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KEPHART & FISHER LLC (BOX)
207 NORTH FOURTH ST
COLUMBUS, OH 43215

TERRA ALTA

(A Planned Community Under Chapter 5312 of the Ohio Revised Code)

City of Delaware, Delaware County, Ohio

MASTER DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS, CONDITIONS AND RESTRICTIONS

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MASTER DECLARATION OF COVENANTS, EASEMENTS ASSESSMENTS, CONDITIONS AND RESTRICTIONS

This Master Declaration of Covenants, Easements, Assessments, Conditions and Restrictions (the "Master Declaration") is made on or as of this 27th day of September, 2018, by Terra Alta LLC, an Ohio limited liability company (hereinafter, the "Declarant" and "Master Developer").

STATEMENT OF PURPOSE

A. The Master Developer is assembling, planning, zoning and developing a master planned community known as "Terra Alta" that generally encompasses the geographic area depicted on the attached Exhibit A, located in the City of Delaware, Delaware County, Ohio ("Terra Alta"). Exhibit A is being provided solely as a general depiction of Terra Alta and does not constitute or represent a final development plan for the ultimate build out and development of Terra Alta, which remains subject to change and modification.

B. The Master Developer desires to develop Terra Alta into a high-quality, master planned community consisting of residential subdivisions, condominium regimes and other facilities for recreational uses and open spaces, and to restrict the use and occupancy of Terra Alta for the protection and benefit of all future owners thereof.

C. Detailed guidelines, consisting of the Development and Architectural Standards, as hereinafter defined, have been established to regulate all development, architecture and construction within Terra Alta. Each Parcel, as hereinafter defined, shall be subject to such guidelines and each Owner, as hereinafter defined, agrees to and shall be bound by such guidelines.

D. The Master Developer deems it desirable to establish a master association for the purpose of governing the maintenance of certain areas and/or improvements constructed as part of Terra Alta, to provide for the establishment of a design review board and other management mechanisms, to provide for assessments and to permit the establishment of sub-associations to govern and maintain certain subareas created within Terra Alta, for the purpose of addressing conditions and circumstances unique to individual subareas created within Terra Alta.

E. To ensure the proper application of the Development and Architectural Standards, and to further the development of Terra Alta and the separate subdivisions therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Terra Alta, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, 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.

F. This Master Declaration shall inure to the benefit of all future owners of all or any portion of the Property and all others claiming under or through them, as well as the Master Developer, and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the Property, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property. The Property consists of approximately 475 acres of land, more or less, which the Master Developer intends to subdivide into several single-family subdivisions and condominium regimes, together with certain Common Property (each subdivision and condominium regime may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Terra Alta and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Terra Alta on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional parcels to, and declare them to be, subsequent Development Phases of Terra Alta. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Terra Alta, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Terra Alta may be comparable to, or more restrictive or less restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

Terra Alta is a "planned community" for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the "Planned Community Statute") and shall comply with the provisions of the Planned Community Statute.

ARTICLE II. DEFINITIONS

In addition to the words and terms defined elsewhere in this Master Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Additional Property" - real property that may in the future be identified, as determined by the Master Developer in its sole and unfettered discretion, as real property to be part of Terra Alta and subjected to the provisions hereof, and may include without limitation, any real property presently planned by the Master Developer to become part of Terra Alta in the future, adjacent or contiguous with the Property as it is then constituted, provided that, with respect to other real property not owned by Master Developer, the owner or owners thereof concur and join in with the subjecting of same to the provisions hereof.

B. "Administrative Expenses" – all costs and expenses incurred by the Master Association, the Board of the Master Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Master Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article VIII Paragraph G hereof; reserves deemed necessary by the Board of the Master Association; and other usual and customary costs of Master Association administration.

C. "Annual Assessments" – the amount to be paid to the Master Association by each Owner annually, as further provided in Article IX Paragraph E hereof.

D. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

E. "Assessments" - collectively referring to charges levied by the Association as provided herein, including but not limited to Initial Operating Assessments, Annual Assessments, Lot Assessments and Special Assessments, all as further provided in Article IX hereof.

F. "Board" - the board of directors or other management body of the Master Association.

G. "Bylaws" - the Bylaws of Terra Alta Master Property Owners Association, Inc. as further provided in Article VII Paragraph E hereof, constituting the code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended. A true copy of the Bylaws is attached to this Declaration as Exhibit C and made a part hereof by this reference, as required by the Planned Community Statute.

H. "Cluster Mailboxes" – mailbox kiosks or structures containing multiple individually locked mailboxes and parcel compartments for use by the U.S. Postal Service.

I. "Common Expenses" - all expenses incurred by the Master Association in connection with its ownership, lease and/or maintenance of the Common Property, maintenance of property other than Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Common Property, utilities for the Common Property or consumed in furtherance of the Master Association's duties and obligations, and all costs and expenses incurred by the Master Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, all Administrative Expenses.

J. "Common Property" - all real and personal property now or hereafter acquired pursuant to this Declaration or otherwise, and owned by the Master Association, the Community Authority, or a Sub-Association, or granted by easement or reserved by reservation to or for the benefit of the Master Association, the Community Authority, a Sub-Association, and/or Terra Alta, for the common use and the enjoyment of the Owners, or for the operation of the Master Association, the Community Authority, or a Sub-Association, and which may include real or personal property not owned in the manner described above but the care and/or maintenance of which the Master Association is required or has elected to provide. The Common Property may include recreational facilities, pools, clubhouses, open spaces, reserve areas, entranceway and community border features, detention areas, private drives, and other property designated by Master Developer or the Board to be Common Property, and benefiting the Owners and occupants of the Property. The Common Property shall include not only real or personal property owned in the manner described above, but also shall include real or personal property maintenance of which the Master Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Master Developer or by the Master Association, the terms of which are binding on the Master Association.

K. "Community Authority" – The community authority established in connection with Terra Alta, as further provided in Article XI hereof.

L. "Condominium" – a residential condominium regime created pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed under

the Condominium and their respective undivided interests in related common elements are referred to herein as "Units."

M. "Condominium Parcel" – the portions of the Property designated as areas in which a Condominium is to be developed.

N. "Condominium Association" – a condominium association organized in connection with a Condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

O. "Declarant" – Terra Alta LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns any of its rights, duties and obligations under this Master Declaration by a written recorded instrument.

P. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural details of Terra Alta.

Q. "Developer" - a person or entity to whom a Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots or Condominiums.

R. "Development and Architectural Standards" - the Terra Alta Development and Architectural Standards, as created, modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

S. "Development Phase" - an individual portion of the Property, subdivided from the Property or otherwise designated as a Development Phase by Master Developer, that has not yet been fully developed, on which a single-family residential subdivision, Condominium, or sub-area is to be developed and constructed.

T. "Directors" – those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association.

U. "Exempt Property" - the portions of real property comprising Terra Alta that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Delaware County, City of Delaware, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, or (b) owned by a Sub-Association, or (c) owned by the Community Authority; provided in any such case, the same is not utilized as a residence.

V. "Governing Documents" – as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Standards, and all amendments thereto, the Community Authority Declaration (as defined in Article XI hereof), applicable building and zoning laws, subdivision and other plats of property in Terra Alta, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents (including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Terra Alta.

W. "Improvements" - any and all alterations to the Property which cause the Property to deviate from its natural condition or condition as of the date hereof or the date any real property is added to this Master Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within Terra Alta.

X. "Initial Operating Assessment" - a one-time Assessment that the Board may levy against each Lot or Unit, other than Exempt Property, at the time and in the manner set forth in Article IX Paragraph H. Funds from the Initial Operating Assessments may be used to pay Common Expenses (that is, funds needed to meet cash requirements of the Master Association for its operations and reasonable revenues), to fund Master Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder.

Y. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Development Phase in Terra Alta, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Master Declaration, excluding any Exempt Property, any Condominium Parcel and any Property dedicated for public use; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by the Master Developer to a builder or Developer, for purposes of constructing dwellings declared under law to be condominium units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the

number of condominium units that are authorized by law, and approved by the Master Developer, to be so constructed and declared on that parcel of real estate. If two or more Lots are combined, other than by the Master Developer, each of the Lots in existence prior to such combination shall continue to be counted as separate Lots for purposes of Assessment calculations as provided herein.

Z. "Lot Assessment" - an assessment that the Board may levy against one or more Lots or Units to reimburse the Master Association for costs incurred on behalf of the assessed Lot or Unit, including without limitation, costs associated with making repairs that are the responsibility of the Owner thereof, costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board, all as further provided in Article V Paragraph L hereof and Article IX Paragraph G hereof.

AA. "Manager"- a Person retained by the Board to assist in the management of the Master Association.

