Doc ID: 009309810018 Type: OFF
Kind: RESTRICT

DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made on this 20th day of February, 2012, by and between Village at Bale Kenyon Condominium Association, an Ohio non-profit corporation (the "Association") and Village at Bale Kenyon, LLC ("Bale Kenyon").

Recorded: 02/24/2012 at 08:56:43 AM
Fee Amt: $176.00 Page 1 of 18
Workflow# 0000017808-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2012-00006004

BK 1102 PG 730-747

Recitals:

A. The Association is a not-for-profit condominium association formed pursuant to Ohio Revised Code Chapter 5311 for the purpose of maintaining the common elements of Village at Bale Kenyon Condominium, which was created under a condominium declaration of record in Official Record 762, Pages 1955-2027, Recorder's Office, Delaware County, Ohio (the "Declaration");

B. Pursuant to Article XIV of the Declaration, the Board of Directors of the Association has the right and authority to grant easements;

C. Village at Bale Kenyon Condominium property is that certain real property located in Delaware County, Ohio, as more particularly described on Exhibits A-1 through A-6 attached hereto and made a part hereof (the "Association Property") and which is, or will be, approximately 6.482 acres +/-;

D. Bale Kenyon is the record owner of 47.141 +/- acres of real property located in Franklin, County, Ohio as more particularly described on Exhibit B attached hereto and made a part hereof (the "Bale Kenyon Property").

E. Should the Bale Kenyon Property develop separately for any reason from the Association Property, the Bale Kenyon Property and the Association Property will share a master water meter and electric meter, storm water detention ponds, a clubhouse and certain roadways (hereinafter the "Common Improvements").

F. The Association and Bale Kenyon intend that both the Association Property and the Bale Kenyon Property share these Common Improvements and that costs and maintenance be divided as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Bale Kenyon, for themselves and their successors and assigns as owners of the Association Property and the Bale Kenyon Property, respectively, hereby agree as follows:

§1. Water Meter and Electric Meter. For the purposes of water and electric service, the Association and Bale Kenyon hereby acknowledge and agree that both the Association Property and the Bale Kenyon Property shall share the same master water meter and master electric meter ("Master Meters") and further acknowledge and agree that Association has sub-metered its Units for water and electric service from such Master Meters. The Association and Bale Kenyon hereby acknowledge and agree that the monthly water usage and monthly electric usage, as determined by reading the Master Meters ("Total Master Meter Readings"), shall be charged in the following manner: Association residents shall be charged for water usage and electric usage based on their actual usage as determined by the sub-meters serving each Unit. The Association Usage for water and for electric shall be subtracted from the Total Master Meter Readings. Bale Kenyon shall be responsible for the remainder of the Total Master Meter Readings ("Bale Kenyon Usage").

§2. Storm water Detention Ponds and Storm Water Pipes. Association and Bale Kenyon shall share the use of the storm water detention ponds and storm water pipes whether located on the Association

JILL TANGEMAN
PO BOX 1008
COLUMBUS, OH 43216

Property or the Bale Kenyon Property. The Association shall be responsible for the maintenance of such storm water detention ponds and storm water pipes, wherever located, and shall invoice Bale Kenyon for one-half costs of the maintenance of such storm water detention ponds.

