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DECLARATION OF COVENANTS,

EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS

FOR

BLOOMFIELD HILLS

TRANSFER
NOT NECESSARY

JUN 04 2003

MELISSA A. BETZ
AUDITOR
PICKAWAY CO OHIO

INDEX

ITEM		PAGE
Background		1
COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS		2
ARTICLE I –	DEFINITIONS	2
	1. Additional Property	2
	2. Articles and Articles of Incorporation	2
	3. Assessments	2
	4. Bloomfield Hills	2
	5. Bloomfield Hills Subdivision	2
	6. Board	2
	7. Code of Regulations and Code	2
	8. Common Expenses	2
	9. Community Association	2
	10. Community Common Property	2
	11. Condominium Association	2
	12. Declarant	2
	13. Exempt Property	2
	14. Governing Documents	3
	15. Improvements	3
	16. Individual Unit\Lot Assessments	3
	17. Lot	3
	18. Member	3
	19. Occupant	3
	20. Operating Assessment	3
	21. Owner	3
	22. Person	3
	23. Rules	3
	24. Special Assessment	3
	25. Turnover Date	3
	26. Unit	3
ARTICLE II –	GOALS	4
ARTICLE III –	THE COMMUNITY ASSOCIATION	4
	A. Purposes	4
	B. Mandatory Membership	4
	C. Members	4
	D. Governance	4
	E. Powers; Authority; Duties	4
	F. Rules and Regulations	5
	G. Implied Rights	5
	H. Managing Agent	5
	I. Insurance	5
	1. Fire and Extended Coverage	5
	2. Liability Coverage	6
	3. Other	6
	4. Use of Proceeds	6
	J. Condemnation	6
	K. Books; Records	6
ARTICLE IV –	THE COMMUNITY COMMON PROPERTY	6
	A. Property To Be Subject	6
	B. Vesting of Interests	6
	C. Disposition or Mortgaging of Community Common Property	7
	D. Architectural Standards	7
	E. Uses	7
	1. General	7
	2. Businesses	7
	3. Nuisance	7
	4. Hazardous Actions or Materials	7
	5. Vehicles	7
	6. Signs	7
	7. Animals	7
	8. Trash	8
	9. Utility Lines	8

ITEM		PAGE
ARTICLE V –	ASSESSMENTS	8
	A. Types of Assessments	8
	B. Operating Assessments	8
	1. Establishment	8
	2. Apportionment	8
	3. Assessment and Collection	8
	4. Subsidization	9
	5. Due Dates	9
	C. Special Assessments	9
	D. Individual Unit\Lot Assessments	9
	1. Late Charge	10
	2. Liability for Unpaid Assessments	10
	3. Liens	10
	4. Subordination of Lien	10
	5. Contested Lien	10
	6. Notice of Discharge	10
	E. Suspension of Vote and Use of Community Common Property	10
ARTICLE VI -	EASEMENTS AND LICENSES	11
	A. Easement of Enjoyment of Community Common Property	11
	B. Right of Entry for Repair	11
	C. Easement for Utilities and Other Purposes	11
	D. Easement for Services	11
ARTICLE VII -	MISCELLANEOUS	11
	A. Term	11
	B. Enforcement	11
	C. Amendments	11
	D. Declarant's Rights to Complete Development	12
	E. Mortgagee Rights	12
	F. Indemnification	12
	G. Mutuality	12
	H. Severability	12
	I. Enforcement; Waiver	13
	J. Notices	13
	K. Attachments	13
	L. Construction	13
	M. Captions	13

ATTACHMENTS:

Additional Property (142.045 acres)	1
Additional Property (9.317 acres)	2
Additional Property (145.507 acres)	3
Possible Future Community Common Property (Common Element)	4
Possible Future Community Common Property Landscape Easements Common Elements	5

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR BLOOMFIELD HILLS

This is a declaration of covenants, easements, restrictions, assessments, and assessment liens ("the Declaration") made on or as of this 4th day of June 2003, by Dominion Homes, Inc., an Ohio corporation, (hereinafter "Declarant").

Background

The following portion of this declaration is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article I, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to understand these provisions:

1. Declarant is the owner in fee simple of the following real estate situated in the State of Ohio, County of Pickaway, Village of South Bloomfield, and described as follows:

A. Being Lots 1 through 49, inclusive, Lots 84 through 96, inclusive, two areas labeled "Open Space", and Reserve A of Bloomfield Hills Section 1, Phase 1, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slide 345, of the records of the Recorder of Pickaway County, Ohio;

B. Being Lots 50 through 83, inclusive, of Bloomfield Hills, Section 1, Phase 2, as the same are numbered, lettered, and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slide 344, of the records of the Recorder of Pickaway County, Ohio;

C. Approximately 142.045 acres of land contiguous on the west to the property described above; and

D. Approximately 9.317 acres of land contiguous on the east to the property described above.

2. Declarant has the right and option to acquire, and presently intends to acquire, all or part of approximately 145.507 acres of land contiguous on the north and west to the property identified in item 1, above.

3. Declarant presently desires and intends to develop these properties into a development, called "Bloomfield Hills," to consist of single-family homes on Lots, and perhaps single-family free-standing condominium Units, and recreation and community amenities and facilities which would serve all of Bloomfield Hills.

4. In connection with Bloomfield Hills and its plan Declarant has caused or may cause to be formed as Ohio corporations not-for-profit:

A. An association of all Lot Owners in Bloomfield Hills referred to as the "Subdivision Association", whose members will be all Lot Owners in "Bloomfield Hills Subdivision", as it may be constituted from time to time, and which will administer property within, and matters related solely to, Bloomfield Hills Subdivision and its owners and occupants;

B. An association of all Unit Owners in a proposed condominium in Bloomfield Hills referred to as the "Condominium Association", whose members will be all Unit Owners in the condominium, as it may be constituted from time to time, and which will administer property within, and matters related solely to, that condominium and its owners and occupants, and

C. An association of all Lot and Unit Owners in Bloomfield Hills, as it may be constituted from time to time, called the "Community Association", whose members will be all Lot and Unit Owners in Bloomfield Hills, and which will own and administer operation of various recreation and community amenities and facilities which would serve all of Bloomfield Hills and its Owners and Occupants.

5. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Community Association, and by this Declaration, Declarant is establishing various rights and responsibilities with respect to the property and parties subjected hereto, the Owners and Occupants of Lots and Units in Bloomfield Hills, as it and they may be constituted from time to time, the Subdivision Association, and the Condominium Association, and to these ends to delegate and assign to the Community Association the right and obligation to administer and enforce the provisions hereof, to own, and/or have easement rights with respect to, and to administer various properties and facilities for the benefit of all of Bloomfield Hills and its Owners and Occupants, and to assess and collect and disburse funds necessary to accomplish these objectives.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in Bloomfield Hills as presently constituted (described in item "1A" and item "1B" of the "Background" portion of this Declaration), Declarant hereby declares that the property described in item "1A" and item "1B" shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of this property, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns:

ARTICLE I - DEFINITIONS

The following terms used in this Declaration shall have these meanings, unless the context requires otherwise:

1. "Additional Property" -- property that may in the future be subjected to the plan provided hereby, and consists of all or any part of:

(a) property presently owned by Declarant consisting of approximately 142.045 acres described in and shown on Attachment 1;

(b) property presently owned by Declarant consisting of approximately 9.317 acres described in and shown on Attachment 2; and

(c) the approximately 145.507 acres that Declarant presently does not own but has the right to acquire described in and shown on Attachment 3; and

(d) such other property contiguous to property subject to the provisions hereof, at any time, as Declarant, in its sole discretion, may from time to time determine.

2. "Articles" and "Articles of Incorporation" -- the articles, when filed with the Secretary of State of Ohio, incorporating Bloomfield Hills Community Association ("the Community Association") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

3. "Assessments" -- charges levied by the Community Association on Units and Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Unit\Lot Assessments.

4. "Bloomfield Hills" -- a development presently planned to consist of both homes on Lots and homes that are Condominium Units, a pool house, swimming pool, and green and landscaped areas, on all or part of approximately 328.597 acres of land situated in the Village of South Bloomfield, Pickaway County, Ohio, on the west side of State Route 23, south of its intersection with State Route 316; provided that Declarant, in its sole discretion may add such other property then contiguous to property subject to the provisions hereof, at any time, as Declarant, in its sole discretion, may from time to time determine. Bloomfield Hills, as initially constituted, will consist of the property identified in item 1A and item 1B of the Background section hereof.

5. "Bloomfield Hills Subdivision" -- the premises described in item 1A and item 1B of the Background section on page one of this declaration and such portions of the Additional Property as are in the future subdivided into Lots and extensions of Bloomfield Hills Subdivision, and subjected to the provisions of this Declaration, together with all easements and appurtenances thereto.

6. "Board" -- the Board of Directors of the Community Association.

7. "Code of Regulations" and "Code" -- the code of regulations of the Community Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Community Association.

8. "Common Expenses" -- costs and expenses incurred by the Community Association in fulfilling its functions.

9. "Community Association" -- an association of all of the Owners of property in Bloomfield Hills, at any time, except owners of Exempt Property, with respect to that property, at any time. The Association has been incorporated as an Ohio non-profit corporation named "Bloomfield Hills Community Association."

10. "Community Common Property" -- all real and personal property now or hereafter acquired by the Community Association or benefited by easement to it pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Bloomfield Hills or for the operation of the Community Association.

11. "Condominium Association" -- an association to be formed when a condominium is created in Bloomfield Hills of all Unit Owners in that Condominium, and to be created as an Ohio non-profit corporation.

12. "Declarant" -- Dominion Homes, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

13. "Exempt Property" -- means the portion of the real property comprising Bloomfield Hills (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Pickaway County, the Village of South Bloomfield, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Community Association, Subdivision Association or a Condominium Association; provided in either such case, the same is not utilized as a residence.

14. "Governing Documents" -- the Community Association's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, applicable building and zoning laws, and the provisions of this Declaration.

15. "Improvements" -- all dwellings, buildings, outbuildings, sheds, garages and other structures; 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, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures or improvements of every type, constructed or maintained on Bloomfield Hills, and visible to the public.

16. "Individual Unit\Lot Assessment" -- an assessment that the Board may levy upon a Unit or Lot and its Owners to reimburse the Community Association for costs incurred solely on behalf of that Unit or Lot, or the Owners thereof, including without limitation, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Community Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to that Unit or Lot and its Owners.

17. "Lot" -- a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Bloomfield Hills, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot by Declarant, and subjected to the provisions hereof either by amendment hereto, by plat restriction, by deed restriction, or by subdivision declaration or amendments thereto, excluding Subdivision and Community Common Property and any portion thereof dedicated for public use.

18. "Member" -- any Person who is an Owner is a "Member" of the Community Association during the period of time that Person is an Owner, excepting, in all cases, Owners of Exempt Property with respect to that Exempt Property.

19. "Occupant" -- an individual lawfully residing in a Unit or a dwelling on a Lot, regardless of whether that individual is an Owner.

20. "Operating Assessment" -- an assessment that the Board may levy upon all Lots and Units, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Community Association for its operations and reasonable reserves.

21. "Owner" -- the record Owner, whether one or more Persons, of fee simple title to a Unit or Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest in a Unit or Lot merely as security for performance of an obligation.

