Recorder
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Robert G. Montgomery T20010179294
Franklin County Recorder BXLOVELAND

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WINCHESTER COVE

This is a declaration of covenants, restrictions and easements, made by WINCHESTER COVE, LLC., an Ohio limited liability company ("Declarant") this 27th day of December 2001.

Background

A. Declarant is the sole owner of the approximately 47.837 acres of land, and all improvements thereon, described on the attachment hereto marked "Attachment 1."

B. Declarant has the right to acquire an adjacent approximately 11 acres of land described on the attachment hereto marked "Attachment 2," hereinafter called "the Additional Property."

C. "Winchester Cove" consists of the property described in Attachment 1, which is the property subjected hereby to the provisions of this declaration, together with all or such part of the Additional Property as Declarant may from time to time hereafter subject to the provisions hereof.

D. Declarant has been and is developing Winchester Cove into a residential development with private roads, a pool and community building, a storm water drainage pond, and subdivision entryway features, all of which are collectively referred to herein as "the Common Elements," and all of which are designed and intended to serve all property at any time part of Winchester Cove.

E. By this instrument Declarant desires to and does create a plan for the ownership, use, maintenance and operation of the Common Elements, and for the sharing of the costs to own, use, maintain and operate the Common Elements.

Covenants, Restrictions and Easements

NOW THEREFORE, Declarant, for the benefit of the property described on Attachment 1. and each part thereof, and all or any part of the property described on Attachment 2, when and if subjected to the provisions hereof, and the present and future owners of all or any part thereof, declares that the same shall be held, transferred and conveyed subject to the following covenants, restrictions and easements, which shall run with the land, and each part thereof, shall survive the conveyance of all or any part thereof, and shall be binding upon each owner of all or any part thereof and their respective heirs, personal representatives, successors and assigns:

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
DEC 28 2001
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

1. **The Common Elements.**

(A) Specification. The Common Elements shall consist of the following:

(1) A private roadway system, described in Attachment 3, Part 1 hereof, and shown on the drawing identified as Attachment 3, Part 2 hereof, referred to as "the Roadway;"

(2) A swimming pool, community building, and related facilities and the land on which they are situated, described on Attachment 4, Part 1 hereof, and shown on the drawing identified as Attachment 4, Part 2 hereof, referred to as "the Community Recreation Facilities;"

(3) A storm water drainage pond, described on Attachment 5, Part 1, hereof, and shown on the drawing identified as Attachment 5, Part 2 hereof, referred to as "the Pond;" and

(4) Subdivision entryway features and like improvements in Winchester Cove from time to time identified by Declarant or its successors as part of the Common Elements.

(B) Ownership and Operation. The Common Elements are owned by and are intended to be operated by Declarant, as provided herein. However, Declarant reserves the right, at any time, for so long as it or a successor developer to which it assigns its rights hereunder and which assumes its obligations hereunder, owns any property in Winchester Cove, to transfer all of its right, title and interest in and to the Common Elements, free and clear of all liens and encumbrances except real estate taxes not then due and payable, easements for utility lines not unreasonably interfering with use of the Common Elements for their intended purposes, and the covenants, restrictions and easements set forth herein, to an association, hereinafter described, of all of the owners of property subject hereto.

2. **Winchester Cove Community Association.**

(A) Formation. In the event Declarant, or its successor developer to which it assigns it rights hereunder, determines to transfer the Common Elements to an association of the property owners in Winchester Cove it shall cause to be created the "Winchester Cove Community Association" ("the Association") of all owners of property subject hereto. At its option, the Association shall be an unincorporated association governed by bylaws created by Declarant, or an Ohio corporation not-for-profit, governed by articles of incorporation and a code of regulations created by Declarant. Those documents shall be consistent with the provisions hereof.

(B) **Membership; Voting.** Upon formation and written notice to each record owner of a fee simple interest in property subject to the provisions hereof, each such owner, during such time as that owner owns such interest, shall be a member of the Association. Membership shall automatically terminate at such time as that owner ceases to own such interest, and shall automatically vest in the successor owner or owners of a fee simple interest in that property. As will be memorialized in bylaws or articles of incorporation or a code of regulations of the Association, the owner of each "dwelling unit," hereinafter defined, subject to the provisions hereof, excluding the owners of Common Elements, shall have one vote with respect to that dwelling unit on all matters for which members have voting rights "Dwelling unit," as used herein, means, with respect to property subject hereto, any single-family living quarters, that is, a place of habitation providing sleeping and eating facilities for a single family unit, and includes, without limiting the generality of the foregoing, a single family dwelling, a housing unit in a multi-housing unit structure, a residential condominium unit, and an apartment, from and after the time the living unit is completed and ready for occupancy.

(C) **Powers; Authority; Duties.** The Association, upon conveyance to it of the Common Elements, shall have all the rights, powers, authority, duties and responsibilities established, invested or imposed in or upon Declarant pursuant to the provisions hereof. In addition, the Association, through its governing board may make and enforce reasonable rules governing the use of the Common Elements, the levying and collection of costs to be shared, as hereinafter provided, charges for the infraction of rules, and take such actions as are consistent with the purposes hereof.

3. **Easements.**

(A) **Roadway Easement.** The owners and occupants of a dwelling unit in any part of Winchester Cove, present and future, during their period of ownership or occupancy, and their licensees and invitees, are hereby granted the non-exclusive right and easement to utilize the Roadway for pedestrian and vehicular ingress and egress to and from their dwelling units and a public street or streets and the Community Recreation Facilities, subject to such reasonable rules and regulations as Declarant, its successors and assigns, may from time to time adopt.