§3. **Roadways.** There are hereby granted and created perpetual, non-exclusive, appurtenant easements upon, across and over all entryways, and roadways now or hereafter located on all or any of the Association Property for ingress and egress to and from, the Bale Kenyon Property to Bale Kenyon Road. Such easements shall be for the benefit of (i) the owners and occupants of the residential units located on the Bale Kenyon Property, their heirs, successors and assigns; (ii) all police, fire protection, ambulance, mail delivery and similar personnel, and (iii) the general public. The Association shall be responsible for maintaining all roadways, landscape beds, lawn, street lights, irrigation and signage on the Association Property. Bale Kenyon shall be responsible for maintaining all roadways, landscape beds, lawn, street lights, irrigation and signage on the Bale Kenyon Property. Bale Kenyon shall reimburse the Association for a portion of the roadways (including landscape beds, lawn, street lights and signage) within the cross-hatched area as designated on Exhibit C attached hereto as further set forth in this paragraph (the "Shared Roadways"). On or before December 31st of each year, the Association shall provide Bale Kenyon with an estimated budget for the maintenance and shared costs of the Shared Roadways for the subsequent year, including the estimated monthly costs for water usage for the irrigation system and for electric usage for the street and signage lighting. Bale Kenyon shall pay for thirty-three percent (33%) of the cost of all expenses of maintenance, repair, resurfacing, resealing and patching of the Shared Roadways, including thirty (33%) of the cost of the monthly water usage for the irrigation system and the monthly electric usage for the street and signage lighting of the Shared Roadways. The Association shall invoice Bale Kenyon for its portion of the maintenance and utility usage of the Shared Roadways. Payment of said invoice shall be due within thirty (30) days of receipt. Should Bale Kenyon fail to pay any invoice the Association within thirty (30) days of receipt, the Association shall be entitled to charge interest on the entire unpaid balance at the highest rate of interest then permitted by law and charge a late fee of $50.00 per month until such invoice is paid. Bale Kenyon shall also be responsible for any costs of collection incurred by the Association, including attorney fees and other out-of-pocket expenses.

§4. **Clubhouse Use.** The Association and Bale Kenyon hereby acknowledge and agree that part or all of the Bale Kenyon Property may, at the election of Bale Kenyon, share the clubhouse / community center / pool located on the Association Property (as that term is defined in the Declaration). In addition to the foregoing, Bale Kenyon may use the Clubhouse as a sales office for so long as Bale Kenyon owns one or more units on the Bale Kenyon Property. The Association shall be responsible for maintaining said clubhouse / community center / pool in accordance with this Declaration and shall invoice the owner(s) of that part of the Bale Kenyon Property which may use the clubhouse / community center / pool for a proportionate share of the costs of maintenance and repair and utility usage for clubhouse / community center / pool based upon the number of acres of Bale Kenyon Property using the clubhouse / community center / pool over the number of acres comprising the Association Property. On or before December 31st of each year, the Association shall provide the owner(s) of the Bale Kenyon Property using the clubhouse / community center / pool with an estimated budget for the maintenance and shared costs of the clubhouse / community center / pool for the subsequent year, including the estimated monthly costs for water, sewer, cable, phone, electric and other utility usage. The Association shall invoice the owner(s) of the part of the Bale Kenyon Property using the clubhouse / community center / pool monthly for its portion of the maintenance and utility usage. Payment of said invoice shall be due within thirty (30) days of receipt. Notwithstanding anything herein to the contrary, this Declaration of Easements and Restrictions may not be amended so as to eliminate the right of access to the clubhouse / community center / pool granted to the owner(s) of the Bale Kenyon Park Property.

§5. **Perpetual Restrictions.** The easements, covenants and restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, the Association and Bale Kenyon and their successors and assigns as owners of the Association Property and the Bale Kenyon Property. This Declaration and restriction set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of both the Association and Bale Kenyon and all owners of all units located on both the Association Property and the Bale Kenyon Property. The parties hereto acknowledge that the Bale Kenyon Property may be rezoned or redeveloped separate and apart from the Association Property at the sole discretion of Bale Kenyon.

§6. **Separability.** Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§7. **Governing Law.** This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Association and Bale Kenyon have caused this Declaration to be executed this 20th day of February, 2012.

Village at Bale Kenyon Condominium Association,
an Ohio non-profit corporation

By: _____
Tre Giller, President

STATE OF OHIO §
COUNTY OF FRANKLIN §

The foregoing instrument was acknowledged before me this 20th day of February, 2012, by Tre Giller the President of Village at Bale Kenyon Condominium Association, an Ohio non-profit corporation, on behalf of the corporation.

NOTARIAL SEAL STATE OF OHIO

Jill Stamen Tangeman, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration date
Section 147.03R.C.

