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MASTER DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR SCIOTO RESERVE SUBDIVISION

F10531 & F10532

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THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 7th day of September 1999, by TRIANGLE PROPERTIES, INC. an Ohio corporation of 6099 Frantz Road, Dublin, Ohio 43017 ("Declarant").

A. Declarant is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Declarant desires to develop the Property into a golf course and multiple residential subdivisions generally in accordance with the site plan attached hereto as Exhibit B, and to restrict the use and occupancy of the Property for the protection of the golf course and the future owners of portions of the Property; and

C. Declarant deems it desirable to establish a master association for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the golf course and common areas within each subdivision, and to provide for the establishment of servient associations and other management mechanisms for the purpose of addressing conditions and circumstances unique to each individual subdivision at the Property; and

D. Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Master Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

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

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8.13.01 For Second Supplement see OR Vol 119, Pg 30

11-22-99 Jan Supplemental Declaration Rec OR Bk 11 Pg 168

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

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. The Property consists of approximately 459.43 acres of land, upon which the Declarant intends to construct a golf course, and from which Declarant intends to subdivide four single-family and one multi-family residential subdivisions (each of which may be referred to herein as a "Development Phase"). Declarant reserves the right (but not the obligation) to acquire additional acreage adjacent to the Property and to annex the same to the Property and subject it to this Master Declaration, so as to benefit and encumber such annexed property as fully as if it were a part of the Property on the date hereof. If and as Declarant acquires and/or develops additional parcels adjacent to the Property, Declarant may annex said additional parcels to, and declare them to be, subsequent Development Phases of Scioto Reserve. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Declarant may subject annexed adjacent parcels to this Declaration without modification, or Declarant may supplement and amend this Declaration as it applies to such additional phases of development. As to each new Development Phase of Scioto Reserve, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such Development Phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Scioto Reserve may be comparable to, or more restrictive than the parallel provisions applicable to other Development Phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control. In connection with Declarant's development of the Property, Declarant reserves the right to install, operate, maintain, modify, alter and expand new or existing utilities facilities, for the use and benefit of the Property, any additionally annexed property(ies) and any additional properties which Declarant determines would benefit from such facilities. Declarant shall not need the consent or approval of any Developer, the Golf Course Owner or any Lot Owner, to modify utilities facilities for the purpose of serving additional land whether or not annexed to the Property.

B. Declarant shall create an association (the "Master Association") for the purpose of carrying out and performing certain obligations as described herein, including but not limited to owning and/or maintaining portions of the Property on behalf of the Golf Course Owner and for the various owners of Lots in the subdivisions. In addition, as each Development Phase is developed, a separate association for each of the five Development Phases (collectively, the "Servient Associations") shall be formed for the purpose of owning common areas and addressing development issues within each Development Phase. The Master Association and Servient Associations shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter.

II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Master Association by each Lot Owner annually, whether or not the lots are actually platted.

B. "Assessments" - collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – either the Master Association or a Servient Association, or either or both, as the context dictates.

D. "Board" - the board of trustees, design review board or other management body of an association. The context in which the term "Board" is used shall determine whether each reference relates to the Master Association, a Servient Association, or both.

E. "Common Expenses" - expenses incurred in maintaining the Common Property

F. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Master Association or any Servient Association for the common use and the enjoyment of two (2) or more Lot Owners.

G. "Declarant" - TRIANGLE PROPERTIES, INC. and any manager, general partner, shareholder, successor or assign thereof to which Declarant specifically assigns any of its rights under this Declaration by a written instrument. Initially, the Declarant is also the Golf Course Owner, and as such, is also the sole Master Member of the Master Association.

H. "Developer" -- a person or entity to whom a Development Phase has been transferred by the Declarant for the development and sale of residential Lots.

I. "Development Phase" – an individual portion of the Property, subdivided from the Property, on which a single family residential or multi-family residential subdivision is to be constructed.

J. "Golf Course Property" – also referred to from time to time as the "Golf Course", being that portion of the Property on which Declarant intends to construct and operate an 18 hole golf course, and related golfing activities and improvements, including but not limited to clubhouse, maintenance buildings and the like.

K. "Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

L. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of any Development Phase at the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Declarant, excluding the Golf Course, the Condominium Ground, the Common Property and any portion of the Property dedicated for public use.

M. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Master Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

N. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph E.

O. "Master Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining Common Property at the Property on behalf of the owners of two (2) or more Lots in the Subdivisions. The Association shall be named Scioto Reserve Master Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

P. "Master Association Documents" – the formative documents of the Master Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

Q. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

R. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Declarant.

S. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements thereon and appurtenances thereto.

T. "Reserve Fund" - the fund established pursuant to Article IX(A).

U. "Rules" - the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

V. "Servient Association" – a legal entity (and its successors and assigns) subject to the Master Association, and formed for the purpose of managing affairs specific to one or more of the distinct Development Phases at Scioto Reserve.

W. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Reserve Fund.

X. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D Establishment of requirements for the development and use of the Property.

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property (but not the Golf Course Property) shall run with the land and be binding upon the Declarant and each Developer, and upon every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot by a Developer until and unless the plans therefor have been approved by the Design Review Board of the Master Association (or Declarant if no Master Association Design Review Board has been established) as provided for hereinafter; and no Improvements may be constructed on any Lot by a Lot Owner until and unless the plans therefor have been approved by the Design Review Board of the Servient Association for the Development Phase in which such Lot is located, as provided for hereinafter.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Lots, the Golf Course Owner, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant or Developers from construction activities consistent with their construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by a Developer while marketing the Lots and residences for sale; (ii) subdivision, Golf Course, Development Phase or other appropriate entry signage, and internal street, traffic control and identification signs installed by the Master Association, the Declarant or a Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) signage installed by the Golf Course Owner or Declarant which relates to the operation of the Golf Course. All street signs shall meet the design standards established by Declarant, and, subject to controlling governmental regulations, shall be located only where approved by the Declarant.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, other than the Golf Course, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles. Each Association's Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to their authority to levy Lot Assessments as penalties for the violation of such rules, the Boards shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, motorcycles, passenger vans and any vehicle other than a pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

K. Trash. Except for the reasonably necessary activities of the Declarant and Developers during the original development of the Property and the Development Phases, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view.

L. Antennae; Clotheslines. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts, and from the Golf Course. No outdoor clotheslines shall be permitted on any Lot, nor shall the drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Trees. Street trees (2) shall be installed along the street in front of each Lot. Such trees shall be Green Mountain Sugar Maple trees only, having a minimum 3" caliper, balled and burlapped at the time of planting, and located consistent with the Development Plan approved by Declarant for each Development Phase. Along Home Road, only Autumn Applause White Ash trees having a minimum of 2" caliper, balled and burlapped at the time of planting, shall be installed. Each Lot Owner shall be responsible for caring for (and if necessary, replacing with a like kind tree) such street tree or trees at the Lot Owner's expense.

P. Mailbox. Declarant shall designate a uniform style of curb side mailbox for all Lots, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity to all Development Phases. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by Declarant.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the design and location standards set forth by the Declarant.

R. Fencing. The Design Review Board for each Development Phase shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to the standards set forth by the applicable Design Review Board, and shall be approved by such Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, wrought iron, approved plastic, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted;

2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and

4. Treated wood split rail fences are permitted. Dark painted wire mesh attached to a split rail fence is permitted.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder. The Declarant may prohibit fencing of all types on Lots abutting the Golf Course, or on Lots abutting certain portions of the Golf Course. No light colored fence of any type shall be permitted in locations visible from the Golf Course.

S. Swimming Pools; Recreational Structures. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, all fencing around said pool shall be of wrought iron construction, painted dark green or black (one or the other) only. On Lots having any portion of any lot line in common with the Golf Course, no recreational structures may be located, including but not limited to swing sets, teeter-totters, merry-go-rounds, sand boxes, play houses, forts and any and all other forms of children's recreational structures.

T. Lakes and Ponds. No Owner or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming, fishing or any other purpose without the written permission of the Owner of the Golf Course.

U. Interference With Play On Golf Course. Owners of Lots bordering on the Golf Course of Scioto Reserve Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at Scioto Reserve Golf Club which is sanctioned by any professional golfer's association or amateur golf organization, Owners of Lots bordering the course shall during hours of play suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the tournament.

V. Sprinkler System. The Golf Course Developer has installed a water recycling irrigation system which utilizes treated water from the Delaware County Water Treatment Plant. This sprinkler system is solely for the use and benefit of the Golf Course.

Each owner of a Golf Course Lot, and the Golf Course Owner recognize that the irrigation system may be installed adjacent to the rear property line of the Golf Course Lot in order to provide proper irrigation for the Golf Course. Each owner of a Golf Course Lot agrees that such owner will not interfere directly or indirectly with the distribution of water or maintenance of said sprinkler system. In addition, the homeowners shall notify the Golf Course Owner in the event any water is sprayed on their property. The Golf Course Owner will then adjust the appropriate sprinkler head.

W. Access to Golf Course. Access to the grounds of Scioto Reserve Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Club owner. No person shall enter golf course property at any time without written permission from golf course owner.

