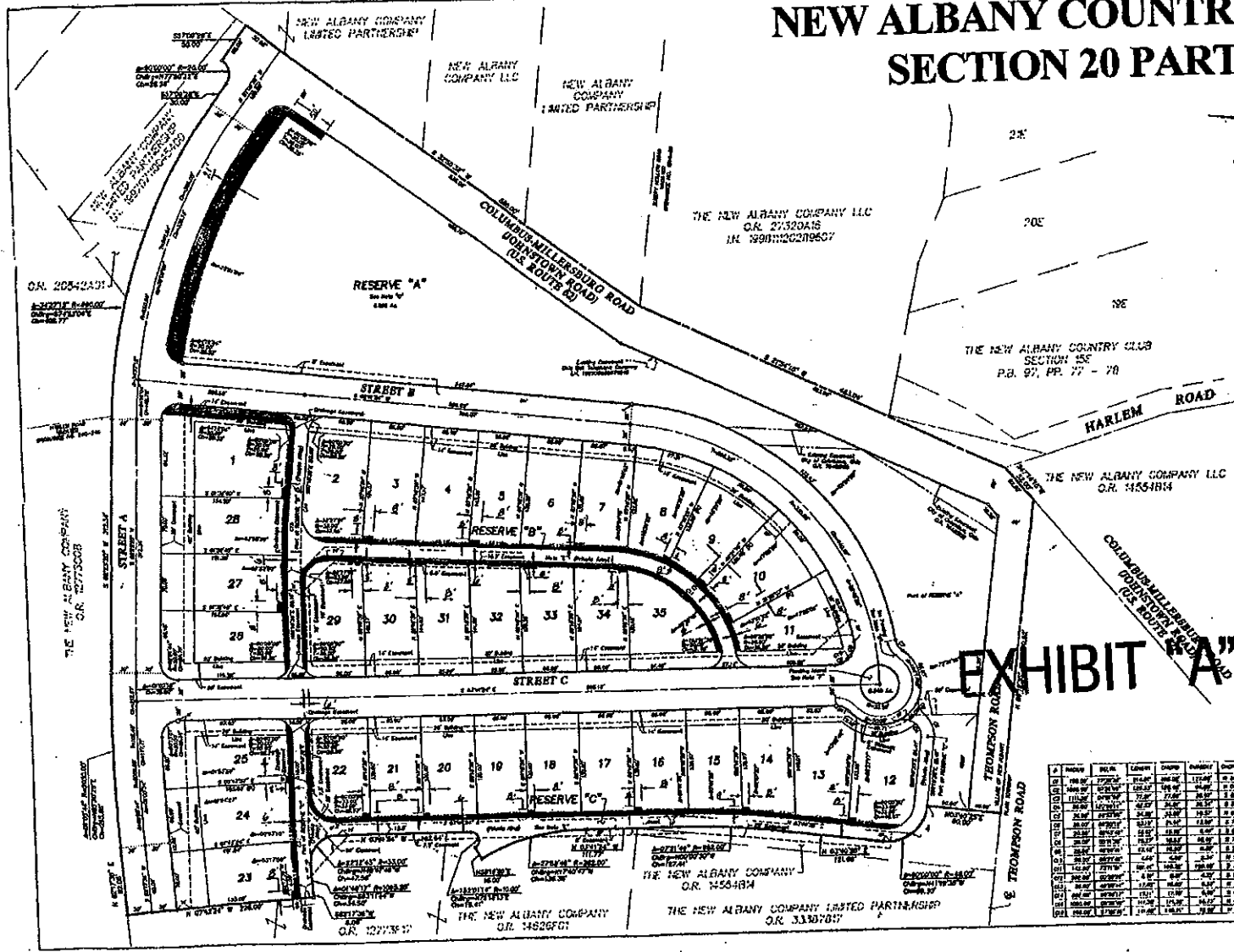
**An LD-Pro® Worksheet**

Client: NEW ALBANY COUNTRY CLUB sec. 23  
 Date Required: 01/20/2003  
 Scale: 1" = 60'

Project No.: 10256  
 Date: 01/20/2003  
 Project Name: 1758  
 Client: NEW ALBANY COUNTRY CLUB  
 Designer: A. G. FRODORE

Sheet No.: 1  
 Total Sheets: 1  
 Date: 01/20/2003  
 Scale: 1" = 60'  
 Page 1 of 1

# NEW ALBANY COUNTRY CLUB SECTION 20 PART 1



**NOTE 'A'** - No development has been made by the Village of New Albany, Ohio as to whether this area is zoned as a residential area. The developer is responsible to determine whether this area is zoned as a residential area. The Village of New Albany, Ohio, pursuant to the plan of The New Albany Country Club Section 20 Part 1, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

**NOTE 'B'** - All of the area shown on this plan which is shown as a reserved area is shown as a reserved area in the zoning map of the Village of New Albany, Ohio, and the Village of New Albany, Ohio, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

**NOTE 'C'** - The area shown on this plan which is shown as a reserved area is shown as a reserved area in the zoning map of the Village of New Albany, Ohio, and the Village of New Albany, Ohio, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

**NOTE 'D'** - The area shown on this plan which is shown as a reserved area is shown as a reserved area in the zoning map of the Village of New Albany, Ohio, and the Village of New Albany, Ohio, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

**NOTE 'E'** - The area shown on this plan which is shown as a reserved area is shown as a reserved area in the zoning map of the Village of New Albany, Ohio, and the Village of New Albany, Ohio, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

**NOTE 'F'** - The area shown on this plan which is shown as a reserved area is shown as a reserved area in the zoning map of the Village of New Albany, Ohio, and the Village of New Albany, Ohio, does not intend to exercise its authority under Section 1609.02 of the Ohio Revised Code to require the developer to obtain a zoning change for this area.

## EXHIBIT 'A'

NO.	AREA	AREA	AREA	AREA	AREA	AREA
1	25'	25'	25'	25'	25'	25'
2	25'	25'	25'	25'	25'	25'
3	25'	25'	25'	25'	25'	25'
4	25'	25'	25'	25'	25'	25'
5	25'	25'	25'	25'	25'	25'
6	25'	25'	25'	25'	25'	25'
7	25'	25'	25'	25'	25'	25'
8	25'	25'	25'	25'	25'	25'
9	25'	25'	25'	25'	25'	25'
10	25'	25'	25'	25'	25'	25'
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34	25'	25'	25'	25'	25'	25'
35	25'	25'	25'	25'	25'	25'

STATE OF OHIO  
COUNTY OF FRANKLIN, ss:

AFFIDAVIT ON FACTS RELATING TO TITLE  
(Sec. 5301.252, Ohio Revised Code)

200403230063262  
Page: 2 \$25.00 T200403230063262  
03/23/2004 2:53PM EXEMPT & T BOX  
Robert G. Montgomery  
Franklin County Recorder

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, he has knowledge of the facts set forth herein, as contemplated by Section 5301.252 of the Ohio Revised Code.

Affiant further state as follows:

1. Said plat of "New Albany Country Club Section 20 Part 1" contains Lots numbered 1 to 35, both inclusive and areas designated as Reserve "A", Reserve "B" and Reserve "C".
2. Said plat of "New Albany Country Club Section 20 Part 1" shows Note "D" and Note "E" as,

TRANSFERRED  
NOT NECESSARY

MAR 23 2004

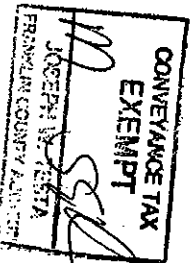
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

NOTE "D" - RESERVE "A": Reserve "A", as numbered and delineated hereon, shall be owned by the Village of New Albany, Ohio, and maintained by the New Albany Country Club Homeowners Association, Inc. Said association shall maintain said reserve areas for a period ending twenty (20) years after the date of 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 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 the time of recordation.

NOTE "E" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve "C" as designated and delineated hereon shall be owned and maintained by the New Albany Country Club Homeowner's 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.

3. The correct language should be,

NOTE "D" - RESERVE "A": Reserve "A", as designated and delineated hereon, shall be owned by the Village of New Albany, Ohio, and maintained by the New Albany Communities Master Association, Inc. Said association shall maintain said reserve areas for a period ending twenty (20) years after the date of 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 maintenance period, maintain said Reserve "A" at its cost and at its risk and shall



AFFIDAVIT ON FACTS RELATING TO TITLE  
New Albany Country Club Section 20 Part 1

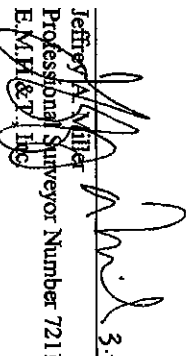
hold the Village of New Albany, Ohio, harmless from actions resulting from said maintenance. Reserve "A" is to be dedicated to the Village of New Albany, Ohio, at the time of recordation.

NOTE "E" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve "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 separate entity not included within 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 New 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.

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  
Professional Surveyor Number 7211  
E.M.H.&T, Inc.

Sworn to before me and subscribed in my presence by the above named Jeffrey A. Miller, Professional Surveyor of E.M.H.&T, Inc, this 22nd day of March, 2004.



  
James W. Parcell  
Notary Public, State of Ohio  
My Commission expires 1/26/05

This instrument  
Prepared by the affiant

**AMERITECH NON-EXCLUSIVE EASEMENT**

FRANKLIN COUNTY RECORDS  
DATE: 19970820 14:00  
PAGE: 3 OF 04  
FRANKLIN COUNTY RECORDER  
08/20/1997  
FORM 516.00  
1987082037453  
MSPROC

Undertaking No. 412109Z

Easement No. \_\_\_\_\_

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, "Grantees") an easement in, under, over, upon and across the Easement Area (described below), for 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, video and/or information services and/or any other services or uses for which such facilities may be 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 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 herein.

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 115, Recorder's Office, Franklin County, Ohio.