Jill Tangeman
Notary Public

Village at Bale Kenyon LLC
an Ohio limited liability company

By: Village Communities LLC,
An Ohio limited liability company
Sole Member / Manager

By: _____
R.S. (Tre) Giller III, Authorized Signatory

STATE OF OHIO
COUNTY OF DELAWARE, SS:

The foregoing instrument was acknowledged before me this 20th day of February, 2012, by Village at Bale Kenyon LLC, an Ohio limited liability company, by Village Communities LLC, an Ohio limited liability company, its Sole Member / Manager, by R.S. (Tre) Giller III, Authorized Signatory.

NOTARIAL SEAL STATE OF OHIO
Kara L Perry
Notary Public, State of Ohio
MY COMMISSION EXPIRES 1/9/15.

Kara L Perry
Notary Public

Prepared by: Jill S. Tangeman, Esq., Vorys, Sater, Seymour and Pease, 52 East Gay Street, Columbus, Ohio 43216

Exhibit A-1

Exhibit A

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE VILLAGE AT
BALE KENYON CONDOMINIUMS, PHASE 1
2.828 ACRE TRACT
LOCATED NORTH OF POWELL ROAD
WEST OF BALE KENYON ROAD
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 6, Section 4, Township 3, Range 18, and being a part of an original 53.623 acre tract conveyed to The Village of Bale Kenyon LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 2.828 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a found 3/4" iron pipe, with an id cap stamped CEC PROP CORNER, at the northeast corner of Lot 1390 of Waverly Place Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A, and the south line of said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 627.17 feet, along the southerly line of said original 53.623 acre tract, to a point;

Thence North 03°33'34" East, a distance of 275.06 feet, crossing said original 53.623 acre tract to the **TRUE POINT OF BEGINNING;**

Thence with the following three (3) courses and distances across said original 53.623 acre tract;

1. North 25°49'40" West, a distance of 115.00 feet, to a point;
2. North 66°05'07" East, a distance of 210.61 feet, to a point;
3. North 02°11'36" East, a distance of 211.31 feet, to a point on the northerly line of said original 53.623 acre tract;

Thence South 86°16'32" East, a distance of 350.30 feet, along the northerly line of said original 53.623 acre tract, common to a 141.75 acre tract conveyed to Marjorie Mae McCammon as shown and delineated in Deed Book 661, Page 112, passing a found

Exhibit A

3/4" iron pipe with an id cap stamped "CEC 5963" at a distance of 323.37 feet, to a point on the centerline of Bale Kenyon Road (60' r/w);

Thence Along a curve to the right, having a delta angle of 02°41'19", a radius of 4884.15 feet, an arc length of 229.20 feet, a chord which bears South 15°13'40" East and a chord distance of 229.17 feet, to a point on the centerline of Bale Kenyon Road (60' r/w);

Thence the following five (5) courses and distances across said original 53.623 acre tract;

1. South 78°26'15" West, a distance of 293.08 feet, to a point;
2. North 87°48'39" West, a distance of 115.61 feet, to a point;
3. South 64°10'20" West, a distance of 132.83 feet, to a point;
4. South 25°45'27" East, a distance of 23.00 feet, to a point;
5. South 64°10'20" West, a distance of 53.38 feet, to the **TRUE POINT OF BEGINNING**, containing 2.828 acres, more or less. Being subject to all easements restrictions and rights-of-ways of record.

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.



Civil & Environmental Consultants, Inc.

1-15-07

Jerry A. Malott Date
Registered Surveyor No. S-5963

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Exhibit A-2

Exhibit A

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE FIRST AMENDMENT TO THE THE VILLAGE AT BALE KENYON CONDOMINIUMS, PHASE II
0.684 ACRE TRACT
LOCATED NORTH OF POWELL ROAD
WEST OF BALE KENYON ROAD
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 6, Section 4, Township 3, Range 18, and being a part of an original 53.623 acre tract conveyed to The Village of Bale Kenyon LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 0.684 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a found 3/4" iron pipe, with an id cap stamped CEC PROP CORNER, at the northeast corner of Lot 1390 of Waverly Place Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A, common with said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 521.69 feet, along the southerly line of said original 53.623 acre tract, to a point;