BB. "Master Association" - Terra Alta Master Property Owners Association, Inc., being the legal entity (and its successors and assigns) formed for the purpose of enforcing the provisions of this Master Declaration. The Association shall be named TERRA ALTA MASTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity, which Association is also an "Owners Association" under the Planned Community Statute.

CC. "Master Developer" – Terra Alta LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns any of its rights, duties and obligations under this Master Declaration by a written, recorded instrument.

DD. "Member" - any person or entity entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof.

EE. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article IX Paragraph A hereof for the purpose of funding the operations of the Master Association and establishing reserves for capital expenditures thereof.

FF. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer. Except as otherwise set forth herein, an "Owner" shall include the association created to operate and maintain the common elements of a Condominium Parcel.

GG. "Parcel" – each Condominium Parcel and each legally separate tax parcel subdivided or created from the Property, including each Lot, Unit and the common elements of a Condominium.

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

II. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B and together with such Additional Property as may be annexed or otherwise added by amendment to this Declaration, or added to Terra Alta by a supplemental declaration or amendment to this Declaration from and after such time as the Additional Property is subject to the provisions hereof.

JJ. "Rules"- the rules and regulations governing use, occupancy and appearance of the Property, the Common Property, Parcels, Lots and Units as may be established by the Master Association Board from time to time.

KK. "Special Assessment" – an assessment levied by the Master Association against all Lots or Units encumbered by this Declaration pursuant to Article IX Paragraph F hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

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

MM. "Sub-Association" – each sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XIII hereof. The association created to operate and maintain the common elements of a Condominium shall be considered a Sub-Association hereunder.

NN. "Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Terra Alta (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

OO. "Unit" or "Condominium Unit" – a discrete parcel of real property a part of Terra Alta identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements.

ARTICLE III. GOALS

The restrictions, conditions, easements, covenants, obligations and charges contained in this Master 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;

D. Establishment of requirements for Terra Alta and use of the Property;

E. To create, maintain and preserve the quality of life for all Owners and residents of Terra Alta; and

F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, if applicable, and the collection of funds to fulfill its objectives.

ARTICLE IV. USE RESTRICTIONS

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

A. Use. Except as otherwise permitted herein, each Lot, Unit and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. No Improvements may be constructed, modified or demolished by a Developer or Owner on any Parcel (including Common Property and Exempt Property) unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

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 or a Unit and shall be subject to the Rules. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, all applicable municipal and township

ordinances, and the Rules. The Master Association, acting through its Board, shall possess all power and authority vested in it pursuant to the Articles of Incorporation for the Association, including, but not limited to, the right to (i) contract, lease, or assign interest in; (ii) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (iii) establish rules governing conduct upon or affecting the Common Property and all Improvements located thereon.

C. Use of Condominium Parcel. Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed modified or demolished on any Condominium Parcel until and unless the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property or Exempt Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or Exempt Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices.

E. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Master Developer or a Developer while marketing the Lots, Units and residences for sale; (ii) street and identification signs installed by the Master Association, the Master Developer, a Developer or a local governmental body having jurisdiction over the streets; (iii) one temporary real estate sign on a Lot or Unit not to exceed six square feet in area advertising that such Lot or Unit is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Master Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot or Unit. No such signs may be posted in or on any portions of the Common Property.

F. 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 Parcel, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Parcel of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics

of such animal (including odor or noise-making) constitute a nuisance. No farm animals, including but not limited to chickens and pigs, may be kept on any Parcel, even if considered by the Owner to be a "pet"; nor may any type of animal be kept on a Parcel, if keeping such animal on a Parcel necessitates a living area or structure. Proper maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole discretion. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any dwelling or structure erected on any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Parcel without the prior written approval of the Board. The provisions of this Section shall not prohibit an Owner or resident from conducting a "home business" or "home office" which does not involve non-resident employees at, or retail sales to customers visiting, the Parcel from which such home business or home office is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" or "home office" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Parcel. No storage buildings of any kind are permitted on any Parcels, including, without limitation, sheds or barns. Storage buildings and pool amenity buildings shall be permitted on Condominium Parcels if approved by the Design Review Board.

J. Hotel/Transient Uses; Leases. No Parcel 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 residential leases shall be in writing and shall be subject to this Master Declaration.

K. Vehicles. The Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Terra Alta in accordance with plans approved by the Design Review Board. In addition to their authority to levy Lot Assessments as penalties for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating the Rules. No commercial vehicles, watercraft, snowmobiles, trailers, campers, buses or mobile homes shall be

parked or stored on any street or on any Parcel (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or the Parcel on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of residences. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Parcel for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the Owner's expense.

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

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and 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, stored either (i) inside of a permitted structure, or (ii) to the side or rear of the home and screened from view. Trash containers shall not be placed for pickup/collection more than 3 hours before sunset on the day prior to trash collection, and no emptied trash containers shall be allowed to remain visible for more than eight (8) hours following the trash pick-up.

M. Antennae; Clotheslines. To the extent such prohibition is permitted by federal legislation, no outside radio, satellite dish, television or other electronic antennae or aerial may

be erected or maintained on any Parcel or the exterior of any Improvement, without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted to be erected or installed; provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Parcel without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance and minimizing visibility from the street on which the Parcel fronts; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive acceptable over-the-air signals. No outdoor clotheslines shall be permitted on any Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clothesline" (but which serve the same purpose), be permitted.

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

O. Holiday Displays. Any exterior holiday displays placed on any Parcel, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Board shall be permitted to establish Rules regarding holiday displays.

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Parcel except that propane gas containers sized for and actually used for gas grills or similar devices are permitted. No wells of any sort or description shall be permitted on the Property; provided that the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds on Common Property or Exempt Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement interior street tree planting requirements relative to Condominium Parcels.

R. Mailboxes. The Master Developer may designate a uniform style of curbside mailbox for all of Terra Alta or for a Development Phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each Development Phase. If any mailbox is damaged, destroyed or deteriorates, then each Owner, at

such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by the Master Developer. The Master Developer or a Developer may designate certain open areas for the purpose of installing Cluster Mailboxes for the Property or a Development Phase. If Cluster Mailboxes are damaged, destroyed or deteriorate then the Master Association or, if applicable, the Sub-Association for the Development Phase, shall repair or replace the Cluster Mailboxes. If an individual's allotted box within a Cluster Mailbox is damaged by the abuse or negligence of an Owner, the Owner shall be responsible for the reimbursement to the Master Association or Sub-Association, as applicable, of the costs of repair/replacement.

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Standards and applicable governmental regulations, if any.

T. Fencing. As further provided in the Development and Architectural Standards, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The Design Review Board may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

U. Swimming Pools. 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 U shall not be intended to prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults. If an in-ground pool is installed on any Parcel, all fencing, screening and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening and landscaping are considered Improvements and must be approved by the Design Review Board.

V. 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 or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by

the Design Review Board) of comparable caliper and species of the tree so removed. The Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Board.

X. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of Terra Alta.

Y. Portable Sports Equipment. No portable sports equipment such as basketball backboards shall be placed in the front yard of a Lot such that the adjacent street (whether public or private) is used as a sports court.

Z. Compliance with Zoning Requirements. Certain provisions of this Master Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval process in the State, County, City, Townships and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Master Declaration. In the event, however, that such governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Master Declaration shall be deemed modified, ipso facto and without need for further action on the part of the Master Developer or the Master Association, such that this Master Declaration requires compliance with the obligation as affected by such change or modification.

AA. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, any applicable city, township or other municipal regulations in effect from time to time shall control in the event of any conflict between these use restrictions and such regulations, but only to the extent the regulations are more restrictive.

BB. Lot Splits. No Parcel shall be further subdivided or split into two or more tax parcels without the prior written consent of the Master Developer prior to the Turnover Date, and after the Turnover Date, without the approval of the Design Review Board and the Board.

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

A. Design Review Board. There is hereby created and constituted the Terra Alta Design Review Board, consisting at all times of not less than three (3) persons. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all

members of the Design Review Board, and may elect in the exercise of its sole discretion, to act itself as the Design Review Board (or appoint an agent to act in its place) in lieu of appointing individuals. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned communities such as Terra Alta. At all times, the Design Review Board shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property or any portion thereof. The Design Review Board shall be governed in their review and approval by the Development and Architectural Standards.

The Design Review Board shall have the exclusive authority to interpret and define the Development and Architectural Standards. Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and approval prior to submission to any governmental body for review and approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Parcel, to comply with, and to cause such Owner's property and any occupant thereof to comply with the standards promulgated by the Development and Architectural Standards, as interpreted by the Design Review Board. No development of a Development Phase, Common Property or Exempt Property shall be undertaken and no Improvement shall be placed, erected, constructed or installed on the Property by any Developer or Owner, no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer, other building company, contractor or Owner shall be permitted, and no other changes to the exterior elevation of any existing Improvement, including changes to exterior colors, fixtures, or roof shall be made, without, until and unless the Developer, builder, contractor or Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Master Declaration.