22. "Person" -- a natural individual, trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

23. "Rules" -- the rules and regulations governing use of Community Common Property established by the Board from time to time.

24. "Special Assessment" -- an assessment that the Board may levy upon all Units and Lots, except Exempt Property, to pay for unanticipated operating deficiencies (other than those to be subsidized by Declarant), or to pay for capital expenditures not regularly budgeted and not to be paid out of reserves, such as costs for major capital improvement replacements and for major new capital improvements.

25. "Turnover Date" -- the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the time that Bloomfield Hills has been fully developed, all Improvements completed, and all Units and Lots have been sold and conveyed, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Community Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

26. "Unit" -- A discrete parcel of real property a part of Bloomfield Hills identified in a duly recorded declaration of condominium and shown on filed drawings for the condominium, or on duly

recorded or filed amendments thereto, and subjected to the provisions hereof either by amendment hereto or by declaration of condominium or amendment thereto.

ARTICLE II - GOALS

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

1. Promotion of the health, safety and welfare of all Owners and Occupants of property in Bloomfield Hills;

2. Ownership, preservation, beautification and maintenance of Bloomfield Hills' Community Common Property and all Improvements thereon;

3. Compliance with all zoning and similar governmental regulations applicable to Bloomfield Hills; and

4. Provide for mandatory membership of Unit and Lot Owners in Bloomfield Hills, as it may be constituted, from time to time, in the Community Association, and the assessment for and collection of funds to fulfill its objectives.

ARTICLE III - THE COMMUNITY ASSOCIATION

A. Purposes. The purposes of the Community Association are to own, and/or have easements with respect to, repair, maintain and regulate use of, various facilities and amenities in Bloomfield Hills, that benefit all of Bloomfield Hills and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, storm water drainage ponds and facilities, a swimming pool, pool house, and related facilities, entryway features at the entranceway or entryways into Bloomfield Hills, green and open spaces, and such other amenities as serve all of Bloomfield Hills, as determined initially by Declarant, and after Declarant no longer controls the Community Association, its Board of Directors.

B. Mandatory Membership. The Community Association is an association of all present and future Owners of Units and Lots in Bloomfield Hills, except owners of Exempt Property. Initially Members of the Community Association will consist of all Owners of Lots in Bloomfield Hills Subdivision, as presently constituted (the property described in item 1A and item 1B of the Background section of this Declaration), but will eventually include: 1) the Owners of condominium Units in Bloomfield Hills, when and as those condominium Units are created by declarations of condominium and amendments thereto, and Unit Owners subjected to mandatory membership in the Community Association by the provisions thereof or amendment hereto; and 2) the Owners of Lots in Bloomfield Hills, when and as those Lots are created by subdivision plat and subjected to the plan hereof either by amendment hereto, by plat restriction, by deed restriction, or by subdivision declaration or amendments thereto. Each such Lot and Unit in Bloomfield Hills subjected to the provisions hereof shall thereafter be held, sold, and conveyed subject to the requirement that the Owner or Owners thereof be Members of the Community Association, subject to the provisions of the Governing Documents.

C. Members. Every holder of a recorded fee simple interest in a Unit or Lot that has been subjected to the provisions hereof, except in the case of a Lot or Unit the subject of a recorded land installment contract, the vendee, or vendees under that installment contract, shall, while holding such interest, be a Member of the Community Association. However, although each such holder is a Member, there shall only be one membership per Lot or Unit, and in the event the fee simple interest in a Lot or Unit, or ownership of the vendee interest in a Lot or Unit, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Community Association as tenants in common, with respect to that Lot or Unit. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. When and as portions of Declarant's property are subdivided and created into Units by declarations of condominium or amendments thereto, or platted into Lots, and the Lots or Units therein subjected to the plan hereof, membership in the Community Association shall extend to and encompass the holders of fee simple interests in those Lots and Units (or holders of vendee interests under recorded land installment contracts with respect to those Lots and Units). 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 the membership, and there shall not be a membership appurtenant to a Lot or Unit dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot or Unit and so long as it is not utilized as a residence, nor for a Lot or Unit, if any, that becomes Community Common Property, for so long as it remains Community Common Property.

D. Governance. Voting rights of Members are set forth in the Community Association's Code of Regulations.

E. Powers; Authority; Duties. The Community Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Community Association, through its Board of Directors, shall have the power to own and/or hold

easements with respect to, and maintain, Community Common Property, enforce and administer the restrictions and covenants applicable to all or any part of Bloomfield Hills, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes. In addition the Board of Directors shall have the power to assist Condominium and Subdivision Associations in the performance of their duties and obligations and cooperate with them so that they and the Community Association may most efficiently, effectively and economically provide their respective services to the Owners and Occupants. It is contemplated that from time to time any of these associations may use the services of the other or others in the furtherance of its obligations and may contract with each other to better provide for such cooperation. Notwithstanding the foregoing, the Community Association shall not have the power or authority to expend or agree to expend, in any calendar year, more than Ten Thousand Dollars ($10,000) for new capital improvements not replacing existing improvements, without the approval of Members holding a majority of the voting power of Members.

F. Rules and Regulations. The Community Association through its Board may make and enforce reasonable Rules governing the use of the Community Common Property, the levying and collection of assessments for the operation of the Community Association, the levying and collection of administrative charges for the infraction of Rules, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Community Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Unit\Lot Assessments; (ii) suspension of the right to vote as a Member of the Community Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Community Common Property for a period not exceeding sixty (60) days, for any infraction of Rules. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations of Rules. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of Rules, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Unit or Lot whose Owner, Occupant, licensee or invitee violated that Rule, and the same shall be an Individual Unit\Lot Assessment against such Owner's Unit or Lot and such Owner.

G. Implied Rights. The Community Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

H. Managing Agent. The Board may retain and employ on behalf of the Community Association a manager, which may be Declarant, 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 one year and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

I. Insurance.

1. Fire and Extended Coverage. The Community Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Community Common Property, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

(a) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports or its successors guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;

(c) shall be written in the name of the Community Association;

(d) shall provide that the insurance carrier shall notify all first mortgagees named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy; and

(e) unless otherwise determined by the Board, shall contain a waiver of recovery rights by the carrier as to the Community Association, its Officers and Directors, and all Owners.

2. Liability Coverage. The Community Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Community Common Property insuring the Community Association, the Directors, and its Members, with such limits as the Board of Directors may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Community Association, the Board of Directors, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Community Common Property, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Community Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least ten (10) days prior written notice to the Community Association and eligible holders of first mortgage liens on a Lot or Lots or on a Unit or Units.

3. Other. The Community Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all Officers, Directors, and employees of the Community Association and all other persons handling or responsible for handling funds of the Community Association, (b) Officers' and Directors' liability insurance, (c) additional insurance against such other hazards and casualties as is required by law, and (d) any other insurance the Board deems necessary.

4. Use of Proceeds. In the event of damage or destruction of any portion of the Community Common Property, the Community Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Community 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 Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

J. Condemnation. The Community Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Community Common Property, or any portion thereof. Each Member hereby irrevocably appoints the Community Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Community Association, to be held and used for the benefit of the Members, as determined by the Board.

K. Books; Records. Upon reasonable request of any Member, the Community Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Community Association.

ARTICLE IV - THE COMMUNITY COMMON PROPERTY

A. Property To Be Subject. Initially, the Community Association will not have any Community Common Property. However, the Community Common Property may eventually consist of (1) that real property identified, described and shown on Attachment 4 attached hereto and made a part hereof, (2) the easement areas described and shown on Attachment 5 attached hereto and made a part hereof, (3) that real property created by subdivision or other plat and specified thereon to be conveyed to the Community Association, (4) easements shown or noted thereon to be held by the Community Association, (5) all property, real and personal, that Declarant determines to be Community Common Property, and so designates, and that benefits all of Bloomfield Hills and its Owners, and (6) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Community Association.

B. Vesting of Interests. Easement rights to the Community Association set forth in subdivision or other plats, in condominium declarations and amendments thereto, or in easement documents shall become Community Common Property and vested in the Community Association upon the recording of those documents. Except as otherwise provided herein, property to be owned by the Community Association, shall be conveyed to the Community Association by Declarant, by limited warranty deed, free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, and all other liens and encumbrances of record or otherwise affecting property. The Community Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

The Community Association shall accept "as is" the conveyance of such property from Declarant without any representation or warranty, express or implied, in fact or by law, with respect thereto, 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, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Community Common Property, the Community Association and all Owners release Declarant from any claims and warrant that no claim shall be made by the Community 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.

C. Disposition or Mortgaging of Community Common Property. No Community Common Property shall be disposed of except as otherwise provided or permitted in the Governing Documents, provided that, in any event, no Community Common Property may be mortgaged or conveyed without the consent of Members exercising not less than seventy-five percent (75%) of the voting power of Members.

D. Architectural Standards. Subject to the other provisions of the Governing Documents, requiring Members' approvals, the construction, replacement, or modification of Improvements on the Community Common Property shall be determined by Declarant until the Turnover Date, or such earlier time as it in its sole discretion determines, and thereafter by the Board or its designee. Subject to the foregoing, the Board shall have the exclusive authority, by action of a majority of its Members, to determine the architectural standards which shall govern the construction, replacement and modification of Improvements on the Community Common Property. No Improvements a part of the Community Common Property shall be constructed, replaced or modified (which shall including staking, clearing, excavating, grading, and other site work) unless and until approved as herein set forth.

E. Uses.

1. General. The Community Common Property may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the maintenance of Bloomfield Hills. All uses of the Community 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 other Governing Documents, and the laws of the State of Ohio, and no use shall be made of the Community Common Property, or any part thereof except as authorized by the Board, from time to time, in its sole discretion.

2. Businesses. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Community Common Property, without the prior written approval of the Board, and then only if the purpose of the business is to provide a service or product deemed desirable by the Board to promote or enhance the use of the Community Common Property or facilities a part thereof, or Bloomfield Hills as a whole.

3. Nuisance. No noxious or offensive activity shall be permitted on all or any part of the Community Common Property.

4. Hazardous Actions or Materials. Nothing shall be done on or kept in any portion of the Community Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Common Property, or that might or that does unreasonably disturb the quiet occupancy of any Owner or Occupant. These provisions shall not be construed so as to prohibit Declarant or any other builder in Bloomfield Hills from construction activities consistent with reasonable residential construction practices.

5. Vehicles. The Board shall have the power and authority to create Rules concerning the use and parking of any vehicles on Community Common Property and to prohibit the same or any type thereof. In addition to its authority to levy Individual Unit\Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules. No trailers, boats or campers or similar items shall be permitted on the Community Common Property at any time.

6. Signs. No signs of any character shall be erected, posted or displayed on Community Common Property except: (a) temporary marketing signs approved by Declarant and installed by Declarant while marketing available Lots and/or Units in Bloomfield Hills, and (b) signs relative to the Community Common Property or public streets installed by Declarant or the Community Association.

7. Animals. No animal, livestock, reptile, or poultry of any kind shall be permitted on, kept, bred, boarded or raised on any part of the Community Common Property, unless expressly permitted by the Rules, and subject to such limitations as the Board may determine.

8. Trash. Except for the reasonably necessary activities of Declarant during the development of Bloomfield Hills, no burning or storage of trash of any kind shall be permitted on Community Common Property.