The Easement Area is legally described as: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

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 necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

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

(Signature)

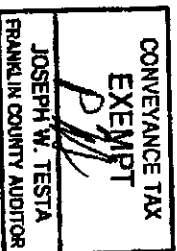


TRANSFERRED  
NOT NECESSARY

(Printed)

AUG 20 1997

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO





WITNESSES:

Maryjo A. Studley  
(Signature)

GEORGENE A. FEATHER  
(Printed)

Ramela S. Morris  
(Signature)

RAVELA S. MORRIS  
(Printed)

STATE OF OHIO  
COUNTY OF FRANKLIN

Personally appeared before me, a Notary Public, in and for said County and State, this 5th day of August, 1997, William W. Morris III who acknowledged the execution of the above easement.

Maryjo A. Studley  
Notary Public Signature

GEORGENE A. FEATHER  
Notary Public Printed

Resident of Franklin County  
My Commission expires 7-20-99



GEORGENE A. FEATHER  
Notary Public, State of Ohio  
My Commission Expires 7-20-99

Address of Grantee:  
Ameritech Telephone Company  
Flight of Way Department  
150 E. Gay Room 6C  
Columbus, OH 43215

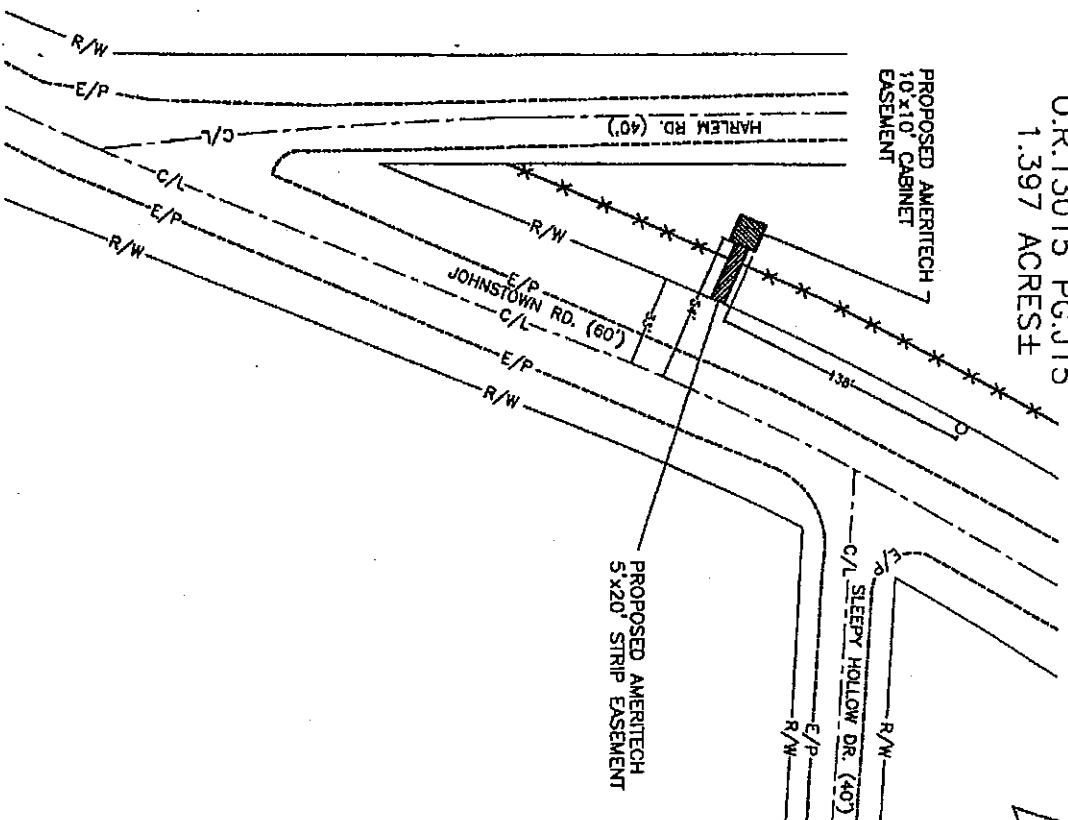
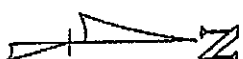
This document was drafted by the Ameritech Legal department, 30 S. Wacker Drive, Chicago, IL 60606  
ADC Job Number 97-3089

THIS INSTRUMENT PREPARED BY  
**THE OHIO BELL TELEPHONE COMPANY**  
W. T. R. 08.08.97

"EXHIBIT A"

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.

THE NEW ALBANY COMPANY  
O.R.13015 PG.J15  
1.397 ACRES±



AMERITECH 4121097  
ADC 97-3089

16999C04

200508

DECLARATION  
OF

COVENANTS AND RESTRICTIONS

FOR

THE NEW ALBANY COMMUNITY AUTHORITY  
FRANKLIN COUNTY, OHIO

TRANS OHIO BOX

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL. 10996 PAGE 409  
RECORDER  
FRANKLIN COUNTY, OHIO

TIME 3:11 P  
RECORDED FRANKLIN CO, OHIO  
MAY 24 1991

JOSEPH W. TESTA, RECORDER  
RECORDER'S FEE \$ 98.00

CONVEYANCE TAX  
EXEMPT  
M  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

TRANSFERRED  
NOT NECESSARY  
MAY 24 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

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16999C08

DECLARATION OF THE NEW ALBANY  
COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS

This DECLARATION OF THE NEW ALBANY COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS is made on this 23<sup>rd</sup> day of May, 1991, by The New Albany Company, an Ohio partnership (the "Private Developer").

Private Developer is the owner or in control of certain real estate located in Franklin County, Ohio particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Initial Property") and may from time to time pursuant to Article III hereof subject other real estate in the vicinity of the Initial Property (the "Additional Property" and, collectively with the Initial Property, the "Property") to this Declaration. Private Developer makes this Declaration for the purposes hereinafter set forth (the Initial Property being all of the Property until any such other real estate is so added).

Private Developer hereby declares that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest therein, and as a part of the consideration therefor, agree that their right, title and

16999C09

interest in the property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.



## ARTICLE I

PURPOSE AND INTENT

Private Developer intends that the Property shall become a New Community District which shall be formed in accordance with Chapter 349 and that Private Developer will initiate proceedings for the organization of a New Community Authority in accordance with Chapter 349. Private Developer desires the creation of the New Community District and the organization of the New Community Authority for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community of not less than 1,000 acres in northeast Franklin County, Ohio through the implementation of a New Community Development Program. Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on New Community bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge by each Owner of a Chargeable Parcel.

In order to provide for the District, the Implementation of the Community Authority's New Community Development Program, and the establishment and payment of the Community Development Charge, this Declaration is for the purpose of creating covenants running with the land pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and

16999C11

legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of an Owner of each Chargeable Parcel to pay the Community Development Charge applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

## ARTICLE II

DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean respectively:

2.01. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being collected, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including but not limited to reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05. If by reason of any change of law, rate, or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less than thirty-five percent of true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall

16999C13

mean the assessed valuation shown on the duplicate adjusted to equal thirty-five percent of fair market value. If the assessed valuation listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year does not reflect the completed value of a single family resident on a Parcel and a building permit for a single family residence has been issued by an governmental authority for that Parcel, then, solely at the Board's discretion, "Assessed Valuation" shall mean the cost of the single family residence stated on the building permit.

(b) If the Auditor of Franklin County, Ohio, and any other official authorized by Ohio law to assess real estate in Franklin County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year for a Parcel, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion by such criteria as the Board may establish from time to time subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board equitably apportioning to such Chargeable

16999C14

Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.02. Board. "Board" means the Board of Trustees of the Community Authority.

2.03. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code.

2.04. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.05. Chargeable Property. "Chargeable Property" means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements of the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio; and

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority.

2.06. Community Authority. "Community Authority" means The New Albany Community Authority, a body corporate and politic established or to be established for the District pursuant to Chapter 349.

2.07. Community Development Charge. "Community Development Charge" means the charge established in Articles IV and V, including all applicable penalties and interest pertaining to any unpaid amount.

2.08. Community Land Development. "Community Land Development" means the process of clearing and grading land, making, installing or constructing water distribution systems, sewers, sewage collection systems, steam, gas and electric lines, roads, including by-pass highways, streets, curbs, gutters, sidewalks, bikeways and other riding trails, common fencing and monuments, storm drainage facilities and other installations or work whether within or without the District, and the construction of Community Facilities and any facilities subject to agreements entered into by the Community Authority under Section 349.06(M) of the Revised Code, and the acquiring of real estate and interests in real estate for those purposes.

2.09. Declaration. "Declaration" means this Declaration of The New Albany Community Authority Covenants and Restrictions made May 23, 1991, as the same may from time to time be amended or supplemented in the manner prescribed in Articles III or IX.

2.10. Development Period. "Development Period" means the period commencing on the date on which this Declaration is Recorded and ending on the date all members of the Board are

16999C16

scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof.

2.11. District. "District" or "New Community District" means The New Albany Community District created pursuant to Chapter 349.

2.12. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VI.

2.13. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Revised Code, rounded to the nearest whole number percent, plus three percent.

2.14. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, but shall not include the Community Authority.

2.15. Parcel. "Parcel" means any part of the Property.

2.16. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) is conducting a professional, commercial or industrial activity or any other activity permitted by law and conducted for profit or by a nonprofit organization. A contractor who is an Owner or Tenant shall have a Place of Business at each of his construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of

such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.17. Place of Residence. "Place of Residence" means the place on the property in which a person's habitation is fixed, and to which, whenever he is absent, he has the intention of returning. A person shall not be considered to have lost his Place of Residence by leaving it temporarily with the intention of returning.

2.18. Private Developer. "Private Developer" means The New Albany Company, an Ohio partnership, and its successors in interest. A person or entity shall be deemed a successor in interest of the Private Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of the Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Private Developer only as to the particular rights or interests of the Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.19. Recorded. "Recorded" means filed for record in the office of the Recorder of Franklin County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Franklin County, Ohio.

2.20. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.



2.21. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.22. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board in his place to receive service of process.

2.23. Tenant. "Tenant" means any person or entity occupying any parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner or by permission of the Owner or by permission of or with any other person or entity claiming under the Owner, or under a tenancy at will or sufferance.