(B) **Community Recreation Facilities Easement.** The owners and occupants of each dwelling unit in any part of Winchester Cove, present and future, during their period of ownership or occupancy, are hereby granted the non-exclusive right and easement to use the Community Recreation Facilities for the purposes intended, for so long as recreation facilities exist on that property and are available for use, and subject to such reasonable rules and regulations as Declarant, its successors and assigns, may from time to time adopt.

(C) **Pond Easement.** There is reserved to the owners of each parcel of property in Winchester Cove, while such owners, a non-exclusive easement to drain storm water from their properties to the Pond at such locations and under such conditions as Declarant, its successors and assigns, may reasonably specify, and to the owners and occupants of each dwelling unit in Winchester Cove, present and future, during their period of ownership or occupancy, a non-exclusive easement to utilize the Pond for such proposes, if any, as the owners or occupants of the property that includes the Pond may from time to time permit of other dwelling unit owners and occupants in that property.

4. **Cost Sharing.**

(A) **Establishment.** The owner or owners of each dwelling unit, their respective heirs, personal representatives, successors and assigns, shall promptly pay or reimburse or cause to be reimbursed Declarant, or its successors and assigns, a proportionate share of the "direct costs or anticipated costs of owning, operating and maintaining the Common Elements," as hereinafter defined, provided that, in the event all or any part of Winchester Cove is created into a condominium under the laws of the State of Ohio, the obligation for payment of the shares of those costs or anticipated costs of the units in the condominium shall be that of the association of the condominium unit owners, and not that of the individual unit owners, provided further, however, that those costs shall be common expenses of the condominium unit owners' association and chargeable as common expenses to its members. Notwithstanding the foregoing, those costs or anticipated costs, may be estimated periodically, in advance, and charged in periodic installments as determined from time to time by Declarant, its successors and assigns.

(B) **Proportionate Share**. The proportionate share of such costs and anticipated costs payable with respect to each dwelling unit, at any time, shall be in the proportion that one is to the total number of dwelling units in Winchester Cove at the time the charge was made.

(C) **Direct Costs.** The direct costs and anticipated costs to be so shared shall be the costs of owning, operating and maintaining the Common Elements, and shall mean and include, without limiting the foregoing, actual amounts paid for real estate taxes on the property that constitutes the Roadway and the Community Recreation Facilities, the costs to operate, repair and maintain all of the Common Elements, including without limitation, management fees to manage the Community Recreation Facilities, secretarial, legal, accounting and secretarial costs incurred in connection with the Common Elements and the administrative costs to assess and collect charges, cost for chemicals, cleaning and other materials for the pool and community building, and all other costs incurred in owning and operating the Common Elements, excluding however, the cost of the land and the cost for existing capital improvements, loan costs and interest on loans to Declarant to acquire and own the facilities, and salaries of Declarant's,

and its successors and assign's officers, and other overhead expenses of Declarant or its successors or assigns, not directly and specifically related to the operation of the Common Elements.

(D) Remedies for Non-Payment. Each charge made pursuant hereto together with interest at the then prime rate of interest in the central Ohio area, and costs of collection, including reasonable attorney fees, shall be the joint and several personal obligation of the owner or owners of a dwelling unit at the time the charge was levied, and, if not paid when due, may be perfected as a lien against the dwelling unit charged the same. In addition, Declarant, its successors and assigns, shall have the right, if any dwelling unit owner or owners do not pay any charge provided hereunder within thirty (30) days after due, to suspend the right of such owner or owners, occupants of that dwelling unit, and their respective licenses and invitees, to utilize the Community Recreation Facilities for so long as any such charge has not be paid in full.

5. General Provisions.

(A) Covenants Run with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of Winchester Cove, and their respective heirs, executors, administrators, successors, and assigns.

(B) Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this declaration conflicts with mandatory provisions of law, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of the declaration, which provisions shall remain in full force and effect.

(C) Amendments. Declarant reserves the right to itself and its successors, and to the Association, by its governing body, if Declarant's rights hereunder are assigned to it, to amend this declaration to (i) correct typographical or factual errors or omissions, if any, (ii) meet the requirements of any institutional lender, mortgage loan insurer or guarantor, or (iii) clarify or amplify upon the provisions hereof; provided, no such amendment shall impair the interests of any owner, mortgagee, or mortgage loan insurer or guarantor, or enhance the interests of Declarant.

(D) Captions. The captions of the various provisions of the declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 27 day of December 2001.

Signed and acknowledged
in the presence of:

(Print Name) JULIE A. ROSS

(Print Name) Frank H. Bentz

WINCHESTER COVE, LLC

By _____
Roney Murphy, Authorized Member

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Roney Murphy, an Authorized Member of Winchester Cove, LLC, an Ohio limited liability company, on its behalf, this 27th day of December, 2001

Notary Public

JULIE A. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 3, 2003

This instrument prepared by Richard L. Loveland, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-5917.

DEC OF COVENANTS\WINCHESTER COVE\12/27/2001

ATTACHMENT 1
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Legal Description, Declarant's Property

Part I (46.456 acres)

Situated in the State of Ohio, County of Franklin, Township of Madison, Section 10, Township 11, Range 21, Congress Lands, being part of that tract conveyed to Winchester Cove, LLC by deed of record in Instrument Number 200011240238182, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at an iron pin set marking the common corner to Sections 9, 10, 15, and 16, being the northwesterly corner of that tract conveyed to Lazar and Vana Belcheff, Trustees by deed of record in Instrument Number 199809180237324, the northeasterly corner of that tract conveyed to M Five Limited Partnership of record in Official Record 28168A14, the southeasterly corner of that tract conveyed to M Five Limited Partnership by deed of record in Instrument Number 199803200065115, said iron pin being North 86° 01' 42" West, with the southerly line of said Section 10, a distance of 2718.60 feet from Franklin County Geodetic Survey Monument Number 1117 found in the centerline of Ebright Road;