Thence North 03°33'34" East, a distance of 196.22 feet, over and across said original 53.623 acre tract to the **TRUE POINT OF BEGINNING;**

Thence North 25°45'27" West, a distance of 143.45 feet, to a point on the south line of a 2.828 acre tract conveyed to The Village at Bale Kenyon Condominiums, Phase 1 by deed of record on Official Record Volume 762, Page 1948;

Thence with the following two (2) courses and distances along the south lines of said 2.828 acre tract;

1. North 64°10'20" East, a distance of 132.83 feet, to a point;
2. South 87°48'39" East, a distance of 115.61 feet, to a point;

Thence with the following two (2) courses and distances over and across said original 53.623 acre tract:

1. South 01°45'27" West, a distance of 111.59 feet, to a point;

Exhibit A

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2. South 67°13'00" West, a distance of 183.65 feet, to the **TRUE POINT OF BEGINNING**, containing 0.684 acres, more or less. Being subject to all easements restrictions and right-of-ways of record.

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.

Civil & Environmental Consultants, Inc.

Jerry A. Malott 4-18-07

Jerry A. Malott Date
Registered Surveyor No. S-5963

S:\Pro\041919\CONDO DOCS\1stAndDATA\0.684 acres.doc



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Exhibit A

Exhibit A-3

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE VILLAGE AT BALE KENYON CONDOMINIUMS, PHASE III, SECOND AMENDMENT
0.606 ACRE TRACT
LOCATED NORTH OF POWELL ROAD
WEST OF BALE KENYON ROAD
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 6, Section 4, Township 3, Range 18, and being 0.606 acres of an original 53.623 acre tract conveyed to The Village of Bale Kenyon, LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 0.606 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a point on the westerly right-of-way of Bale Kenyon Road and at the northeasterly corner of Waverly Place, Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A and on the southerly line of said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 616.72 feet, along the common line of said original 53.623 acre tract and said Waverly Place, to a point;

Thence North 03°33'34" East, a distance of 275.06 feet, over and across said original 53.623 acre tract, to a point at the southerly corner of a 2.828 acre tract conveyed to The Village at Bale Kenyon Condominiums, Phase 1, as shown and delineated in Official Record 762, Page 1948, said point also being the **TRUE POINT OF BEGINNING**;

Thence with the following four (4) courses and distances, over and across said original 53.623 acre tract:

1. South 64°10'20" West, a distance of 34.93 feet, to a point;
2. Along a curve to the right, having a delta angle of 49°32'16", a radius of 261.50 feet, an arc length of 226.09 feet, a chord which bears South 88°56'28" West and a chord distance of 219.12 feet, to a point;
3. North 22°36'29" East, a distance of 113.42 feet, to a point;

Exhibit A

4. North 83°25'23" East, a distance of 157.85 feet, to a point at the northerly corner of said 2.828 acre tract;

Thence South 25°49'40" East, a distance of 115.00 feet, along the westerly line of said 2.828 acre tract, to the **TRUE POINT OF BEGINNING**, containing 0.606 acres more or less. Being subject to all easements, restrictions, and right-of-ways of record;

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.



Civil & Environmental Consultants, Inc.

Glenn Halmbacher 7.20.07

Glenn Halmbacher Date
Registered Surveyor No. S-7658

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Exhibit A

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Exhibit A-4

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS, IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE VILLAGE AT BALE KENYON CONDOMINIUMS, PHASE IV, THIRD AMENDMENT 0.922 ACRE TRACT LOCATED NORTH OF POWELL ROAD WEST OF BALE KENYON ROAD ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 6, Section 4, Township 3, Range 18, and being 0.922 acres of an original 53.623 acre tract conveyed to The Village of Bale Kenyon, LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 0.922 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a point on the westerly right-of-way of Bale Kenyon Road and at the northeasterly corner of Lot 1390 Waverly Place, Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A and on the southerly line of said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 225.47 feet, along the common line of said original 53.623 acre tract and said Lot 1390, to a point;