2.24. Terms Defined in Chapter 349. The terms "Community Facilities", "New Community", "New Community Authority", "New Community Development Program", and "New Community District" have the meanings given in Section 349.01 of the Revised Code.

## ARTICLE III

EXPANSION

Additional property may from time to time be subjected to this Declaration and the Restrictions by the Private Developer recording a supplemental Declaration describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners or compliance with the provisions of Article IX. Any such expansion shall be effective upon such supplemental Declaration being Recorded unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration.

## ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE

4.01. Community Development Charge Covenant. The Private Developer as the original Owner of each parcel hereby covenants, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant, to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in Articles IV and V. The Private Developer and each Owner agrees that every purchase agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Revised Code, specifically refer to the Community Development Charge and identify the volume and number of the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of the acquisition, development, construction, operation and maintenance of Land, Community Land Development and Community Facilities, the debt service therefor and all other costs incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including without limitation the reimbursement of loans, advances or expenditures made to or by the Private Developer for such purposes), and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, both to the extent and for the period provided in Article V.

4.04. Enforcement of Lien and Collection of Charge. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of Ohio. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor of Franklin County, Ohio for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

## ARTICLE V

COMMUNITY DEVELOPMENT CHARGE5.01. Establishment of Community Development Charge:

Effective Date. There is hereby established for the benefit of the Community Authority, as a charge on each chargeable parcel, an annual Community Development Charge based upon the Assessed valuation of such chargeable parcel in the amount of the number of mills (one mill equals 1/10 of 1%) as determined in Section 5.02 multiplied by each dollar of the Assessed valuation thereof. Such Community Development Charge shall be paid to the Community Authority by the Owner of each such chargeable parcel in the manner provided in this Article.

The Community Development Charge shall take effect on a date not earlier than September 1, 1991 which shall be set by the Community Authority at its first Fiscal Meeting.

5.02. Amount of Community Development Charge. Subject to waiver, reduction, increase or termination of the Community Development Charge as provided in Sections 6.03 and 6.04, the number of mills for each dollar of Assessed valuation for any year shall be nine and seventy-five one-hundredths (9.75) mills [ninety-seven and one-half cents (\$.975) for each one hundred dollars (\$100.00) of Assessed valuation].

5.03. Payment. One-half of the annual Community Development Charge for each chargeable parcel shall be due and payable semiannually on due dates determined by the Board; provided that if permitted by law the Board may provide for or require such payment to be made on a monthly, bimonthly or

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quarterly basis. Each installment shall be paid within the time prescribed by the Board. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (a) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Community Development Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (b) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Community Development Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Community Development Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Community Development Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel as to which any installment of the Community Development Charge is not paid within the period required, there shall be added to the installment (A) a penalty of ten percent thereof and (B) interest at the greater of (i) the Late Payment Rate or (ii) ten

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percent per year, on the sum of the amount of such installment plus the interest that has accrued thereon for more than six months plus the penalty until paid. Any payments of less than the full amount shall be credited first against the penalty and second against the interest accrued to the date of payment. The applicable penalties and interest are part of the Community Development Charge.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.01) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Revised Code, upon application of the Owner, the Assessed Valuation shall be reduced in the same amount and the Community Development Charge for such year shall be proportionately reduced. If any installment of such Community Development Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of the Community Development Charge with respect to his Chargeable Parcel, including any penalties and interest thereon, which is attributable to that Owner's period of ownership.

5.07. Community Development Charge Lien. The Community Development Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a

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continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Community Development Charge on any parcel is not paid within the period provided in Section 5.03, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Community Development Charge with respect thereto for the current year and the amount of any unpaid Community Development Charge including any penalty and interest for the current or any previous year. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.



## ARTICLE VI

PROCEDURE FOR WAIVER, REDUCTION, INCREASE ORTERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

6.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. Any Fiscal Meeting shall be held on such date as the Board shall determine. Each Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

6.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VI.

6.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting the Board may waive, reduce or terminate all or a portion of the Community Development Charge for one or more years or to a stated date. The reduction or waiver of a portion of the Community Development Charge authorized by this section 6.03 may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express

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obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code.

At any Fiscal Meeting held after all members of the Board are scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof, the Board may increase the Community Development Charge millage rate established under Section 5.02 by the affirmative vote of at least six of the seven Board members.

Except as otherwise provided in this Declaration: (a) every action taken by the Board pursuant to this Article shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (b) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02.

6.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to

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waive, reduce, increase or terminate the Community Development Charge as provided herein shall be solely within the discretion of the Board.

## ARTICLE VII

COMMUNITY FACILITIES

7.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Community Land Development within the District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title, of the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Revised Code, to take out loans under Section 349.06(J) of the Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Community Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Community Land Development, including but not limited to regulations requiring use and regarding the mode of use, and limiting the number of guests of Owners and Residents who may use the Community Facilities and Community Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Community Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (1) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Community Land Development for any infraction of the rules and regulations relating to the Community Facilities or Community Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Community Land Development for any period during which the Community Development Charge against such Owner's Parcel or other user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

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(e) Such rights as the Board may have to grant easements in or rights of way over Community Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Community Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Community Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (d) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

7.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Community Land Development.

## ARTICLE VIII

DURATION, AMENDMENT AND TERMINATION

8.01. Effective Date. The Restrictions shall be effective and shall be deemed covenants running with the land when this Declaration is recorded; provided, however, that no Community Development Charge shall be collected and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

8.02. Duration and Effect. The Restrictions (a) shall be, and shall be construed as, covenants running with the land; (b) shall be binding upon the Private Developer, the Community Authority and each Owner and Residents; and (c) shall inure to the benefit of and be enforceable by (i) the Private Developer or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any parcel), (ii) each Owner and (iii) all Residents. Unless amended or terminated as provided in this Article, the Restrictions shall continue in full force and effect until December 31, 2041, and thereafter the Restrictions shall be automatically renewed for successive ten year periods unless terminated pursuant to Section 8.03.

8.03. Termination of Restrictions. The Restrictions shall terminate and shall be null and void: (a) automatically if the Community Authority is not declared on or before January 1,

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1993 by the Board of County Commissioners of Franklin County to be organized and a body politic and corporate and the boundaries of the District defined pursuant to Section 349.03 of the Revised Code; (b) on the date designated in a written declaration of termination made by the Private Developer at any time before the date the Community Authority is declared to be organized as a body corporate and politic and the boundaries of the District defined by the Board of County Commissioners of Franklin County pursuant to Chapter 349; or (c) automatically if and on the date when there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code.

If a final judicial adjudication is rendered or lawful executive or legislative action is taken by the government of the State of Ohio which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and the Private Developer shall, within thirty days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree



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upon) attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action, and if within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and the Private Developer, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the Restrictions may be terminated on such date as shall be designated in a written declaration of termination by the Private Developer if within the Development Period or by the Community Authority if after the Development Period.

If the Restrictions are required or permitted to be terminated pursuant to this Section, such termination shall become effective when a certificate or other document stating the authority for such termination and signed by the person or entity or entities empowered to effect such termination is Recorded. If the Restrictions terminate automatically, the Private Developer shall promptly cause a certificate or other document to be Recorded which shall state the authority for such termination and the effective date thereof.

All rights and obligations which had accrued under the Restrictions prior to the date of termination shall survive such termination, including without limitation, all personal obligations and liens under the Declaration.

## ARTICLE IX

AMENDMENTS AND SUPPLEMENTS

9.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Private Developer until the Community Authority is formed and, thereafter, the Community Authority, may amend or supplement this Declaration (i) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (ii) to make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge; (iii) as provided in Article IIR; (iv) to conform this Declaration to any amendment permitted by Section 349.13 of the Revised Code to the petition filed by the Private Developer with the Board of County Commissioners of Franklin County, Ohio pursuant to that Section to organize the Community Authority; or (v) to make any other amendment which, in the judgment of the Private Developer until the Community Authority is formed and, thereafter, the Community Authority, is not to the prejudice of the Owners.

9.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 6.03, 8.03 or 9.01, no provision of this Declaration may be amended or supplemented in whole or in part or terminated without the written consent of not less than 66% of the number of Owners of all Parcels.

For the purposes of this Section, "Parcel" shall mean such Chargeable Parcel which has a separate listing on the tax duplicate of the Auditor of Franklin County, Ohio, or on the

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records of any other official authorized by Ohio law to assess real estate in Franklin County, and all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code.

The Secretary shall determine (a) whether the Owners have consented to any amendment or supplement of this Declaration, and (b) whether, if their consent is necessary, the Private Developer or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 of the Revised Code or provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

9.03. Consent of Private Developer Required During Development Period. Notwithstanding any other provision of this Declaration, no amendments or supplements to this Declaration made during the Development Period shall be permitted without the written consent of the Private Developer.

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9.04. Recording of Amendments. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

## ARTICLE X

MISCELLANEOUS

10.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

10.02. Reservation. Subject to the Declaration being recorded but prior to the District being created pursuant to Chapter 349, Private Developer may sell to purchasers (the "Purchasers") lots which may comprise a part of the Property and be included as part of the District (the "Lots"). Purchaser, and Purchaser's successors and assigns, shall be deemed an Owner and shall take title to the Lots subject to the Declaration. In order to more fully provide for the inclusion of the Lots as part of the District, Private Developer hereby reserves to itself and its successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation and, in recognition of such reservation and in order to more fully evidence Private Developer's reservation, Purchaser irrevocably constitutes and appoints Private Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to the Private Developer the authority to take, all such action that is necessary and appropriate, in accordance with

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Chapter 349, to include a Purchaser's lot within the District. Acceptance by a Purchaser of a deed or other instrument of conveyance from Private Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate at the earlier of January 1, 1993 or the date on which a Purchaser's lot, in accordance with Chapter 349, is accepted and established as part of the District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

10.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating a possibility of reverter or, except as provided in Sections 5.01 and 8.01, a condition subsequent.