X. Easement Across Lots Adjacent to Golf Course. Scioto Reserve Golf Club shall have a license to permit and authorize its agents and registered golf course players and their caddies to enter upon a subdivision Lot to recover a ball, subject to the official rules of the course, without such entering being deemed a trespass.

Y. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed on, over, under or through any of the Lots in any of the Subdivisions by Declarant or by any Developer, shall not be removed or changed except by the Declarant, the Golf Course Owner or by a Developer with Declarant's consent, and their respective successors or assigns, who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

Z. Maintenance of Common Improvements. The responsibility for maintaining the Common Improvements and Open Space as shown on the attached Exhibit B in a well-maintained, attractive and aesthetically appealing condition shall be the responsibility of the Master Association. The Master Association shall exclusively contract with the Golf Course

Owner to maintain all of the Common Areas and Open Space as designated on the attached Exhibit B of the Property until such time as the Golf Course Owner in its sole discretion relinquishes such contract. That responsibility shall include, but not be limited to, caring for and maintaining common improvements, including:

1. All sodding and mowing which shall be done on a weekly basis starting no later than April 1st of each year and continuing throughout the mowing season. A proposal for all work including planting of annual and perennial flowers, shrubs, trees and maintenance of all common areas shall be submitted to the Master Association each February. This proposal shall be given to the Master Association for the purpose of preparing an annual budget. The level of maintenance and improvements of all common areas shall be the responsibility of the Golf Course Owner. If at any time the Master Association or any Servient Association requests a higher level of maintenance or additional maintenance or improvements, the Golf Course Owner shall comply with such request and the increased costs thereof, if any, shall be assessed to the Master Association or Servient Association membership, as appropriate.

2. All electrical and lighting service constructed by Declarant to service the Common Improvements, as well as maintaining sewers and drainage detention basins as required by the Declarant or governmental authorities. The Association shall use its best efforts to maintain comprehensive general liability insurance in an amount of no less than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injury and $600,000 per occurrence for property damage, and such other insurance as shall be reasonably required by Declarant.

3. All cost of maintenance and improvements shall be billed to the Master Association by the Golf Course Owner on a monthly basis. The Master Association representing the Servient Associations shall be responsible for all payments. Any payments not received for work done shall bear interest from the date due at a rate of 12% per annum. Common areas shall mean those areas owned by the Master Association or by a Servient Association, or designated by the Declarant which the Master Association, Servient Associations and Lot owners are required to pay the Owner of the Golf Course to maintain and administer, including landscaped areas, street islands, private streets, sewers, entrance walls, bicycle paths and other area or improvements Owned by the Master Association or which are designated in the future by the Declarant or governmental authorities as a responsibility of the Association.

V. ARCHITECTURAL STANDARDS

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

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A. Design Review Board. The Maser Association Design Review Board shall be the Master Member (as defined hereinafter), or at the Master Member's election, a board consisting of three (3) persons, or a management company hired and appointed by the Master Member. The Master Member shall have the sole and exclusive right to appoint and remove all and any members of the Master Association Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board in lieu of appointing individuals or a management company. In addition, a separate Design Review Board shall be established for each Development Phase (the "Servient Design Review Boards"). The Development Phase Design Review Boards shall be the Developer of the Development Phase for which such Design Review Board is established, or at such Developer's election, a board consisting of three (3) persons, or a management company hired and appointed by such Developer. In any Development Phase, once the Developer has completed the development and sale of all Lots in said Development Phase, the Design Review Board for such Development Phase shall consist of three (3) persons elected by the Membership of the Servient Association to be served by such Design Review Board.

The Master Association Design Review Board shall have the exclusive authority to determine the initial architectural standards which shall govern the construction of Improvements on the Property. Each Developer shall submit proposed building plans to the Master Association Design Review Board for approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Master Association Design Review Board. No Improvement shall be placed, erected or installed on the Property by any Developer, nor shall construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer or other building company be permitted without, until and unless the Developer or builder first obtains the written approval thereof from the Master Association Design Review Board, and otherwise complies with the provisions of this Declaration. Improvements, additions and modifications to structures after the original construction thereof has been completed as approved by the Master Association Design Review Board, shall be subject to the prior approval of the Design Review Board for the Servient Association for the Development Phase in which such improvement, addition or modification is to be constructed. The Design Review Board will require a minimum living area of 1,500 square feet being net interior livable square footage, excluding basements and garages.

B. Modifications. Except as otherwise provide in this Declaration, the Servient Design Review Boards shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to their respective Development Phase. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the relevant Servient Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to their Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Master Association Design Review Board and Servient Design Review Boards with the Master Association Design Review Board consent, shall each have the authority to grant reasonable variances from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the relevant Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Declarant; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Declarant or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board. In addition, the Declarant shall have the right upon review of submitted standard building plans from the individual Development Phase Developers, to pre-approve building plans. Upon approval by the Declarant, such building plans shall be deemed approved by the Master Association Design Review Board without the need for any further or additional submissions thereto.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Declarant retains the right to and may convey easements over the Common Property or within any platted easement area on any Lot, to any entity, public or private, 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, and to any entity for such other purposes as the

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Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas the Declarant may not convey any easement over a Lot which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner of such Lot (which consent shall not be unreasonably delayed or withheld), as appropriate. The approval or consent of an Owner of a Lot shall not be required for Declarant's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Lot Owner, by acceptance of a deed to any Lot, grants an irrevocable and limited power of attorney to the Declarant, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Declarant.

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

E. Reservation of Special Easements. Declarant hereby reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Declarant to be beneficial to the Property. These Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Declarant, or any governmental entity exercising jurisdiction over the Property, or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Declarant reserve or establish Special Easements.

F. No-Build Zones. Any areas designated on the recorded plat of Scioto Reserve Subdivision, or in prior deed restrictions as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements. The maintenance of said areas shall be performed by the Master Association.

MASTER AND SERVIENT ASSOCIATIONS

VII. MEMBERSHIP CLASSES AND VOTING RIGHTS

A. Membership. The Declarant and each Servient Association shall have a membership in the Master Association. Every Lot Owner shall be deemed to have a membership

in the Servient Association formed for the Development Phase within which such Owner's Lot is located. Each Development Phase shall have only one Servient Association formed therefor, however, a single Servient Association may be formed to represent more than one Development Phase. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Servient Association in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Associations shall be set forth in the Association Documents.

C. Classes of Membership. The Membership of the Master Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member, being the owner of the Golf Course. Initially, the Golf Course Owner, the Declarant and the Master Member will all be the same person. The Master Member shall have the sole and exclusive voting rights relative to Master Association matters and issues, and shall exercise exclusive authority over the appointment of Association Trustees and Design Review Board appointments. The Master Member shall have ten (10) votes in all Master Association matters involving a vote.

2. Servient Association Members. Each Servient Association shall be a member of the Master Association, and for each Development Phase represented by such Servient Association shall have one (1) vote in all Master Association matters involving a vote. The Servient Associations shall each be obligated to pay assessments to the Master Association as provided herein, and shall have enforcement rights in common with the Master Member for any violation of the Development and Use Restrictions as provided for herein.

The Membership of the Servient Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Developer Member. There shall be one (1) Developer Member of each Servient Association, being the Developer of the Development Phase for which the Servient Association is formed. For so long as the Developer within a Development Phase continues to own any Lots or units in such Development Phase, the Developer Member shall have the right to exercise all voting rights for all Lots or units in said Development Phase. The Developer within a specific

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Development Phase may waive its right to exercise all voting rights, fully, or to the extent desired by such Developer Member, upon the occurrence of which the Subdivision Lot/Unit Owner Members shall have the voting rights described hereinafter.

2. Subdivision Lot/Unit Owner Members. Each owner of a residential Lot in one of the single-family subdivisions, and any unit owner in the multi-family subdivision at the Property, shall be a member of the Servient Association formed for the Development Phase within which such Lot or unit is located. The Lot/Unit Owner Members shall not be voting members of the Servient Association until the earlier to occur of (i) the sale by such Association's Developer of the last Lot or unit owned thereby in said Development Phase; or (ii) the waiver by such Association's Developer of its exclusive voting right. Upon such occurrence, each Lot or unit shall be entitled to one vote (regardless of the number of persons who own an interest in such Lot or unit) on Servient Association matters submitted to a vote. Irrespective of whether Lot and unit owners have voting rights, they shall be obligated to pay assessments as provided for herein, and shall have enforcement rights for any violation of the Development and Use Restrictions as provided for herein.