thence North 04° 12' 27 East, with the easterly line of said M Five Limited Partnership tract, a distance of 372.11 feet to an iron pin set at the True Point of Beginning for this description;

thence North 04° 12' 27" East, continuing with said easterly line, a distance of 1780.34 feet to an iron pin set at the southwesterly corner of that tract conveyed to Raymond T. Jr. and Carole A. Roberts by deed of record in Deed Book 3551, Page 287;

thence South 75° 46' 52" East, with the southerly line of said Roberts tract and with the southerly lines of those tracts conveyed to: Robert Y. Farrington and William Hugh Farrington, Jr., Trustees (Official Record 13442E03), Evelyn R. Kern (Official Record 28811J18), John A. and Cheryl A. Kershner (Instrument Number 199907120176199), Thomas L. and Patricia A. Van Scoy (Official Record 09048C04), Gary W. and Joan Park (Deed Book 3690, Page 450), George L. Long (Instrument Number 200003240057346), Steve E. Ryan (Official Record 34218F13), Clyde S. Compton (Deed book 3706, Page 803), and Larry D. Faulk and Ellsworth D. Faulk, Trustees (Instrument Number 199903230071972), a distance of 1303.73 feet to an iron pin found at the southeasterly corner of said Faulk tract;

thence North 10° 19' 16" East, with the Easterly line of said Faulk tract, a distance of 534.54 feet to a mag nail set in the centerline of Winchester Pike;

thence South 56° 10' 09" East, with said centerline, a distance of 71.07 feet to a mag nail set;

Legal Description, Declarant's Property

Part I (46.456 acres)

thence South 10° 19' 16" West, with a westerly line of that tract conveyed to Elliot D. Baker by deed of record in Deed Book 3498, Page 715 , a distance of 510.63 feet to an iron pin found at a corner thereof;

thence South 75° 46' 52" East, with a southerly line of said Baker tract, a distance of 271.55 feet to an iron pin found at the northwesterly corner of the remainder of that tract conveyed to M Five Limited Partnership by deed of record in Instrument Number 199707310058969;

thence with the westerly line of said M Five Limited Partnership tract (Instrument Number 199707310058969), the following courses and distances:

South 14° 37' 12" West, a distance of 783.41 feet to an iron pin found;

South 63° 19' 50" West, a distance of 1412.00 feet to an iron pin found; and

North 85° 47' 28" West, a distance of 262.15 feet to the True Point of Beginning, containing 47.837 acres of land, more or less. Less and excepting the following:

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 10, Township 11, Range 21, Congress Lands, and being part of that tract conveyed to Winchester Cove LLC of record in Instrument Number 200011240238182 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the common corner to Sections 9, 10, 15, and 16, being the northwesterly corner of that tract conveyed to Lazar and Vana Belcheff, Trustees by deed of record in Instrument Number 199809180237324, the northeasterly corner of that tract conveyed to M Five Limited Partnership of record in Official Record 28168A14, the southeasterly corner of that tract conveyed to M Five Limited Partnership by deed of record in Instrument Number 199803200065115, said corner being North 86° 01' 42" West, with the southerly line of said Section 10, a distance of 2718.60 feet from Franklin County Geodetic Survey Monument Number 1117 found in the centerline of Ebright Road;

thence North 04° 12' 27" East, with the easterly line of said M Five Limited Partnership (Instrument Number 199803200065115) and with the easterly line of that tract conveyed to M Five Limited Partnership by deed of record in Official Record 28168A14, a distance of 1089.15 feet to a point;

Legal Description, Declarant's Property

Part I (46.456 acres)

thence South 85° 47' 33" East, across said Winchester Cove LLC tract, distance of 601.12 feet to a point, the True Point of Beginning;

thence continuing across said Winchester Cove LLC tract, the following courses and distances:

North 20° 13' 08" East, a distance of 202.27 feet to a point;

South 69° 46' 52" East, a distance of 148.00 feet to a point;

South 20° 13' 08" West, a distance of 196.43 feet to a point;

South 70° 29' 41" East, a distance of 6.07 feet to a point;

South 18° 43' 57" West, a distance of 208.02 feet to a point;

North 71° 12' 29" West, a distance of 148.00 feet to a point;

North 18° 43' 57" East, a distance of 205.86 feet to a point; and

North 70° 29' 41" West, a distance of 6.18 feet to the True Point of Beginning containing 1.381 acres of land, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC

Bearings are based on South 57° 12' 02" East as determined between Monuments FRANK 32 and FRANK 132 and the Ohio State Plane Coordinate System as per NAD83 (South Zone).

EVANS, MECHWART, HAMBLETON & TILTON, INC.

STATE OF OHIO
JEFFREY A. MILLER
7211
REGISTERED SURVEYOR

12-5-01

Jeffrey A. Miller
Registered Surveyor No. 7211

JAM:bjk/Dec01

Legal Description, Declarant's Property

Part II (1.381 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 10, Township 11, Range 21, Congress Lands, and being part of that tract conveyed to Winchester Cove, LLC of record in Instrument Number 200011240238182 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the common corner to Sections 9, 10, 15, and 16, being the northwesterly corner of that tract conveyed to Lazar and Vana Belcheff, Trustees by deed of record in Instrument Number 199809180237324, the northeasterly corner of that tract conveyed to M Five Limited Partnership of record in Official Record 28168A14, the southeasterly corner of that tract conveyed to M Five Limited Partnership by deed of record in Instrument Number 199803200065115, said corner being North 86° 01' 42" West, with the southerly line of said Section 10, a distance of 2718.60 feet from Franklin County Geodetic Survey Monument Number 1117 found in the centerline of Ebright Road;

thence North 04° 12' 27" East, with the easterly line of said M Five Limited Partnership (Instrument Number 199803200065115) and with the easterly line of that tract conveyed to M Five Limited Partnership by deed of record in Official Record 28168A14, a distance of 1089.15 feet to a point;

thence South 85° 47' 33" East, across said Winchester Cove, LLC tract, a distance of 601.12 feet to a point, the True Point of Beginning;

thence continuing across said Winchester Cove, LLC tract, the following courses and distances:

North 20° 13' 08" East, a distance of 202.27 feet to a point;

South 69° 46' 52" East, a distance of 148.00 feet to a point;

South 20° 13' 08" West, a distance of 196.43 feet to a point;

South 70° 29' 41" East, a distance of 6.07 feet to a point;

South 18° 43' 57" West, a distance of 208.02 feet to a point;

North 71° 12' 29" West, a distance of 148.00 feet to a point;

North 18° 43' 57" East, a distance of 205.86 feet to a point; and

North 70° 29' 41" West, a distance of 6.18 feet to the True Point of Beginning, containing 1.381 acres of land, more or less.

Legal Description, Declarant's Property

Part II (1.381 acres)

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC

The bearings are based on South 57° 12' 02" East, determined between monuments Frank 32 and Frank 132 and the Ohio State Plane Coordinate System as per NAD83 (South zone).

EVANS, MECHWART, HAMBLETON & TILTON, INC.



12-5-01

Jeffrey A. Miller
Registered Surveyor No. 7211

JAM:bjk/Dec 01

ATTACHMENT 2
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Legal Description, Additional Property

Situated in the State of Ohio, County of Franklin, Township of Madison, Section 10, Township 11, Range 21, Congress Lands, being part of that 99.277-acre tract of land as described in a deed to Elliot D. Baker, of record in Deed Volume 3498, Page 715 (all references herein being to the records of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Beginning at a point in the centerline of Winchester Pike, 60 feet in width, at an angle point in the perimeter of said 99.277-acre tract and at a northeasterly corner of that 47.837-acre tract as described in a deed to Winchester Cove, LLC, of record in Instrument Number 200011240238182;

Thence South 56°10'09" East, along the centerline of Winchester Pike, a distance of 1401.85 feet to a point in the easterly perimeter of said 99.277-acre tract;

Thence South 62°59'21" West, along said perimeter and the west bank of Blacklick Creek, a distance of 66.30 feet to a point;

Thence South 75°34'39" East, continuing along said perimeter, a distance of 31.50 feet to a point in the centerline of Blacklick Creek;

Thence continuing along said perimeter and along the centerline of Blacklick Creek the following courses:

1. South 50°40'21" West, a distance of 210.04 feet to a point;
2. South 83°00"21" West, a distance of 212.75 feet to a point;
3. North 82°20'23" West, a distance of 262.15 feet to an angle point in the perimeter of that land as described in a deed to M Five Limited Partnership, of record in Instrument Number 199707310058969;

Thence along the line common to said M Five land and said 99.277-acre tract the following courses:

1. North 1°09'08" East, a distance of 288.22 feet to a point;
2. North 75°46'52" West, passing a northeasterly corner of said 47.837-acre tract at 347.17 feet, a total distance of 618.72 feet to a point;

Thence North 10°19'16" East, along a line common to said 47.837-acre tract and said 99.277-acre tract, a distance of 510.63 feet to the place of beginning and containing 11.108 acres of land.

ATTACHMENT 3 – PART 1
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Roadway

ACCESS EASEMENT
1.968 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 10, Township 11, Range 21, Congress Lands and being part of that tract of land conveyed to Winchester Cove, LLC by deed of record in Instrument Number 200011240238182, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of that tract conveyed to Larry D. Faulk, Trustee and Ellsworth D. Faulk, Trustee by deed of record in Instrument Number 199903230071972, in the centerline of Winchester Pike;

thence South 56° 10' 09" East, with said centerline, a distance of 48.43 feet to the True Point of Beginning for this description;

thence South 56° 10' 09" East, continuing with said centerline, a distance of 20.00 feet to a point;

thence crossing said Grantor's tract, the following courses and distances:

South 33° 50' 55" West, a distance of 42.19 feet to a point of curvature to the left;

with the arc of said curve (Delta = 23° 31' 39", Radius = 40.00 feet) a chord bearing and distance of South 22° 05' 06" West, 16.31 feet to a point;

South 10° 19' 16" West, a distance of 474.12 feet to a point of curvature to the right;

with the arc of said curve (Delta = 61° 33' 01", Radius = 110.00 feet) a chord bearing and distance of South 40° 57' 35" West, 112.57 feet to a point;

South 71° 52' 17" West, a distance of 168.49 feet to a point of curvature to the right;

with the arc of said curve (Delta = 32° 20' 51", Radius = 110.00 feet) a chord bearing and distance of South 88° 02' 42" West, 61.28 feet to a point;

North 75° 46' 52" West, a distance of 309.01 feet to a point of curvature to the left;

with the arc of said curve (Delta = 72° 20' 22", Radius = 40.00 feet) a chord bearing and distance of South 68° 02' 57" West, 47.21 feet to a point;

South 31° 52' 46" West, a distance of 161.33 feet to a point of curvature to the left;

with the arc of said curve (Delta = 13° 35' 16", Radius = 90.00 feet) a chord bearing and distance of South 25° 05' 08" West, 21.29 feet to a point;

ACCESS EASEMENT
1.968 ACRES
-2-

South 18° 17' 30" West, a distance of 544.74 feet to a point of curvature to the right;

with the arc of said curve (Delta = 75° 18' 16", Radius = 110.00 feet) a chord bearing and distance of South 55° 56' 38" West, 134.39 feet to a point;

North 86° 24' 14" West, a distance of 55.32 feet to a point of curvature to the right;

with the arc of said curve (Delta = 38° 41' 34", Radius = 110.00 feet) a chord bearing and distance of North 67° 03' 27" West, 72.88 feet to a point on the arc of a curve to the left;

with the arc of said curve (Delta = 67° 57' 53", Radius = 40.00 feet) a chord bearing and distance of South 37° 34' 50" West, 44.72 feet to a point;