Thence North 03°33'34" East, a distance of 224.43 feet, over and across said original 53.623 acre tract, to the **TRUE POINT OF BEGINNING;**

Thence with the following three (3) courses and distances, over and across said original 53.623 acre tract:

1. North 12°06'31" East, a distance of 11.52 feet, to a point;
2. Along a curve to the left, having a delta angle of 23°17'55", a radius of 138.50 feet, an arc length of 56.32 feet, a chord which bears North 00°28'01" East, and a chord distance of 55.93 feet, to a point;
3. North 11°10'57" West, a distance of 126.39 feet, to a point on the southerly line of a 2.828 acre tract conveyed to The Village at Bale Kenyon Condominiums, Phase 1, as shown and delineated in Official Record 762, Page 1948;

Exhibit A VOL 0860 PAGE 1191

Thence North 78°26'15" East, a distance of 198.58 feet, along the southerly line of said 2.828 acre tract, to a point in the centerline of said Bale Kenyon Road;

Thence along a curve to the right, having a delta angle of 03°30'20", a radius of 3353.40 feet, an arc length of 205.17 feet, a chord which bears South 11°31'00" East, and a chord distance of 205.14 feet, along the centerline of said Bale Kenyon Road, to a point;

Thence South 82°01'16" West, a distance of 215.96 feet, over and across said original 53.623 acre tract, to the **TRUE POINT OF BEGINNING**, containing 0.922 acres, more or less. Being subject to all easements, restrictions, and right-of-ways of record;

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.



Civil & Environmental Consultants, Inc.

3-4-08

Jennifer L. Blue Date
Registered Surveyor No. S-8382

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Exhibit A-5

The Village at Bale Kenyon Condominiums
Phase V, Fourth Amendment
0.520 Acre

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 4, Township 3, Range 18, United States Military District, and being part of the residuum of that 53.623 acre tract conveyed to The Village at Bale Kenyon LLC of record in Official Record 633, Page 261 and described as follows:

Beginning at the southeast corner of The Village at Bale Kenyon Condominiums Phase II, First Amendment as recorded in Official Record 799, Page 1420;

Thence N 01° 45' 27" E, along the east line of said Phase II, First Amendment, 111.59 feet to the northeast corner thereof, the same being an angle point in the south line of The Village at Bale Kenyon Condominiums Phase I as recorded in Official Record 762, Page 1948;

Thence N 78° 26' 15" E, along a south line of said Phase I, 94.50 feet to the northwest corner of The Village at Bale Kenyon Condominiums Phase IV, Third Amendment as recorded in Official Record 860, Page 1192;

Thence S 11° 10' 57" E, along a west line of said Phase IV, Third Amendment, 126.39 feet;

Thence along a west line of said Phase IV, Third Amendment, being a curve to the right, having a central angle of 23° 17' 55", a radius of 138.50 feet and an arc length of 56.32 feet, a chord bearing and chord distance of S 00° 28' 01" W, 55.93 feet;

Thence S 12° 06' 31" W, partly along a west line of said Phase IV, Third Amendment, and partly across said 53.623 acre tract, 30.66 feet;

Thence S 82° 01' 16" W, across said 53.623 acre tract, 96.22 feet;

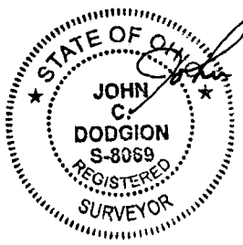
Thence N 11° 10' 57" W, across said 53.623 acre tract, 94.56 feet to the *Point of Beginning*.

Containing 0.520 acre of land, more or less. The above description is based on existing records, a survey by Civil & Environmental Consultants, Inc. from August 2006 and an actual field survey performed by Advanced Civil Design, Inc. in June 2011. A drawing of the above description has been prepared and is a part hereof.

Bearings are based on the same as shown in Official Record 762, Page 1948.

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

ADVANCED CIVIL DESIGN, INC.