9. Utility Lines. All utility lines in Community Common Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

ARTICLE V - ASSESSMENTS

A. Types of Assessments. Subject to the provisions of this Article, each Lot and Unit and its Owner or Owners, shall be subject to the following Assessments, the Owner or Owners of which Lot or Unit by acceptance of a deed to a Lot or Unit (whether or not it shall be so expressed in such deed) covenant and agree to pay to the Community Association: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Unit\Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Community Common Property, or by abandoning that Owner's Lot or Unit.

B. Operating Assessments. For the purposes of providing funds to pay Common Expenses consisting of:

-the cost of the maintenance, repair, replacement, and other services to be provided by the Community Association;

-the costs for insurance and bond premiums to be provided and paid for by the Community Association;

-the cost for utility services, if any, charged to or otherwise properly payable by the Community Association;

-the costs for construction of new, capital improvements on Community Common Property not replacing capital improvements installed by Declarant;

-the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Community Association, in an amount deemed adequate by the Board of Directors;

-an amount deemed adequate by the Board of Directors to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

-the costs for the operation, management and administration of the Community Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Community Association not otherwise herein specifically excluded;

the Board of Directors shall annually establish the total of those anticipated operating costs and allocate to each Lot or Unit and the Owners subject to the same, and its Owners, an equal pro rata share of such Common Expenses, subject to the limitations hereinafter described:

1. Establishment. Prior to the closing of the sale of the first Unit or Lot to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

2. Apportionment. For such part year, and for each calendar year thereafter, the Board shall apportion an equal pro rata share of such estimated Common Expenses to each Lot and Unit reasonably estimated to be subject to the same, and assess each Lot or Unit and its Owner or Owners an equal share.

3. Assessment and Collection.

(a) As to Lots: Commencing the first full month after a Lot has been created by subdivision plat and subjected to the provision hereof, the Lot and its Owner or Owners shall be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Lot determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year

from the time the Lot became subject to Operating Assessments is to twelve.

(b) As to Units: Each Unit from and after the first calendar month following the month in which the Unit is created by the recording of a condominium declaration and drawings, or amendments thereto, and subjected to the provisions hereof shall be assessed Operating Assessments for the calendar year, or part year, provided that the apportioned amount per Unit, determined as provided in item 2, of this section, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Unit became subject to Operating Assessments is to twelve.

Notwithstanding the foregoing, or any other provision hereof, in the interests of administration efficiency, instead of billing the individual Lot Owners and Unit Owners for such shares, the Community Association shall render statements for those shares of Lot Owners to the Subdivision Association and for those shares of Unit Owners to the Condominium Association, and the Subdivision Association and the Condominium Association, as the case may be, shall pay those shares and charge their individual Unit Owners and Lot Owners, and their Lots and Units, their respective shares of those Community Association charges. The lien rights and other remedies available to (a) the Subdivision Association with respect to Lots, and the assessment and collection of charges of interest, fees and other charges with respect thereto, and (b) the Condominium Association with respect to Units and the assessment and collection of charges of interest, fees and other charges with respect thereto, (as set forth in their respective governing documents, shall be applicable to each Lot or Unit, as the case may be, and its Owners, and shall be assessed, collected and enforced by the Subdivision Association, in the case of Lot Owners, and by the Condominium Association, in the case of Unit Owners.

4. Subsidization. Notwithstanding the foregoing, or any provisions hereof, until the earlier of the Turnover Date or January 1, 2005, Declarant shall subsidize those costs to the extent they exceed the sum of $16.00 per month per Lot or Unit so assessed a share of those estimated funds needed.

5. Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board of Directors may from time to time determine. Notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to the Owners charged to pay the same not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

C. Special Assessments. The Board may allocate to Lots and Units subject to Operating Assessments Special Assessments to pay for additional Common Expenses such as capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies (other than those which are to be subsidized by Declarant) or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots and Units on the same basis as Operating Assessments are to be allocated, and the Community Association shall render statements therefore to the Condominium and Subdivision Associations for the respective shares of their Owners as aforesaid.

D. Individual Unit\Lot Assessments. The Board of Directors may levy an Individual Unit\Lot Assessment against any Lot or Unit and the Owners thereof to reimburse the Community Association for costs incurred solely on behalf of that Unit or Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, administrative and enforcement charges by the Community Association reasonably determined to be an Individual Unit\Lot Assessment by the Board of Directors. Upon its determination to levy an Individual Unit\Lot Assessment, the Board of Directors shall give the affected Owner written notice and the right to be heard by the Board of Directors or a duly appointed committee thereof in connection with such Individual Unit\Lot Assessment ten (10) days prior to the effective date of the levy of any such Individual Unit\Lot Assessment. The Board of Directors may levy an Individual Unit\Lot Assessment in the nature of an administrative charge reasonably determined by the Board of Directors against the Lot or Unit of any Owner who violates the Community Association's Rules, or any provision of the Governing Documents, or who suffers or permits the members, guests, invitees or tenants of that Owner's Lot or Unit to violate the same. Alternatively, at the sole option and discretion of the board of directors of 1) the Subdivision Association, in the case of the levy of an Individual Unit\Lot Assessment against a Lot and its Owner or Owners, and 2) the Condominium Association, in the case of the levy of an Individual Unit/Lot Assessment against a Unit and its Owner or Owners, that board, on request from the Board of the Community Association, may elect to assess and collect that Individual Unit\Lot Assessment against that Unit or Lot and its Owner or Owners, and if successful in obtaining recovery, remit the proceeds, after all costs of collection, including reasonable attorney fees, to the Community Association. In the event that the Community Association itself assesses and collects an Individual Unit\Lot Assessment, or if for any reason a Condominium or Subdivision Association fails or refuses to collect and remit any Operating Assessment or Special

Assessment, the Community Association may assess and collect the same, and, in any such case the following shall apply with respect thereto:

1. Late Charge. If the Individual Unit\Lot Assessment remains unpaid for ten (10) days after it becomes due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

2. Liability for Unpaid Assessments. Each such Individual Unit\Lot Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot or Unit charged the same, beginning on the date the Individual Unit\Lot Assessment became due and payable. The Board may authorize the Community Association to institute an action at law on behalf of the Community Association against the Owner or Owners personally obligated to pay any delinquent Individual Unit\Lot Assessment.

3. Liens. All unpaid Individual Unit\Lot Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Community Association and a lien on the Lot or Unit against which the Individual Unit\Lot Assessment was levied. If any Individual Unit\Lot Assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Community Association to file a certificate of lien for all or any part of the unpaid balance of that Individual Unit\Lot Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot or Unit which the lien encumbers, the name of the Owner or Owners of that Lot or Unit, and the amount of the unpaid portion of the Individual Unit\Lot Assessment. The certificate may be signed by any officer, authorized agent or the manager of the Community Association or its authorized representative. Upon the filing of the certificate, the subject Lot or Unit shall be encumbered by a continuing lien in favor of the Community Association. The Individual Unit\Lot Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Individual Unit\Lot Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Lot or Unit recorded prior to the date on which such lien of the Community Association arises, and any holder of such first mortgage which comes into possession of a Lot or Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Individual Unit\Lot Assessments against the mortgaged Lot or Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

5. Contested Lien. Any Owner or Owners who believe that an Individual Unit\Lot Assessment chargeable to that Owner or Owner's Lot or Unit (for which a certificate of lien has been filed) has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas of Pickaway County for the discharge of that lien and/or a declaratory judgment that such Individual Unit\Lot Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Individual Unit\Lot Assessment has been improperly charged to that Lot or Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Individual Unit\Lot Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Community Association, setting forth whether the Individual Unit\Lot Assessments on a specified Lot or Unit have been paid. This certificate shall be conclusive evidence of payment of any Individual Unit\Lot Assessment therein stated to have been paid.

E. Suspension of Vote and Use of Community Common Property. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Community Association matters and privileges to use the Community Common Property, and to vote, as a Member of the Community Association, shall be suspended until all delinquencies are paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot or Unit.

ARTICLE VI - EASEMENTS AND LICENSES

A. Easement of Enjoyment of Community Common Property. Every Owner shall have a right and easement (in common with all other Owner(s)) of enjoyment upon the Community Common Property, other than that consisting of an easement, which right shall be appurtenant to, and shall pass with the title to, that Person's Lot or Unit, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of enjoyment to Occupants, licensees and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Community Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots and Units, for the purpose of performing the Community Association's rights or obligations set forth herein. The Community Association may enter any Lot or Unit to maintain, repair, and replace the Community Common Property, if necessary, 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 Community Association, through its Board, may convey easements over the Community Common Property to any Person for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to Bloomfield Hills and to any Person for such other purposes as the Board deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of that Owner's property.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Community Association (but not to the public in general) to enter upon the Community Common Property to perform their duties.

ARTICLE VII - MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of forty (40) years, from and after the date that this Declaration is filed for record with the Recorder of Pickaway County, Ohio and thereafter the Declaration shall automatically renew forever for successive periods of ten years each unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

B. Enforcement. The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Community Association, the Condominium Association, the Subdivision Association, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or rule 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) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements 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 any Community Common Property. Both before and after the Turnover Date, Declarant may unilaterally amend the provisions hereof, 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 or Units, (c) necessary to conform to the requirements of the secondary mortgage market, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners have thereof consented to such amendment in writing. 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. Declarant 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 portions of Declarant's property to the provisions hereof by virtue of the recording of condominium declarations, or amendments thereto, subjecting Units to the provisions hereof, by the recording of subdivision declarations, plats or deed restrictions, or amendments thereto, subjecting Lots to the provisions hereof, or by amendments hereto submitting Units or Lots to the provisions hereof. Such an amendment made by Declarant shall not require the joinder or signature of the Community Association, other Owners, mortgagees, or any other person.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Members and provided that the consent of all Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners,

or the fundamental purpose for which the Community Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Community Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Pickaway County, Ohio.

D. Declarant's Rights to Complete Development. Declarant, its successors and assigns, 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 in Bloomfield Hills owned by it; (c) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by it; or (d) post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within Bloomfield Hills. Further, Declarant shall have the right of ingress and egress through the streets, paths and walkways located in Community Common Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by it or to construct, alter, remodel, demolish or replace any Improvements on any Community Common Property or any property owned by it as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require it to seek or obtain the approval of the Community Association or the Board for any such activity or Improvement on any Community Common Property or any property owned by it. Nothing contained herein shall limit or impair the reserved rights of Declarant provided in this Declaration.

E. Mortgagee Rights. Any institutional holder or insurer of a first mortgage upon any Lot or Unit, upon written request to the Community Association (which request shall state the name and address of such holder or insurer and a description of the Lot or Unit) shall be entitled to timely written notice of:

1. Any proposed amendment of this Declaration;

2. Any proposed termination of the Community Association; and

3. Any default under the provisions hereof which gives rise to a cause of action by the Community Association against the Owner of the Lot or Unit subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

F. Indemnification. The Community Association shall indemnify every Officer and Director of the Community Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which that individual may be a party by reason of being or having been an Officer or Director. The Officers and Directors 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 Officers and Directors of the Community Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association, and the Community Association shall indemnify and forever hold each such Officer and Director 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 Officer or Director, or former Officer or Director, may be entitled by law or the provisions of any other Governing Document.

G. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Condominium Subdivision and the Community Association, and the present and future Owners of Units or Lots in Bloomfield Hills, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

H. Severability. If any article, section, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, 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. Enforcement; Waiver. Failure of Declarant, the Community, Condominium or Subdivision Association or any Owner to enforce any provision of this Declaration, Rules, or the Governing Documents in any matter shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot or Unit, each Owner thereof is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of the provisions hereof, or other Governing Documents.

J. Notices. Notices to an Owner shall be given in writing by personal delivery or at the Lot, if a residence has been constructed on such Lot, or at the Unit, if the Owner is a Unit Owner, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot or Unit last shown by the records of the Community Association, or as otherwise designated in writing by the Owner.

K. Attachments. The attachments hereto are a part of this Declaration as if set forth in full herein.

L. Construction. In interpreting words and phrases 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.

M. 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.

IN TESTIMONY WHEREOF, Declarant has duly caused the execution of this Declaration on its behalf on or as of the date hereafter set forth.

DOMINION HOMES, INC.,
an Ohio corporation

By _____
Robert A. Meyer, Jr., Senior Vice-President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged and executed before me by Robert A. Meyer, Jr., Senior Vice-President of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation, this 11 day of June 2003.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

CALVIN T. JOHNSON, JR., ATTORNEY-AT-LAW
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Calvin T. Johnson, Jr., Esq., Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215.

DEC OF COVENANTS\BLOOMFIELD HILLS\6/3/03

ATTACHMENT 1

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property
(142.045 acres)

DESCRIPTION OF 142.045 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Sections 15 and 16, Township 2, Range 22, Congress Lands and being allof that 71.977 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record Page , part of that original 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340 and part of a 10.000 acre tract conveyed to Dominion Homes, Inc., by deed of record in Official Record 294, Page 116, records of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGINNING, at a point at the southwest corner of Lot 65 of BLOOMFIELD HILLS SECTION 1 PHASE 2, a subdivision of record in Plat Cabinet 1, Slide 344, said point also being in the line common to said original 108.244 acre tract and a 93.07 acre tract conveyed to Carol C. Harman by deed of record in Deed Book 341, Page 382;

Thence North 86° 48' 31" West, a distance of 2321.89 feet, along the line common to said original 108.244 acre tract and said 93.07 acre tract, to a point;

Thence South 15° 43' 39" East, a distance of 140.41 feet, along the easterly line of said 71.977 acre tract, to a point;

Thence South 69° 51' 21" West, a distance of 1995.90 feet, along the southerly line of said 71.977 acre tract and the north line of a 440.625 acre tract conveyed to Carol C. Harman by deed of record in Deed Book 341, Page 382, to a point at a common corner of said 71.977 acre tract and said 440.625 acre;

Thence the following five (5) courses and distances along the westerly line of said 71.977 acre tract;

1. North 32° 25' 59" West, a distance of 215.44 feet, to a point;
2. North 37° 47' 33" West, a distance of 496.92 feet, to a point;
3. North 42° 29' 10" West, a distance of 485.24 feet, to a point;
4. North 46° 27' 21" West, a distance of 279.40 feet, to a point;
5. North 32° 21' 52" West, a distance of 99.13 feet, to a point;

Thence North 71° 38' 36" East, a distance of 2160.37 feet, along the north line of said 71.977 acre tract and the south line of that original 187.96 acre tract conveyed to Virginia H. Bazler and Nancy H. Richard by deed of record in Official Record 191, Page 668 and Official Record 191, Page 671, to a point;

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property
(142.045 acres)

Thence South 87° 16' 24" East, a distance of 2514.74 feet, along the north line of said 71.977 acre tract and said original 108.244 acre tract, to a point at the southwest corner of said 10.000 acre tract;

Thence North 03° 11' 29" East, a distance of 322.29 feet, along the west line of said 10.000 acre tract, to a point;

Thence South 86° 48' 31" East, a distance of 934.34 feet, along the north line of said 10.000 acre tract, to a point in the west line of said 5.000 acre tract conveyed to Board of Township Trustees, Harrison Township by deed of record in Official Record 165, Page 182;

Thence South 02° 44' 08" West, a distance of 294.90 feet, along the line common to said 10.000 acre tract and said 5.000 acre tract, to a point;

Thence South 87° 16' 24" East, a distance of 131.32 feet, along the line common to said 10.000 acre tract and said 5.000 acre tract, to a point at the northwest corner of BLOOMFIELD HILLS SECTION 1 PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345;

Thence South 03° 11' 29" West, a distance of 181.73 feet, along the west line of said BLOOMFIELD HILLS SECTION 1 PHASE 1, to a point in the north right-of-way line of said Bloomfield Hills Drive;

Thence North 86° 48' 31" West, a distance of 275.00 feet, along the north right-of-way line of said Bloomfield Hills Drive, to a point;

Thence the following seven (7) courses and distances along the right-of-way of Dowler Drive, as shown on the record plat of said BLOOMFIELD HILLS SECTION 1 PHASE 1 and BLOOMFIELD HILLS SECTION 1 PHASE 2, as subdivision of record in Plat Cabinet 1, Slide 344:

1. Along a curve to the right having a central angle of 90° 00' 00, a radius of 30.00 feet, an arc length of 47.12 feet, a chord which bears North 41° 48' 31" West, a chord distance of 42.43 feet, to a point;

2. North 03° 11' 29" East, a distance of 153.00 feet, to a point;

3. Along a curve to the left having a central angle of 10° 48' 59", a radius of 336.00 feet, an arc length of 63.43 feet, a chord which bears North 02° 13' 00" West, a chord distance of 63.34 feet, to a point;

4. South 82° 22' 31" West, a distance of 72.00 feet, to a point;

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property
(142.045 acres)

5. Along a curve to the right having a central angle of 10° 48' 59", a radius of 264.00 feet, a chord which bears South 02° 13' 00" East, a chord distance of 49.76 feet, to a point;

6. South 03° 11' 29" West, a distance of 616.00 feet, to a point;

7. Along a curve to the right having a central angle of 60° 55' 53", a radius of 258.00 feet, an arc length of 274.37 feet, a chord which bears South 33° 39' 26" West, a chord distance of 261.62, to a point;

Thence South 25° 52' 38" East, a distance of 231.10 feet, along the west line of Lot 66 of said BLOOMFIELD HILLS SECTION 1 PHASE 2, to a point in the northwest line of Lot 65 of said BLOOMFIELD HILLS SECTION 1 PHASE 2;

Thence South 34° 15' 08" West, a distance of 32.11 feet, along the northwest line of said Lot 65, to the **Point of Beginning,** and containing 142.045 acres, more or less.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed by R.D. Zande & Associates.

The above description is not intended to be used for the transfer of real property.

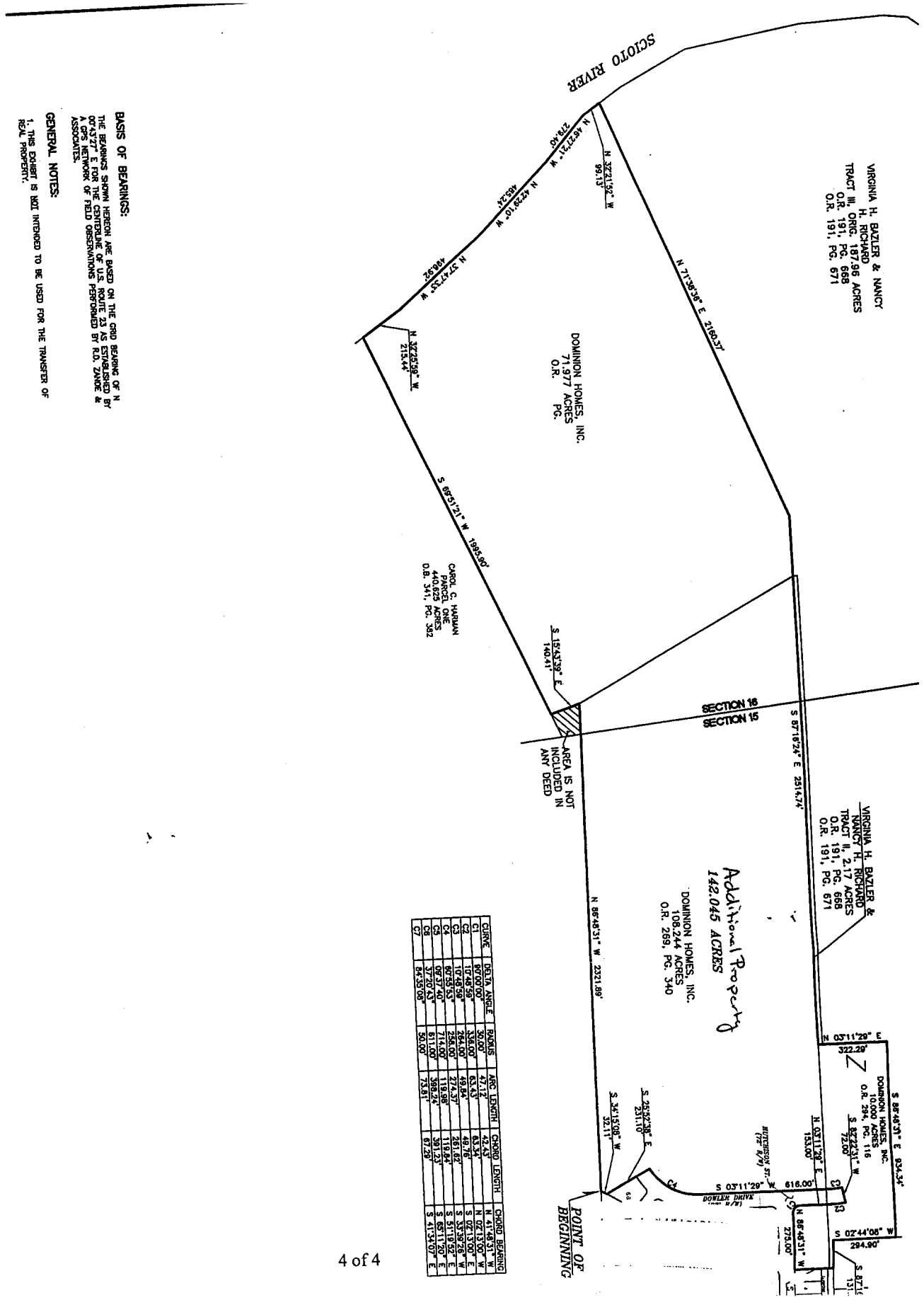
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ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Additional Property
(142.045 acres)



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90°00'00"	30.00'	47.12'	42.43'	N 41°48'31" W
C2	10°48'59"	336.00'	63.43'	63.34'	N 04°13'00" E
C3	10°48'59"	264.00'	49.84'	49.76'	S 04°13'00" W
C4	60°39'43"	258.00'	274.37'	261.82'	S 54°38'28" W
C5	09°35'40"	714.00'	119.58'	119.44'	S 51°19'57" E
C6	37°30'43"	611.00'	398.24'	391.23'	S 68°11'20" E
C7	84°35'06"	50.00'	73.81'	67.29'	S 41°34'07" E

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF N 04°43'27" E FOR THE CENTERLINE OF U.S. ROUTE 23 AS ESTABLISHED BY A GPS NETWORK OF FIELD OBSERVATIONS PERFORMED BY R.D. ZANDE & ASSOCIATES.

GENERAL NOTES:

1. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR THE TRANSFER OF REAL PROPERTY.