South 03° 35' 46" West, a distance of 193.68 feet to a point;

North 86° 24' 14" West, a distance of 20.00 feet to a point;

North 03° 35' 46" East, a distance of 193.68 feet to a point of curvature to the right;

with the arc of said curve (Delta = 59° 47' 38", Radius = 60.00 feet) a chord bearing and distance of North 33° 29' 29" East, 59.82 feet to a point on the arc of a curve to the right;

with the arc of said curve (Delta = 40° 44' 01", Radius = 110.00 feet) a chord bearing and distance of North 16° 17' 34" West, 76.57 feet to a point;

North 04° 12' 32" East, a distance of 192.67 feet to a point of curvature to the right;

with the arc of said curve (Delta = 13° 32' 02", Radius = 210.00 feet) a chord bearing and distance of North 10° 58' 33" East, 49.49 feet to a point;

North 17° 44' 34" East, a distance of 86.05 feet to a point of curvature to the left;

with the arc of said curve (Delta = 13° 29' 22", Radius = 190.00 feet) a chord bearing and distance of North 10° 59' 53" East, 44.63 feet to a point;

North 04° 15' 12" East, a distance of 49.45 feet to a point; and

North 85° 47' 33" West, a distance of 237.32 feet to a point in the easterly line of that tract conveyed to M Five Limited Partnership by deed of record in Official Record 28168A14;

thence North 04° 12' 27" East, with said easterly line, a distance of 20.00 feet to a point;

ACCESS EASEMENT
1.968 ACRES

thence crossing said Grantor's tract, the following courses and distances:

South 85° 47' 33" East, a distance of 237.34 feet to a point;

North 04° 15' 12" East, a distance of 251.10 feet to a point of curvature to the right;

with the arc of said curve (Delta = 90° 00' 00", Radius = 60.00 feet) a chord bearing and distance of North 49° 15' 12" East, 84.85 feet to a point;

South 85° 44' 48" East, a distance of 93.24 feet to a point of a curvature to the right;

with the arc of said curve (Delta = 28° 48' 07", Radius = 110.00 feet) a chord bearing and distance of South 71° 20' 44" East, 54.72 feet to a point;

North 24° 13' 41" West, a distance of 31.64 feet to a point;

North 65° 46' 19" East, a distance of 14.00 feet to a point;

South 24° 13' 41" East, a distance of 63.76 feet to a point on a curve;

with the arc of said curve (Delta = 09° 31' 34", Radius = 110.00 feet) a chord bearing and distance of South 33° 51' 17" East, 18.27 feet to a point of tangency;

South 29° 05' 30" East, a distance of 63.78 feet to a point of curvature to the left;

with the arc of said curve (Delta = 31° 44' 56", Radius = 90.00 feet) a chord bearing and distance of South 44° 57' 58" East, 49.24 feet to a point;

South 60° 50' 26" East, a distance of 79.18 feet to a point;

South 31° 52' 46" West, a distance of 20.02 feet to a point;

North 60° 50' 26" West, a distance of 78.23 feet to a point of curvature to the right;

with the arc of said curve (Delta = 31° 44' 56", Radius = 110.00 feet) a chord bearing and distance of North 44° 57' 58" West, 60.18 feet to a point;

North 29° 05' 30" West, a distance of 63.78 feet to a point of curvature to the left;

with the arc of said curve (Delta = 56° 39' 18", Radius = 90.00 feet) a chord bearing and distance of North 57° 25' 09" West, 85.41 feet to a point;

ACCESS EASEMENT
1.968 ACRES
-4-

North 85° 44' 48" West, a distance of 93.24 feet to a point of curvature to the left;

with the arc of said curve (Delta = 90° 00' 00", Radius = 40.00 feet) a chord bearing and distance of South 49° 15' 12" West, 56.57 feet to a point;

South 04° 15' 12" West, a distance of 320.55 feet to a point of curvature to the right;

with the arc of said curve (Delta = 13° 29' 22", Radius = 210.00 feet) a chord bearing and distance of South 10° 59' 53" West, 49.33 feet to a point;

South 17° 44' 34" West, a distance of 8.01 feet to a point;

South 85° 44' 48" East, a distance of 216.12 feet to a point of curvature to the right;

with the arc of said curve (Delta = 14° 02' 18", Radius = 110.00 feet) a chord bearing and distance of South 78° 43' 39" East, 26.88 feet to a point;

South 71° 42' 30" East, a distance of 47.72 feet to a point;

South 18° 17' 30" West, a distance of 20.00 feet to a point;

North 71° 42' 30" West, a distance of 47.72 feet to a point of curvature to the left;

with the arc of said curve (Delta = 14° 02' 18", Radius = 90.00 feet) a chord bearing and distance of North 78° 43' 39" West, 22.00 feet to a point;

North 85° 44' 48" West, a distance of 220.92 feet;

South 17° 44' 34" West, a distance of 57.47 feet to a point of curvature to the left;

with the arc of said curve (Delta = 13° 32' 02", Radius = 190.00 feet) a chord bearing and distance of South 10° 58' 33" West, 44.78 feet to a point;

South 04° 12' 32" West, a distance of 192.67 feet to a point of curvature to the left;

with the arc of said curve (Delta = 90° 26' 52", Radius = 90.00 feet) a chord bearing and distance of South 41° 10' 48" East, 127.78 feet to a point;

South 86° 24' 14" East, a distance of 55.32 feet to a point of curvature to the left;

ACCESS EASEMENT
1.968 ACRES
-5-

with the arc of said curve (Delta = 75° 18' 16", Radius = 90.00 feet) a chord bearing and distance of North 55° 56' 38" East, 109.96 feet to a point;