B. Modifications. No Person shall construct any Improvement on the Property (including any Parcel, Common Property or Exempt Property), including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. The Design Review Board may charge a reasonable fee in connection with processing applications. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Standards, the Design Review Board shall have the authority to grant

reasonable variances from the provisions of this Article and the Development and Architectural Standards; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best interest of the community and is within the spirit of the standards of the Development and Architectural Standards. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board and the Development and Architectural Standards, and separate approval therefore by the Design Review Board is not required. In addition, the Design Review Board 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 Design Review Board, such building plans shall be deemed approved by the Design Review Board; subject, however, to the further requirement that such pre-approved building plans shall require further submissions to the Design Review Board for each use of such plans for review and approval by the Design Review Board of proposed construction materials, exterior colors, lot orientation, replication of same or similar elevation, lot setbacks and landscaping.

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Terra Alta and shall be the sole and exclusive authority for interpretation of the Development and Architectural Standards, subject to the provisions of Article V Paragraph G hereof.

F. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, Condominium development approval, construction permit, building permit or variance pertaining to any Improvements to be developed, constructed or installed within Terra Alta unless and until the Design Review Board has endorsed its written approval thereon.

G. Amendments, Modifications and Amplifications of Development and Architectural Standards. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to create, amend, modify and amplify the Development and Architectural Standards, subject to the terms and conditions of the zoning and governmental

approvals pertaining to Terra Alta. From and after the Turnover Date, the Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Standards.

H. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

I. Liability Relating to Approvals. Neither the Master Developer, the Master Association, the Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, agents, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve the same. Every Person and Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Owner shall be responsible for ensuring that any Improvements constructed on their Parcel comply with any zoning ordinances and any easements, covenants and conditions of record.

J. Responsibility for Governmental Fees and Costs. All governmental fees and costs incurred in developing and constructing improvements on a Parcel shall be at the sole cost and expense of the Owner thereof.

K. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XV Paragraph B hereof.

L. Specific Architectural and Landscaping Requirements for Certain Lots. Notwithstanding anything to the contrary contained herein or in any Development and Architectural Standards, those Lots designated as Lots 11565, 11566, 11567, 11582 and 11585 of Terra Alta Section 1, Part 1 as depicted on Exhibit D attached to this Declaration and made a part hereof by this reference, and those Lots designated as Lots 11607, 11621, 11622, 11628 and 11631 of Terra Alta Section 1, Part 2 as depicted on Exhibit D attached to this Declaration and made a part hereof by this reference are required to: (a) have a stone or brick water table that extends upward a minimum of 1'-11" from top of foundation and "to grade" on the foundation around all four sides of the dwelling unit as generally depicted on Exhibit E attached to this Declaration and made a part hereof by this reference, and (b) install within two hundred seventy (270) days after initial occupancy of such dwelling unit the retail equivalent of $6,000 landscaping, patio or deck improvements along the rear elevation of such dwelling unit. Failure

of an Owner to comply with any of the requirements of this Article V Paragraph L shall result in a $500 per calendar quarter (or any portion of a calendar quarter) Lot Assessment until such Lot is in full compliance with the requirements of this Article V Paragraph L.

ARTICLE 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, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the Property, including without limitation the Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master 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 Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, 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, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer 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 Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, 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 Master Developer. Master Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plats of Terra Alta; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of Terra Alta, to enter upon Parcels and perform grading and other construction activities deemed appropriate in the exercise of Master Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). So long as such work performed by the Master Developer is not caused by the Owner's failure to comply with the terms of this Master Declaration or the Development and Architectural Standards, thereby resulting in the alteration or blockage of any storm water drainage facilities or conditions, if any such entry and/or work performed by Master Developer results in damage to other portions of a Parcel, or to any Improvements or landscaping thereon, Master Developer shall be responsible for the restoration of such portions, Improvements or landscaping at Master Developer's sole cost.

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

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales if any. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) 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 Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property 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 Master Developer reserve or establish special easements.

F. No-Build Zones. Any areas designated on any recorded plat of Terra Alta, 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.

ARTICLE VII. THE MASTER ASSOCIATION

A. Membership. The Master Developer and each Owner shall have a membership in the Master Association, and by acceptance of a deed to a Parcel, every Owner agrees to and acknowledges being a Member of the Master Association having the duty and obligation to pay Assessments as described herein. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Parcel 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 Parcel owned. In the event an Owner consists of more than one Person, such Persons shall have one membership in the Master Association as tenants in common. For purposes of membership in the Master Association, the association created to operate and maintain the common elements of a Condominium shall not be considered an Owner.

B. Governance. Voting and all other matters regarding the governance and operation of the Master Association shall be set forth herein and in the Master Association's Articles of Incorporation and Bylaws, including all amendments hereto and thereto, except as otherwise required by law.

C. Composition of Board. At all times, the Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Board shall be appointed by the Master Developer, or the Master Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of three (3) Directors elected by the Owners. Each Director of the Master Association shall hold office for a three (3) year term; provided that one initial Director of the Master Association elected by the Owners shall be elected to a one (1) year term, one initial Director of the Master Association elected by the Owners shall be elected to a two (2) year term, and one initial Director of the Master Association elected by the Owners shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

D. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to this Master Declaration or the Master Association, except as otherwise provided herein or required by law. The Master Association shall be governed and controlled exclusively by the Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Master Association shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE VIII. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

A. Common Property. Master Developer may, from time to time, at Master Developer's option, obligate the Master Association to maintain property not owned by the Master Association and may convey to the Master Association for the use and benefit of the Master Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Master Association shall accept title to any interest in any real or personal property transferred to it by Master Developer or the Community Authority. The Master Association, subject to the rights of the Owners set forth in this Declaration and the Governing Documents, shall be responsible for the exclusive management and control of the Common Property owned or leased by the Master Association, if any, and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Master Developer and Master Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property owned by the Master Association, including but not limited to easements for the construction, extension and/or expansion of utilities and conservation easements, all as the Master Developer and/or Master Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Master Developer expressly conveys or assigns entry feature maintenance responsibilities to the Master Association, the Master Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Master Developer, and for such purpose all relevant easements that may be deemed necessary at any time for the Master Association's performance of work on or around the entry features are hereby deemed granted to the Master Association.

B. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

C. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, suspension of the right to use the Common Property and reasonable monetary fines, which shall be considered Lot Assessments. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

D. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the laws of the State and this Master Declaration, and every other right or

privilege reasonably implied from the existence of any right or privilege granted in this Master Declaration, or reasonably necessary to effect any such right or privilege.

E. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property or any portion thereof (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each such association may from time to time determine.

F. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property owned, leased or maintained by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

2. The Master Association may, in the Board's discretion, obtain and maintain the following insurance as an Administrative Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Master Association and all other persons handling or responsible for handling funds of the Master Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the Master Association deems necessary.

H. 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 Master 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 or used for the benefit of the Owners.

I. Use of Proceeds. In the event of damage or destruction of any portion of the Common Property owned by the Master Association, the Master Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Master Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

K. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Board:

1. information that pertains to personnel matters;

2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners, specifically including Design Review Board information on proposed, approved or disapproved Improvement applications on others' Parcels;

5. records and information containing other Owners' personal or private information, or containing account numbers or other financially sensitive information of Owners or of the Association; and

6. information, the disclosure of which is prohibited by state or federal law.

ARTICLE IX. ASSESSMENTS

A. Operating and Reserve Funds. The Master Association shall establish an Operating Fund for financing the administration, governance and operation of the Master Association, Administrative Expenses, Common Expenses and other necessary costs and

expenses of operating the Master Association and replacing, repairing and maintaining the Common Property. The Master Association may also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations.

B. Types of Assessments. Each Owner, by accepting a deed to a Parcel, is deemed to covenant and agree to pay to the Master Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; (iii) Lot Assessments; and (iv) Initial Operating Assessments. No Lot Owner or Unit 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 such Owner's Lot or Unit.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots and Units.

D. Initial Implementation of Annual Assessments and Special Assessments. Notwithstanding anything to the contrary contained herein, Annual Assessments and Special Assessments shall initially be imposed or implemented against each Lot or Unit on the first to occur of initial occupancy of the residential dwelling constructed thereon or twelve (12) months after transfer of title to the Lot or Unit by the Master Developer; provided, however, that the Master Developer, in its discretion may charge an amount to be placed in the Reserve Fund at the time of initial sale of a Lot or Unit.