ATTACHMENT 2

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property
(9.317 acres)

DESCRIPTION OF 9.317 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Section 15, Township 2, Range 22, Congress Lands and being part of an original 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340, all records herein of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGINNING at a point at the southeast corner of Lot 10, as shown and delineated on the record plat of BLOOMFIELD HILLS, SECTION 1, PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345, also being in the north line of a 93.07 acre tract (Parcel Two), conveyed to Carol C. Harman by deed of record in Deed Book 341, Page 382;

Thence the following two (2) courses and distances along the east lines of said BLOOMFIELD HILLS, SECTION 1, PHASE 1:

1. North 03°11'29" East, a distance of 607.99 feet, to a point;

2. North 33°51'20" East, a distance of 125.76 feet, to a point in the southerly right-of-way line of Bloomfield Hills Drive (72 feet-wide);

Thence the following five (5) courses and distances along the southerly right-of-way line of said Bloomfield Hills Drive:

1. Along a curve to the right, having a central angle of 09°37'40", a radius of 714.00 feet, an arc length of 119.98 feet, a chord which bears South 51°19'52" East, a chord distance of 119.84 feet, to a point;

2. South 46°31'02" East, a distance of 126.04 feet, to a point;

3. Along a curve to the left, having a central angle of 37°20'40", a radius of 611.00 feet, an arc length of 398.24 feet, a chord which bears South 65°11'21" East, a chord distance of 391.23 feet, to a point;

4. Along a curve to the right, having a central angle of 84°35'08", a radius of 50.00 feet, an arc length of 73.81 feet, a chord which bears South 41°34'07" East, a chord distance of 67.29 feet, to a point;

Thence South 89° 16' 33" East, a distance of 120.00 feet, to a point in the centerline of said U.S. Route 23;

ATTACHMENT 2 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property
(9.317 acres)

Thence South 00° 43' 27" West, a distance of 378.70 feet, along the centerline of said U.S. Route 23, to a point at the common corner of said original 108.244 acres and said 93.07 acre tract;

Thence North 86°48'31" West, a distance of 805.13 feet, along the line common to said original 108.244 acre tract and said 93.07 acre tract, to the **POINT OF BEGINNING**, containing 9.317 acres, more or less.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed by R.D. Zande & Associates.

The above description is not intended to be used for the transfer of real property.

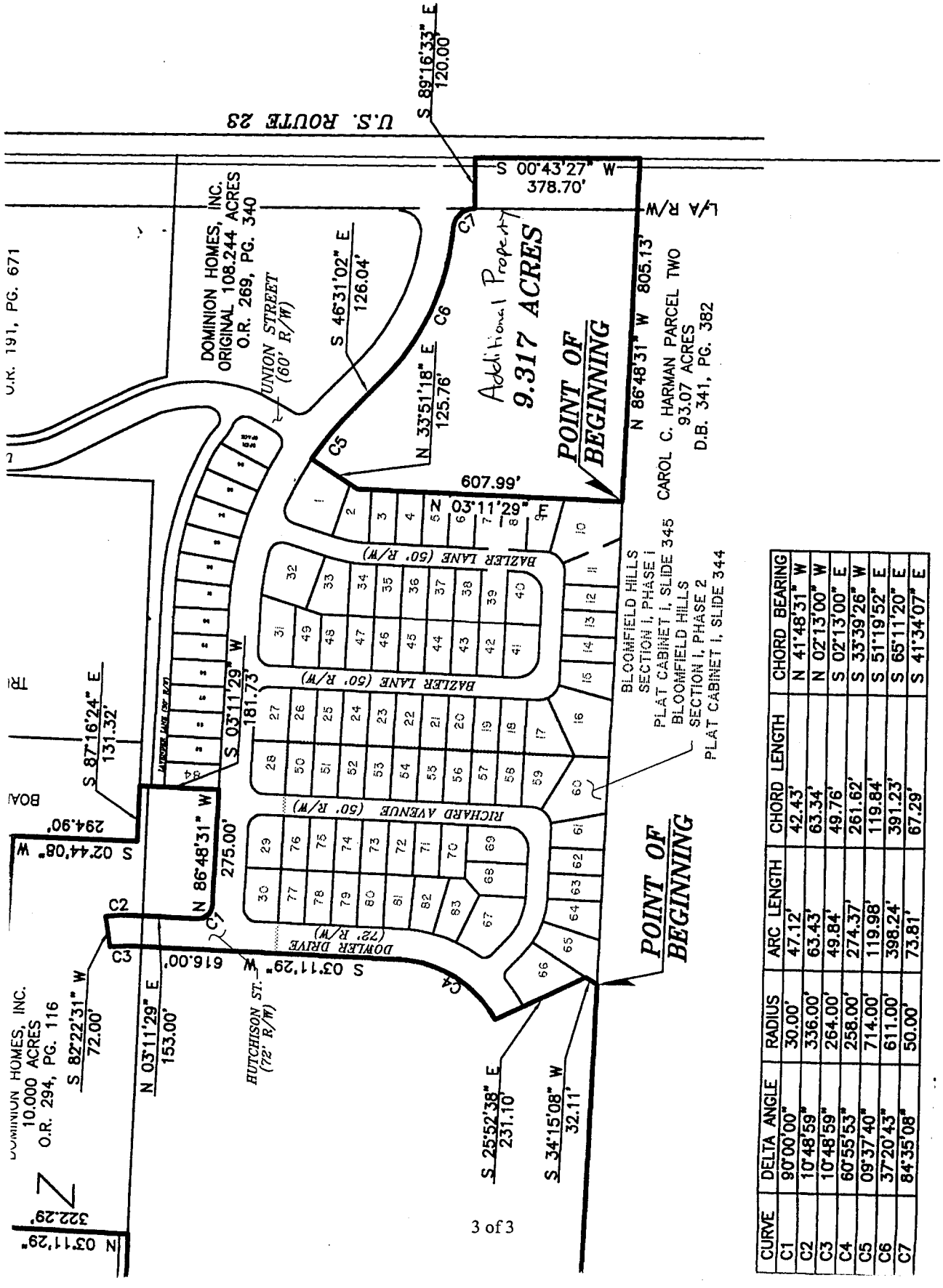
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ATTACHMENT 2 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Additional Property
(9.317 acres)



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90°00'00"	30.00'	47.12'	42.43'	N 41°48'31" W
C2	10°48'59"	336.00'	63.43'	63.34'	N 02°13'00" W
C3	10°48'59"	264.00'	49.84'	49.76'	S 02°13'00" E
C4	60°55'53"	258.00'	274.37'	261.62'	S 33°39'26" W
C5	09°37'40"	714.00'	119.98'	119.84'	S 51°19'52" E
C6	37°20'43"	611.00'	398.24'	391.23'	S 65°11'20" E
C7	84°35'08"	50.00'	73.81'	67.29'	S 41°34'07" E

ATTACHMENT 3

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property (Not Now Owned)
(145.507 acres)

DESCRIPTION OF A 145.507 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Sections 15 and 16, Township 2, Range 22, Congress Lands and being part of an original 187.96 acre tract (Tract III) conveyed to Virginia H. Bazler and Nancy H. Richard by deed of record in Official Record 191, Page 668 and Official Record 191, Page 671, and part of a 2.17 acre tract (Tract II) conveyed to Virginia H. Bazler and Nancy H. Richard by deed of record in Official Record 191 Page 668 and Official Record 191 Page 671, all records herein of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGIN FOR REFERENCE, at a point at the northwest corner of a 0.953 acre tract, designated as Open Space, Reserve A, as shown and delineated on the record plat of BLOOMFIELD HILLS, SECTION 1, PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345, also being in the south line of a 5.000 acre tract conveyed to the Board of Township Trustees, Harrison Township, by deed of record in Official Record 165, Page 182;

Thence the following two (2) courses and distance along the lines common to said 5.00 acre tract and a 10.00 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 294 Page 116;

1. North 87°16'24" West, a distance of 131.32 feet, to a point;

2. North 02°44'08" East, a distance of 168.09 feet, to the **POINT OF TRUE BEGINNING;**

Thence North 86°48'31" West, a distance of 934.34 feet, along the northerly line of said 10.00 acre tract to a point;

Thence South 03°11'29" West, a distance of 322.29 feet, along the westerly line of said 10.00 acre tract, to a point in the southerly line of said 2.17 acre tract;

Thence North 87°16'24" West, a distance of 2514.74 feet, along the southerly line of said 2.17 acre tract and partly along the southerly line of said original 187.96 acre tract, to a point;

Thence South 71°38'36" West, a distance of 2160.37 feet, along the southerly line said original 187.96 acre tract to a point;

Thence the following six (6) courses and distances along the westerly line of said original 187.96 acre tract;

1. North 32°21'52" West, a distance of 122.82 feet, to a point;

2. North 25°10'55" West, a distance of 353.73 feet, to a point;

ATTACHMENT 3 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Additional Property (Not Now Owned)
(145.507 acres)

3. North 06°59'27" West, a distance of 546.31 feet, to a point;
4. North 00°13'47" East, a distance of 395.66 feet, to a point;
5. North 10°10'35" East, a distance of 117.34 feet, to a point;
6. North 39°10'02" East, a distance of 457.84 feet, to a point in a southwesterly corner of SCIOTO ESTATES INC., a subdivision of record in Plat Book 7, Page 171;

Thence the following six (6) courses and distances along the lines common to said original 187.96 acre tract and said SCIOTO ESTATES INC.;

1. South 86°14'15" East, a distance of 908.36 feet, to a point;
2. South 84°44'16" East, a distance of 223.08 feet, to a point;
3. North 89°45'44" East, a distance of 139.92 feet, to a point;
4. South 83°59'16" East, a distance of 384.12 feet, to a point;
5. South 82°14'16" East, a distance of 388.74 feet, to a point;
6. South 86°49'16" East, a distance of 3484.55 feet, to a point in the westerly line of said 5.00 acre tract;

Thence South 02°44'08" West, a distance of 636.97 feet, along the westerly line of said 5.00 acre tract, to the **POINT OF TRUE BEGINNING**, containing 145.507 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed by R.D. Zande & Associates.

This description is not intended for transfer of real property.