North 18° 17' 30" East, a distance of 544.74 feet to a point of curvature to the right;

with the arc of said curve (Delta = 13° 35' 16", Radius = 110.00 feet) a chord bearing and distance of North 25° 05' 08" East, 26.03 feet to a point;

North 31° 52' 46" East, a distance of 161.33 feet to a point of curvature to the right;

with the arc of said curve (Delta = 72° 20' 22", Radius = 60.00 feet) a chord bearing and distance of North 68° 02' 57" East, 70.82 feet to a point;

South 75° 46' 52" East, a distance of 309.01 feet to a point of curvature to the left;

with the arc of said curve (Delta = 32° 20' 51", Radius = 90.00 feet) a chord bearing and distance of North 88° 02' 42" East, 50.14 feet to a point;

North 71° 52' 17" East, a distance of 168.49 feet to a point of curvature to the left;

with the arc of said curve (Delta = 61° 33' 01", Radius = 90.00 feet) a chord bearing and distance of North 40° 55' 46" East, 92.10 feet to a point;

North 10° 19' 16" East, a distance of 474.12 feet to a point of curvature to the right;

with the arc of said curve (Delta = 23° 31' 39", Radius = 60.00 feet) a chord bearing and distance of North 22° 05' 06" East, 24.46 feet to a point; and

North 33° 50' 55" East, a distance of 42.18 feet to the True Point of Beginning, containing 1.968 acres of land, more or less.

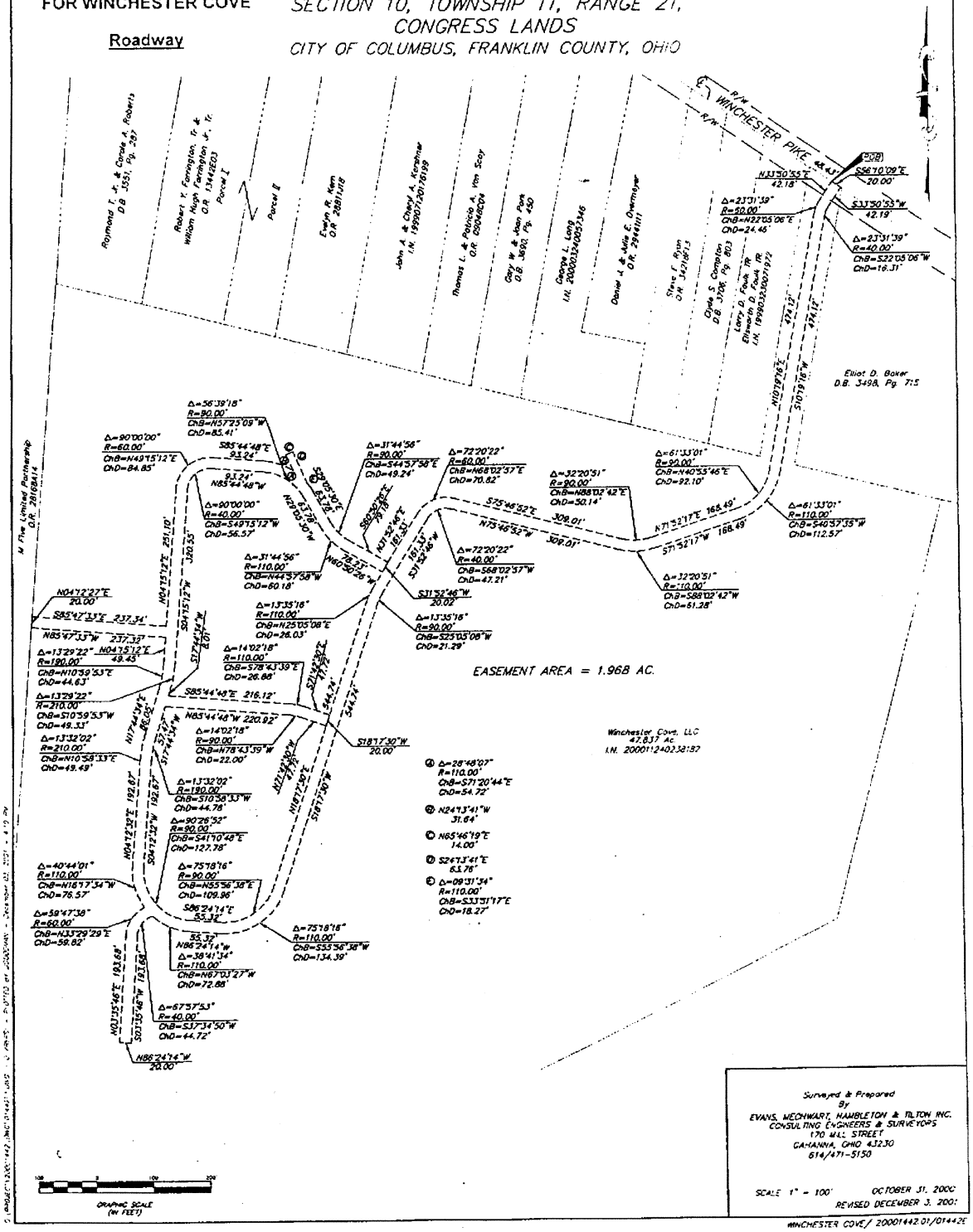
MAK:bjk/Dec 01

ATTACHMENT 3 – PART 2
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Roadway

ACCESS EASEMENT

SECTION 10, TOWNSHIP 11, RANGE 21,
CONGRESS LANDS
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO



Surveyed & Prepared
By
EVANS, MECHWART, HAMBLETON & TILTON INC.
CONSULTING ENGINEERS & SURVEYORS
170 MILL STREET
GAHANNA, OHIO 43230
614/471-5150