E. Annual Assessments. The Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the Master Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, 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 Owner an Annual Assessment equal to such Owner's estimated share thereof, as determined in accordance with Article IX Paragraph C hereof. The Master Association shall thereupon assess each Owner such Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing to the contrary, the Master Developer may elect to pay the Annual Assessments applicable to Parcels it owns, or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Master Association, in which event such payment may be, in the Master Developer's discretion, characterized as a Loan by the Master Developer to the Master Association (a "Master Developer Loan"). Any Master Developer Loan shall bear interest at the Prime Rate (as published from time to time in the Wall Street Journal) plus two percent (2%) per annum, and the Master Association shall be obligated to repay the Master Developer Loan to the Master Developer upon demand. The standard of maintenance that is to be performed shall be that which is customary for similar master planned community developments.

F. Special Assessments. The Board may levy against all Lots and Units and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Special Assessments shall be allocated among Lots and Units on the same basis as Annual Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days notice.

G. Lot Assessments. The Board may levy a Lot Assessment against any Owner(s) to reimburse the Master Association for costs incurred on behalf of the specific Parcel assessed (including Lots and Units), including without limitation, costs associated with making improvements and/or repairs that are the responsibility of the Owner (including, but not limited to, improvements required by Article V Paragraph L hereof), costs of additional insurance premiums specifically allocable to an Owner, costs of any utility expenses chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment and prior to levying such 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 ten (10) days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine as provided in Article V Paragraph L hereof and otherwise as reasonably determined by the Board against any Owner who violates the Rules or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or this Declaration. Any written notice provided by the Board to an Owner that the Board proposes to levy a Lot Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Owner receiving such a written notice may request a hearing before the Board by delivering to the Board a written notice not later than ten (10) days after receiving a written notice from the Board, as provided in this Paragraph G. If an Owner fails to make a timely request for a hearing, the right to such hearing is waived and the Board may immediately impose and levy a Lot Assessment. If a hearing is timely requested by an Owner, such hearing shall be conducted and any Lot Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

H. Initial Operating Assessment. The Board may establish, levy and collect an Initial Operating Assessment against each Lot and Unit and its Owners at the time a Lot or Unit is first conveyed by Master Developer to a third-party Owner (including without limitation, a third-party home builder except as otherwise agreed by Master Developer), or in the case that the first sale is a sale under a land installment contract, at the time a land installment contract, for value, for a Lot or Unit is recorded. The Board may also establish, levy and collect an initial Capital Contribution from a third-party home builder as agreed by the Master Developer which shall be in lieu of an Initial Operating Assessment being imposed on such third-party home builder, in

which case, the Initial Operating Assessment shall be deferred until such time as such third-party home builder sells a completed home on the Lot to a third party buyer at which time the Initial Operating Assessment shall be due and payable by such third party buyer of the completed home. The Initial Operating Assessment and any initial Capital Contribution as above provided are each a one-time charge due when a Lot or Unit is conveyed as set forth above and may be utilized by the Master Association to pay Common Expenses, to fund Master Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder. The Initial Operating Assessment is not in lieu of any other Assessments, and is not refundable when a Lot or Unit is transferred.

I. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board or the Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the Board or Manager as determined from time to time by the Board.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's 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 Master Association to institute an action at law on behalf of the Master Association against the Owner(s) personally obligated to pay any delinquent assessment. The Manager shall be authorized to commence such an action only with the advice and consent of the Board. An Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Parcel shall neither impair the Master Association's lien against that property for any delinquent Assessment, nor prohibit the Master Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the Master Association and a lien on the Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or

appointed agent of the Master 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 property which the lien encumbers, the name(s) of the Owner(s) thereof, 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 or authorized agent (including the Manager) of the Master Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the Master Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released 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.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Parcel recorded prior to the date on which such lien of the Master Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

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

6. Notice of Discharge. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the Master Association, setting

forth whether the Assessments on a specified Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the Master Association.

J. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Master Association matters and privileges to use the Common Property, and to vote, as a Member of the Master Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Parcel.

K. Assignment and Pledge of Assessments. The Master Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE X. MAINTENANCE

A. Maintenance by Master Association. Subject to the Board's exercise of sound, fiscal judgment, the Master Association shall maintain and keep in good repair the Common Property, including without limitation, all landscaping and other flora, structures and Improvements situated upon the Common Property, except to the extent any components of the Common Property are maintained by a Sub-Association or a government entity. Further, the Master Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own or is not otherwise required to maintain, the maintenance of which would, in the opinion of the Board, benefit Terra Alta.

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 property. 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 property that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Master Declaration.

C. Right of Master Association to Maintain Property. If any Owner fails to maintain his/her property in the manner required herein, or if the Board determines that any maintenance

of that property 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 this Declaration, then the Board may authorize its employees or agents or the Manager to enter upon such Owner's property pursuant to the right of entry set forth in Article X Paragraph D hereof at any reasonable time to complete the necessary maintenance, and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the Master Association and (ii) the Manager shall each have a right of entry and access to all Parcels encumbered by this Declaration for the purpose of enforcing and performing the Master Association's rights or obligations set forth in this Declaration. The Master Association and the Manager may enter upon any Parcel 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.

E. Damage to Common Property by Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Master Association is hereby granted a license and shall be entitled to enter upon all Parcels to repair or maintain any Common Property adjacent to such Parcels, pursuant to the right of entry set forth in Article X Paragraph D hereof.

ARTICLE XI. TERRA ALTA COMMUNITY AUTHORITY

The Master Developer, by itself or with other parties, intends to create a new community district under Chapter 349 of the Ohio Revised Code, which district if and when created will be comprised of or at least include Terra Alta and will be governed by a new community authority (the "Community Authority"). In such event, Terra Alta shall, in all respects, be subject at all times thereafter to the declaration of the new community authority recorded upon creation of the district and authority (the "Community Authority Declaration").

ARTICLE XII. COMMON PROPERTY

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners, the Master Association and the Community Authority, subject to such rules and regulations with respect to such use as may be imposed by the Board or the Master Association; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and

designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

ARTICLE XIII. SUB-ASSOCIATIONS

A. Sub-Associations. Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such Sub-Associations shall be subject and subordinate to this Master Declaration and the Master Association.

B. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

C. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Terra Alta and shall not be unreasonably withheld, conditioned or delayed.

D. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

E. Sub-Association Agreements. The Master Association and a Sub-Association may enter into agreement(s) wherein the Sub-Association shall be responsible for (i) collecting all Assessments due to the Master Association and the Sub-Association from Owners within such subarea, and (ii) remitting the applicable amount due to the Master Association.

ARTICLE XIV. MASTER DEVELOPER; RESTRICTIONS ON REZONINGS

A. Terra Alta LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Terra Alta.

B. Until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be

permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Board.

ARTICLE XV. MISCELLANEOUS

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

B. Enforcement; Waiver. This Master Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer, the Design Review Board, any Owner, the Master Association, the Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Master Developer, the Design Review Board, the Master Association, the Board or any Owner to enforce any provision of this Master 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 Parcel, each Developer and Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Master Declaration or the Rules.

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any 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 Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by the Master Developer for the orderly development of Terra Alta, or (f) to impose covenants, conditions, restrictions and easements in addition to those set forth herein, including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of Terra Alta. From and after the Turnover Date, the Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, any such amendment permitted pursuant to clauses (b), (e) or (f) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on

such date has consented to such amendment in writing; and further provided, that from and after the Turnover Date, the Board shall have no right or power to modify or amend the provisions of Article XIV hereof. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject Additional Property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such Additional Property is part of the Property. Except as otherwise provided in this Article XV Paragraph C, no amendment to this Master Declaration shall require the joinder or consent of any Developer, the Master Association, the Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Board, to reflect and address the different character or intended development of any such Additional Property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Delaware County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (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 the Master Developer, the Developer or the Master Association; and (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer 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 Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer 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 Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property that is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master 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. Mortgage Rights. A holder or insurer of a first mortgage upon any Parcel, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Master Declaration or the Bylaws;

2. any termination of the Master Association; and

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

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article VIII Paragraph K hereof.