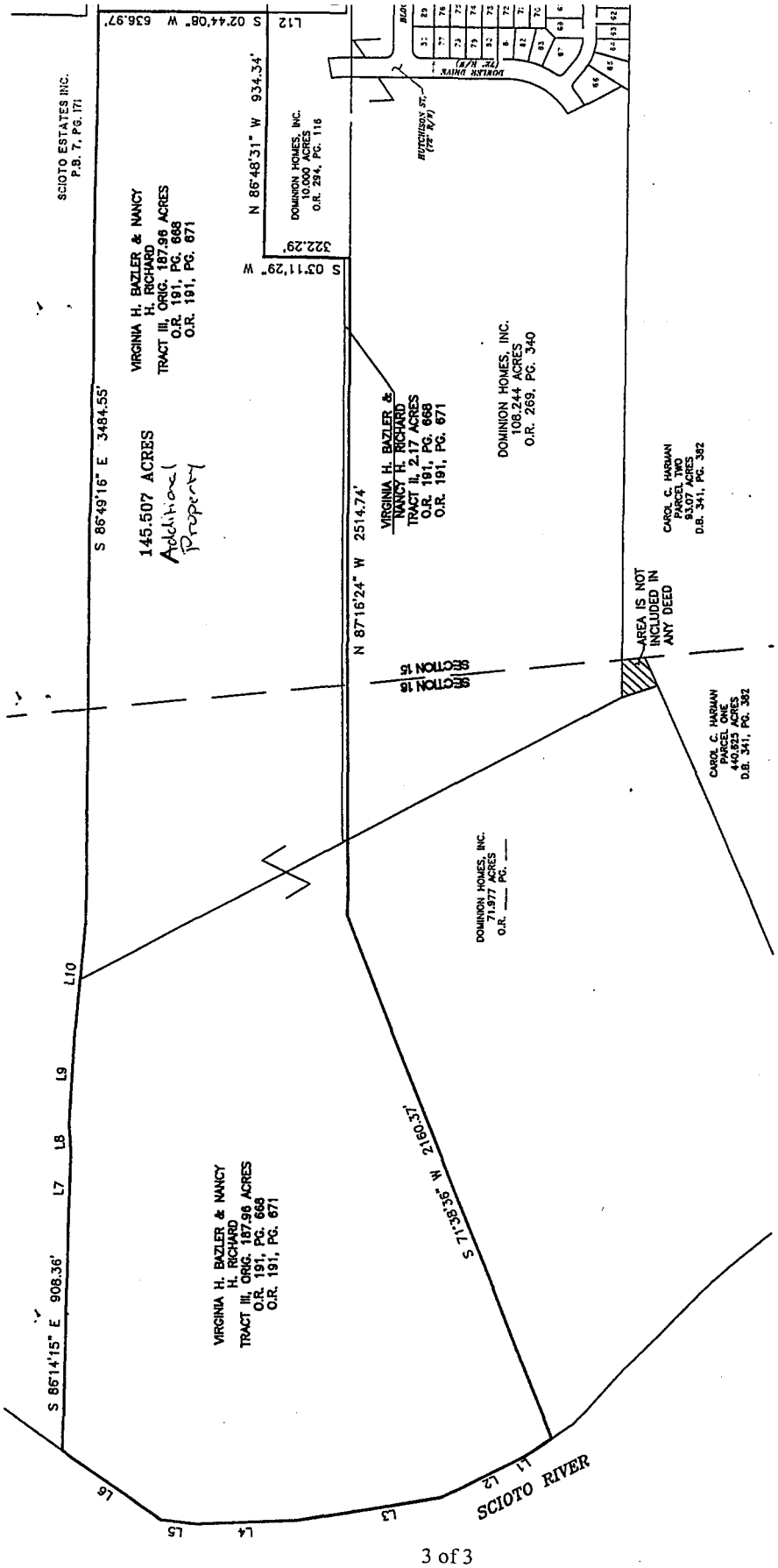
R.D. ZANDE & ASSOCIATES, INC.

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ATTACHMENT 3 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Additional Property (Not Now Owned)
(145.507 acres)



ATTACHMENT 4

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Property

DESCRIPTION OF 1.785 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Section 15, Township 2, Range 22, Congress Lands and being part of an 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340 and part of a 10.000 acre tract conveyed to Dominion Homes, Inc., by deed of record in Official Record 294, Page 116, all records herein of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGINNING, at a point at the northwest corner of a 0.953 acre tract, designated as Open Space, Reserve A, as shown and delineated on the record plat of BLOOMFIELD HILLS, SECTION 1, PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345, also being in the south line of a 5.000 acre tract conveyed to the Board of Township Trustees, Harrison Township, by deed of record in Official Record 165, Page 182;

Thence South 03°11'29" West, a distance of 181.73 feet, along a westerly line of said BLOOMFIELD HILLS, SECTION 1, PHASE, to a point in the northerly right-of-way line of Bloomfield Hills Drive (72 feet-wide);

Thence North 86°48'31" West, a distance of 275.00 feet, along the northerly right-of-way line of said Bloomfield Hills, to a point;

Thence along a curve to the right, having a central angle of 90°00'00", a radius of 30.00 feet, an arc length of 47.12 feet, a chord which bears North 41°48'31" West, a chord distance of 42.43 feet, to a point in the easterly right-of-way line of Hutchison Street (72 feet-wide);

Thence North 03°11'29" East, a distance of 153.00 feet, along the easterly right-of-way line of said Hutchinson Street, to a point;

Thence along a curve to the left, having a central angle of 21°27'31", a radius of 336.00 feet, an arc length of 125.84 feet, a chord which bears North 07°32'16" West, a chord distance of 125.10 feet, partly along the easterly right-of-way line of said Hutchinson Street, and partly over and across said 10.000 acre tract, to a point;

Thence South 87°15'52" East, a distance of 195.97 feet, over and across said 10.000 acre tract, to a point in the west line of said 5.000 acre tract;

Thence the following two (2) courses and distance along the lines of said 5.000 acre tract:

1. South 02°44'08" West, a distance of 126.81 feet, to a point;

ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Property

2. South 87°16'24" East, a distance of 131.32 feet, to the **POINT OF BEGINNING**, containing 1.785 acres, more or less, and being subject to all easements, restrictions, and right-of-ways of record.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed by R.D. Zande & Associates.

This description is not intended for transfer of real property.

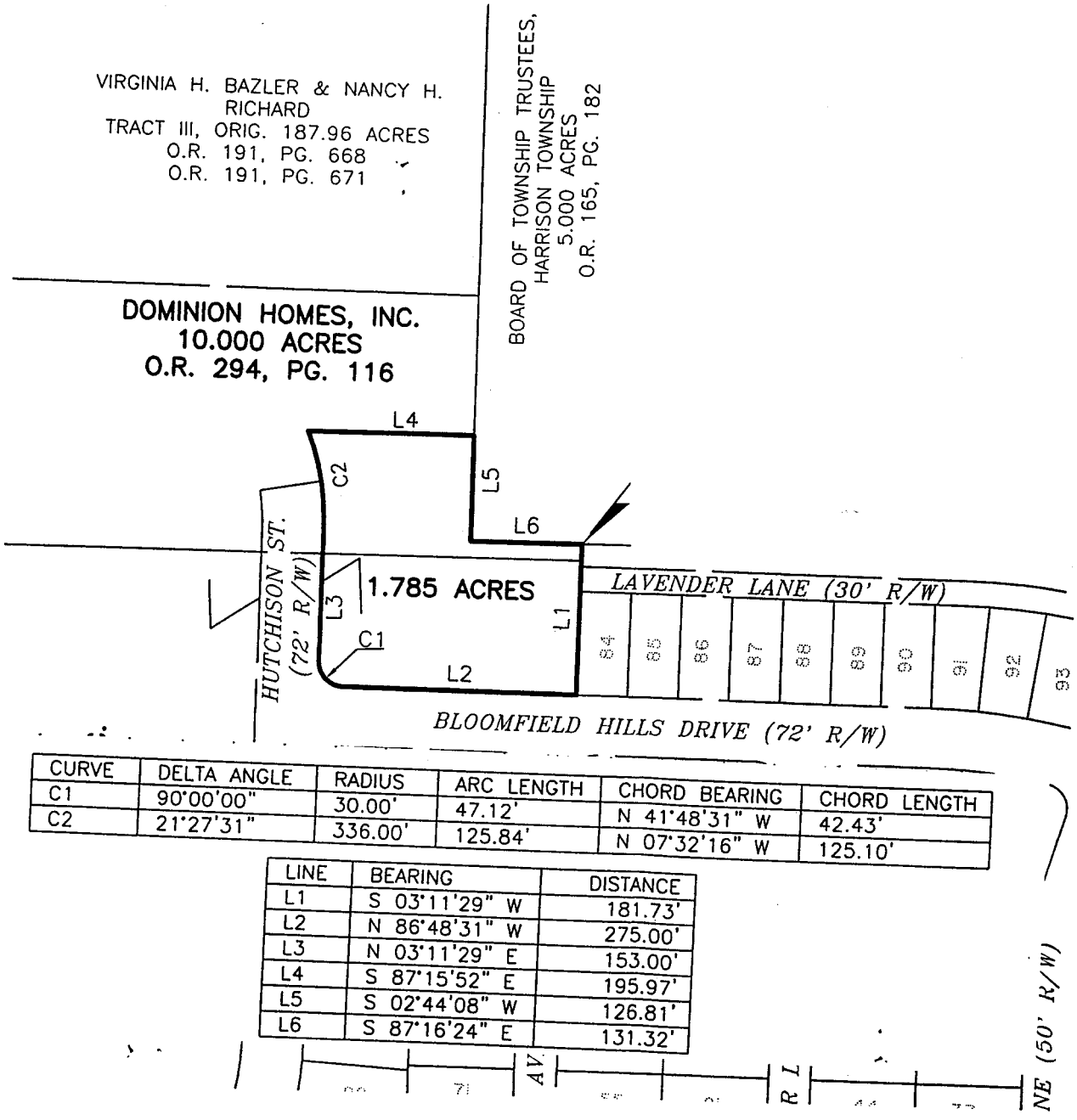
R.D. ZANDE & ASSOCIATES, INC.

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ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Property



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	30.00'	47.12'	N 41°48'31" W	42.43'
C2	21°27'31"	336.00'	125.84'	N 07°32'16" W	125.10'

LINE	BEARING	DISTANCE
L1	S 03°11'29" W	181.73'
L2	N 86°48'31" W	275.00'
L3	N 03°11'29" E	153.00'
L4	S 87°15'52" E	195.97'
L5	S 02°44'08" W	126.81'
L6	S 87°16'24" E	131.32'

ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property

DESCRIPTION OF 1.786 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Section 15, Township 2, Range 22, Congress Lands and being part of an original 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340, all records herein of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGIN FOR REFERENCE, at a point at the southeast corner of Lot 10, as shown and delineated on the record plat of BLOOMFIELD HILLS, SECTION 1, PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345, also being in the north line of a 93.07 acre tract (Parcel Two), conveyed to Carol C. Harman by deed of record in Deed Book 341, Page 382;

Thence South 86°48'31" East, a distance of 501.00 feet, along the line common to said original 108.244 acre tract and said 93.07 acre tract, to the **POINT OF TRUE BEGINNING;**

Thence following seven (7) courses and distances over and across said original 108.244 acre tract:

1. North 03°11'29" East, a distance of 124.96 feet, to a point;
2. North 46°01'56" West, a distance of 31.56 feet, to a point;
3. Along a curve to the left, having a central angle of 33°53'36", a radius of 46.50 feet, an arc length of 27.51 feet, a chord which bears North 20°08'17" East, a chord distance of 27.11 feet, to a point;
4. North 03°11'29" East, a distance of 160.55 feet, to a point;
5. Along a curve to the right, having a central angle of 16°46'35", a radius of 150.00 feet, an arc length of 43.92 feet, a chord which bears North 11°34'47" East, a chord distance of 43.76 feet, to a point;
6. North 19°58'04" East, a distance of 36.80 feet, to a point;
7. Along a curve to the right, having a central angle of 83°58'10", a radius of 30.00 feet, an arc length of 43.97 feet, a chord which bears North 61°57'09" East, a chord distance of 40.14 feet, to a point in the southerly right-of-way line of Bloomfield Hills Drive (72 feet-wide);

ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property

Thence the following two (2) courses and distances along the southerly right-of-way line of said Bloomfield Hills Drive:

1. Along a curve to the left, having a central angle of 08°03'34", a radius of 611.00 feet, an arc length of 85.94 feet, a chord which bears South 79°49'54" East, a chord distance of 85.87 feet, to a point;

2. Along a curve to the right, having a central angle of 84°35'08", a radius of 50.00 feet, an arc length of 73.81 feet, a chord which bears South 41°34'07" East, a chord distance of 67.29 feet, to a point in the westerly right-of-way line of U.S. Route 23;

Thence South 00°43'27" West, a distance of 373.53 feet, along the westerly right-of-way line of said U.S. Route 23, to a point at the line common to said original 108.244 acre tract and said 93.07 acre tract;

Thence North 86°48'31" West, a distance of 184.02 feet, along the line common to said 108.244 acre tract and said 93.07 acre tract, to the **POINT OF BEGINNING**, containing 1.786 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed by R.D. Zande & Associates.