10.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were

not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, Restriction, agreement, obligation, act, action, part, or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

10.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

10.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

10.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Revised Code or to the laws of Ohio shall include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner, and at the times provided in this Declaration, or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of

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such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean and refer to this Declaration.

IN WITNESS WHEREOF, the Private Developer has caused this Declaration to be executed by its duly authorized partner as of the day and year first above written.

Signed and acknowledged  
in the Presence of:

THE NEW ALBANY COMPANY, an Ohio  
partnership

By: BLACKLICK INVESTMENTS,  
INC., Partner



By:   
John W. Kessler  
President

K.G. Blackburn



STATE OF OHIO

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COUNTY OF FRANKLIN

SS:

Before me, a Notary Public in and for said County 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 that free act deed of Blacklick Investments, Inc. and THE NEW ALBANY COMPANY.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio this 23rd day of MAY, 1991.

Carol A. Robey  
Notary Public

CAROL A. ROBEY  
NOTARY PUBLIC-STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 21, 1992

This document prepared by: Squira, Sanders & Dempsey  
41 South High Street  
Columbus, Ohio 43215

## EXHIBIT A

Description of Initial Property

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

Area 1 - Area within The New Albany Country Club Section 1:  
Being Lots 1 through 16, both inclusive, Lots 19 through 33, both inclusive, Lot 49, and the area designated as Reserve A of "The New Albany Country Club Section 1" as the same are numbered and delineated on the recorded plat thereof, of Record in Plat Book 73, pages 65 and 66, Recorder's Office, Franklin County, Ohio.

Area 2 - Area within the proposed New Albany Farms Section 1:  
Being located in Lots 33, 34 and 35, Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of those tracts of land as conveyed to The New Albany Company by deeds of record in Official Records 16080A01, (5.993 acre tract) 14926E14, 13921I06, 13841D09, 14149J18, 14586E16, 14048J03, 16801A01, (1.091 acre tract) 14548H20, 16158E16, 14999J10, 15000A03, 15000A06, 14064D19, 16158E14, 14458C02, 15985A01, 15296D09, 14554B14, Parcel 13 and 15341E04, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described:

Beginning at a county right-of-way monument in the easterly right-of-way line of Reynoldsburg-New Albany Road, being located South 86° 16' 24" East, 48.43 feet from Franklin County Monument Box 9912A, said right-of-way monument also being in the northerly line of that 6.490 acre tract as conveyed to The New Albany Company by deed 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:

Northwesterly along the arc of a curve to the left (Delta = 1° 56' 11", Radius = 4633.66'), a chord bearing and distance of North 7° 22' 10" West, 156.59 feet to a county right-of-way monument at a point of tangency;

North 8° 20' 15" West, 560.60 feet to a county right-of-way monument;

North 17° 58' 58" West, 431.85 feet to a county right-of-way monument;

North 11° 49' 53" West, 105.23 feet to a county right-of-way monument at a point of curvature of a curve to the right;

Northwesterly along the arc of said curve (Delta = 15° 51' 00", Radius = 1702.95 feet), a chord bearing and distance of North 9° 21' 37" West, 469.56 feet to a county right-of-way monument;

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North 86° 44' 05" West, 15.09 feet to a county right-of-way monument;

North 2° 33' 57" West, 108.51 feet to a county right-of-way monument;

North 3° 49' 02" East, 363.06 feet to a county right-of-way monument at a point of curvature of a curve to the right;

Northeasterly along the arc of said curve (Delta = 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 of 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;

thence South 86° 41' 25" East, along the southerly line of said 0.576 acre tract, a distance of 240.39 feet to a found iron pin at the southeasterly corner of said 0.576 acre tract;

thence North 17° 00' 08" East, along the easterly line 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 pin found at the northwesterly corner of said Duchesne 0.576 acre tract, also being in the southerly line of that 40.518 acre tract as conveyed to Leslie H. Werner by deed of record in Official Record 14559H11;

thence South 86° 35' 30" East, along the southerly line of said 40.518 acre tract, a distance of 1610.46 feet to an iron pin found at the southeasterly corner of said 40.518 acre tract, said iron pin also being in the westerly line of that 77.467 acre tract as conveyed to said Leslie H. Werner by deed of record in Official Record 14559H11;

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. Werner 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 15740F07, a distance of 473.14 feet to an iron pin found at the northeasterly corner of said 6.490 acre tract;

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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. Walsh and Janis S. Walsh by deed of record in Official Record 15360E04 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 less.

Area 3 - Area comprising Kessler estate: Being part of lots 27 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:

Beginning at a railroad spike found at the northwest corner of 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 Road, (County Road #110));

Thence, along the west line of said 7.903 Acre tract, the west 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 at 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 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 9799E09), southeast corner of the 73.743 Acre tract conveyed to New Albany 74 Ltd. (Deed Book 3013, page 162, said Recorder's Office), and being North 89 degrees 51 minutes 47 seconds East, 1,804.41 feet from a Franklin County Monument Box

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found in the centerline of Reynoldsburg-New Albany Road, (County Road #6);

Thence, along the east line of said 73.743 Acre tract, and along part 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.

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" x 1" O.D. with orange plastic caps inscribed "P.S. #6579".

Area 4 - Area comprising Werner estate: Being located in Lots 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 3.875 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. Werner by deeds of Record in Official Records 14559H11, 14559I14, 16087H11 and 14357C10 and being part of that 97.697 acres tract as conveyed to said Leslie H. Werner by deed of record 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:

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 acre tract as conveyed to The New Albany Company by deed of record in Official Record 15341E04;

thence North 3° 19' 32" East, along the easterly line of said 121.347 acre tract, also being the easterly line of Lots No. 33, 34 and 35, a distance of 3027.88 feet to an iron pin found at the northeasterly corner of said 121.347 acre tract;

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 a curve to the right (Delta = 9° 22' 18", Radius = 2602.32), a chord bearing and distance of North 11° 43' 48" East, 425.17 feet to a Franklin County right-of-way monument;

15999E07

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 238.51 feet to an iron pin found at the southeasterly corner of said 1.090 acre tract;

thence North 4° 32' 37" East, along the easterly line of said 1.090 acres tract, also along the easterly line of that 1.090 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13738H06 and that 0.918 acre tract as conveyed to R.L. and B.M. Hixson by deed of record in Deed Book 3614, page 14, a distance of 450.32 feet to an iron pin at the northeasterly corner of said 0.918 acre tract;

thence North 86° 25' 42" West, along the northerly line of said 0.918 acre tract, a distance of 265.65 feet to an iron pin set in the easterly right-of-way line of said Reynoldsburg-New Albany Road;

thence North 4° 36' 23" East, along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 60.00 feet to an iron pin found at the southwesterly corner of that 1.090 acre tract as conveyed to B.S. and P.M. McAllister by deed of record in Official Record 766H16;

thence along the southerly, easterly and northerly lines of said McAllister 1.090 acres tract, the following courses and distances:

South 86° 25' 42" East, 265.59 feet to an iron pin found;

North 4° 32' 37" East, 150.00 feet to an iron pin found; and,

North 86° 22' 26" West, 265.42 feet to a Franklin County right-of-way monument in the easterly right-of-way line of said Reynoldsburg-New Albany Road;

thence along the easterly right-of-way line of said Reynoldsburg-New Albany Road, the following courses and distances:

North 6° 52' 07" East, 126.67 feet to a Franklin County right-of-way monument;

North 2° 41' 50" East, 150.07 feet to a Franklin County right-of-way monument; and,

North 4° 36' 23" East, 342.41 feet to a Franklin County right-of-way monument at the southwesterly corner of that 5.000 acre tract as conveyed to Christian Voice of Central Ohio by deed of record in Official Record 3527110;

thence South 86° 26' 24" East, along the southerly line of said 5.000 acre tract, a distance of 619.99 feet to an iron pin found at the southeasterly corner of said 5.000 acre tract;

thence North 4° 36' 23" East, along the easterly line of said 5.000 acre tract, a distance of 325.00 feet to an iron pin set at the northeasterly corner of said 5.000 acre tract, also being in the

16999E08

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 16314A12, 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 14559I16, said iron pin also being the common corner of Lots 36, 37, 28 and 29;

thence South 86° 03' 59" East, along the southerly line of said 105.411 acre tract, also being the northerly line of said Lot 29, a distance of 1338.44 feet to an axle found at the southeasterly 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;

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 1365.56 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 deed record 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 at 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 601;

thence along the northerly, westerly and southerly lines of said 0.957 acre tract, 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,

South 82° 21' 04" East, 130.64 feet to a railroad spike in the centerline of said Kitzmiller Road at the southeasterly corner of said 0.957 acre tract;

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thence South 29° 24' 29" West, along the centerline of said Kitzmiller Road, a distance of 109.99 feet to a railroad spike at a point of curvature of a curve to the left;

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. Minnaugh by deed of record in Deed Book 3647, page 478;

thence along the northerly, westerly and southerly lines of said 1.024 acre tract, the following courses and distances:

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 feet to a railroad spike found in the centerline of Kitzmiller Road at the southeasterly corner of said 1.024 acres tract;

thence along the centerline of said Kitzmiller Road, the following courses and distances:

Southwesterly along the arc of a curve to the left (Delta = 0° 09' 07", Radius = 1142.74 feet), a chord bearing and distance of South 9° 26' 44" West, 3.03 feet to a point of tangency;

South 9° 22' 11" West, 283.72 feet to a railroad spike at a point of curvature of a curve to the right;

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;

South 20° 05' 50" West, 853.09 feet to a railroad spike at a point of curvature of a curve to the right;

Southwesterly along the arc of said curve (Delta = 8° 31' 00", Radius = 856.88 feet), a chord bearing and distance of South 24° 21' 20" West, 424.27 feet to a railroad spike at a point of tangency;

South 28° 36' 50" West, 1477.08 feet to a railroad spike set at an angle point; and,

South 27° 37' 46" West, 184.55 feet to the place of beginning, containing 357.628 acres of land, more or less.

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FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

**228404**

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "First Supplemental Declaration") is made this 17<sup>th</sup> day of July, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

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;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional property to the covenants, restrictions and provisions of the Declaration; and

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 by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

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, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions 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 representatives, successors and assigns.