G. Indemnification. The Master Association shall indemnify every Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorney's fees reasonably incurred by or imposed upon any officer, trustee or Board member 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, trustee or Board member. The Board members, officers and trustees of the Master Association and the members of the Design Review Board 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 Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Board members, officers or trustees may also be

Members of the Master Association), and the Master Association shall 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 or Design Review Board member, officer or trustee, or former Board or Design Review Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Master 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 Master Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Master 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 Master Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

[Signature Page Follows]

IN WITNESS WHEREOF, Terra Alta LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

TERRA ALTA LLC, an Ohio limited liability company

By: _____
David W. Fisher
Member

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 27th day of September, 2018, by David W. Fisher, a Member of Terra Alta LLC, an Ohio limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public

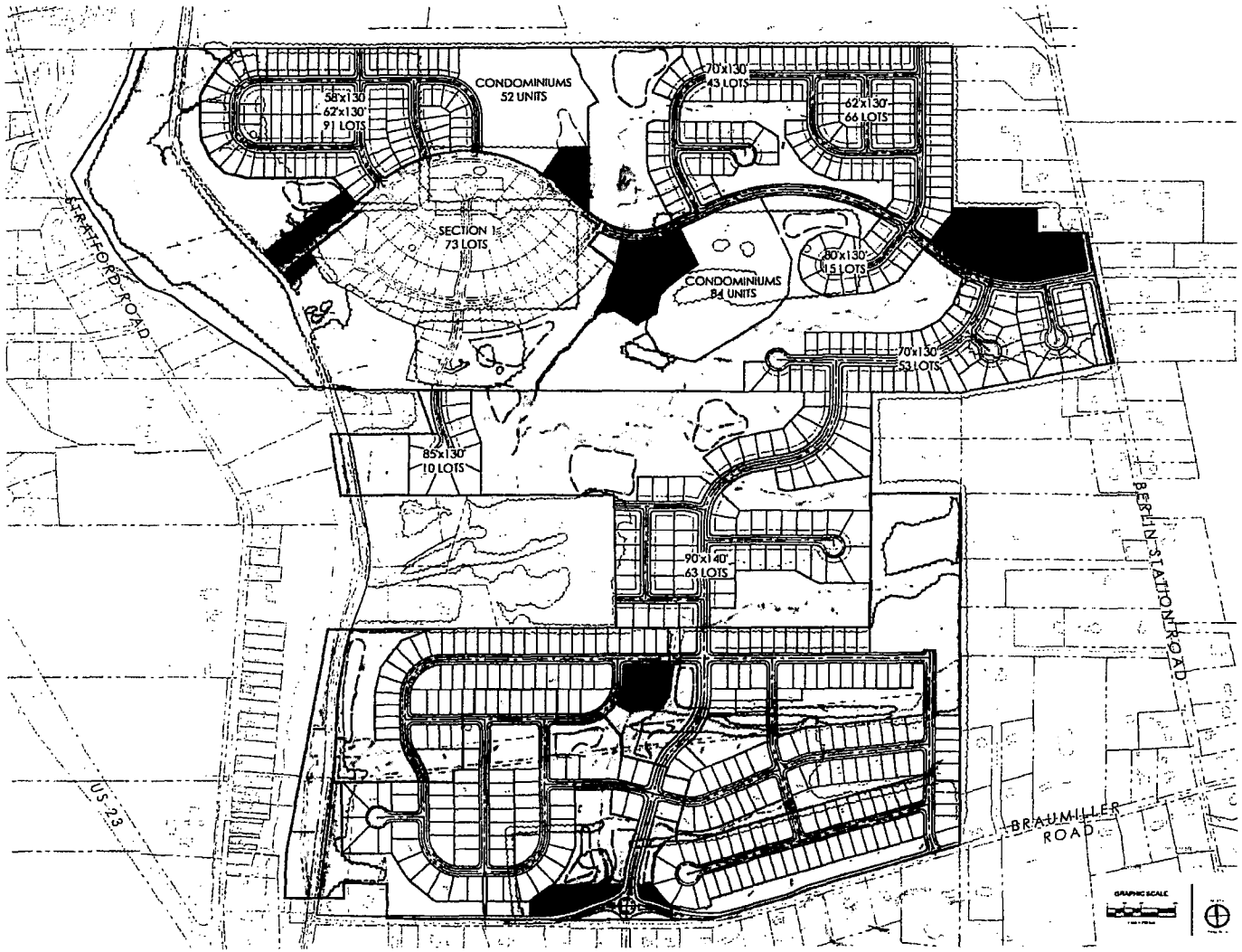
JANIS A. ECKSTEIN - NOTARY PUBLIC
MY COMMISSION EXPIRES 7/22/22
STATE OF OHIO

LIST OF EXHIBITS

EXHIBIT A	Master Plan Area for Terra Alta
EXHIBIT B	Legal Description of Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration
EXHIBIT C	Bylaws of the Master Association
EXHIBIT D	Terra Alta Section 1, Part 1, and Terra Alta Section 1, Part 2
EXHIBIT E	Water Table Exhibit for Article V Paragraph L

EXHIBIT A

Master Plan Area for Terra Alta



OVERALL SITE

EXHIBIT B

Legal Description of Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration

[See Attached Pages]

PARCEL DESCRIPTION
316.181 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lots 10, C, D and P, Section 1, Township 4, Range 19, United States Military Lands, being comprised of all of those tracts of land conveyed to TERRA ALTA LLC by deeds of record in Official Record 1507, Page 228 and Official Record 1518, Page 1449, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and being more particularly described as follows:

BEGINNING at the southwesterly corner of that tract conveyed to David M. Grayum, Bernadette Lawless, and Steven A. Lawless by deed of record in Official Record 1540, Page 556, the northwesterly corner of that tract conveyed to Constance D. Shicks by deed of record in Official Record 27, Page 544, the northeasterly corner of that tract conveyed to Beverly Hagaman by deeds of record in Deed Book 209, Page 487 and in Official Record 1313, Page 750, being in the centerline of Berlin Station Road;

Thence with the boundary of said TERRA ALTA LLC tracts, the following courses and distances:

South 82° 21' 44" West, a distance of 930.11 feet to a point;

North 86° 30' 49" West, a distance of 538.52 feet to a point;

South 03° 29' 44" West, a distance of 608.96 feet to a point;

South 03° 29' 44" West, a distance of 811.83 feet to a point;

North 86° 59' 36" West, a distance of 1504.43 feet to a point;

North 02° 59' 02" East, a distance of 811.23 feet to a point;

North 86° 57' 34" West, a distance of 1616.13 feet to a point;

North 03° 35' 07" West, a distance of 2.29 feet to a point;

North 04° 09' 50" West, a distance of 11.98 feet to a point;

North 05° 33' 09" West, a distance of 22.01 feet to a point;

North 06° 27' 38" West, a distance of 20.00 feet to a point;

North 07° 10' 06" West, a distance of 18.03 feet to a point;

North 10° 31' 58" West, a distance of 2.02 feet to a point;

North 07° 29' 20" West, a distance of 24.01 feet to a point;

North 08° 12' 52" West, a distance of 48.08 feet to a point;

North 07° 10' 42" West, a distance of 8.00 feet to a point;

North 09° 14' 02" West, a distance of 14.02 feet to a point;

North 10° 48' 24" West, a distance of 6.03 feet to a point;

North 05° 28' 17" West, a distance of 2.62 feet to a point;

North 04° 07' 03" West, a distance of 102.64 feet to a point;

North 03° 34' 24" West, a distance of 12.03 feet to a point;

North 05° 43' 05" West, a distance of 30.11 feet to a point;

North 04° 09' 10" West, a distance of 12.15 feet to a point;

North 05° 03' 07" West, a distance of 14.20 feet to a point;

North 07° 09' 48" West, a distance of 12.99 feet to a point;

North 10° 24' 24" West, a distance of 11.07 feet to a point;

North 14° 02' 10" West, a distance of 2.60 feet to a point;

North 13° 37' 03" West, a distance of 5.31 feet to a point;

North 16° 30' 16" West, a distance of 0.21 feet to a point;

South 85° 32' 12" East, a distance of 600.80 feet to a point;

North 15° 07' 45" West, a distance of 283.17 feet to a point;

North 86° 30' 49" West, a distance of 360.02 feet to a point;

North 82° 30' 10" West, a distance of 362.55 feet to a point;

North 35° 30' 00" West, a distance of 56.87 feet to a point;

North 48° 00' 32" West, a distance of 193.02 feet to a point;

North 55° 23' 22" West, a distance of 196.23 feet to a point;

North 50° 43' 36" West, a distance of 464.44 feet to a point;

North 62° 55' 36" West, a distance of 144.47 feet to a point;

North 45° 55' 36" West, a distance of 97.98 feet to a point;

North 34° 22' 11" West, a distance of 204.75 feet to a point;

North 25° 14' 27" West, a distance of 142.52 feet to a point;

North 28° 37' 34" West, a distance of 216.82 feet to a point;

North 24° 15' 58" West, a distance of 163.13 feet to a point;

North 35° 48' 32" East, a distance of 394.10 feet to a point;

North 26° 50' 25" East, a distance of 280.06 feet to a point;

North 21° 25' 50" East, a distance of 164.19 feet to a point;

South 86° 56' 55" East, a distance of 4823.83 feet to a point;

South 03° 12' 53" West, a distance of 957.06 feet to a point;

South 86° 25' 55" East, a distance of 509.64 feet to a point;

South 03° 28' 08" West, a distance of 150.43 feet to a point;

South 86° 25' 53" East, a distance of 305.91 feet to a point; and

South 08° 04' 29" East, a distance of 810.28 feet to the POINT OF BEGINNING, containing 316.181 acres, more or less.