VIII. RIGHTS AND OBLIGATIONS OF THE MASTER AND SERVIENT ASSOCIATIONS

A. Common Property. Declarant may, from time to time, at Declarant's option, convey to the Master Association or to a Servient Association, for the use and benefit of the Associations and their Members, real or personal property, or any interest therein, as part of the Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation or an easement appurtenant to the Property. The relevant Association shall accept title to any interest in any real or personal property transferred to it by Declarant. The Association to which such property is transferred, shall be responsible for the payment of real estate taxes thereon, and for the payment to the Master Association of the assessments related to the other costs of using and maintaining the same. The Master Association shall be obligated to keep all Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. Personal Property and Real Property for Common Use. Each Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Rules and Regulations. Each Association may make and enforce reasonable rules and regulations governing the use of the Property (or, in the case of Servient Associations, governing the use of the relevant Development Phase), which shall be consistent with this Declaration and the Association Documents. The Associations shall have the power to impose

sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, and (ii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

D. Implied Rights. The Associations may exercise any other right or privilege given to them expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

E. Managing Agent. Each Association may retain and employ a Manager, which may be the Golf Course Owner, the Declarant, the Developer of one or more of the Development Phases, or an independent third-party (except that all common areas are to be maintained by the Golf Course Owner by contract with the Master Association), and may delegate to the Manager such duties as the Association's Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon not less than 30 nor more than 90 days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Common Property in an amount as is commonly required by prudent institutional mortgage investors. The cost of said insurance shall be a Common Expense, allocated among the Development Phases as equitably as possible by the Master Association.

2. The Master 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, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article XI Paragraph G, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Master Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the Master Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

G. Condemnation. The Master Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Association, to be held in trust for the benefit of the Owners.

H. Books, Records. Upon reasonable request of any Member, each Association shall be required to make available for inspection all books, records and financial statements of the Association.

IX. ASSESSMENTS

A. Reserve Fund. The Master Association may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property. The Servient Associations may also establish separate Reserve Funds for financing their operations.

B. Types of Assessments. Each Developer and Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Servient Association serving the Development Phase in which such Owner's Lot or unit is located, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots. For a period of one year from the date hereof, the maximum Lot Assessment, which includes undeveloped Lots, shall be fifty dollars ($50.00) per Lot.

C. Annual Assessments. The Master Association Board shall annually estimate the Common Expenses and the expenses, if any, and specifically including maintenance costs described in Article X, Section A, which it expects to incur in the Association's next ensuing fiscal year, for the maintenance, operation and management of the Association and any and all property and improvements to be maintained, operated and managed thereby, (which may include amounts, if any, for the Reserve Fund -- as may be determined by the Board) and shall assess each Servient Association an Annual Assessment equal to such Servient Association's estimated share thereof, as determined by dividing the costs allocable to all Development Phases by the total number of undeveloped and developed Lots and units at the Property, and by dividing costs allocable to specific Development Phases by the number of undeveloped and developed Lots or units in such Development Phases. The Servient Associations shall thereupon assess each undeveloped and developed Lot or unit Owner for such Owner's distributive share of the Servient Association's share of the Master Association assessment, plus such additional assessment as the Servient Associations may issue for the operational costs thereof. The Annual

Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing to the contrary, if Declarant owns any Development Phase or any Lot(s), Declarant may elect to pay the Annual Assessments applicable to such Phase(s) or Lot(s), or in lieu thereof not pay such Annual Assessments and pay any deficit incurred in operating the Association. All costs to be assessed, except for those jobs under One Thousand Dollars ($1,000.00) shall be based on estimates obtained through the use of a bidding process. The standard of maintenance that is to be performed shall be that which is customary for a similar development located in Central Ohio.

D. Special Assessments. The Master Association and Servient Association Boards may levy against any Lot(s) or unit(s) a Special Assessment to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Reserve Fund.

E. Lot Assessments. Each Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the specific Lot(s) or unit(s) assessed, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by such Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The assessing Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot or unit of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of $25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's or unit's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such

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Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot or unit shall neither impair the Association's lien against that Lot or unit for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the assessing Association and a lien on the Lot or unit against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot or unit which the lien encumbers, the name(s) of the Owner(s) of that Lot or unit, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot or unit shall be encumbered by a continuing lien in favor of the assessing Association. The Assessment lien shall remain valid for a period of five 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 for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot or unit.

4. Golf Course Property Separate from Common Areas. Nothing contained herein is intended to nor shall it act to obligate the Owners to pay any portion of any cost or expense incurred in maintaining, improving, insuring, owning or using any portion of the Golf Course Property; nor shall anything contained herein act to obligate the Golf Course Owner to pay any portion of the cost or expense of maintaining, improving, insuring, owning or using the Common Areas, unless specific provision is made elsewhere herein for paying such cost or expense.

X. MAINTENANCE

A. Maintenance by Association. The Master Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. Anything contained herein to the contrary notwithstanding, the cost of maintaining entry features and related improvements, and common areas, located entirely within, or for the sole benefit of, a specific Development Phase, shall be the sole responsibility of the Development Phase Developer and/or the Servient Association formed in connection with such Development Phase, from and after the date of the conveyance of any portion of such Development Phase from the Declarant to a Development Phase Developer or individual Lot or unit Owner (whichever occurs first).

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Maintain Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Master Association Board or Servient Association Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Master or Servient Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and said Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Master Association Board or Servient Association Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. Each Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

MISCELLANEOUS TERMS

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of 10 years each unless and until an election is made by the Master Association, with the Declarant's consent, to terminate this Declaration.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Declarant, any Owner, the Master Association, the Servient Associations, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Declarant, the Associations or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right

to enforce any violation of such provision. By accepting a deed to a Lot, each Developer and Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Declarant may unilaterally amend this Declaration, without the consent of any Developer or other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. 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 additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of any Developer, Servient Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of any Development Phase not completed by a Developer; (b) construct or alter Improvements on any property owned by Declarant; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration. Each, some or all of the rights reserved by the Declarant herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Declarant sees fit.

E. Declarant's Rights to Replat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Master Association or any Servient Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

(a) any proposed amendment of this Declaration;

(b) any proposed termination of the Master or Servient Association; and

(c) any default under this Declaration which gives rise to a cause of action by either Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

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

G. Indemnification. Each Association shall indemnify every Board member, officer and trustee thereof against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees of each Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Associations shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Associations (except to the extent that such Board members, officers or trustees may also be Members of such Association), and the Associations shall each indemnify and forever hold its Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

H. Servient Associations Distinct From One Another. The Servient Associations to be formed pursuant to this Declaration shall exist for the sole benefit of the Development Phase for which formed. No Servient Association shall have the right or obligation to impose fees, perform maintenance or exercise review and approval rights provided for herein with respect to improvements, Lots, Common Areas or other portions of any other Development Phase. The foregoing notwithstanding, the Servient Associations, Developers and Lot Owners within a specific Development Phase shall have the right to enforce the restrictions contained herein as the same relate to Lots in other Development Phases, and, if necessary and desirable, to take permitted legal actions in the event of a violation hereof.

I. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

J. 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.

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

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

Signed and acknowledged in the presence of:

Witness Name: Ronald E. Davis

Witness Name: Bruce Burkholder

TRIANGLE PROPERTIES, INC.
an Ohio corporation

By: Donald R. Kenney, President

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 7th day of September, 1997, by Donald R. Kenney, the President of TRIANGLE PROPERTIES, INC., an Ohio corporation, on behalf of the corporation.

Notary Public

RONALD E. DAVIS, Attorney-At-Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

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

EXHIBIT A VOL 0672 PAGE 260

DESCRIPTION OF A 94.188 ACRE TRACT OF LAND,
LOCATED SOUTH OF HOME ROAD, EAST OF SECTION LINE ROAD,
CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO
(SCIOTO RESERVE RESIDENTIAL AREA - SECTION 1)

Situate in the State of Ohio, County of Delaware, Township of Concord, lying partly in Farm Lots 11, 12, 13, and 14, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being a 94.188 acre tract of land out of a 248.894 acre tract conveyed to Triangle Properties, Inc. by deeds of record in Deed book 663, Pages 431, 436, 441, 446, 451, and 456, all records herein at the Recorder's Office, Delaware County, Ohio, and said 94.188 acre tract being bounded and more particularly described as follows:

BEGIN FOR REFERENCE, at a railroad spike found marking the intersection of the centerlines of Home Road (County Road 124, 60 feet-wide) and Section Line Road (County Road 5, 60 feet-wide), said railroad spike also marking the corner common to Farm Lots 14 and 15, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West;

Thence South 86° 49' 49" East, a distance of 53.27 feet, along the centerline of said Home Road, to a spike found marking the north corner common to said 248.894 acre tract and a 0.229 acre parcel conveyed to Northern Ohio Telephone Company by a deed of record in Deed Book 279, page 369;

Thence South 86° 49' 49" East, a distance of 2444.39 feet, continuing along the centerline of said Home Road, to a spike found marking an angle point in the centerline of said Home Road;

Thence South 87° 01' 53" East, a distance of 664.57 feet, continuing along the centerline of said Home Road, to a spike found marking the north corner common to said 248.894 acre tract and a 10.157 acre parcel conveyed to Annabelle U. Dulin by a deed of record in Deed Book 458, page 652, said spike also marking the POINT OF TRUE BEGINNING of the 94.188 acre tract described herein;

Thence South 87° 01' 53" East, a distance of 1322.08 feet, continuing along the centerline of said Home Road, also being the north line of said 248.894 acre tract, to a spike found marking the north corner common to said 248.894 acre tract and a 70 acre parcel conveyed to Michael Don Miller, Trustee, by a deed of record in Deed Book 618, page 271;