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

THE NEW ALBANY COMPANY, an Ohio  
general partnership

Signed in the presence of: By: BLACKLICK INVESTMENTS, INC.

*Barberley J. Harper*  
*Barberley J. Harper*

By: *John W. Kessler*  
John W. Kessler, President

TRANSFERRED  
NOT NECESSARY  
JUL 25 1991  
PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
M  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

PARTNERSHIP  
FILING DATE 12-31-87  
RECORDED VOL 10996 PAGE 109  
JOSEPH W. TESTA  
RECORDER  
FRANKLIN COUNTY, OHIO

17358F17

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS.

The foregoing instrument was acknowledged before me this 17th 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.

*Carol A. Wilcox*

Notary Public

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

This instrument Prepared By:

Paul S. Coppel, Esq.  
SCHWARTZ, KEIM, WARREN & RUBENSTEIN  
41 South High Street  
Columbus, Ohio 43215  
(614) 222-3000

5551Q  
07/17/91

TIME 1:51 P M  
RECORDED FRANKLIN CO., OHIO

JUL 25 1991

JOSEPH W. TESIA, RECORDER  
RECORDER'S FEE \$ 13.00

## EXHIBIT A

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

Being located in Quarter Township 3, Township 2, Range 16, 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, 12775K08 and 13409A12, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

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

thence North 85° 38' 00" West, a distance of 38.68 feet to a P.K. nail in the centerline of Harlem Road;

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

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

thence South 88° 35' 04" East, leaving the centerline of Harlem Road, a distance of 274.98 feet to a point in the westerly line of Lot No. 5 of said, "The New Albany Country Club Section 1";

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

South 3° 22' 00" West, a distance of 71.71 feet to an iron pin;

South 49° 36' 07" West, a distance of 144.57 feet to an iron pin;

South 35° 08' 08" West, a distance of 170.49 feet to an iron pin; and

South 3° 22' 00" West, a distance of 100.00 feet to the place of beginning, containing 1.307 acres of which 0.198 acre lies within the present right-of-way of Harlem Road, leaving a net acreage of 1.119 acres of land, more or less.

55510

23377F07

ACCEPTANCE BY THE NEW ALBANY COMMUNITY AUTHORITY  
OF THE DUTIES, RESPONSIBILITIES AND BENEFITS IMPOSED  
AND CONFERRED ON IT BY DECLARATION OF COVENANTS  
AND RESTRICTIONS

1336-0

WHEREAS, a Declaration of Covenants and Restrictions (as heretofore and hereinafter supplemented or amended pursuant to its terms, the Declaration) anticipating and relating to the creation of The New Albany Community Authority (the Authority) was executed by The New Albany Company (the Private Developer) on May 23, 1991 and filed for record on May 24, 1991 at O.R. 16999C04 in the office of the Recorder, Franklin County, Ohio; and

WHEREAS, by Resolution No. 860-82 adopted by the Board of County Commissioners of Franklin County, Ohio on August 25, 1992, the Authority was established and organized pursuant to Chapter 349 of the Revised Code; and

WHEREAS, under Section 8.01 of the Declaration, the Authority has no rights or obligations under that Declaration until the Authority executes and there is recorded an instrument by which the Authority joins in the Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Declaration;

NOW, THEREFORE, pursuant to the provisions of Section 8.01 of the Declaration, the Authority hereby joins in the Declaration for the purposes of accepting any and all of the duties, responsibilities and benefits heretofore or hereafter imposed and conferred on it by the Declaration.

IN WITNESS WHEREOF, the Authority has executed this instrument as of the date first above written.

Signed in the Presence of:

*David M. Remick*  
*Frank Benson, III*  
*Margaret A. Foster*  
*Samuel L. Keller*

THE NEW ALBANY COMMUNITY  
AUTHORITY

By: *Frank Benson, III*  
Frank Benson, III, Chair  
By: *Steven A. Minick*  
Steven A. Minick, Treasurer

TIME 11 30 AM. M  
RECORDER FRANKLIN CO. OHIO

JUL 28 1993

RICHARD B. METCALF RECORDER  
RECORDER'S FEE 14.00

TRANSFER  
NOT NECESSARY  
JUL 28 1993  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
SEK  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

23377F08

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Before me, a Notary Public in and for said County and State, personally came Frank Benson, III, Chair of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing instrument and acknowledged that he signed such instrument as such officer and that such instrument is his free act and deed as such officer and the free act and deed of The New Albany Community Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 28th day of July, 1993.

*Edith M. Rannenburg (Smith)*  
Notary Public



EDITH M. RANNEBURG (Smith)  
Notary Public, State of Ohio  
Commission Expires 8-28-96

[Seal]

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Before me, a Notary Public in and for said County and State, personally came Steven A. Minick, Treasurer of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing instrument and acknowledged that he signed such instrument as such officer and that such instrument is his free act and deed as such officer and the free act and deed of The New Albany Community Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 27 day of July, 1993.

*Carol A. Robery*  
Notary Public

CAROL A. ROBERY  
Notary Public, State of Ohio  
My Commission Expires June 21, 1997

[Seal]

This document prepared by:

Squire, Sanders & Dempsey  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215

MAIL

- ENVELOPE FURNISHED

Instr.: 199816200259024 10/20/1998  
Pages: 3 Fee: \$28.00 T19990151588  
Richard B. Meckel  
Franklin County Recorder SR09M15 8

## 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").

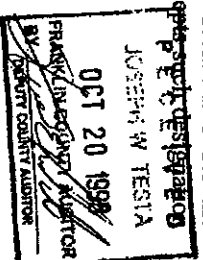
WHEREAS, on May 24, 1991, the New Albany Company, an Ohio general partnership, predecessor to Declarant, filed that certain Declaration of Covenants, Conditions, and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the Office of the Recorder, Franklin County, Ohio;

WHEREAS, Declarant was named as the successor declarant pursuant to that certain Designation of Successor Declarant dated December 1, 1992 recorded at OR 21256D18 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.

NOW, THEREFORE, pursuant to the powers reserved in the Declaration, 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 Declaration and Successor Declarant hereby acknowledges and accepts the Designation



Varys Box. Chidester

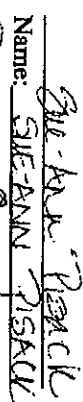
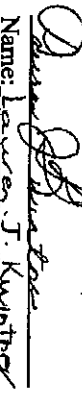
as declarant under the Declaration and hereby assumes any and all such rights and obligations.

IN WITNESS WHEREOF, Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of:

THE NEW ALBANY COMPANY  
LIMITED PARTNERSHIP, a Delaware  
limited partnership

By: N.A. Property, Inc.,  
a Delaware corporation,  
general partner

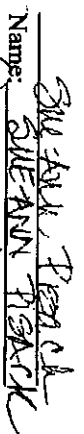

  
Name: SHE-ANN PISACK  
  
Name: Lauren J. Kuntz


By:   
Name: Jeffrey E. Epstein  
Title: President

THE NEW ALBANY COMPANY LLC,  
a Delaware limited liability company

By: N.A. Property, Inc., a  
Delaware corporation,  
managing member

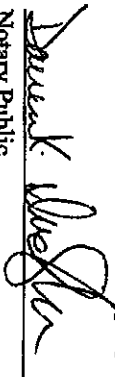
Signed in the presence of:

  
Name: SHE-ANN PISACK  
  
Name: Lauren J. Kuntz

By:   
Name: Jeffrey E. Epstein  
Title: President

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

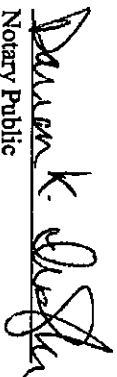
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 1998, by Jeffrey E. Epstein, President of N.A. Property, Inc., a Delaware corporation, the managing member of The New Albany Company LLC, a Delaware limited liability company, on behalf of the corporation and the company.

  
Notary Public

DARREN K. INDYKE  
Notary Public, State of New York  
No. 021N5087514  
Qualified in New York County  
Commission Expires Oct. 15, ~~2002~~

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 1998, by Jeffrey 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  
Notary Public, State of New York  
No. 021N5087514  
Qualified in New York County  
Commission Expires Oct. 15, ~~2002~~

This Instrument was prepared by:

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



21466C20

212324

**NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY**

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Ninth Supplemental Declaration") is made as of the 27th day of December, 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

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;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

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 by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

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, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run 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 representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership

Signed in the presence of:

*George A. Ferriter*  
Name: George A. Ferriter

*Famela R. Powell*  
Name: Famela R. Powell

*Gary R. Kerney*  
By: Gary R. Kerney  
Chief Executive Officer

TRANSFER  
NOT NECESSARY  
DEC 31 1992  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

TRANS 60710  
3  
②

21466001

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 1992, by Gary R. Kenney, as Chief Executive Officer of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the partnership.

Carol A. Robey  
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, KEIM, WARREN & RUBENSTEIN  
41 South High Street  
Columbus, Ohio 43215  
(614) 222-3090

l:\real\_not\newalbanypartnership9.doc

PARTNERSHIP	
FILE DATE	<u>12-28-92</u>
RECORDED VOL	<u>21465</u>
PAGE	<u>12</u>
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 acresages:

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-444	26.415	
222-900, 222-850, 222-337, 222-754	0.161	
222-442	0.856	222-1980
222-889	24.140	
222-339	10.036	
222-339	17.894	
222-339	3.331	
222-339	0.335	
222-292	1.181	
222-292	5.919	
222-545	0.640	
222-292	23.940	
222-292	66.656	
222-241	21.393	
222-180 & 222-281	55.185	
222-567 & 222-7	45.333	
222-393	1.713	
222-283	14.213	
222-284	15.903	
222-370, 222-371 & 222-350	158.150	
222-371	4.990	222-412
222-371	9.396	222-389
222-371	2.578	222-887
222-371	5.242	222-517
222-371	3.508	222-435
222-246 & 222-245	2.364	
222-569	0.826	
222-556	0.667	
222-217	109.754	
222-233	10.000	
222-288	19.975	
222-371	4.665	222-404
222-431	98.246	
222-568	0.935	
222-557	1.014	
222-555	0.596	

21465002

Continued.....