NOTE: This description is not to be used for transfer purposes.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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LEGAL DESCRIPTION
158.263 Acres

Situate in the State of Ohio, County of Delaware, Delaware Township, being in Farm Lots Q, S and T, Section 1, Township 4, Range 19 in the United States Military Lands, and also being a 61.983 acre tract, a 91.272 acre tract and a 5.000 acre tract as all are conveyed to Terra ALTA LLC in Official Record 1518, Page 1449 as further described as follows;

Beginning at a 1" pipe at the northeast corner of Farm Lot T, the southeast corner of Farm Lot S, the southwest corner of Farm Lot R, the northwest corner of Farm Lot U, and being in the east line of said 91.272 acre tract and the west line of a 1.477 acre tract as conveyed to James E. Featherstone and Patricia M. Featherstone in Official Record 218, Page 1061 and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the east line of Farm Lot T, the west line of Farm Lot U, the east line of said 91.272 acre tract and the west line of said 1.477 acre tract, **S 02° 41' 46" W, 182.75 feet** to the southeast corner of said 91.272 acre tract, the southwest corner of said 1.477 acre tract and being in the centerline of Braumiller Road (60' right of way) as created in Volume 1, Page 324;

Thence the following three (3) courses with the south line of said 91.272 acre tract and the centerline of Braumiller Road:

1. **S 76° 53' 31" W, 929.44 feet;**
2. **S 68° 19' 41" W, 130.87 feet;**
3. **S 78° 07' 37" W, 489.59 feet** to a 5/8" rebar;

Thence with the south line of said 91.272 acre tract, the south line of said 5.000 acre tract, and the centerline of Braumiller Road, **N 86° 48' 32" W, 1908.68 feet** to a railroad spike found at an angle point in the south line of said 5.000 acre tract, an angle point in the centerline of Braumiller Road and being the southeast corner of a 1.403 acre tract as conveyed to James A. France and Kristine France in Official Record 215, Page 1695;

Thence with the south line of said 5.000 acre tract and the east line of said 1.403 acre tract, **N 03° 21' 16" E, 238.11 feet** to an angle point in the south line of said 5.000 acre tract and the northeast corner of said 1.403 acre tract;

Thence with the south line of said 5.000 acre tract and the north line of said 1.403 acre tract, **N 85° 43' 47" W, 254.40 feet** to an angle point in the south line of said 5.000 acre tract and the northwest corner of said 1.403 acre tract;

Thence with the south line of said 5.000 acre tract and the west line of said 1.403 acre tract, **S 06° 55' 56" W, 96.65 feet** to an angle point in the south line of said 5.000 acre tract and the northeast corner of a 1.1 acre tract as conveyed to Cynthia S. Bartlett, aka Cynthia A. Bartlett and Rebecca H. Hanson in Official Record 700, Page 2066 and Official Record 752, Page 2570;

Exh. B

Thence with the south line of said 5.000 acre tract and the north line of said 1.1 acre tract, **N 87° 01' 33" W, 309.87 feet** to the southwest corner of said 5.000 acre tract, the northwest corner of said 1.1 acre tract and being in the west line of Farm Lot T and the east line of Farm Lot 14;

Thence with the west line of said 5.000 acre tract, the west line of Farm Lot T and the east line of Farm Lot 14, **N 06° 16' 06" E, 400.39 feet** to the northwest corner of said 5.000 acre tract and the southwest corner of said 91.272 acre tract;

Thence with the west line of said 91.272 acre tract, the west line of Farm Lot S, the west line of Farm Lot T and the east line of Farm Lot 14, **N 09° 16' 26" E, 630.57 feet** to the northwest corner of said 91.272 acre tract and the southwest corner of said 61.983 acre tract;

Thence with the west line of said 61.983, the west line of Farm Lot S and the east line of Farm Lot 14, **N 16° 49' 53" E, 611.69 feet** to northwest corner of said 61.983 acre tract, the southwest corner of a 5.936 acre tract as conveyed to Randall L. and Camille Orr in Deed Book 568, Page 8 and being the northwest corner of Farm Lot S and the southwest corner of Farm Lot Q;

Thence with the north line of said 61.983 acre tract, the south line of said 5.936 acre tract, the south line of a 17.542 acre tract as conveyed to Steven J. Jefferis and Catherine R. Jefferis Co-Trusts in Official Record 482, Page 2352, the south line of a 69.685 acre tract as conveyed to Terra ALTA LLC in Official Record 1507, Page 228 and the north line of Farm Lot S and the south line of Farm Lot Q, **S 86° 59' 24" E, 3191.68 feet** to the southeast corner of said 69.685 acre tract and being an angle point in the north line of said 61.983 acre tract;

Thence with the north line of said 61.983 acre tract and the east line of said 69.685 acre tract, **N 03° 29' 56" E, 811.83 feet** to a 5/8" rebar found at an angle point in the north line of said 61.983 acre tract and the southwest corner of a 4.126 acre tract as conveyed to Bruce E. and Aldona M. Babbitt in Official Record 558, Page 309;

Thence with the north line of said 61.983 acre tract and the south line of said 4.126 acre tract, **S 86° 51' 30" E, 542.50 feet** to a 3/4" pipe found at the northeast corner of said 61.983 acre tract, the southeast corner of said 4.126 acre tract, the southwest corner of a 6.194 acre tract as conveyed to Bruce E. Aldona and Aldona M. Babbitt in Official Record 486, Page 513, and the northwest corner of a 9.99 acre tract as conveyed to Richard A. Ray and Monika Ray Trust in Official Record 1398, Page 921;

Thence with the east line of said 61.983 acre tract, the east line of said 91.272 acre tract, the west line of said 9.99 acre tract, the west line of a 1.838 acre tract as conveyed to Richard A. Ray and Monika A. Ray in Official Record 1059, Page 2677, the west line of Lot 962 in the Jasa Subdivision as recorded in Plat Cabinet 2, Slide 672, the west line of Lots 1023 and 1022 of the Shiraz Subdivision as recorded in Plat Cabinet 2, Slide 671, the west line of said 1.477 acre tract, **S 03° 29' 56" W, 1963.09 feet** to the **TRUE POINT OF BEGINNING,** containing **158.263 acres**, more or less.

The above description was prepared by Advanced Civil Design Inc. and based on existing Delaware County records, along with actual field survey work. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the Ohio State Plane Coordinate System NAD83, CORS96.

All references used in this description can be found at the Recorder's Office Delaware County, Ohio.

ADVANCED CIVIL DESIGN INC.

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EXHIBIT C

BYLAWS
(CODE OF REGULATIONS)
OF
TERRA ALTA MASTER PROPERTY OWNERS ASSOCIATION, INC.

SECTION I: NAME AND LOCATION

The name of the Master Association is Terra Alta Master Property Owners Association, Inc. (the "Master Association"), which is a non-profit corporation created by Terra Alta LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a master planned community known as "Terra Alta" (the "Terra Alta Planned Community").

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the "Board") shall be as set forth herein.

SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Declaration of Covenants, Easements, Assessments, Conditions and Restrictions (the "Master Declaration"), recorded simultaneously with these Bylaws with the Recorder of Delaware County, Ohio.

SECTION III: MASTER ASSOCIATION

1. Membership in Master Association. Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Master Association. The Master Association shall be organized as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code and to serve as an "owners' association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Statute") as now in effect and as may be amended from time to time.

3. Declarant Control. Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Terra Alta Planned Community (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Master Association. The Master Association shall administer the Terra Alta Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected by the Members.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Delaware County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Delaware County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to the Master Declaration or the Master Association, except as otherwise provided in the Master Declaration, these Bylaws or required by law. The Master Association shall be governed and controlled exclusively by the Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Terra Alta Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter all Directors shall be elected by the Members. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the one initial Director of the Master Association elected by the Members shall be elected to a one (1) year term, one initial Director of the Master Association elected by the Members shall be elected to a two (2) year term, and the one initial Director of the Master Association elected by the Members shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually. In the initial election of Directors by the Members, the candidate nominated for election by the Members receiving the most votes shall be elected to a three (3) year term, the candidate nominated for election by the Members receiving the second highest number of votes shall be elected to a two (2) year term, and the candidate nominated for election by the Member's receiving the third highest number of votes shall be elected to the one (1) year term.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board by vote of the Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be elected by the Members, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel or the spouse of an Owner or co-Owner of a Parcel. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty percent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the Board.