John C. Dodgion, P.S. 8069

07/12/2011

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Exhibit A-6

The Village at Bale Kenyon Condominiums
Phase VI, Fifth Amendment
0.922 Acre

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 4, Township 3, Range 18, United States Military District, and being part of the residuum of that 53.623 acre tract conveyed to The Village at Bale Kenyon LLC of record in Official Record 633, Page 261 and described as follows:

Beginning at the most south corner of The Village at Bale Kenyon Condominiums Phase II, First Amendment as recorded in Official Record 799, Page 1420;

Thence N 67° 13' 00" E, along the south line of said Phase II, First Amendment, 183.65 feet to the southeast corner thereof, the same being an angle point in the west line of The Village at Bale Kenyon Condominiums Phase V, Fourth Amendment as recorded in Official Record 1053, Page 2234;

Thence S 11° 10' 57" E, along a west line of said Phase V, Fourth Amendment, 94.56 feet to the southwest corner thereof;

Thence N 82° 01' 16" E, along the south line of said Phase V, Fourth Amendment, 96.22 feet to the southeast corner thereof;

Thence N 12° 06' 31" E, along an east line of said Phase V, Fourth Amendment, 19.13 feet to the southwest corner of The Village at Bale Kenyon Condominiums Phase IV, Third Amendment as recorded in Official Record 860, Page 1192;

Thence N 82° 01' 16" E, along the south line of said Phase IV, Third Amendment, 23.95 feet;

Thence across said 53.623 acre tract, the following courses;

S 12° 06' 31" W, 17.35 feet;

with a curve to the right, having a central angle of 81° 27' 03", a radius of 161.00 feet and an arc length of 228.88 feet, a chord bearing and chord distance of S 52° 50' 02" W, 210.08 feet;

N 86° 26' 26" W, 145.85 feet;

N 00° 45' 17" E, 58.08 feet;

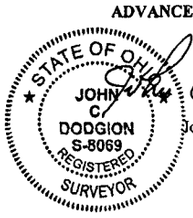
N 04° 41' 33" E, 63.23 feet to the *Point of Beginning*.

Containing 0.922 acre of land, more or less. The above description is based on existing records, a survey by Civil & Environmental Consultants, Inc. from August 2006 and an actual field survey performed by Advanced Civil Design, Inc. in June 2011. A drawing of the above description has been prepared and is a part hereof.

Bearings are based on the same as shown in Official Record 762, Page 1948.

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

ADVANCED CIVIL DESIGN, INC.



John C. Dodgion, P.S. 8069

10/20/2011

Z:\10-0038-128\survey\0.922ac _desc.doc

Exhibit B

VOL 0635 PAGE 0404

LEGAL DESCRIPTION OF PROPERTY

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

Description of 53.623 Acres

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 2 (8.795 Acres) and Farm Lot 6 (44.828 Acres), Section 4, Township 3, Range 18, and being 53.623 Total Acres Containing a 52.644 Acre Tract (Tract I) and a 0.779 Acre Tract (Tract II) Conveyed to Patricia L McKee, Deed Book 1071, Page 475, in the Delaware County Recorder's Office:

Beginning for Reference at the Intersection of Africa Road (County Road 21) and the Common Line between Farm Lot 2 and Farm Lot 1 of said Section;

Thence South 78°56'52" West following the Common Line between Farm Lot 2 and Farm Lot 1 of said Section, also the Southerly Line of 5.001 Acre Tract Conveyed to Robert A Restifo, D.B. 488, Pg. 844, and the Northerly Line of a 17.980 Acre Tract Conveyed to Joseph W Rimelspach, a Distance of 872.01 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER, said Iron Pipe being the True Point of Beginning;

Thence South 78°56'52" West following the Common Line between Farm Lot 2 and Farm Lot 1 of said Section, also the Northerly Line of a 17.980 Acre Tract Conveyed to Joseph W Rimelspach, a Distance of 465.27 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 00°03'09" West following the Common Line between Farm Lot 6 and Farm Lot 1 of said Section, also the Westerly Line of a 17.980 Acre Tract Conveyed to Joseph W Rimelspach, a Distance of 294.39 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 13°41'40" East following the Common Line between Farm Lot 2 and Farm Lot 1 of said Section, also the Westerly Line of a 17.980 Acre Tract Conveyed to Joseph W Rimelspach, a Distance of 219.30 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence with the following Two (2) courses around said 0.779 Acre Tract;