Thence South 03° 27' 46" West, a distance of 2351.76 feet, along the line common to said 248.894 and 70 acre tracts, to an iron pin found in the north line of a 25.000 acre tract conveyed to Liberty Concord Partners by a deed of record in Deed Book 591, Page 52;

Thence North 86° 59' 09" West, a distance of 533.28 feet, along the line common to said 248.894 and 25.000 acre tracts, to an iron pin found marking a corner common to said 248.894 and 25.000 acre tracts;

Thence South 03° 20' 57" West, a distance of 822.40 feet, along the line common to said 248.894 and 25.000 acre tracts, to an iron pin found marking a easterly corner common to said 248.894 acre tract and a 5.206 acre tract conveyed to W. Eugene & Florence L. Putterbaugh by a deed of record in Deed Book 402, page 249;

Thence North 86° 54' 02" West, a distance of 303.52 feet, along the line common to said 248.894 and 5.206 acre tracts, to a point;

Thence along the following forty-eight (48) courses and distances over and across said 248.894 acre tract:

1. Thence North 04° 49' 49" East, a distance of 305.86 feet, to a point;
2. Thence North 46° 04' 22" West, a distance of 119.60 feet, to a point;
3. Thence North 09° 43' 44" West, a distance of 131.54 feet, to a point;
4. Thence along a curve to the right having a radius of 280.00 feet, a central angle of 05° 32' 23", an arc length of 27.07 feet, and a chord that bears South 83° 02' 28" West, a chord distance of 27.06 feet, to a point;
5. Thence South 03° 04' 13" West, a distance of 132.24 feet, to a point;
6. Thence North 86° 55' 47" West, a distance of 560.00 feet, to a point;
7. Thence South 75° 32' 22" West, a distance of 146.82 feet, to a point;
8. Thence North 74° 03' 59" West, a distance of 125.67 feet, to a point;
9. Thence North 35° 43' 49" West, a distance of 143.50 feet, to a point;
10. Thence North 23° 25' 01" West, a distance of 418.83 feet, to a point;
11. Thence North 27° 32' 47" West, a distance of 143.50 feet, to a point;
12. Thence North 13° 25' 42" East, a distance of 143.50 feet, to a point;
13. Thence North 54° 24' 11" East, a distance of 143.50 feet, to a point;
14. Thence South 86° 46' 36" East, a distance of 128.96 feet, to a point;
15. Thence North 63° 13' 03" East, a distance of 475.14 feet, to a point;
16. Thence North 53° 20' 49" East, a distance of 143.50 feet, to a point;
17. Thence South 85° 40' 43" East, a distance of 143.50 feet, to a point;

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18. Thence South 44° 42' 14" East, a distance of 143.50 feet, to a point;

19. Thence South 03° 43' 45" East, a distance of 143.50 feet, to a point;

20. Thence South 32° 06' 21" West, a distance of 80.72 feet, to a point;

21. Thence South 03° 04' 13" West, a distance of 210.00 feet, to a point;

22. Thence North 86° 55' 47" West, a distance of 130.00 feet, to a point;

23. Thence South 03° 04' 13" West, a distance of 30.00 feet, to a point;

24. Thence South 86° 55' 47" East, a distance of 130.00 feet, to a point;

25. Thence South 03° 04' 13" West, a distance of 280.00 feet, to a point;

26. Thence South 86° 55' 47" East, a distance of 120.13 feet, to a point;

27. Thence South 03° 04' 13" West, a distance of 130.00 feet, to a point;

28. Thence along a curve to the left having a radius of 220.00 feet, a central angle of 14° 43' 33", an arc length of 56.54 feet, and a chord that bears North 85° 42' 26" East, a chord distance of 56.39 feet, to a point;

29. Thence North 11° 39' 20" West, a distance of 127.72 feet, to a point;

30. Thence North 81° 16' 53" East, a distance of 29.36 feet, to a point;

31. Thence North 37° 19' 10" East, a distance of 350.00 feet, to a point;

32. Thence North 04° 02' 00" East, a distance of 256.68 feet, to a point;

33. Thence North 19° 27' 21" West, a distance of 71.39 feet, to a point;

34. Thence North 09° 05' 23" West, a distance of 78.57 feet, to a point;

35. Thence North 02° 55' 54" East, a distance of 95.25 feet, to a point;

36. Thence North 15° 57' 49" East, a distance of 93.13 feet, to a point;

37. Thence North 24° 30' 45" East, a distance of 71.87 feet, to a point;

38. Thence North 67° 41' 26" West, a distance of 40.17 feet, to a point;

39. Thence North 42° 35' 08" West, a distance of 160.59 feet, to a point;

40. Thence North 64° 50' 59" West, a distance of 194.59 feet, to a point;

41. Thence North 68° 06' 19" West, a distance of 146.80 feet, to a point;

42. Thence North 43° 15' 32" West, a distance of 184.78 feet, to a point;

43. Thence North 87° 05' 46" West, a distance of 280.00 feet, to a point;

44. Thence South 65° 22' 30" West, a distance of 182.62 feet, to a point;

45. Thence North 85° 45' 05" West, a distance of 99.46 feet, to a point;

46. Thence North 51° 38' 31" West, a distance of 144.85 feet, to a point;

47. Thence North 10° 26' 40" West, a distance of 145.04 feet, to a point;

48. Thence North 03° 05' 20" East, a distance of 217.19 feet, to a point in the line common to said 248.894 acre tract and a 1.955 acre tract conveyed to Annabelle U. Dulin by a deed of record in Deed Book 458, page 645;

Thence South 86° 54' 40" East, a distance of 80.96 feet, along the line common to said 248.894 and 1.955 acre tracts, to an iron pin found marking a corner common to said 248.894, 1.955, and 10.157 acre tracts;

Thence South 87° 05' 46" East, a distance of 661.99 feet, along the line common to said 248.894 and 10.157 acre tracts, to an iron pin found marking a corner common to said 248.894 and 10.157 acre tracts;

Thence North 03° 32' 51" East, a distance of 794.76 feet, along the line common to said 248.894 and 10.157 acre tracts, to the POINT OF TRUE BEGINNING, containing 94.188 acres, more or less, of which 16.453 acres lie within said Farm Lot 11, 25.141 acres lie within said Farm Lot 12, 31.218 acres lie within said Farm Lot 13, and 21.376 acres lie within said Farm Lot 14, and being subject to all easements and rights-of-way of record.

The bearings used herein are based on the Grid Bearing of North 86° 28'32" West, between Delaware County Monuments designated DEL 94 and DEL 89, as determined by a GPS network of field observations performed in July 1998.

R.D. ZANDE AND ASSOCIATES, INC.

Professional Surveyor No. 7385

6-21-99

STATE OF OHIO
CHRIS Y. SCHIELRES
7385
REGISTERED PROFESSIONAL SURVEYOR

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EXHIBIT A VOL 0672 PAGE 264

DESCRIPTION OF A 57.583 ACRE TRACT OF LAND,
LOCATED SOUTH OF HOME ROAD, EAST OF SECTION LINE ROAD,
CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO
(SCIOTO RESERVE RESIDENTIAL ACREAGE - SECTION 2)

Situate in the State of Ohio, County of Delaware, Township of Concord, lying partly in Farm Lots 4, Section 1, Township 3 North, Range 20 West, and partly in Farm Lots 12, 13 and 14, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being a 57.583 acre tract of land out of a 248.894 acre tract conveyed to Triangle Properties, Inc. by deeds of record in Deed Book 663, Page 431, 436, 441, 446, 451 and 456, all records herein at the Recorder's Office, Delaware County, Ohio, and said 57.583 acre tract being bounded and more particularly described as follows:

BEGIN FOR REFERENCE, at a railroad spike found marking the intersection of the centerlines of Home Road (County Road 124, 60 feet-wide) and Section Line Road (County Road 5, 60 feet-wide), said railroad spike also marking the corner common to Farm Lots 14 and 15, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West;

Thence South 86° 49' 49" East, a distance of 53.27 feet, along the centerline of said Home Road, to a railroad spike found marking a north corner common to said 248.894 acre tract and a 0.299 acre parcel conveyed to Northern Telephone Company by a deed of record in Deed Book 279, page 369, said spike also marking the **POINT OF TRUE BEGINNING** of the 57.583 acre tract described herein;

Thence South 86° 49' 49" East, a distance of 1768.47 feet, continuing along the centerline of said Home Road, to a railroad spike found marking a north corner common to said 248.894 acre tract and a 10.245 acre parcel conveyed to Larry J. Swenson, by a deed of record in Deed Book 480, page 338;

Thence South 02° 26' 04" West, a distance of 741.48 feet, along the line common to said 248.894 and 10.245 acre tracts, to a point;

Thence along the following forty-nine (49) courses and distance over and across said 248.894 acre tract:

1. Thence North 87° 05' 08" West, a distance of 167.87 feet, to a point;
2. Thence South 02° 54' 52" West, a distance of 50.47 feet, to a point;
3. Thence along a curve to the left having a radius of 470.00 feet, a central angle of 1° 15' 50", an arc length of 10.37 feet, and a chord that bears South 02° 16' 57" West, a chord distance of 10.37 feet, to a point;
4. Thence South 87° 05' 08" East, a distance of 129.89 feet, to a point;
5. Thence South 08° 56' 15" East, a distance of 118.83 feet, to a point;

6. Thence South 27° 50' 26" East, a distance of 128.01 feet, to a point;

7. Thence South 31° 22' 50" East, a distance of 210.00 feet, to a point;

8. Thence South 24° 39' 40" East, a distance of 94.10 feet, to a point;

9. Thence South 12° 52' 00" East, a distance of 208.57 feet, to a point;

10. Thence South 58° 56' 54" East, a distance of 75.13 feet, to a point;

11. Thence South 80° 46' 52" East, a distance of 82.91 feet, to a point;

12. Thence South 64° 36' 59" East, a distance of 112.54 feet, to a point;

13. Thence South 26° 39' 40" East, a distance of 153.75 feet, to a point;

14. Thence South 18° 56' 29" West, a distance of 164.00 feet, to a point;

15. Thence South 66° 05' 52" West, a distance of 164.00 feet, to a point;

16. Thence North 71° 54' 43" West, a distance of 129.50 feet, to a point;

17. Thence North 43° 06' 56" West, a distance of 146.66 feet, to a point;

18. Thence North 57° 36' 14" West, a distance of 90.78 feet, to a point;

19. Thence South 62° 40' 42" West, a distance of 240.90 feet, to a point;

20. Thence South 72° 37' 41" West, a distance of 79.60 feet, to a point;

21. Thence South 76° 04' 50" West, a distance of 79.40 feet, to a point;

22. Thence South 81° 41' 57" West, a distance of 79.40 feet, to a point;

23. Thence South 87° 19' 03" West, a distance of 79.40 feet, to a point;

24. Thence North 87° 03' 51" West, a distance of 79.40 feet, to a point;

25. Thence North 81° 26' 45" West, a distance of 79.40 feet, to a point;

26. Thence North 75° 49' 39" West, a distance of 79.40 feet, to a point;

27. Thence North 70° 12' 33" West, a distance of 79.40 feet, to a point;

28. Thence North 64° 35' 26" West, a distance of 79.40 feet, to a point;

29. Thence North 58° 56' 09" West, a distance of 80.43 feet, to a point;

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30. Thence North 53° 14' 40" West, a distance of 80.43 feet, to a point;

31. Thence North 47° 33' 12" West, a distance of 80.43 feet, to a point;

32. Thence North 41° 51' 43" West, a distance of 80.43 feet, to a point;

33. Thence North 36° 10' 15" West, a distance of 80.43 feet, to a point;

34. Thence North 31° 08' 39" West, a distance of 75.59 feet, to a point;

35. Thence North 30° 16' 25" West, a distance of 579.17 feet, to a point;

36. Thence North 16° 53' 10" West, a distance of 126.80 feet, to a point;

37. Thence North 50° 46' 45" West, a distance of 74.91 feet, to a point;

38. Thence North 89° 35' 27" West, a distance of 73.58 feet, to a point;

39. Thence North 62° 50' 23" West, a distance of 115.84 feet, to a point;

40. Thence North 25° 56' 26" West, a distance of 242.06 feet, to a point;

41. Thence North 57° 11' 49" East, a distance of 242.06 feet, to a point;

42. Thence North 84° 28' 19" East, a distance of 134.07 feet, to a point;

43. Thence South 62° 53' 30" East, a distance of 156.32 feet, to a point;

44. Thence North 46° 43' 50" East, a distance of 477.00 feet, to a point;

45. Thence South 88° 16' 10" East, a distance of 56.57 feet, to a point;

46. Thence South 43° 16' 10" East, a distance of 89.70 feet, to a point;

47. Thence along a curve to the left having a radius of 320.00 feet, a central angle of 38° 03' 21", an arc length of 212.54 feet, and a chord that bears North 25° 14' 15" East, a chord distance of 208.66 feet, to a point of compound curvature;

48. Thence along a curve to the left having a radius of 35.00 feet, a central angle of 93° 02' 24", an arc length of 56.83 feet, and a chord that bears North 40° 18' 37" West, a chord distance of 50.79 feet, to a point of tangency;

49. Thence North 86° 49' 49" West, a distance of 872.56 feet, along a proposed south right-of-way line over and across said 248.894 acre tract, parallel to and 50.00 feet southerly of, as measured at right angles, the centerline of said Home Road, to a point in the east line of said 0.229 acre tract;

Thence North 02° 02' 12" East, a distance of 50.01 feet, along the line common to said 248.894 and 0.229 acre tracts, passing an iron pin found at 19.99 feet in the existing south right-of-way line of said Home Road, to the Point of True Beginning, containing 64.417 acres, more or less, of which 0.041 acres lie within said Farm Lot 4, 9.587 acres lie within said Farm Lot 12, 33.941 acre lie within said Farm Lot 13, and 20.848 acres lie within said Farm Lot 14, and being subject to all easements and rights-of-way of record, and excepting therefrom the following two (2) tracts of land:

EXCEPTION 1:

Situate in the State of Ohio, County of Delaware, Township of Concord, lying in Farm Lots 13 and 14, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being a 6.772 acre tract of land out of said 248.894 acre tract conveyed to Triangle Properties, Inc. by deeds of record in Deed Book 663, Pages 431, 436, 441, 446, 451 and 456, and said 6.772 acre tract being bounded and more particularly described as follows:

BEGIN FOR REFERENCE, at a railroad spike found marking the intersection of the centerlines of Home Road (County Road 124, 60 feet-wide) and Section Line Road (County Road 5, 60 feet-wide), said railroad spike also marking the corner common to Farm Lots 14 and 15, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West;

Thence South 86° 49' 49" East, a distance of 1481.35 feet, along the centerline of said Home Road, to a point;

Thence South 03° 10' 11" West, a distance of 50.00 feet, leaving the centerline of said Home Road, to a point in the proposed south right-of-way line of said Home Road, said point marking the **POINT OF TRUE BEGINNING** of the 6.772 acre tract described herein;

Thence along the following nineteen (19) courses and distances over and across said 248.894 acre tract:

1. Thence South 03° 10' 11" West, a distance of 132.70 feet, to a point;
2. Thence South 41° 46' 10" West, a distance of 143.50 feet, to a point;
3. Thence South 10° 23' 19" West, a distance of 108.78 feet, to a point;
4. Thence South 29° 59' 18" East, a distance of 172.50 feet, to a point;
5. Thence South 02° 54' 52" West, a distance of 210.00 feet, to a point;
6. Thence South 87° 05' 08" East, a distance of 130.00 feet, to a point;
7. Thence South 02° 54' 52" West, a distance of 20.00 feet, to a point;
8. Thence North 87° 05' 08" West, a distance of 130.00 feet, to a point;

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9. Thence South 77° 11' 27" West, a distance of 80.35 feet, to a point;

10. Thence North 78° 48' 46" West, a distance of 117.07 feet, to a point;

11. Thence North 61° 20' 41" West, a distance of 58.84 feet, to a point;

12. Thence North 46° 00' 44" West, a distance of 138.05 feet, to a point;

13. Thence North 43° 16' 10" West, a distance of 250.00 feet, to a point;

14. Thence North 46° 43' 50" East, a distance of 150.08 feet, to a point;

15. Thence North 34° 53' 49" East, a distance of 88.37 feet, to a point;

16. Thence North 58° 35' 23" West, a distance of 130.00 feet, to a point;

17. Thence along a curve to the left having a radius of 380.00 feet, a central angle of 26° 09' 13", an arc length of 173.46 feet, and a chord that bears North 18° 20' 01" East, a chord distance of 171.95 feet, to a point of compound curvature;

18. Thence along a curve to the right having a radius of 35.00 feet, a central angle of 87° 54' 47", an arc length of 53.70 feet, and a chord that bears North 49° 12' 48" East, a chord distance of 48.59 feet, to a point of tangency;

19. Thence South 86° 49' 49" East, a distance of 424.41 feet, along a proposed south right-of-way line of said Home Road being over and across said 248.894 acre tract, parallel to and 50.00 feet southerly of, as measured at right angles, the centerline of said Home Road, to the Point of True Beginning, containing 6.772 acres, more or less, of which 0.609 acres lie within said Farm Lot 12 and 6.163 acres lie with said Farm Lot 13.