The above description is not intended to be used for the transfer of real property.

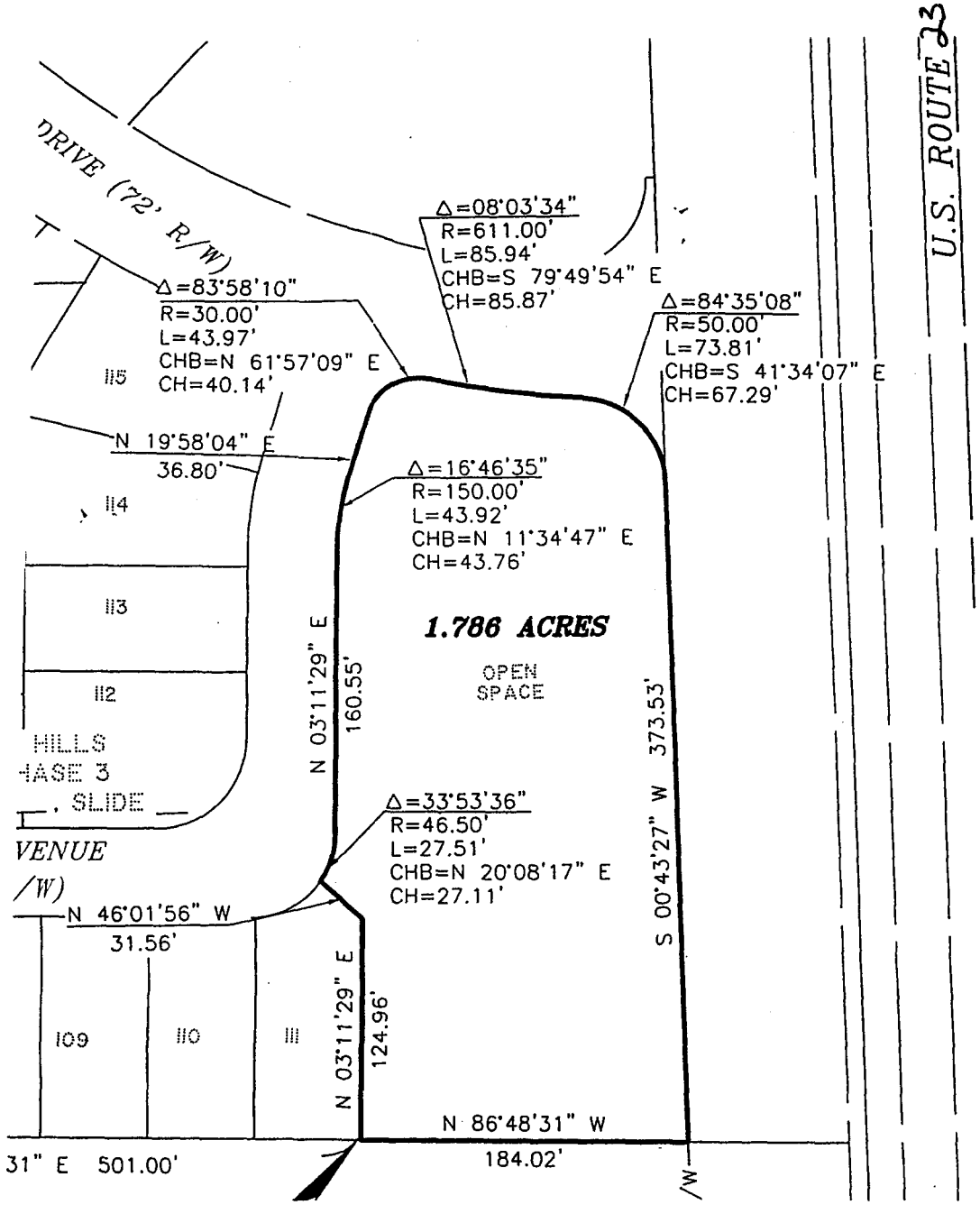
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ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property



ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property

DESCRIPTION OF 148.407 ACRE TRACT LOCATED WEST OF U.S. ROUTE 23 AND SOUTH OF STATE ROUTE 316 VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Section 16, Township 2, Range 22, Congress Lands and being all of an original 72.73 acre tract (Tract I) and part of an original 187.96 acre tract (Tract III) conveyed to Virginia H. Bazler and Nancy H. Richard by deed of record in Official Record 191 Page 668 and Official Record 191 Page 671, records of the Recorder's Office, Pickaway County, Ohio, and being more particularly described as follows:

BEGIN FOR REFERENCE, at a point at the southwest corner of Lot 65 of BLOOMFIELD HILLS SECTION 1 PHASE 2, a subdivision of record in Plat Cabinet 1, Cabinet 344, said point also being in the line common to an original 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340 and a 93.07 acre tract conveyed to Carol C. Harman by deed of record in Deed Book 341, Page 382;

Thence North 86°48'31" West, a distance of 2321.89 feet, along the southerly line of said original 108.244 acre tract, to the **POINT OF TRUE BEGINNING** at the common corner of said 108.244 acre tract and said 72.73 acre tract.

Thence South 15°43'39" East, a distance of 140.41 feet, along a easterly line of said original 72.73 acre tract, to a point;

Thence South 69°51'21" West, a distance of 1995.90 feet, along the line common to said original 72.73 acre tract and a 440.625 acre tract (Parcel One) conveyed to Carol C. Harman by deed of record in Deed Book 341 Page 382, to a point at the southwest corner of said original 72.73 acre tract;

Thence the following ten (10) courses and distance along the westerly line of said original 72.73 acre tract and said original 187.96 acre tract;

1. North 32°25'59" West, a distance of 215.44 feet, to a point;
2. North 37°47'33" West, a distance of 496.92 feet, to a point;
3. North 42°29'10" West, a distance of 485.24 feet, to a point;
4. North 46°27'21" West, a distance of 279.40 feet, to a point;
5. North 32°21'52" West, a distance of 221.95 feet, to a point;
6. North 25°10'55" West, a distance of 353.73 feet, to a point;

ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property

7. North 06°59'27" West, a distance of 546.31 feet, to a point;

8. North 00°13'47" East, a distance of 395.66 feet, to a point;

9. North 10°10'35" East, a distance of 117.34 feet, to a point;

10. North 39°10'02" East, a distance of 457.84 feet, to a point in the northwesterly corner of said 187.96 acre tract;

Thence the following five (5) courses and distances along the line common to said original 187.96 acre tract and Scioto Estates, Inc, a subdivision of record in Plat Book 7 Page 171;

1. South 86°14'15" East, a distance of 908.36 feet, to a point;

2. South 84°44'16" East, a distance of 223.08 feet, to a point;

3. North 89°45'44" East, a distance of 139.92 feet, to a point;

4. South 83°59'16" East, a distance of 384.12 feet, to a point;

5. South 82°14'16" East, a distance of 176.22 feet, to a point;

Thence South 25°24'12" East, a distance of 2296.84 feet, partly, over and across said original 187.96 acre tract, and partly along the easterly line of said original 72.73 acre tract, to the **POINT OF TRUE BEGINNING**, containing 148.407 acres more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearing given in the above description are based on the bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a network of field observations performed by R.D. Zande & Associates.

The above description is not intended to be used for the transfer of real property.

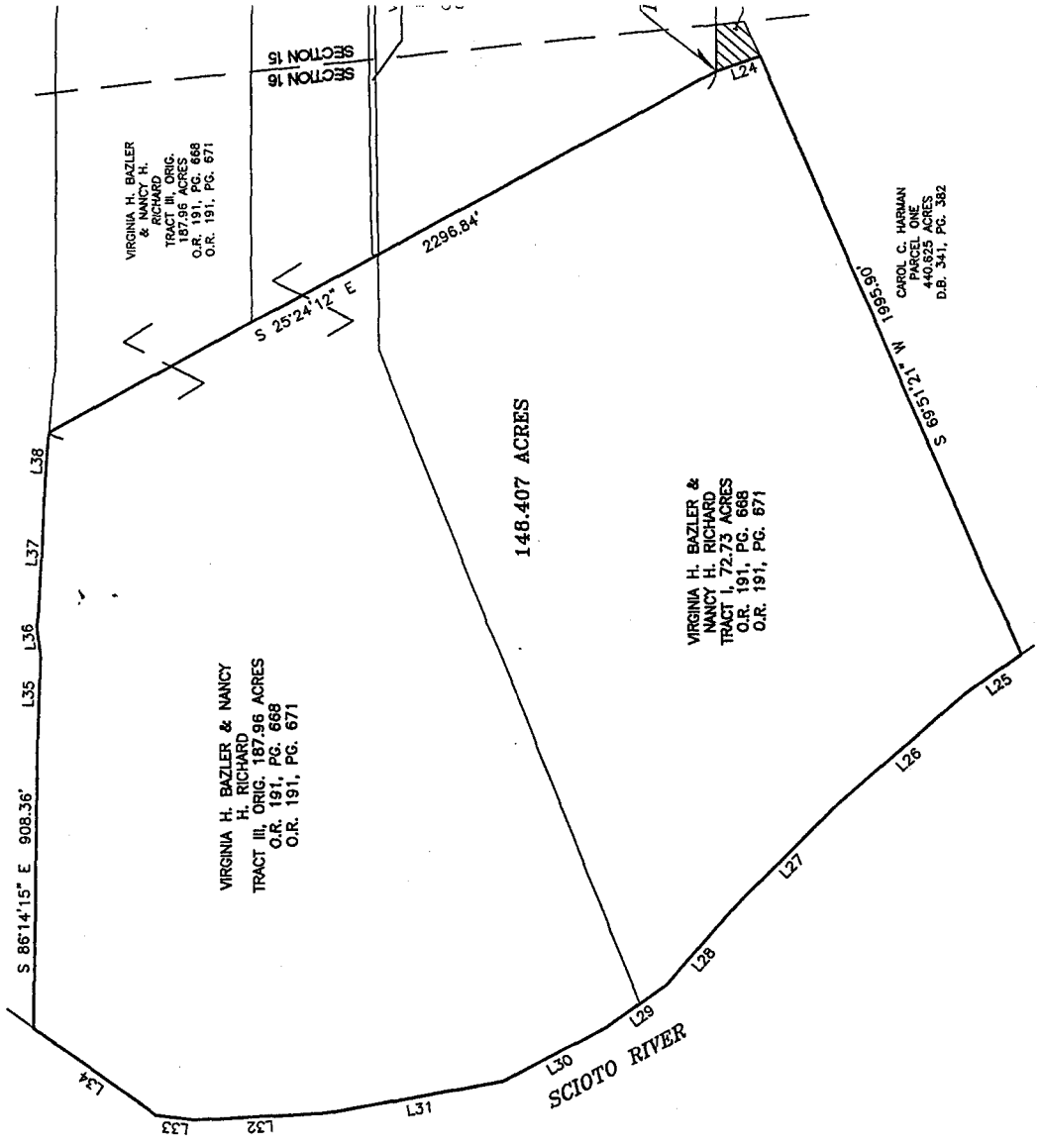
R.D. ZANDE & ASSOCIATES, INC.