1. South 78°55'11" West a Distance of 145.00 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

2. North 18°49'49" West a Distance of 221.10 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 78°55'11" West following the Northerly Lines of Waverly Place Section 4, P.C. 1, Slide 416A, Waverly Place Section 1, P.B. 23, Pg. 145, and Waverly Place Section 2, P.C. 1, Slide 187, a Distance of 2585.08 feet to a Point of the Centerline of Interstate 71, (Passing Two (2) Found 1/2" Iron Pipes at a Distance of 85.27 feet and 2424.84 feet on the Easterly Right-of-Way Line of Interstate 71);

Thence following the Centerline of Interstate 71 with a Curve to the Right having a Radius of 12277.67 feet, a Delta of 03°28'17", an Arc Length of 743.86 feet, and a Chord Bearing of North 11°07'02" East for a Chord Distance of 743.75 feet to a Point;

Thence North 79°05'05" East following a Southerly Line of a 141.75 Acre Tract Conveyed to Marjorie Mae McCammon, D.B. 661, Pg. 112, a Distance of 2234.50 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER, (Passing Two (2) Found 1/2" Iron Pipes at a Distance of 164.10 feet on the Easterly Right-of-Line of Interstate 71 and 2038.00 feet, also a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER at a Distance of 2101.17 feet);

Thence North 22°37'49" West following the Easterly Line of a 141.75 Acre Tract Conveyed to Marjorie Mae McCammon, D.B. 661, Pg. 112, a Distance of 514.14 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 87°17'36" East following the Southerly Line of a 141.75 Acre Tract Conveyed to Marjorie Mae McCammon, D.B. 661, Pg. 112, a Distance of 33.00 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence with the following Two (2) courses along the Southerly Line of a 2.866 Acre Tract (Parcel 2) Conveyed to Karl R Bletzacker Tr., D.B. 41, Pg. 1410;

1. South 64°25'08" East a Distance of 140.91 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

2. North 80°42'22" East a Distance of 140.39 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence South 63°20'02" East following the Westerly Line of a 5.287 Acre Tract Conveyed to John A Burke, D.B. 536, Pg. 1901, a Distance of 159.84 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence with the following Five (5) courses along the Southerly Line of a 5.041 Acre Tract Conveyed to Carlo Silvestri, O.R. 24, Pg. 509;

1. South 31°12'25" East a Distance of 98.75 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

2. North 87°37'41" East a Distance of 291.80 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

3. South 76°08'49" East a Distance of 245.36 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

4. South 45°32'37" East a Distance of 99.99 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

5. South 38°21'21" East a Distance of 140.55 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

Thence with the following Two (2) courses along the Westerly Line of a 5.001 Acre Tract Conveyed to Robert A Restifo, D.B. 488, Pg. 844;

1. South 08°06'28" West a Distance of 104.66 feet to a Set 3/4" Iron Pipe, 30" in Length with an ID Cap stamped CEC PROP CORNER;

2. South 38°30'22" West a Distance of 241.44 feet to the Point of Beginning;

Containing 53.623 Acres, More or Less, Subject to all Easements, Right-of-Ways, and Restrictions.

Bearings were based on the Southerly Line of Farm Lot 2 as being South 78°56'52" West as shown in D.B. 1071, Pg. 474.

This Description was based on an actual field survey by Civil & Environmental Consultants in November, 2004.

STATE OF OHIO
ANTHONY W. WILLIAMS
7726
REGISTERED
PROFESSIONAL SURVEYOR

Anthony W. Williams P.S. 7726

7-19-05
Date

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Excepting therefrom the property described on Exhibits A-1 through A-6 attached hereto.