EXCEPTION 2:

Situate in the State of Ohio, County of Delaware, Township of Concord, lying in Farm Lots 14, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being a 0.062 acre tract of land as an existing cemetery (Carson) reserved out of a 303 acre tract conveyed in Deed Book 51, page 505, and recorded in Cemetery Book, page 88, and said 0.62 acre tract being bounded and more particularly described as follows:

BEGIN FOR REFERENCE, at a railroad spike found at the intersection of the centerlines of Home Road (County Road 124, 60 feet in width) and Section Line Road (County Road 5, 60 feet in width), said railroad spike also marking the corner common to Farm Lots 15 and 14, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West;

Thence South 03° 13' 16" West, a distance of 695.97 feet, along the line common to said Farm Lots 4 and 14, to a point marking the westerly corner common to said Farm Lots 13 and 14;

Thence South 86° 46' 44" East, a distance of 5.17 feet, along the line common to said Farm Lots 13 and 14, to a point;

Thence North 03° 13' 16" East, a distance of 0.97 feet, to the POINT OF TRUE BEGINNING of the 0.062 acre tract described herein;

Thence along the following four (4) courses and distances around the perimeter stone wall of said 0.062 acre Carson Cemetery:

1. Thence North 01° 52' 17" East, a distance of 41.50 feet, to a point;
2. Thence North 88° 34' 19" East, a distance of 64.67 feet, to a point;
3. Thence South 02° 52' 57" West, a distance of 43.02 feet, to a point;
4. Thence South 89° 53' 05" West, a distance of 63.84 feet, to the Point of True Beginning, containing 0.062 acre, more or less;

leaving 57.583 acres, more or less, of which 0.041 acres lie within said Farm Lot 4, 9.587 acres lie within said Farm Lot 12, 33.332 acres lie within said Farm Lot 13, and 14.623 acre lie within said Farm Lot 14, and being subject to all easements and rights-of-way of record.

The bearings used herein are based on the Grid Bearing of North 86° 28'32" West, between Delaware County Monuments designated DEL 94 and DEL 89, as determined by a GPS network of field observations performed in July 1998.

R.D. ZANDE AND ASSOCIATES, INC.

Chris Y. Scheeres, P.S. 14 Jan '99
Professional Surveyor No. 7385

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STATE OF OHIO
CHRIS Y. SCHEERES
7385
REGISTERED
PROFESSIONAL SURVEYOR

EXHIBIT A

DESCRIPTION OF A 86.523 ACRE TRACT OF LAND LOCATED NORTH OF HOME ROAD, EAST OF SECTION LINE ROAD, CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO

(SCIOTO RESERVE RESIDENTIAL ACREAGE - SECTION 3)

Situate in the State of Ohio, County of Delaware, Township of Concord, lying partly in Farm Lots 15, 16, 17, 31 and 32, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being an 86.523 acre tract of land comprised of 51.242 acres out of the 81.658 and 35.281 acres out of the 121.670 acre tracts conveyed to Triangle Real Estate Services, Inc. by deed of record in Deed Book 633, Pages 653, 656, 659 and Deed Book 663, Page 648, respectively, all records herein of the Recorder's Office, Delaware County, Ohio, and said 86.523 acre tract being bounded and more particularly described as follows:

Beginning at a railroad spike found marking the intersection of the centerlines of Home Road (County Road 124, 60 feet-wide) and Section Line Road (County Road 5, 60 feet-wide), said railroad spike marking the corner common to said Farm Lots 14 and 15, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West, and said spike also marking the southwesterly corner of said 86.523 acre tract described herein;

Thence North 03°13'16" East, a distance of 707.96 feet, with the centerline of said Section Line Road, a line common to said Farm Lots 3, 15, and then 16, to a railroad spike found marking a corner common to said 121.670 acre tract and a 0.87 acre tract conveyed to Jack L. and Emmalee W. Amundson by a deed of record in Deed Book 613, Page 717;

Thence along the following two (2) courses and distances with the lines common to said 121.670 and 0.87 acre tracts;

1. Thence South 86°30'45" East, a distance of 311.95 feet, to an iron pin found marking a corner common to said 121.670 and 0.87 acre tracts;

2. Thence North 03°23'17" East, a distance of 121.12 feet, to an iron pin found marking a corner common to said 121.670 and 0.87 acre tracts in the south line of an original 61.33 acre tract conveyed as Tract #1 to Thomas E,, James A. and William L. Price by a deed of record in Deed Book 622, Page 239;

Thence South 86°31'03" East, a distance of 238.24 feet, with the line common to said 81.658 and 61.33 acre tracts, to an iron pin found marking a southerly corner common to said 81.658 and 61.33 acre tracts;

Thence North 03°28'33" East, a distance of 2458.30 feet, with the line common to said 81.658 and 61.33 acre tracts, and then an original 14.36 acre tract conveyed as Tract #2 to

Thomas E., James A. and William L. Price by a deed of record in Deed Book 622, Page 239, to an iron pin found marking the corner common to said 81.658 and 14.36 acre tracts in the southerly right-of-way line of Lake Hill Road South as shown and delineated on the record plat of "LAKE HILL ESTATES NO. 2" in Plat Book 7, Page 255;

Thence South 88°25'19" East, a distance of 810.55 feet, with the line common to said 81.658 acre tract and said "LAKE HILL ESTATES NO. 2", to an iron pin found marking corner common to said 81.658 acre tract and Lot 4193 of said "LAKE HILL ESTATES NO. 2";

Thence along the following fifty-six (56) courses and distances over and across said 81.658 and 121.670 acre tracts:

1. Thence South 00°57'26" East, a distance 167.58 feet, to a point;
2. Thence North 85°56'54" East, a distance of 65.82 feet, to a point;
3. Thence North 72°00'16' East, a distance of 113.33 feet, to a point;
4. Thence North 50°32'52" East, a distance of 248.04 feet, to a point;
5. Thence North 61°42'44" East, a distance of 112.73 feet, to a point;
6. Thence South 24°40'19" East, a distance of 130.00 feet, to a point;
7. Thence along a curve to the right having a radius 530.00 feet, a central angle of 02°09'45", an arc length of 20.00 feet, and a chord that bears North 66°24'33" East, a chord distance of 20.00 feet, to a point;
8. Thence North 22°30'34" West, a distance of 130.00 feet, to a point;
9. Thence North 71°03'27" East, a distance of 82.12 feet, to a point;
10. Thence North 76°27'15" East, a distance of 144.58 feet, to a point;
11. Thence South 13°23'19" East, a distance of 130.00 feet, to a point;
12. Thence North 76°36'41" East, a distance of 473.33 feet, to a point;
13. Thence South 13°23'19" East, a distance of 190.00 feet, to a point;
14. Thence South 76°36'41" West, a distance of 611.91 feet, to a point;

15. Thence North 26°33'53" West, a distance of 131.12 feet, to a point;

16. Thence along a curve to the left having a radius of 470.00, a central angle of 02°27'10", an arc length of 20.12 feet, and a chord that bears South 69°40'24" West, a chord distance of 20.12 feet, to a point;

17. Thence South 26°33'53" East, a distance of 209.99 feet, to a point;

18. Thence South 21°38'31" East, a distance of 806.27 feet, to a point;

19. Thence South 53°27'43" East, a distance of 92.41 feet, to a point;

20. Thence South 12°54'09" East, a distance of 109.13 feet, to a point;

21. Thence South 21°37'42" West, a distance of 140.00 feet, to a point;

22. Thence South 60°34'15" West, a distance of 140.00 feet, to a point;

23. Thence North 80°29'12" West, a distance of 140.00 feet, to a point;

24. Thence North 41°26'11" West, a distance of 140.74 feet, to a point;

25. Thence North 12°07'42" West, a distance of 70.98 feet, to a point;

26. Thence North 07°01'20" East, a distance of 79.78 feet, to a point;

27. Thence North 21°38'31" West, a distance of 761.04 feet, to a point;

28. Thence South 67°25'40" West, a distance of 169.05 feet, to a point;

29. Thence South 76°29'43" West, a distance of 83.24 feet, to a point;

30. Thence South 83°43'36" West, a distance of 83.24 feet, to a point;

31. Thence South 85°42'16" West, a distance of 65.39 feet, to a point;

32. Thence South 74°52'08" West, a distance of 123.28 feet, to a point;

33. Thence South 60°24'54" West, a distance of 123.28 feet, to a point;

34. Thence South 43°54'25" East, a distance of 149.34 feet, to a point;

35. Thence South 28°07'03" East, a distance of 207.41 feet, to a point;

36. Thence South 16°46'50" East, a distance of 92.44 feet, to a point;

37. Thence South 22°34'48" East, a distance of 216.35 feet, to a point;

38. Thence South 36°23'49" East, a distance of 150.88 feet, to a point;

39. Thence South 06°03'45" West, a distance of 258.43 feet, to a point;

40. Thence South 17°02'49" West, a distance of 90.70 feet, to a point;

41. Thence South 28°21'48" West, a distance of 90.70 feet, to a point;

42. Thence South 39°40'46" West, a distance of 90.70 feet, to a point;

43. Thence South 50°59'44" West, a distance of 90.70 feet, to a point;

44. Thence South 63°17'45" West, a distance of 97.46 feet, to a point;

45. Thence South 73°15'55" West, a distance of 110.78 feet, to a point;

46. Thence along a curve to the right having a radius of 630.00 feet, a central angle of 06°12'15", an arc length 68.22 feet, and a chord that bears South 07°29'06" East, a chord distance of 68.18 feet, to a point;