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<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-353	6.230	
222-218	12.505	
222-388	1.397	
222-578	0.599	
222-437	3.781	
222-450	7.074	
222-366	22.236	
222-891	22.224	
222-497	4.806	
222-420	2.968	
222-897	8.984	
222-907	9.318	
222-359	5.338	
222-496	2.464	
222-498	3.470	
222-468	20.807	
222-358, 22-306 & 22-906	98.913	222-475 & 222-331
222-883	4.484	
222-364, 220-241 & 220-320	23.448	
222-886	5.950	
222-853	0.919	
222-298 & 22-414	8.691	
545-187789, 187790 & 187786	139.969	
545-187787	38.680	
222-146	2.654	
222-255	3.257	
222-662	1.969	
545-212439	15.770	
545-212440		
222-292		
222-200	11.490	
545-187791	1.000	
545-187785	5.002	
222-356 & 222-220	59.731	
222-650	48.040	
222-406	1.273	
222-390	1.457	
545-208819 & 198842	2.000	
545-196743	112.394	
545-163688	38.500	
545-163690	134.159	
545-163692	0.861	
545-163691	130.155	
222-909	3.000	
222-363	5.292	
222-871	5.015	
545-163689	4.988	
545-163686	1.000	
545-163687	3.000	
	1.000	
		222-336

Continued.....

<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-554	0.637
222-189	0.482
222-201 & 222-150	1.500
222-307	20.160
222-235	2.000
222-411	4.899
222-287	1.303
222-178	2.432
222-354 & 222-346	40.446

and being more particularly described as follows:

Beginning in the easterly line of parcel No. 222-292 at a point 230.00 feet northerly from the centerline of Morse Road;

thence westerly, crossing said parcel No. 222-292 and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2335.5 feet to a point;

thence southerly being along the easterly line of parcel No. 222-545, a distance of 200.0 feet to a point;

thence westerly being 30.0 feet northerly from the centerline of Morse Road, a distance of 150.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-545, a distance of 179.7 feet to a point in the southerly line of parcel No. 222-292;

thence westerly along the southerly line of said parcel No. 222-292, a distance of 322.0 feet to a point;

thence northerly, a distance of 18.0 feet to a point;

thence westerly crossing parcel No. 222-292, Harlem Road, and parcel No. 222-339, and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2163.7 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 200.0 feet to a point;

thence westerly, crossing said parcel No. 222-339, also crossing parcels No. 222-889, 222-442, 222-444 and 222-900, a distance of 2138.8 feet to a point;

Continued.....

thence northeasterly along a southwesterly line of parcels 222-444 and 222-900, a distance of 428.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcels No. 222-444 and 222-900 and the centerline of said road, a distance of 755.6 feet to a point;

thence easterly along the northerly line of said parcels No. 222-44 and 222-900, a distance of 824.8 feet to a point in the westerly line of 222-339;

thence northerly along the westerly line of said parcel No. 222-339 and parcel No. 222-363, a distance of 821.6 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcel No. 222-363 and 222-886, a distance of 150.0 feet to a point in the southwesterly line of parcels No. 220-320 and 220-241;

thence along the southerly line of said parcels No. 220-320 and 220-421, the following courses and distances:

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

Westerly, a distance of 153.4 feet to a point at the southwesterly corner of said parcel;

thence along the westerly line of said parcels No. 220-320 and 220-241, the following courses and distances:

Northerly, a distance of 704.2 feet;

Northeasterly along the meanderings of a ditch, a distance of 253.9 feet;

Northeasterly, a distance of 349.5 feet;

Easterly, a distance of 100.3 feet; and

Northerly, a distance of 223.4 feet to a point in the centerline of Thompson Road;

thence easterly along the centerline of Thompson Road, being a northerly line of said parcels No. 220-320 and 220-241, a distance of 345.8 feet;

Continued.....

thence southwesterly, along an easterly line of said parcel No. 220-320 and 220-241, a distance of 985.8 feet to a point;

thence easterly along a northerly line of said parcels No. 230-340 and 220-241, a distance of 324.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence along the centerline of said road and along the westerly line of parcel No. 222-393, a distance of 347.0 feet to a point;

thence southeasterly along the northeasterly line of said parcel No. 222-393, a distance of 438.5 feet to a point in the northerly line of parcel No. 222-364;

thence easterly along the northerly line of said parcel No. 222-364, a distance of 490.7 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-364, also being along parcel No. 222-886 and 222-450, a distance of 980.8 feet to a point;

thence easterly along a northerly line of said parcel No. 222-339, a distance of 146.1 feet to a point;

thence southerly along the easterly line of said parcel No. 222-339, a distance of 614.7 feet to a point;

thence easterly along the northerly line of parcel No. 222-339, a distance of 381.6 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 150.0 feet to a point;

thence easterly along the northerly line of said parcel No. 222-339, a distance of 323.0 feet to a point in the centerline of Harlem Road;

thence southerly along the centerline of said Harlem Road, a distance of 236.2 feet to a point;

thence easterly, a distance of 30.0 feet to a point in the easterly right-of-way line of Harlem Road, being the westerly line of parcel No. 222-392;

thence northerly along said right-of-way line, being the westerly line of said parcel No. 222-292 and parcel No. 222-853, a distance of 408.2 feet to a point;

Continued.....

thence easterly, along the northerly line of parcel No. 222-853, a distance of 267.0 feet to a point in the westerly line of parcel No. 222-292;

thence northerly, along the westerly line of parcel No. 222-292, a distance of 150.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-292, a distance of 297.0 feet to a point in the centerline of Harlem Road;

thence northerly along the centerline of Harlem Road, a distance of 50.0 feet to a point;

thence easterly along a northerly line of said parcel No. 222-292, a distance of 297.0 feet to a point;

thence along the westerly and northerly lines of said parcel No. 222-292, the following courses and distances:

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 to a point; and,

Northerly, a distance of 530.0 feet to a point in the southerly line of parcel No. 222-359;

thence westerly along the southerly line of said parcel No. 222-359, a distance of 750.7 feet to a point;

thence northerly along the westerly line of said parcel No. 222-359, a distance of 281.8 feet to a point;

thence 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. 222-358;

thence northerly along the westerly line of said parcel No. 222-358 a distance of 1053.2 feet to a point at the southeasterly corner of Parcel No. 222-497;

thence westerly along the southerly line of said parcel No. 222-497, a distance of 432.5 feet to a point at the southwest corner of said parcel;

thence northerly along the westerly line of said parcel No. 222-497, a distance of 365.7 feet to a point in the southeasterly right-of-way line of Sleepy Hollow Road;

Continued.....



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thence northeasterly along said right-of-way line and along the northwesterly line of said parcel No. 222-497 and parcels No. 222-498 and 222-496, a distance of 1076.5 feet to a point in the southerly line of parcel No. 222-891;

thence westerly along the southerly line of said parcel No. 222-891, a distance of 36.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-891, a distance of 27.4 feet to a point in the northwesterly right-of-way line of Sleepy Hollow Road, also being the southeasterly line of parcel No. 222-366;

thence southwesterly along said right-of-way line, a distance of 1039.9 feet to a point in the westerly line of said parcel No. 222-366;

thence northerly along the westerly line of said parcel No. 222-366, a distance of 618.4 feet to a point at the southeasterly corner of parcel No. 222-437;

thence westerly along the southerly line of said parcel No. 222-437, a distance of 993.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 730.3 feet to a point in Sleepy Hollow Road;

thence easterly along said Sleepy Hollow Road and along the northerly line of parcel No. 222-897, a distance of 596.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-897, a distance of 589.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-907, a distance of 381.1 feet to a point at the northeasterly corner of said parcel No. 222-907;

thence southerly along the easterly line of said parcel No. 222-907, a distance of 445.1 feet to a point at the southeasterly corner of said parcel No. 222-907;

thence westerly along the southerly line of said parcel No. 222-907, a distance of 941.3 feet to a point in the centerline of Harlem Road;

thence northwesterly along the centerline of Harlem Road, a distance of 35.0 feet to a point in the isoutheasterly corner of parcel No. 222-883

Continued.....

thence westerly along the southerly line of said parcel No. 222-883, a distance of 752.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 728.0 feet to a point in the intersection of Thompson Road;

thence westerly along the centerline of said Thompson Road, also being the southerly line of parcel No. 222-909, a distance of 460.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-909, a distance of 437.0 feet to a point in the southerly line of parcel No. 222-871;

thence westerly along the southern line of said parcel No. 222-871, a distance of 439.0 feet to a point;

thence northeasterly along the westerly line of said parcel No. 222-871, a distance of 174.2 feet to a point at the southeasterly corner of parcel No.. 545-163692;

thence westerly along the southerly line of parcel No. 545-163692, a distance of 981.1 feet to a point at the northeasterly corner of parcel No. 545-163691;

thence along the easterly, southerly and westerly lines of said parcel No. 545-163691, the following courses and distances:

southerly, a distance of 601.2 feet to a point in the centerline of Thompson Road;

westerly, along said centerline, a distance of 217.6 feet to a point; and,

northerly, a distance of 599.5 feet to a point in the southerly line of parcel No. 545-163692;

thence along the southerly and westerly lines of said parcel No. 545-163692, the following courses and distances:

westerly, a distance of 196.8 feet to a point;

northerly, 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; and

westerly, a distance of 1380.4 feet to a point;

Continued.....

thence northerly along the westerly line of said parcel No. 545-163692, also being along the westerly line of parcel No. 545-163688, a distance of 1593.2 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-163688, a distance of 2694.9 feet to a point at the southwesterly corner of parcel No. 545-208819;

thence northerly, along the westerly line of said parcel No. 545-208819, a distance of 1568.1 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 2017.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 545-208819, a distance of 85.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 816.6 feet to a point in the centerline of Harlem Road;

thence southeasterly along the centerline of Harlem Road, a distance of 528.6 feet to a point at the northwesterly corner of parcel No. 222-517;

thence along the northerly and westerly lines of said parcel No. 222-517, the following courses and distances:

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet to a point; and

easterly, a distance of 107.4 feet to a point at the southwesterly corner of parcel No. 222-517;

thence northerly along the westerly line of said parcel No. 222-517, a distance of 356.7 feet to a point at the northwesterly corner of said parcel;

thence easterly along the northerly line of said parcel No. 222-517 and parcel No. 222-370, a distance of 1055.3 feet to a point in the westerly line of Parcel No. 222-217;

thence northerly along the westerly line of said Parcel No. 222-217, a distance of 1677.8 feet to a point in the centerline of State Route 161 (Dubln-Granville Road);

thence westerly along the centerline of said road and the southerly line of parcels No. 545-212435 and 545-212440, a distance of 533.5 feet to a point;

thence northerly along the westerly line of said parcels No. 545-212439, 545-212440 and parcel No. 545-187789, a distance of 2169.1 feet to a point;

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thence westerly, along a southerly line of said parcel No. 545-187789, a distance of 593.0 feet to a point in the easterly line of parcel No. 545-187791;

thence southerly along the easterly line of said parcel No. 545-187791, a distance of 207.0 feet to a point at the southeasterly corner of said parcel;

thence westerly along the southerly line of said parcel No. 545-187791, a distance of 1277.9 feet to a point;

thence along the westerly line of said parcel No. 545-187791, the following courses and distances:

northerly, a distance of 273.4 feet to a point;

westerly, a distance of 280.4 feet to a point in the centerline of Harlem Road;

northwesterly along the centerline of said road, a distance of 57.2 feet to a point;

easterly, a distance of 280.5 feet to a point;

northwesterly, a distance of 911.3 feet to a point;

westerly, a distance of 285.3 feet to a point in the centerline of Harlem Road; and

northwesterly along the centerline of Harlem Road, a distance of 611.4 feet to a point at the northwesterly corner of said parcel No. 545-187791;

thence easterly along the northerly line of said parcel No. 545-187791, also parcel No. 545-187789, parcel No. 545-187787 and parcel No. 222-336, a distance of 5566.6 feet to a point at the southeasterly corner of parcel 222-307;

thence northerly along the westerly line of said parcel No. 222-307, a distance of 617.3 feet to a point;

thence easterly along the northerly line of said parcel No. 222-307, a distance of 1304.1 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of State Route 605, a distance of 444.2 feet to a point at the northwesterly corner of parcel No. 222-390;

thence easterly along the northerly line of said parcel No. 222-390, a distance of 512.7 feet to a point in the westerly line of parcel No. 222-354;

Continued.....

thence northerly along the westerly line of said parcel No. 222-354, 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;

thence northwesterly along a westerly line of said parcel No. 222-354, a distance of 200.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 231.1 feet to a point in the centerline of State Route 605;

thence northwesterly along the centerline of said road, a distance of 165.4 feet to a point at the southeasterly corner of parcel No. 222-411;

thence westerly along the southerly line of said parcel No. 222-411, a distance of 1199.6 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-411, a distance of 182.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-411, a distance of 1147.4 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of said road, a distance of 155.9 feet to the northwesterly corner of parcel No. 222-354;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 793.4 feet to a point;

thence southerly, a distance of 145.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 1783.9 feet to a point in the westerly line of parcel No. 222-180;

thence northerly along the westerly line of said parcel No. 222-180, a distance of 408.2 feet to a point;

thence easterly along the northerly line of said parcel No. 222-180, a distance of 2718.1 feet to a point in the centerline of Bevelheimer Road;

thence southerly along the centerline of said road and the easterly line of parcel No. 222-287, a distance of 1253.1 feet to a point;

Continued.....

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thence westerly along the southerly line of said parcel No. 222-287, a distance of 395.2 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 90.0 feet to a point in the southwesterly line of parcel No. 222-180;

thence northwesterly along the southwesterly line of said parcel No. 222-180, a distance of 503.6 feet to a point;

thence southwesterly, along the southerly line of said parcel No. 222-180, a distance of 446.3 feet to a point at the northeasterly corner of parcel No. 222-284;

thence southerly, along the easterly line of said parcel No. 222-284, a distance of 422.1 feet to a point in the northerly line of parcel No. 222-241;

thence along the northerly line of said Parcel No. 222-241, a distance of 390.8 feet to a point;

thence along the easterly and southerly lines of said parcel No. 222-241, the following courses and distances:

southwesterly, a distance of 354.0 feet to a point;

southwesterly, a distance of 151.5 feet to a point;

northwesterly, a distance of 259.3 feet to a point;

northwesterly, a distance of 249.9 feet to a point;

westerly, a distance of 297.7 feet to a point;

westerly, a distance of 218.4 feet to a point; and

northwesterly, a distance of 146.6 feet to a point in the southerly line of parcel No. 222-284;

thence westerly along the southerly line of said parcel No. 222-284, a distance of 566.5 feet to a point in the easterly line of parcel No. 222-567;

thence southerly along the easterly line of said parcel No. 222-567, a distance of 112.9 feet to a point at the northwesterly corner of parcel No. 222-241;

thence along the northeasterly and southeasterly lines of said parcel No. 222-241, the following courses and distances:

southeasterly, a distance of 263.8 feet to a point;

Continued.....

southeasterly, a distance of 186.4 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;  
 southwesterly, a distance of 442.8 feet to a point; and  
 southwesterly, a distance of 82.8 feet to a point;

thence northerly along the westerly line of said parcel No. 222-241, a distance of 467.2 feet to a point in the southerly line of parcel No. 222-567;

thence along the southerly, northeasterly, easterly and westerly lines of said parcel No. 222-567, the following courses and distances:

westerly, a distance of 562.0 feet to a point;  
 southerly, a distance of 150.0 feet to a point;  
 southeasterly, a distance of 396.1 feet to a point;  
 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;  
 westerly, a distance of 178.9 feet to a point in the centerline of State Route 605;  
 northwesterly, along the centerline of State Route 605, a 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  
 northerly, a distance of 699.8 feet to a point in the southerly line of parcel No. 222-354;

Continued.....

thence westerly, along the southerly line of said parcel No. 222-354, also being along the southerly lines of parcels No. 222-390 and 222-307, a distance of 1339.0 feet to a point in the easterly line of parcel No. 222-336;

thence southerly, along the easterly line of said parcel No. 222-336, a distance of 1207.6 feet to a point;

thence westerly, along a southerly line of parcel No. 222-336, a distance of 1640.1 feet to a point in the easterly line of parcel No. 545-187787;

thence southerly along the easterly line of said parcel No. 545-187787 and parcel No. 545-187789, a distance of 1674 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence southwestwesterly along the centerline of said road, a distance of 304.0 feet to a point;

thence along the westerly and southerly lines of parcel No. 545-187789, the following courses and distances:

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;

westerly, a distance of 484.2 feet to a point in the easterly right-of-way line of Morgan Road;

northerly, along said easterly right-of-way line, a distance of 166.9 feet to a point;

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

westerly, a distance of 568.0 foot to a point in the easterly right-of-way line of Morgan Road;

thence along the easterly, northerly, southerly and westerly right-of-way lines of said Morgan Road, the following courses and distances:

Continued.....



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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; and  
 southerly, a distance of 687.6 feet to a point;

thence westerly along the southerly line of parcel No. 545-187789, a distance of 1249.9 feet to a point at the northeasterly corner of parcel No. 545-212440 and 545-212439;

thence southerly along the easterly line of said parcel No. 545-212440 and 545-212439, a distance of 1233.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence northeasterly along the centerline of said road, a distance of 603.0 feet to a point;

thence northeasterly continuing along said centerline of State Route 161, a distance of 522.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-662, a distance of 620.4 feet to a point in the northerly line of parcel No. 222-217;

thence easterly along the northerly line of said parcel No. 222-217, a distance of 184.9 feet to a point;

thence southerly, a distance of 23.3 feet to a point;

thence easterly, continuing along the northerly line of parcel No. 222-217 and parcel No. 222-233, a distance of 1326.7 feet to a point in the westerly line of parcel No. 222-288;

thence northerly, along the westerly line of parcel No. 222-282, a distance of 961.2 feet to a point in the southerly line of parcel No. 222-336;

thence westerly along the southerly line of said parcel No. 222-336, a distance of 341.9 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-336, a distance of 144.0 feet to a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road);

Continued.....

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thence northeasterly along said northern right-of-way line, a distance of 854.1 feet to a point;

thence southerly, a distance of 30.0 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 848.1 feet to the northeasterly corner of Parcel No. 222-255;

thence along the easterly and southerly lines of said parcel No. 222-255, the following courses and distances:

southerly, a distance of 216.6 feet 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;

westerly, a distance of 241.2 feet to a point in the easterly line of parcel No. 222-146;

thence southerly along the easterly line of said parcel No. 222-146, a distance of 42.7 feet to a point in the northerly line of parcel No. 222-288;

thence southeasterly along the northeasterly line of parcel No. 222-288, a distance of 515.3 feet to a point at the northwesterly corner of parcel No. 222-201;

thence southeasterly along the northeasterly line of said parcel No. 222-201, a distance of 265.0 feet to a point in the centerline of State Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 250.0 feet to a point;

thence northwesterly along the southwesterly line of parcel No. 222-189, a distance of 260.0 feet to a point in the southwesterly line of parcel No. 222-288;

thence southwesterly along the southeasterly line of said parcel No. 222-288, a distance of 859.9 feet to a point;

thence continuing southwesterly along the southeasterly line of parcel No. 222-288, a distance of 316.4 feet to a point;

Continued.....