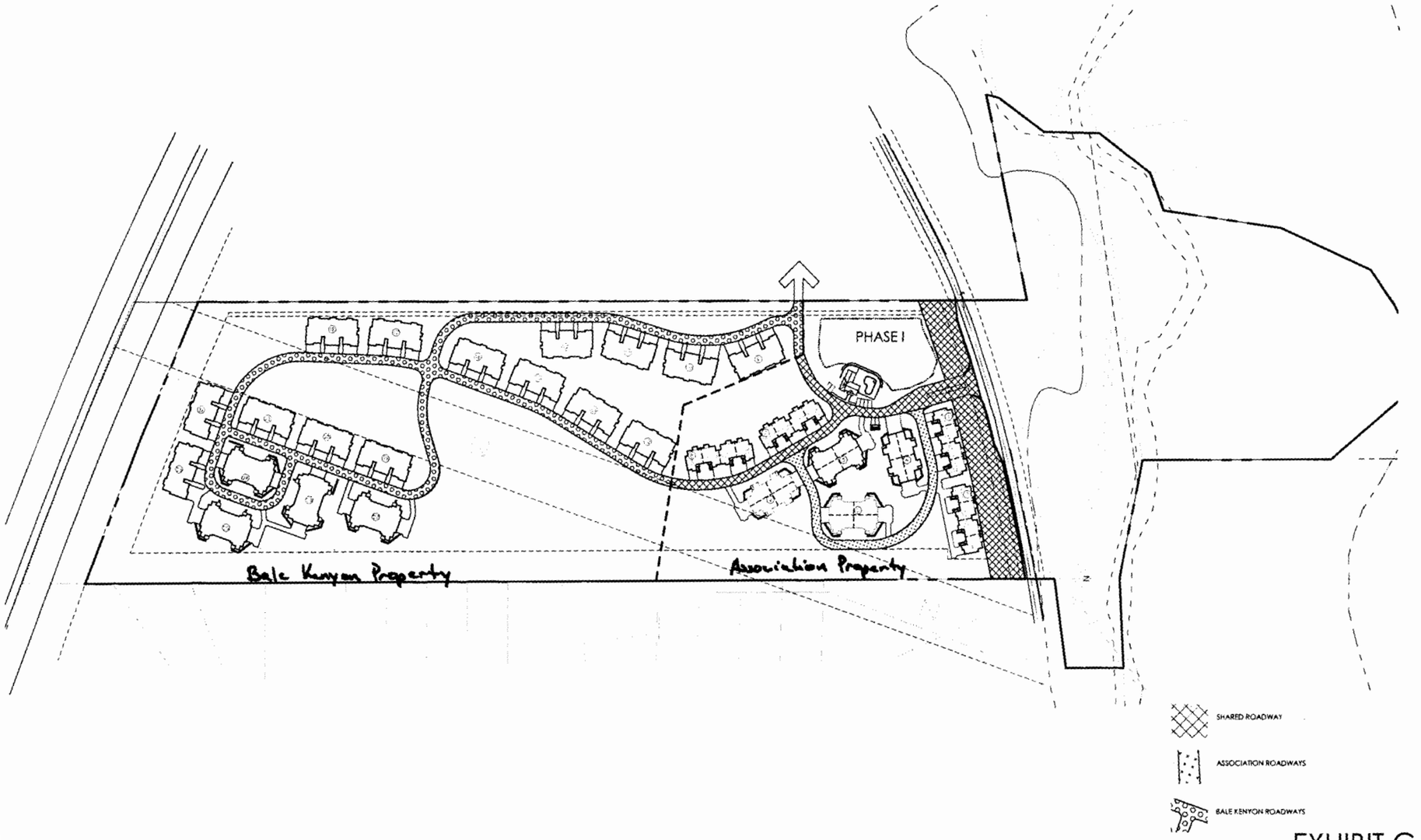


EXHIBIT C

THE VILLAGE AT BALE KENYON

PREPARED FOR VILLAGE COMMUNITIES

DATE: FEBRUARY 17, 2012

NORTH
SCALE: 1" = 100'
0 50 100 200 300

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