SCALE 1" = 100' OCTOBER 31, 2000
REVISED DECEMBER 3, 2001

WINCHESTER COVE/ 20001442.01/01442E

ATTACHMENT 4 – PART 1
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Community Recreation Facilities

CLUBHOUSE AND POOL AREA EASEMENT
0.443 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 10, Township 11, Range 21, Congress Lands, and being part of that tract of land conveyed to Winchester Cove, LLC by deed of record in Instrument Number 200011240238182, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of that tract conveyed to Larry D. Faulk, Trustee and Ellsworth D. Faulk, Trustee by deed of record in Instrument Number 199903230071972;

thence South 31° 13' 56" West, crossing said Grantor's tract, a distance of 118.28 feet to the True Point of Beginning for this description;

thence continuing across said Grantor's tract, the following courses and distances:

South 71° 52' 17" West, a distance of 152.95 feet to a point;

North 18° 05' 35" West, a distance of 98.12 feet to a point;

North 26° 54' 25" East, a distance of 44.47 feet to a point;

North 71° 54' 25" East, a distance of 121.50 feet to a point; and

South 18° 05' 35" East, a distance of 129.47 feet to the True Point of Beginning containing 0.443 acre of land, more or less.

MAK:bjk/Dec 01

EMH&T INC.
CONSULTING ENGINEERS & SURVEYORS
GAHANNA, OHIO 43230

CLUBHOUSE AND POOL AREA EASEMENT

LOCATED IN
SECTION 10, TOWNSHIP 11, RANGE 21
CONGRESS LANDS
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

SCALE 1" = 100'

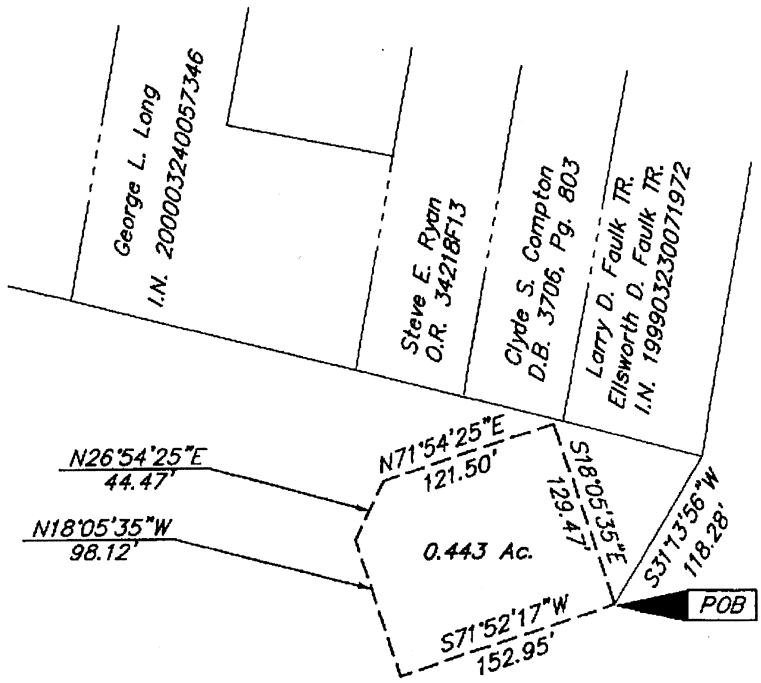
OCTOBER 25, 2000
REVISED DECEMBER 3, 2001

ATTACHMENT 4 – PART 2
DECLARATION OF COVENANTS
FOR WINCHESTER COVE

Community Recreation Facilities



GRAPHIC SCALE
(IN FEET)



Winchester Cove, LLC
47.837 Ac.
I.N. 200011240238182

Q:\PROJECT\20001442\DWG\01442BE1.DWG - 0 XRLTS: - PLOTTED BY DGOODMAN - December 03, 2001 - 3:42 PM

POND EASEMENT
21.631 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 10, Township 11, Range 21, Congress Lands and being part of that tract of land conveyed Winchester Cove, LLC by deed of record in Instrument Number 200011240238182, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a southwesterly corner of that tract conveyed to Elliot D. Baker by deed of record in Deed Book 3498, Page 715;

thence South 75° 46' 52" East, with a southerly line of said Baker tract, a distance of 126.27 feet to the True Point of Beginning for this description;

thence South 75° 46' 52" East, with said southerly line, a distance of 145.28 feet the Grantor's northeasterly corner;

thence South 14° 37' 12" West, with Grantor's easterly line, a distance of 783.41 feet to a corner thereof;

thence South 63° 19' 50" West, with Grantor's southerly line, a distance of 1412.00 feet to a corner thereof; and

thence North 85° 47' 28" West, continuing with said southerly line, a distance of 262.15 feet to the southwesterly corner thereof in the easterly line of that tract conveyed to M Five Limited Partnership by deed of record in Instrument Number 199803200065115;

thence North 04° 12' 27" East, with said easterly line, a distance of 162.25 feet to a point;

thence crossing said Grantor's tract, the following courses and distances:

North 61° 47' 59" East, a distance of 40.96 feet to a point;

North 51° 56' 42" East, a distance of 165.66 feet to a point;

North 61° 56' 04" East, a distance of 104.73 feet to a point;

North 84° 32' 48" East, a distance of 63.15 feet to a point;

North 66° 41' 55" East, a distance of 92.83 feet to a point;

North 74° 49' 55" East, a distance of 162.14 feet to a point;

North 42' 58' 39" East, a distance of 72.63 feet to a point;

North 32° 55' 30" East, a distance of 208.37 feet to a point;

North 15° 34' 10" East, a distance of 358.26 feet to a point;