47. Thence North 85°37'02" East, a distance of 130.00 feet, to a point;

48. Thence South 01°19'11" East, a distance of 163.38 feet, to a point;

49. Thence South 16°59'26" West, a distance of 160.39 feet, to a point;

50. Thence South 19°20'00" West, a distance of 600.00 feet, to a point;

51. Thence South 11°15'06" West, a distance of 123.71 feet, to a point;

52. Thence South 03°10'11" West, a distance of 140.00 feet, to a point;

53. Thence North 86°49'49" West, a distance of 130.00 feet, to a point;

54. Thence South 03°10'11" West, a distance of 92.92 feet, to a point of curvature;

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55. Thence along a curve to the left having a radius of 35.00 feet, a central angle of 90°00'00", an arc length of 54.98 feet, and a chord that bears South 41°49'49" East, a chord distance of 49.50 feet, to a point of tangency;

56. Thence South 86°49'49" East, a distance of 325.26 feet, along the proposed northerly right-of-way line of Home Road, said line being parallel to, and 50.00 feet northerly of, as measured at right angles to the centerline of said Home Road, to a point in the westerly line of a 1.110 acre tract conveyed to Janice E. Williams by a deed of record in Deed Book 485, Page 800;

Thence South 04°00'45" West, a distance of 50.01 feet, with the westerly line of said 1.110 acre tract a line common with the said 121.670 acre tract, to a point marking the southerly corner common to said 1.110 and 121.670 acre tracts in the centerline of said Home Road;

Thence North 86°49'49" West, a distance of 1381.75 feet, with the centerline of said Home Road to the Point Of True Beginning, containing 86.523 acres, more or less, of which 9.155 acres lie within Farm Lot 17, 6.894 acres lie within Farm Lot 31, and 35.193 acres lie within Farm Lot 32 are out of the 81.658 acre tract; 16.883 acres lie within Farm Lot 15, 4.639 acres lie within Farm Lot 16 and 13.759 acres lie within Farm Lot 31 are out of the 121.670 acre tract, and being subject to all easements and rights-of-way of record.

The bearings used herein are based on the bearing of North 86° 28' 32" West, between Delaware County G.I.S. monuments DEL94 and DEL98, as determined by a GPS network of field observations performed in July 1988.

R.D. ZANDE AND ASSOCIATES, INC.

Chris Y. Scheeres, P.S.
Registered Surveyor No. 7385 14 Jun '99

STATE OF OHIO
CHRIS Y. SCHEERES
7385
REGISTERED
PROFESSIONAL SURVEYOR

P:\4363\survey\data\4363SP5-desc

EXHIBIT A

DESCRIPTION OF A 221.136 ACRE TRACT OF LAND LOCATED NORTH OF HOME ROAD, EAST OF SECTION LINE ROAD, CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO

(SCIOTO RESERVE RESIDENTIAL ACREAGE - SECTION 4)

Situate in the State of Ohio, County of Delaware, Township of Concord, lying partly in Farm Lots 15, 16, 20, 28, 29, 30, and 31, Section 2, Township 3 North, Range 19 West, United States Military Lands and being a 221.136 acre tract of land comprised of 18.379 acres out of the 20.147 acre tract, 22.232 acres out of the 63.545 acre tract, 1.851 acres out of the 121.670 acre tract, 58.103 acres out of the 97.426 acre tract, 112.790 acres out of the 113.096 acre tract, and 7.773 acres out of the 81.658 acre tract conveyed to Triangle Properties, Inc. by deeds of record in Deed Book 663, Page 648, Deed Book 663, Page 646, Deed Book 663, Page 648, Deed Book 663, Page 644, Deed Book 663, Page 641, and Deed Book 663, Pages 653, 656, and 659, respectively, all records herein of the Recorder's Office, Delaware County, Ohio, and said 221.136 acre tract being bounded more particularly described as follows:

BEGIN FOR REFERENCE, at a railroad spike found marking the intersection of the centerlines of Home Road (County Road 124, 60 feet-wide) and Section Line Road (County Road 5, 60 feet-wide), said railroad spike also marking the corner common to Farm Lots 14 and 15, Section 2, Township 3 North, Range 19 West, and Farm Lots 3 and 4, Section 1, Township 3 North, Range 20 West;

Thence South 86°49'49" East, a distance of 2497.66 feet, with the centerline of said Home Road, to a railroad spike set marking an angle point in said centerline;

Thence South 87°01'53" East, a distance of 1064.49 feet, continuing with the centerline of said Home Road, to a railroad spike found marking a corner common to said 20.147 acre tract and a 2.06 acre tract conveyed to Russel L. and Deanna E. Godby by a deed of record in Deed Book 564, Page 699, and said railroad spike being the POINT OF TRUE BEGINNING of the 221.136 acre tract described herein;

Thence North 03°15'14" East, a distance of 243.96 feet, with the line common to said 20.147 and 2.06 acre tracts, to an iron pin found marking corner common to said 2.06 and 20.147 acre tracts;

Thence South 89°04'20" West, a distance of 388.38 feet, with the line common to said 20.147 and 2.06 acre tracts, to an iron pin found marking a westerly corner common to said 20.147 and 2.06 acre tracts in the easterly line of a 7.893 acre tract conveyed to Ronnie A. Dulin by a deed of record in Deed Book 49, Page 632;

Thence North 03°18'35" East, a distance of 558.17 feet, with the line common to said 20.147 and 7.893 acre tracts, to a point in said line;

Thence along the following sixty-four (64) courses and distances over and across said 20.147, 63.545, 121.670, 97.426, 113.096 and the 81.658 acre tracts:

1. Thence South 89°39'14" East, a distance of 784.17 feet, to a point;
2. Thence North 09°50'12" West, a distance of 129.76 feet, to a point;
3. Thence North 79°15'31" East, a distance of 130.33 feet, to a point;
4. Thence along a curve to the left having a radius of 1770.00 feet, a central angle of 01°02'24", an arc length of 32.13 feet, and a chord that bears North 11°15'41" West, a chord distance of 32.13 feet, to a point;
5. Thence South 78°13'07" West, a distance of 130.00 feet, to a point;
6. Thence North 15°10'16" West, a distance of 204.61 feet, to a point;
7. Thence North 17°18'05" West, a distance of 140.00 feet, to a point;
8. Thence South 72°41'55" West, a distance of 241.52 feet, to a point;
9. Thence South 76°26'07" West, a distance of 80.43 feet, to a point;
10. Thence South 82°03'58' West, a distance of 80.43 feet, to a point;
11. Thence South 87°45'26" West, a distance of 80.43 feet, to a point;
12. Thence North 86°33'05" West, a distance of 80.43 feet, to a point;
13. Thence North 80°51'36" West, a distance of 80.43 feet, to a point;
14. Thence North 75°10'08" West, a distance of 80.43 feet, to a point;
15. Thence North 68°55'44" West, a distance of 95.92 feet, to a point;
16. Thence North 62°41'20" West, a distance of 80.43 feet, to a point;
17. Thence North 56°59'51" West, a distance of 80.43 feet, to a point;
18. Thence North 52°04'57" West, a distance of 75.16 feet, to a point;
19. Thence North 72°07'57" West, a distance of 74.88 feet, to a point;

20. Thence North 61°04'09" West, a distance of 95.89 feet, to a point;

21. Thence North 20°56'04" West, a distance of 153.50 feet, to a point;

22. Thence North 20°32'24" East, a distance of 136.78 feet, to a point;

23. Thence North 59°30'53" East, a distance of 136.78 feet, to a point;

24. Thence South 81°30'39" East, a distance of 136.78 feet, to a point;

25. Thence North 61°05'46" East, a distance of 212.36 feet, to a point;

26. Thence North 42°15'00" East, a distance of 153.30 feet, to a point;

27. Thence South 84°29'34" East, a distance of 89.75 feet, to a point;

28. Thence North 65°27'03" East, a distance of 351.03 feet, to a point;

29. Thence North 10°15'47" West, a distance of 188.72 feet, to a point;

30. Thence North 67°21'04" West, a distance of 294.50 feet, to a point;

31. Thence North 55°51'33" West, a distance of 143.50 feet, to a point;

32. Thence North 19°53'33" West, a distance of 109.42 feet, to a point;

33. Thence North 86°43'17" West, a distance of 60.30 feet, to a point;

34. Thence South 83°41'54" West, a distance of 184.30 feet, to a point;

35. Thence North 58°55'30" West, a distance of 143.95 feet, to a point;

36. Thence North 18°25'15" West, a distance of 143.50 feet, to a point;

37. Thence North 22°33'14" East, a distance of 143.50 feet, to a point;

38. Thence North 61°21'55' East, a distance of 130.28 feet, to a point;

39. Thence South 70°57'04" East, a distance of 83.22 feet, to a point;

40. Thence North 76°18'49" East, a distance of 855.41 feet, to a point;

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41. Thence North 04°10'26" East, a distance of 61.73 feet, to a point;