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ATTACHMENT 4 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Property



LINE DATA

LINE	BEARING	DISTANCE
L24	S 15°43'39" E	140.41'
L25	N 32°25'59" W	215.44'
L26	N 37°47'33" W	496.82'
L27	N 42°29'10" W	485.24'
L28	N 46°27'21" W	279.40'
L29	N 32°21'52" W	221.95'
L30	N 25°10'55" W	353.73'
L31	N 06°59'27" W	548.31'
L32	N 00°13'47" E	395.66'
L33	N 10°10'35" E	117.34'
L34	N 39°10'02" E	457.84'
L35	S 84°44'16" E	223.08'
L36	N 89°45'44" E	139.92'
L37	S 83°39'16" E	384.12'
L38	S 82°14'16" E	176.22'

ATTACHMENT 5

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Landscape Easements

DESCRIPTION OF A 30.00 FEET-WIDE EASEMENT NORTH OF UPTON ROAD, WEST OF U.S. ROUTE 23 IN THE VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, and lying in Section 15, Township 2, Range 22, Congress Lands, and being a 30.00 feet-wide easement lying on, over and across the remainder of a 187.96 acre tract (Tract III) and a 2.17 acre tract (Tract II) conveyed to Virginia H. Bazler and Nancy H. Richard by a deed of record in Official Record 191, Page 688 and Official Record 191, Page 671, all records herein at the Recorder's Office, Pickaway County, Ohio, and said 30.00 feet-wide easement being bounded more particularly described as follows:

Beginning at an iron rebar found at the intersection of the north line of the remainder of said 187.96 acre tract and the west right-of-way line of U.S. Route 23, marking the southeast corner of the remainder of an original 79.979 acre tract, known as the Area East of Phase One, conveyed to Scioto Estates, Inc. by deed of record in Deed Book 221, Page 196, as shown and delineated on the record plat of SCIOTO ESTATES INC. subdivision in Plat Book 7, Page 171;

Thence South 00° 16' 54" West, a distance of 941.08 feet, over and across the remainder of said 187.96 acre tract and said 2.17 acre tract, along the westerly right-of-way line of said U.S. Route 23, to a point in the line common to said 2.17 acre tract and a 108.244 acre tract conveyed to Dominion Homes, Inc. by a deed of record in Deed Record Volume 269, Pages 340-343;

Thence North 87° 16' 24" West, a distance of 30.03 feet, along the line common to said 2.17 and 108.244 acre tract, to a point;

Thence North 00° 16' 54" East, a distance of 941.31 feet, over and across 2.17 acre tract and the remainder of said 187.96 acre tract, along a line parallel to, and 30.00 feet westerly of, as measured at right angles, the westerly right-of-way line of said U.S. Route 23, to a point in the line common to the remainders of said 187.96 and 79.979 acre tracts;

Thence South 86° 49' 16" East, a distance of 30.03 feet, along the line common to the remainders of said 187.96 and 79.979 acre tracts, to the **Point of Beginning**, containing 28232 square feet, or 0.648 acres, more or less.

Bearings used in this description are based on the Grid bearing of North 00° 43' 27" East for the centerline of U.S. Route 23, as determined by a GPS network of Field Observations preformed in January 2002.

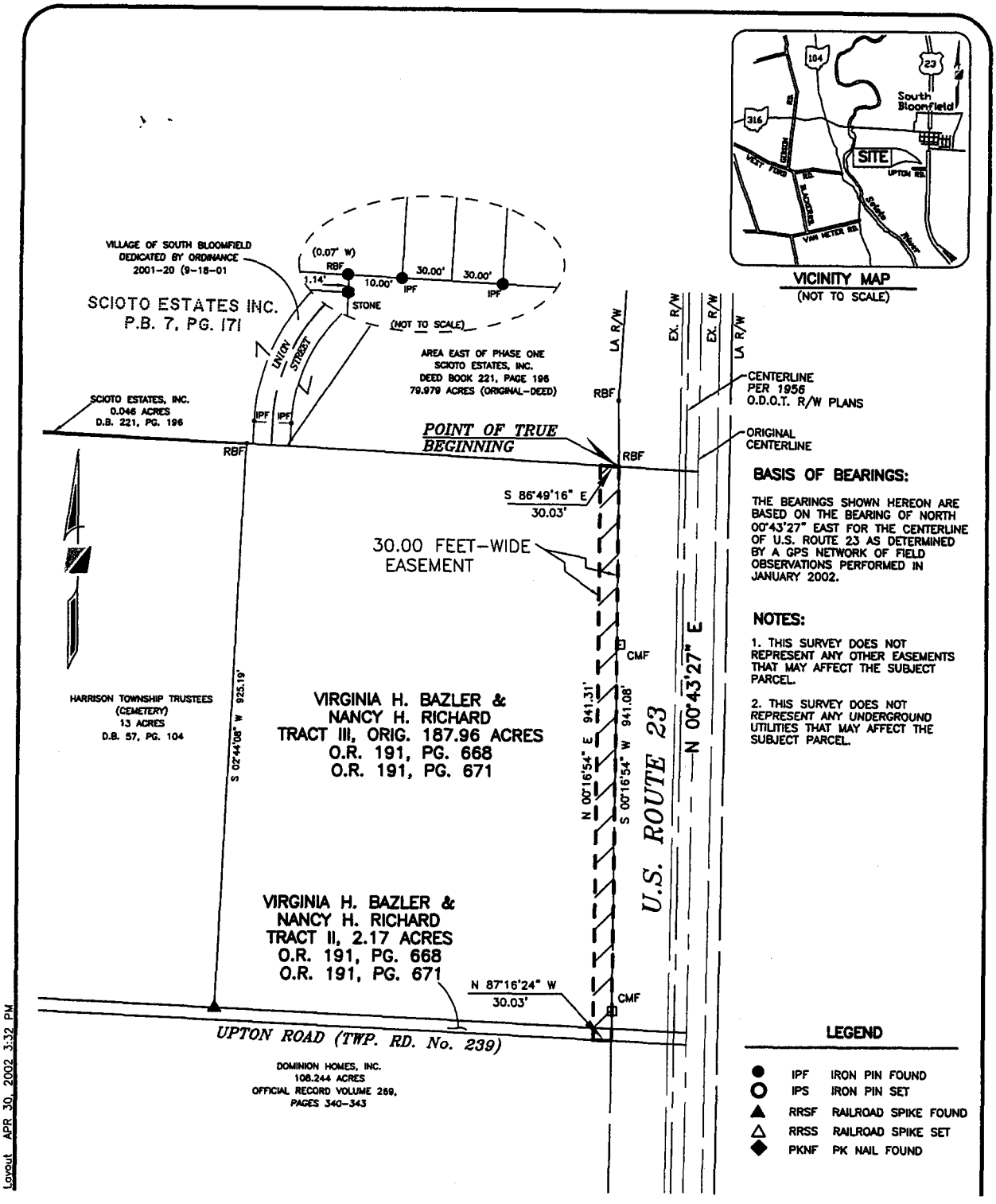
R. D. ZANDE & ASSOCIATES, INC.

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ATTACHMENT 5 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Landscape Easements



ATTACHMENT 5 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Legal Description, Possible Future Common Element Landscape Easements

DESCRIPTION OF A 30 FEET-WIDE LANDSCAPE EASEMENT LOCATED WEST OF U.S. ROUTE 23 AND NORTH OF BLOOMFIELD HILLS DRIVE VILLAGE OF SOUTH BLOOMFIELD, PICKAWAY COUNTY, OHIO

Situate in the State of Ohio, County of Pickaway, Village of South Bloomfield, lying in Section 15, Township 2, Range 22, Congress Lands, being a 30 feet-wide Landscape Easement that lies over and across an original 108.244 acre tract conveyed to Dominion Homes, Inc. by deed of record in Official Record 269, Page 340, all records herein of the Recorder's Office, Pickaway County, Ohio, and said 30 feet-wide Landscape Easement being more particularly described as follows:

BEGIN FOR REFERENCE, at a point at the centerline intersection of Bloomfield Hills Drive (72 feet-wide) and Union Street (60 feet-wide) as shown and delineated on the record plat of BLOOMFIELD HILLS SECTION 1, PHASE 1, a subdivision of record in Plat Cabinet 1, Slide 345;

Thence North 31°50'23" East, a distance of 63.26 feet, along the centerline of said Union Street, to a point;

Thence South 58°09'37" East, a distance of 30.00 feet, leaving the centerline of said Union Street, to a point in the easterly right-of-way line of said Union Street, said point also being at the **POINT OF TRUE BEGINNING;**

Thence the following four (4) courses and distances over and across said original 108.244 acre tract:

1. Along a curve to the right, having a central angle of 04°55'54", a radius of 816.00 feet, an arc length of 70.23 feet, a chord which bears South 48°58'59" East, a chord distance of 70.21 feet, to a point;

2. South 46°31'02" East, a distance of 126.04 feet, to a point;

3. Along a curve to the left, having a central angle of 18°43'24", a radius of 508.81 feet, an arc length of 166.27 feet, a chord which bears South 55°52'21" East, a chord distance of 165.53 feet, to a point;

4. South 00°43'27" West, a distance of 32.67 feet, to a point in the northerly right-of-way line of said Bloomfield Hills Drive;

Thence the following four (4) courses and distances along the northerly right-of-way line of said Bloomfield Hills Drive:

1. Along a curve to the right, having a central angle of 20°08'19", a radius of 538.81 feet, an arc length of 189.39 feet, a chord which bears North 56°34'49" West, a chord distance of 188.41 feet, to a point;

ATTACHMENT 5 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Landscape Easements

2. North 46°31'02" West, a distance of 126.04 feet, to a point;

3. Along a curve to the left, having a central angle of 02°48'18", a radius of 786.00 feet, an arc length of 38.48 feet, a chord which bears North 47°55'11" West, a chord distance of 38.48 feet, to a point;

4. Along a curve to the right, having a central angle of 81°09'43", a radius of 30.00 feet, an arc length of 42.50 feet, a chord which bears North 08°44'29" West, a chord distance of 39.03 feet, to a point in the easterly right-of-way line of said Union Street;

Thence North 31°50'23" East, a distance of 4.10 feet, along the easterly right-of-way line of said Union Street, to the **POINT OF TRUE BEGINNING.**

The bearings in the above description are based on the grid bearing of North 00°43'27" East for the centerline of U.S. Route 23 as established by a GPS network of field observations performed in January 2000.

R.D. ZANDE & ASSOCIATES, INC.

ATTACHMENT 5 (Continued)

DECLARATION OF COVENANTS
BLOOMFIELD HILLS COMMUNITY

Sketch Drawing, Possible Future Common Element Landscape Easements