North 30° 56' 10" East, a distance of 185.67 feet to a point of curvature of a curve to the left;

northwesterly with the arc of said curve (Delta = 90° 13' 04", Radius = 30.00 feet) a chord bearing and distance of North 14° 10' 22" West, 42.51 feet to a point of tangency;

North 60° 13' 32" West, a distance of 187.95 feet to a point;

North 31° 52' 46" East, a distance of 71.26 feet to a point of curvature of a curve to the right;

northeasterly with the arc of said curve (Delta = 39° 57' 53", Radius 40.00 feet) a chord bearing and distance of North 51° 51' 43" East, 27.34 feet to a point;

South 59° 17' 01" East, a distance of 256.13 feet to a point;

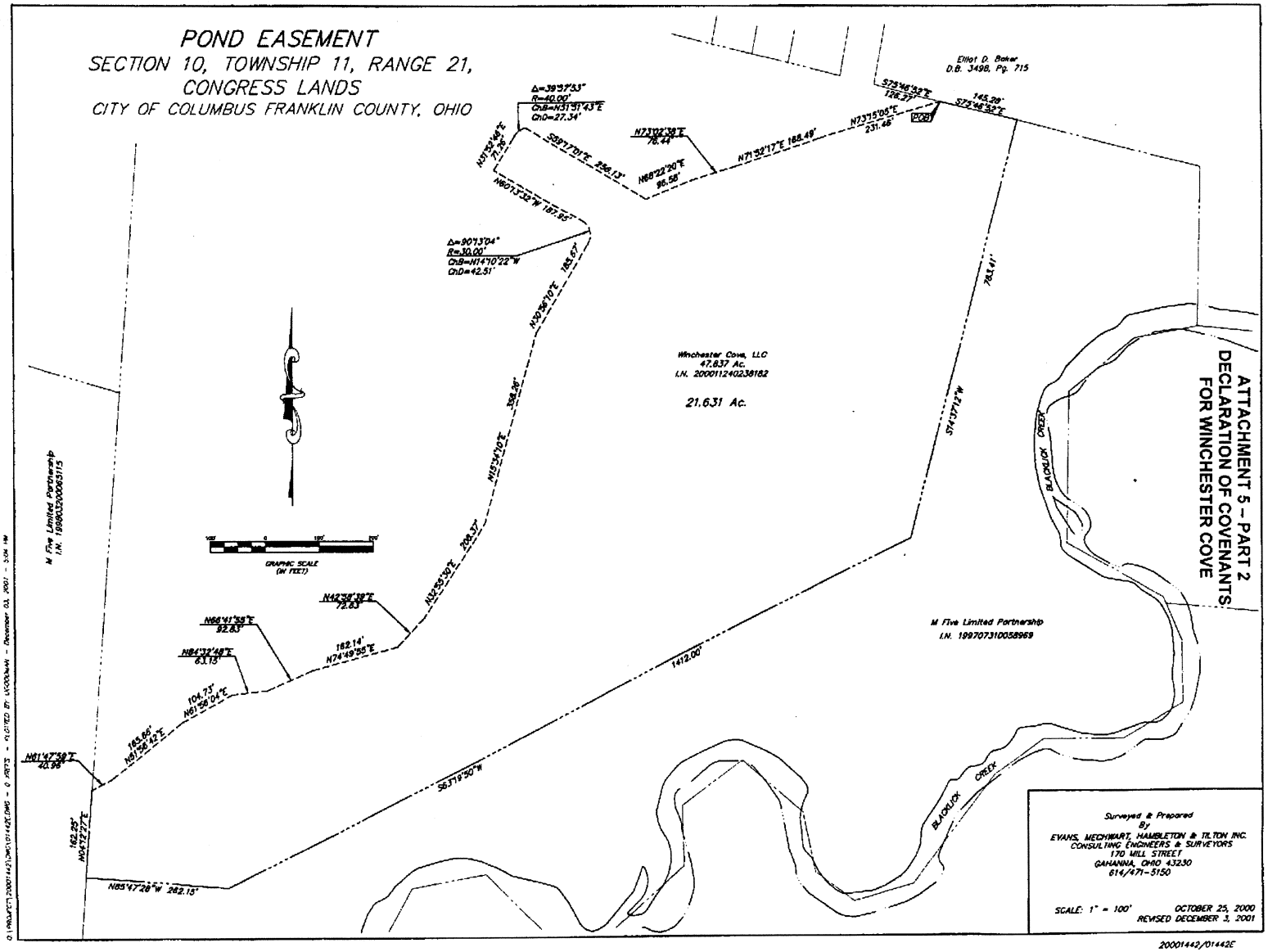
North 68° 22' 20" East, a distance of 96.58 feet to a point;

North 73° 02' 38" East, a distance of 76.44 feet to a point;

North 71° 52' 17" East, a distance of 168.49 feet to a point; and

North 73° 15' 05" East, a distance of 231.46 feet to the True Point of Beginning, containing 21.631 acres of land, more or less.

MAK:bjk/Dec 01


POND EASEMENT
SECTION 10, TOWNSHIP 11, RANGE 21,
CONGRESS LANDS
CITY OF COLUMBUS FRANKLIN COUNTY, OHIO
ATTACHMENT 5 - PART 2
DECLARATION OF COVENANTS
FOR WINCHESTER COVE
Elliot D. Baker
D.B. 3498, Pg. 715
Winchester Cove, LLC
47.837 Ac.
I.N. 200011240236182
21.631 Ac.
M Five Limited Partnership
I.N. 199707310058969
M Five Limited Partnership
I.N. 199803300051515
BLACKLICK CREEK
GRAPHIC SCALE
(IN FEET)
POB
1412.00
Surveyed & Prepared
By
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS
170 MILL STREET
GAHANNA, OHIO 43230
614/471-5150
SCALE: 1" = 100'
OCTOBER 25, 2000
REVISED DECEMBER 3, 2001
20001442/01442E