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Assessments as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any Assessment required by such Owner;

(h). declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

(j). cause excess funds of the Master Association to be invested in such reasonable investments as the Board may from time to time determine;

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Assessments;

(f). procure and maintain insurance and bonds, as provided in the Master Declaration and as the Board deems advisable;

(g). maintain the Terra Alta Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master

Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or these By laws, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a). President. The President shall preside at all meetings of the Board, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the Master Association.

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Master Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Master Association and terminate at the end of the next following 31st day of December.

SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Terra Alta Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Parcel to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

(a). Property insurance on the Common Property;

(b). Liability insurance pertaining to the Common Property;

(c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Delaware County, Ohio Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

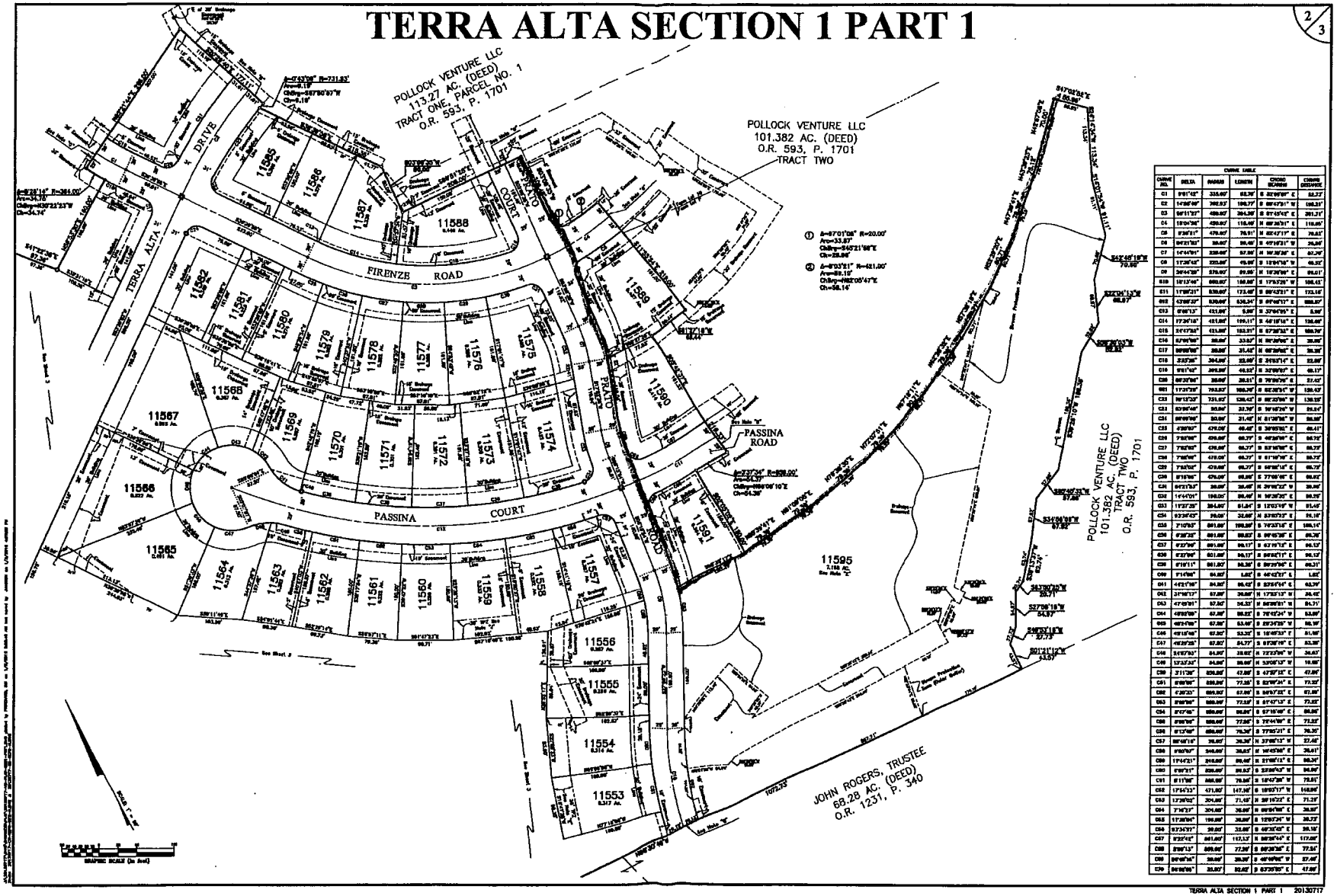
IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2018.

TERRA ALTA LLC, an Ohio limited liability company

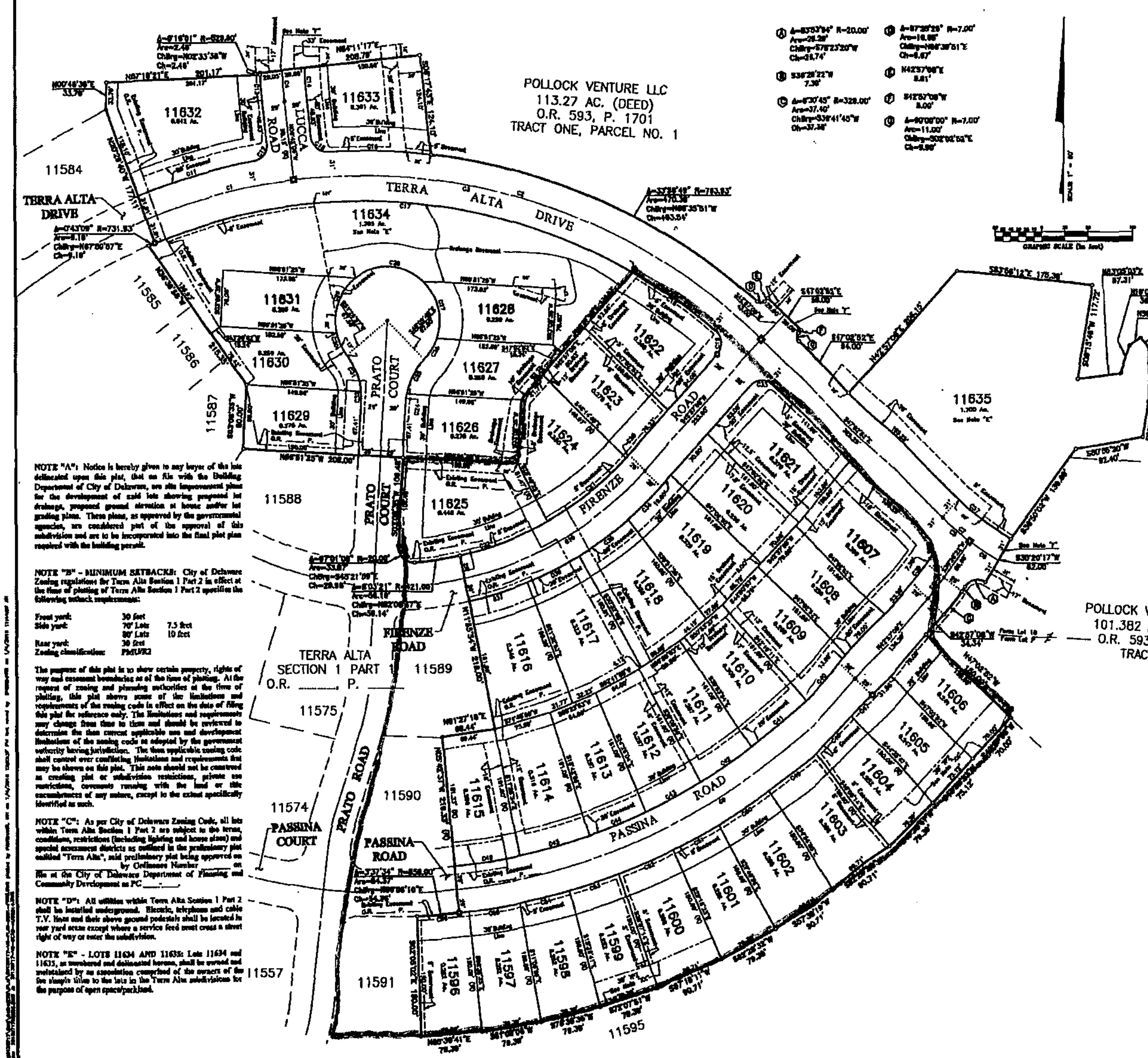
By: _____
Vincent Romanelli
A Managing Member

EXHIBIT D

Terra Alta Section 1, Part 1, and Terra Alta Section 1, Part 2
[See Attached]


TERRA ALTA SECTION 1 PART 1
2/3
POLLOCK VENTURE LLC
113.27 AC. (DEED)
TRACT ONE, PARCEL NO. 1
O.R. 593, P. 1701
POLLOCK VENTURE LLC
101.382 AC. (DEED)
O.R. 593, P. 1701
TRACT TWO
FIRENZE ROAD
PRATO COURT
PASSINA COURT
PASSINA ROAD
TERRA ALTA DRIVE
POLLOCK VENTURE LLC
101.382 AC. (DEED)
TRACT TWO
O.R. 593, P. 1701
JOHN ROGERS, TRUSTEE
68.28 AC. (DEED)
O.R. 1231, P. 340
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CURVE TABLE
TERRA ALTA SECTION 1 PART 1 20130717

TERRA ALTA SECTION 1 PART 2



NOTE "A": Notice is hereby given to any buyer of the lots delineated upon this plat, that on file with the Building Department of City of Delaware, are site improvement plans for the development of said lots showing proposed lot drainage, proposed ground elevation at house and/or lot grading plans. These plans, as approved by the governmental agencies, are considered part of the approval of this subdivision and are to be incorporated into the final plot plan required with the building permit.