42. Thence South 85°49'34" East, a distance of 129.95 feet, to a point;

43. Thence North 04°00'07" East, a distance of 157.37 feet, to a point;

44. Thence North 85°59'53" West, a distance of 130.00 feet, to a point;

45. Thence North 04°00'07" East, a distance of 210.00 feet, to a point;

46. Thence North 85°59'53" West, a distance of 45.86 feet, to a point;

47. Thence South 87°16'26" West, a distance of 133.29 feet, to a point;

48. Thence South 79°46'27' West, a distance of 92.69 feet, to a point;

49. Thence South 76°36'41" West, a distance of 815.69 feet, to a point;

50. Thence North 13°23'19" West, a distance of 190.00 feet, to a point;

51. Thence North 76°36'41" East, a distance of 208.97 feet, to a point;

52. Thence North 13°23'19" West, a distance of 149.51 feet, to a point;

53. Thence North 30°07'47" West, a distance of 49.54 feet, to a point;

54. Thence North 49°38'52" West, a distance of 49.41 feet, to a point;

55. Thence North 69°00'50" West, a distance of 49.57 feet, to a point;

56. Thence North 86°25'20" West, a distance of 266.81 feet, to a point;

57. Thence South 83°28'27" West, a distance of 71.10 feet, to a point;

58. Thence North 86°33'04" West, a distance of 75.00 feet, to a point;

59. Thence North 03°34'40" East, a distance of 127.33 feet, to a point;

60. Thence along a curve to the left having a radius of 50.00 feet, a central angle of 28°31'35", an arc length of 24.89 feet, and a chord that bears South 33°58'21" West, a chord distance of 24.64 feet, to a point;

61. Thence along a curve to the right having a radius 75.000 feet, a central angle of 122°26'37", an arc length 160.28 feet, and a chord that bears South 80°55''52" West, a chord distance of 131.47 feet, to a point;

62. Thence North 86°33'04" West, a distance of 203.08 feet, to a point;

63. Thence North 39°53'01" West, a distance of 182.15 feet, to a point;

64. Thence North 03°26'56" East, a distance of 135.00 feet, to a point in the line common to said 81.658 acre tract and an 86 acre tract conveyed to Lois S. Chope, Trustee, by a deed of record in Deed Book 629, Page 266;

Thence South 86°34'23" East, a distance of 2267.84 feet, with the line common to said 81.658 and 86 acre tracts, then a 99 acre tract to the north conveyed to Edwin M. and Wilma F. Jackson by a deed of record in Deed Book 633, Page 744, and then said 113.096 acre tract to the south, to an iron pin found at the southeasterly corner of said 99 acre tract, said pin being a corner common with said 113.096 acre tract;

Thence North 04°00'07" East, a distance of 2621.62 feet, with a line common to said 113.096 and 99 acre tracts, to an iron pin found in the east line of said 99 acre tract marking a corner common to said 113.096 acre tract and a 5.00 acre tract conveyed to David R. and Paula Monska by a deed of record in Liber 503, Pae 427;

Thence South 86°45'21" East, a distance of 1327.54 feet, with a line common to said 113.096 and 5.00 acre tracts, then a 5.776 acre tract to the north conveyed to Kenneth A. and Violet D. Monska by a deed of record in Deed Book 553, Pages 357 & 440, and then a 10.00 acre tract to the north conveyed to Michael and Susan M. Jackson in Liber 483, Page 342 and Liber 505, Page 677, to an iron pin found marking the the easterly corner common to said 113.096 and 10.00 acre tracts in the west line of a 9.144 acre tract conveyed to David R. and Janis C. Miller by a deed of record in Deed Book 538, Page 75, said line also being the line common to Concord and Liberty Townships;

Thence South 04°05'42" West, a distance of 4423.70 feet, with the east line of said 113.096 and 97.426 acre tracts, said line also being the line common to said Concord and Liberty Townships, to a point in said line;

Thence along the following forty-seven (47) courses and distances over and across the 97.426, 113.096, 63.545 and 20.147 acre tracts:

1. Thence North 82°08'19" West, a distance of 295.33 feet, to a point;

2. Thence North 39°28'22" West, a distance of 143.50 feet, to a point;

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3. Thence North 49°04'25" West, a distance of 404.59 feet, to a point;
4. Thence North 44°47'51" West, a distance of 143.50 feet, to a point;
5. Thence North 03°49'22" West, a distance of 143.50 feet, to a point;
6. Thence North 40°14'34" East, a distance of 164.00 feet, to a point;
7. Thence South 87°46'54" East, a distance of 51.61 feet, to a point;
8. Thence North 47°14'37" East, a distance of 140.00 feet, to a point;
9. Thence North 42°45'23" West, a distance of 530.00 feet, to a point;
10. Thence North 56°44'39" West, a distance of 92.33 feet, to a point;
11. Thence North 85°59'53" West, a distance of 254.24 feet, to a point;
12. Thence South 04°00'07" West, a distance of 210.57 feet, to a point;
13. Thence North 85°59'53" West, a distance of 130.00 feet, to a point;
14. Thence South 04°00'07" West, a distance of 20.00 feet, to a point;
15. Thence South 85°59'53" East, a distance of 130.00 feet, to a point;
16. Thence South 04°00'07" West, a distance of 140.00 feet, to a point;
17. Thence South 09°18'30" East, a distance of 187.19 feet, to a point;
18. Thence South 22°20'24" East, a distance of 217.57 feet, to a point;
19. Thence South 19°23'29" East, a distance of 80.36 feet, to a point;
20. Thence South 04°59'33" East, a distance of 160.16 feet, to a point;
21. Thence South 00°19'18" West, a distance of 79.74 feet, to a point;
22. Thence South 05°38'09" West, a distance of 79.74 feet, to a point;
23. Thence South 74°41'06" East, a distance of 444.61 feet, to a point;

24. Thence South 73°43'00" East, a distance of 145.74 feet, to a point;

25. Thence South 32°23'54" East, a distance of 143.50 feet, to a point;

26. Thence South 11°40'02" West, a distance of 164.00 feet, to a point;

27. Thence South 57°51'09" West, a distance of 157.61 feet, to a point;

28. Thence North 80°00'01" West, a distance of 169.69 feet, to a point;

29. Thence South 85°54'14" West, a distance of 76.94 feet, to a point;

30. Thence North 87°45'57" West, a distance of 83.24 feet, to a point;

31. Thence North 80°32'05" West, a distance of 83.24 feet, to a point;

32. Thence North 74°42'46" West, a distance of 83.40 feet, to a point;

33. Thence North 65°10'18" West, a distance of 148.41 feet, to a point;

34. Thence South 24°49'42" West, a distance of 240.00 feet, to a point;

35. Thence South 19°46'13" West, a distance of 55.47 feet, to a point;

36. Thence South 00°42'02" East, a distance of 50.26 feet, to a point;

37. Thence South 16°39'17" East, a distance of 74.00 feet, to a point;

38. Thence South 17°18'05" East, a distance of 502.65 feet, to a point;

39. Thence South 14°18'04" East, a distance of 73.98 feet, to a point;

40. Thence South 12°37'05" East, a distance of 73.96 feet, to a point;

41. Thence South 78°27'47" West, a distance of 130.00 feet, to a point;

42. Thence along a curve to the right having a radius of 1830.00 feet, a central angle of 02°53'31", an arc length of 92.37 feet, and a chord which bears South 10°05'28" East, a chord distance of 92.36 feet, to a point;

43. Thence North 81°21'18" East, a distance of 130.00 feet, to a point;

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44. Thence South 09°59'11" East, a distance of 74.09 feet, to a point;

45. Thence South 03°06'34" East, a distance of 31.55 feet, to a point;

46. Thence South 86°55'35" East, a distance of 2.61 feet, to a point;

47. Thence South 03°17'15" West, a distance of 840.53 feet, to a point in the south line of said 20.147 acre tract, said line also being the centerline of Home Road;

Thence North 87°01'53" West, a distance of 716.46 feet, with the centerline of said Home Road to the POINT OF TRUE BEGINNING, containing 221.136 acres, more or less, of which 14.040 acres lie within said Farm Lot 15 and 4.339 acres lie within said Farm Lot 16 are out of the 20.147 acre tract; 22.232 acre lie within said Farm Lot 30 are out of the 63.545 acre tract; 1.851 acres lie within said Farm Lot 31 are out of the 121.670 acre tract; 15.665 acres lie within said Farm Lot 28 and 42.438 acres lie within said Farm Lot 29 are out of the 97.426 acre tract; 79.756 acres lie within said Farm Lot 20 and 33.042 acres lie within said Farm Lot 28 are out of the 113.096 acre tract; and 7.773 acres lie within Farm Lot 31 are out of the 81.658 acre tract, and being subject to all easements and rights-of-way of record.

The bearings used herein are based on the bearing of North 86° 28' 32" West between Delaware County G.I.S. monuments DEL94 and DEL98, as determined by a GPS network of field observations performed in July 1988.

R.D. ZANDE AND ASSOCIATES, INC.

C. V. Scheeres, P.S. 14 Jun 99
Registered Surveyor No. 7385

STATE OF OHIO
CHRIS Y. SCHEERES
7385
REGISTERED
PROFESSIONAL SURVEYOR

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June 15, 1999

EXHIBIT B

Site Plan
for Golf Course,
1163 subdivision lots and
92 condominium units