- Page 17 -

thence southeasterly along the northeasterly line of parcel No. 222-200, a distance of 310.9 feet to a point in the northwesterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence southwesterly along said right-of-way line, a distance of 244.1 feet to a point;

thence westerly along the westerly line of parcel No. 222-200 and parcel No. 222-233, a distance of 355.5 feet to a point in the easterly line of parcel No. 222-217;

thence along the easterly line of said parcel No. 222-232, the following courses and distances:

southerly, a distance of 175.9 feet to a point;

easterly, a distance of 266.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road); and

southwesterly, along the centerline of said road, a distance of 562.5 feet to a point;

thence northwesterly along a southerly line of parcel No. 222-217, a distance of 326.8 feet to a point;

thence westerly continuing along said southerly line, a distance of 158.6 feet to a point;

thence southerly, a distance of 84.9 feet to a point at the northwesterly corner of parcel No. 222-246;

thence easterly, along the northerly line of parcel No. 222-246, a distance of 173.0 feet to a point;

thence southeasterly continuing along said northerly line, a distance of 294.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 1342.7 feet to a point at the northwesterly corner of parcel No. 222-431;

thence along the northerly line of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 399.9 feet to a point;

northeasterly, a distance of 300.0 feet to a point; and

Continued.....

- Page 18 -

easterly, a distance of 492.1 feet to a point in the westerly line of parcel No. 222-218;

thence along the westerly, northerly and easterly lines of said parcel No. 222-218, the following courses and distances:

northerly, a distance of 1177.5 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 24.7 feet to a point;

southerly, a distance of 328.0 feet to a point; and

easterly, a distance of 360.9 feet to a point in a southwesterly line of parcel No. 222-283;

thence along the southwesterly, northeasterly and northerly lines of said parcel No. 222-283, the following courses and distances:

northwesterly, a distance of 486.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 61.9 feet to a point;

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 to a point at the northeasterly corner of said parcel No. 222-283;

thence southerly along the easterly line of said parcel No. 222-283 and parcel No. 222-431, a distance of 1729.1 feet to a point;

thence along the northerly, easterly and southerly lines of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 843.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along said right-of-way, a distance of 1077.8 feet to a point; and

Continued.....

- Page 19 -

westerly, a distance of 811.9 feet to a point in the easterly line of parcel No. 222-370;

thence southerly along the easterly line of said parcel No. 222-370, a distance of 645.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-370, a distance of 1450.8 feet to a point at the northeasterly corner of parcel No. 222-891;

thence southerly, along the easterly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 805.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 850.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891 and parcel No. 222-475, a distance of 1710.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence along the easterly and southerly lines of said parcel No. 222-475, the following courses and distances:

southerly, a distance of 99.7 feet to a point;

westerly, a distance of 178.0 feet to a point;

southerly, a distance of 100.0 feet to a point;

easterly, a distance of 184.6 feet to a point;

southerly, a distance of 38.0 feet to a point;

westerly, a distance of 183.9 feet to a point;

southerly, a distance of 200.0 feet to a point; and

westerly, a distance of 261.6 feet to a point at the northeasterly corner of parcel No. 222-331;

Continued.....

thence southerly, along the easterly line of said parcel No. 222-331, a distance of 303.6 feet to a point in the northerly line of parcel No. 222-358;

thence along the northerly, easterly and southerly lines of said parcel No. 222-358, the following courses and distances:

easterly, a distance of 448.2 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly, along the westerly right-of-way line of said road, a distance of 793.4 feet to a point;

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, a distance of 416.1 feet to a point in the northerly line of parcel No. 222-298;

thence along the northerly, easterly and southerly lines of said parcel No. 222-298, the following courses and distances:

easterly, a distance of 1128.5 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along the westerly right-of-way line of said road, a distance of 332.0 feet to a point; and

westerly, a distance of 1203.5 feet to a point in the easterly line of parcel No. 222-292;

thence southerly along the easterly line of said parcel No. 222-292, a distance of 1370.0 feet to the place of beginning, containing 1889.0 acres of land, more or less.

Excepting, however, the following parcels from "New Albany Country Club Section 1."

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
35	222-960	0.679
36	222-961	0.615
37	222-962	0.495
38	222-963	0.608
39	222-964	0.659
17 & 18	222-942	1.247

Continued.....

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
40	222-965	0.462
41	222-966	0.583
42	222-967	0.578
43	222-968	0.542
44	222-969	0.702
45	222-970	0.654
47	222-972	0.474
48	222-973	0.474
50	222-975	0.474
<b>Total</b>		<b>9.246 Acres</b>

Leaving a net acreage of 1881.0 acres, more or less, 683.2 acres in City of Columbus, 1182.3 acres in Village of New Albany and 15.5 acres in Plain Township.

The above described parcel has within its boundaries New Albany Country Club Section 1, Section 2, Section 3, Section 4 and Section 6A.

Conveyance  
 Amount: 2,000.<sup>00</sup>  
 2,000.<sup>00</sup>  
 COUNTY AUDITOR

200901290011037  
 Pgs: 5 \$52.00 T20090005374  
 01/29/2009 3:30PM BXTITLE FIRST  
 Robert G. Montgomery  
 Franklin County Recorder

1217  
 TRANSFERRED

JAN 29 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,

RF NC  
 120090069  
 Stewart Title Agent  
 of Columbus Box



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 27<sup>th</sup> day of January, 2009.

**GRANTOR:**

THE NEW ALBANY COMPANY LLC,  
a Delaware limited liability company

By:   
Brent Bradbury, Chief Financial Officer

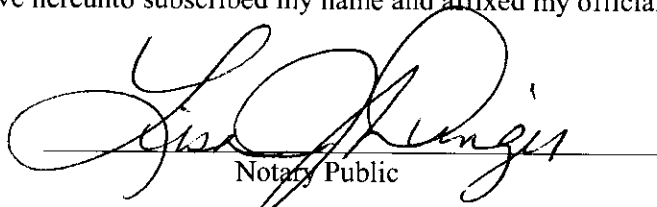
STATE OF OHIO  
COUNTY OF FRANKLIN, ss:

**BE IT REMEMBERED**, That on this 27<sup>th</sup> 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 on the day and year last aforesaid.



**LISA J. DINGER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 9/26/2011

  
Notary Public

This Instrument Prepared  
Under the Direction of:  
The New Albany Company LLC  
8000 Walton Parkway, Suite 120  
New Albany, Ohio 43054  
(614) 939-8000

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  $86^{\circ}59'22''$ , a radius of 20.00 feet, an arc length of 30.37 feet and a chord bearing and distance of North  $57^{\circ}43'53''$  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  $04^{\circ}31'13''$ , a radius of 1000.00 feet, an arc length of 78.89 feet and a chord bearing and distance of South  $81^{\circ}02'03''$  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  $95^{\circ}55'14''$ , a radius of 33.00 feet, an arc length of 55.25 feet and a chord bearing and distance of South  $35^{\circ}20'02''$  East, 49.02 feet to an iron pin set at a point of tangency;

South  $12^{\circ}37'35''$  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  $08^{\circ}57'10''$ , a radius of 308.00 feet, an arc length of 48.13 feet and a chord bearing and distance of South  $08^{\circ}09'00''$  West, 48.08 feet to an iron pin set at a point of tangency;

South  $03^{\circ}40'25''$  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  $90^{\circ}00'00''$ , a radius of 33.00 feet, an arc length of 51.84 feet and a chord bearing and distance of South  $48^{\circ}40'25''$  West, 46.67 feet to an iron pin set;

South  $03^{\circ}40'25''$  West, a distance of 106.00 feet to a magnetic nail set in the centerline of Thompson Road;

thence North  $86^{\circ}19'35''$  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  $03^{\circ}08'36''$  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  $86^{\circ}19'35''$  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  $10^{\circ}33'47''$ , a radius of 325.00 feet, an arc length of 59.92 feet and a chord bearing and distance of South  $81^{\circ}02'42''$  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  $90^{\circ}00'00''$ , a radius of 20.00 feet, an arc length of 31.42 feet and a chord bearing and distance of North  $59^{\circ}14'12''$  East, 28.28 feet to an iron pin set at a point of tangency;

North  $14^{\circ}14'12''$  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 Official Record 26621A14, Records Office, Franklin County, Ohio



EVANS, MECHWART, HAMBLETON AND TILTON, INC.

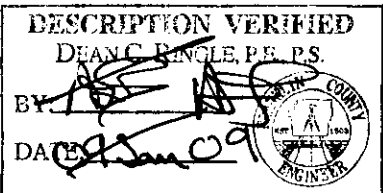
*Heather L. King*  
Heather L. King

*1/8/09*  
Date

Professional Surveyor No. 8307

HLK: jrm/January 8, 2009  
12\_314 ac 90020

0-75-H  
All of  
(222)  
362  
+  
Split 0.551 AC out of (222) 2952  
Split 6.785 AC out of (222) 820  
Split 2.922 AC out of (222) 2951



29 Jan 09

1-15-09  
A. Hobart

A. Hobart 1-15-09



**GENERAL WARRANTY DEED**



200512130262517  
Pgs: 3 \$36.00 T20050098432  
12/13/2005 3:29PM BXSTEWART TIT  
Robert G. Montgomery  
Franklin County Recorder

**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 I64448H17; Official Record 20542A01; Official Instrument 1997110045402; Official Record 33387117; 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

NR  
JR

220050029

Stewart Title Agency  
of Columbus Box

CONVEYANCE TAX  
\$ 4940.00  
JOSEPH W. TESTA

TRANSFERRED  
DEC 13 2005  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

- 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.

9th 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

By Brent Bradbury  
Brent Bradbury, Chief Financial Officer

STATE OF OHIO  
COUNTY OF FRANKLIN, ss:

**BE IT REMEMBERED**, That on this 9th day of December, 2005, 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 on the day and year last aforesaid.

Lisa J. Dinger  
Notary Public



LISA J. DINGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES SEPTEMBER 23, 2006

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**

<b>LOT NO.</b>	<b>ADDRESS</b>	<b>PARCEL NO.</b>
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  
DUBLIN, 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](mailto:account@rpmanagement.com)  
Common Area Service: [service@rpmanagement.com](mailto:service@rpmanagement.com)  
Property Manager: [cealvis@rpmanagement.com](mailto: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,

*Carolyn Alois*

Real Property Management, Inc.



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