NOTE "B" - MINIMUM SETBACKS: City of Delaware Zoning regulations for Terra Alta Section 1 Part 2 in effect at the time of platting of Terra Alta Section 1 Part 2 specifies the following setback requirements:

Front yard:	30 feet	
Side yard:	70' Lots	7.5 feet
	80' Lots	10 feet
Rear yard:	30 feet	
Zoning classification:	PMU/R2	

The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "C": As per City of Delaware Zoning Code, all lots within Terra Alta Section 1 Part 2 are subject to the terms, conditions, restrictions (including lighting and house sizes) and special assessment districts as outlined in the preliminary plat entitled "Terra Alta", said preliminary plat being approved on ________ by Ordinance Number ______ on file at the City of Delaware Department of Planning and Community Development as PC ___-___.

NOTE "D": All utilities within Terra Alta Section 1 Part 2 shall be installed underground. Electric, telephone and cable T.V. lines and their above ground pedestals shall be located in rear yard areas except where a service feed must cross a street right of way or enter the subdivision.

NOTE "E" - LOTS 11634 AND 11635: Lots 11634 and 11635, as numbered and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Terra Alta subdivisions for the purpose of open space/parkland.

NOTE "F": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "G" - ACREAGE BREAKDOWN:

Total acreage	18.436 Ac.
Acreage in Lots 11634 & 11635	2.905 Ac.
Acreage in remaining lots	11.390 Ac.
Acreage in Right-of-way	4.141 Ac.

NOTE "H" - ACREAGE BREAKDOWN: Terra Alta Section 1 Part 2 is out of the following Delaware County Parcel Numbers:

41913001001000	8.065 Ac.
41913001002000	4.073 Ac.
41913001003000	6.298 Ac.

NOTE "I": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Terra Alta Section 1 Part 2 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Delaware County Recorder's Office.

NOTE "J": At the time of platting, all of Terra Alta Section 1 Part 2 is within Zone X (areas determined to be outside of the 0.2% annual chance floodplain) as designated and delineated on Flood Insurance Rate Maps, Community Panel Numbers 114K and 39041C0118K, for Delaware County, Ohio and incorporated areas, with an effective date of April 16, 2009.

SCALE: 1" = 80'

GRAPHIC SCALE (in feet)

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°02'12"	762.83'	200.22'	S 78°48'47" W	[illegible]
C2	49°30'14"	762.83'	641.17'	N 71°02'29" W	[illegible]
C3	61°41'27"	762.83'	861.46'	N 79°23'36" W	816.37'
C4	4°38'16"	600.00'	38.02'	S 04°27'36" E	[illegible]
C5	6°30'45"	[illegible]	[illegible]	S [illegible] E	[illegible]
C6	[illegible]	410.00'	43.88'	S [illegible] E	43.84'
C7	12°30'01"	410.00'	[illegible]	S 57°21'16" E	[illegible]
C8	5°30'48"	[illegible]	34.16'	N 39°41'45" E	[illegible]
C9	41°26'16"	[illegible]	[illegible]	N 03°37'15" E	[illegible]
C10	[illegible]	400.00'	[illegible]	N [illegible] E	271.81'
C11	11°33'13"	763.83'	[illegible]	S 74°04'42" W	[illegible]
C12	[illegible]	[illegible]	30.21'	N 38°34'21" E	27.42'
C13	4°00'29"	[illegible]	37.00'	S 04°41'33" E	[illegible]
C14	4°41'31"	471.00'	[illegible]	S 04°21'21" E	[illegible]
C15	[illegible]	20.00'	30.21'	S [illegible] E	27.42'
C16	9°40'46"	763.83'	134.12'	N [illegible] W	133.96'
C17	51°18'36"	731.83'	655.42'	N [illegible] W	633.74'
C18	10°12'33"	731.83'	130.42'	N [illegible] W	130.25'
C19	[illegible]	20.00'	[illegible]	N 04°04'16" W	[illegible]
C20	[illegible]	421.00'	6.00'	S 43°21'14" E	6.00'
C21	17°34'15"	421.00'	129.11'	N [illegible] E	[illegible]
C22	24°47'32"	421.00'	187.21'	N 73°43'31" E	[illegible]
C23	[illegible]	20.00'	[illegible]	S 49°21'[illegible]" E	[illegible]
C24	5°34'11"	64.30'	12.84'	S 0[illegible]°25'40" W	12.83'
C25	33°07'20"	84.00'	[illegible]	S 36°15'20" W	44.17'
C26	[illegible]	67.00'	30.37'	N 37°[illegible]'03" E	30.11'
C27	68°37'41"	67.00'	77.30'	N 13°45'16" W	73.16'
C28	[illegible]	67.00'	94.83'	N [illegible] W	87.30'
C29	[illegible]	67.00'	77.32'	S [illegible] W	73.16'
C30	[illegible]	67.00'	30.37'	S [illegible] E	30.11'
C31	33°07'20"	84.00'	[illegible]	N 21°[illegible] W	44.17'
C32	8°34'11"	84.00'	12.84'	N 01°[illegible]'31" W	12.83'
C33	[illegible]	20.00'	31.42'	S [illegible] W	[illegible]
C34	7°11'27"	470.00'	[illegible]	N 0[illegible]°[illegible]'01" E	[illegible]
C35	9°15'20"	470.00'	77.84'	N 04°48'16" E	[illegible]
C36	[illegible]	470.00'	78.13'	N [illegible]°[illegible]'31" E	[illegible]
C37	[illegible]	470.00'	[illegible]	N 33°15'37" E	[illegible]
C38	[illegible]	[illegible]	[illegible]	N [illegible] W	30.74'
C39	6°30'45"	271.00'	[illegible]	N 30°41'4[illegible]" E	30.75'
C40	4°43'4[illegible]"	[illegible]	[illegible]	N 4[illegible]°1[illegible]' E	[illegible]
C41	6°26'10"	801.00'	89.77'	N [illegible]°03'27" E	[illegible]
C42	5°43'36"	[illegible]	[illegible]	N [illegible] E	[illegible]
C43	5°43'55"	801.00'	80.13'	N [illegible]°41'[illegible]" E	[illegible]
C44	5°43'[illegible]"	801.00'	80.13'	N [illegible] E	[illegible]
C45	[illegible]	801.00'	[illegible]	N 74°40'01" E	[illegible]
C46	6°13'17"	801.00'	[illegible]	N 8[illegible]°14'48" E	[illegible]
C47	2°23'[illegible]"	[illegible]	36.70'	N 4[illegible]°10'40" E	36.70'
C48	4°38'33"	[illegible]	67.00'	N 47°[illegible] E	[illegible]
C49	[illegible]	[illegible]	77.25'	N [illegible] E	77.22'
C50	[illegible]	[illegible]	77.25'	N 87°[illegible] E	77.22'
C51	4°30'33"	[illegible]	67.00'	N [illegible] E	67.00'
C52	[illegible]	[illegible]	77.30'	N 07°16'11" E	77.22'
C53	4°30'33"	[illegible]	67.00'	N 72°[illegible]'02" E	67.00'
C54	4°30'33"	850.00'	67.02'	N 76°30'38" E	67.00'
C55	4°30'33"	[illegible]	67.00'	N 61°09'00" E	67.00'
C56	4°30'36"	[illegible]	67.00'	N [illegible]°30'41" E	67.00'
C57	12°30'01"	379.00'	83.44'	S 33°21'16" E	83.27'

TERRA ALTA SECTION 1 PART 2 20130717

Exh. D-3

EXHIBIT E

Water Table Exhibit for Article V Paragraph L

