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DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
BALLANTRAE

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**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR BALLANTRAE**

This is a declaration of covenants, easements, restrictions, assessments, and assessment liens ("the Declaration") made on or as of this _____ day of _____, 2001, by Edwards Golf Communities, LLC, an Ohio limited liability company, (hereinafter "Declarant"); and M/I Schottenstein Homes, Inc., an Ohio corporation ("M/I"), which joins herein solely for the purpose of submitting its property, hereinafter described, to the provisions hereof.

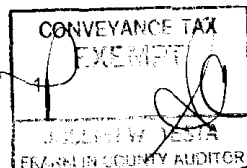
Background

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

1. Declarant is the owner in fee simple of the real estate in the City of Dublin, Franklin County, Ohio, consisting of 368.641 acres of land, more or less, described on Attachment 1, "Declarant's Property."
2. M/I is the owner in fee simple of the real estate in the City of Dublin, Franklin County, Ohio, consisting of 19.499 acres of land, more or less, described on Attachment 2, "M/I's Property."
3. Ballantrae is a proposed high quality residential development located in the southwest area of Dublin, and presently encompasses property south of Shier-Rings Road, north of Rings Road, east of Cosgray Road and west of Avery Road. Ballantrae initially consists of Declarant's Property, M/I's Property, and property dedicated to public use.
4. Pursuant to the provisions of the Development Plan, various Parcels in Ballantrae have been or will be, or may be, as created, conveyed to the City of Dublin and maintained by or through it (such as but not limited to parks, public streets, and a golf course), or owned by it but maintained by the Community Association, (such as but not limited to pocket parks, cul de sac islands, boulevard central landscaped strips, and other landscaped buffers). Other Parcels will be subjected to easements reserved to the Community Association for construction and maintenance of Ballantrae entryway features, to maintain landscaping and trees in landscape buffer areas if Lot owners or Subarea Associations fail to do so, and for various other purposes that would be of benefit to Ballantrae and its Owners and Occupants.
5. In connection with the development of Ballantrae there will be created:
 - A. The Community Association, an association of all Owners, except Owners of Exempt Property, which will have easements with respect to and administrative operation of various pocket parks, cul de sac islands, landscaping buffers, Ballantrae entryway features, and other amenities and features which will serve all of Ballantrae and its Owners and Occupants; and
 - B. "Subarea Associations," separate associations for each subarea, or section, or condominium, within Ballantrae, as shown on the Development Plan, or as determined by Declarant, in its sole discretion, whose members will consist of all of the Owners of Parcels in that subarea, section or condominium, except Owners of Exempt Property. Each Subarea Association will administer restrictions relative to the property within and matters related solely to the property in that subarea or section, or condominium, as the case may be, and the Owners of Parcels in that property.
6. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Community Association, and to memorialize these understandings. Accordingly, by this Declaration Declarant is establishing various rights and responsibilities with respect to Ballantrae and parties subjected hereto, the Owners and Occupants of property in Ballantrae, as it and they may be constituted from time to time, and the Subarea Associations.

**COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS**

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in Ballantrae as presently constituted (described on Attachments 1 and 2), and as it may hereafter be constituted, Declarant with respect to the property described in Attachment 1, and M/I, with respect to the property described in Attachment 2, hereby declare that all of this property shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of this property, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, M/I, each owner of property in Ballantrae, the Community Association, the Subarea Associations, and their respective heirs, successors, and assigns:



TRANSFERRED
NOT NECESSARY
OCT 30 2001
JOSEPH W. TESIA
AUDITOR
FRANKLIN COUNTY, OHIO

ARTICLE I - DEFINITIONS

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

1. "Additional Property" -- property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property to be part of Ballantrae and subjected to the provisions hereof, and may include any property adjacent to or contiguous with property a part of Ballantrae as it is then constituted.
2. "Architectural Review Committee" -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of Improvements in Ballantrae.
3. "Articles" and "Articles of Incorporation" -- the articles, when filed with the Secretary of State of Ohio, incorporating Ballantrae Community Association ("the Community Association") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").
4. "Assessments" -- charges levied by the Community Association on Parcels and their Owners, consisting of Membership Fees, Operating Assessments, Special Assessments, and Individual Parcel Assessments.
5. "Ballantrae" -- property that at any time has been subjected to the provisions of this Declaration, initially includes all of the property described in Attachment 1 and Attachment 2, and may be expanded to encompass all or any part of the Additional Property, identified in Item 1, above.
6. "Board" -- the Board of Directors of the Community Association.
7. "Code of Regulations" and "Code" -- the code of regulations of the Community Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Community Association.
8. "Common Expenses" -- costs and expenses incurred by the Community Association in fulfilling its functions.
9. "Common Property" -- all real and personal property now or hereafter acquired by the Community Association or benefited by easement to it pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Ballantrae or for the operation of the Community Association.
10. "Community Association" -- an association of all of the Owners of property in Ballantrae, at any time, except Owners of Exempt Property, with respect to that property, at any time. It has been incorporated as an Ohio non-profit corporation named "Ballantrae Community Association."
11. "Declarant" -- Edwards Golf Communities, LLC and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
12. "Exempt Property" -- means the portion of the real property comprising Ballantrae (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Franklin County, the City of Dublin, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Community Association or a Subarea Association, provided in any such case, the same is not utilized as a residence.
13. "Development Plan" -- the plan adopted by the City Council of the City of Dublin, and duly adopted amendments thereto made hereafter for Ballantrae, also referred to therein as the "Dublin Golf Community," dated July 7, 2000, and revised August 30, 2001, establishing permitted uses, and limitations thereon, Improvement requirements and specifications, and various other requirements and limitations with respect to Ballantrae and various subareas thereof. The Development Plan, as amended from time to time, will be available for review and copy at the offices of Declarant, and is incorporated herein by this reference.
14. "Governing Documents" -- the Community Association's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, the Development Plan, applicable building and zoning laws, and the provisions of subdivision and other plats of property in Ballantrae.
15. "Improvements" -- all dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks,

patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures or improvements of every type, constructed or maintained on Ballantrae, and visible to the public.

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

17. "Lot" -- a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Ballantrae, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding Common Property and any portion thereof dedicated for public use.

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

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

20. "Membership Fee" -- a mandatory charge by the Community Association on each Lot and Unit and its Owner or Owners, except Exempt Property and its Owner or Owners with respect to that property, for membership in the Community Association.

21. "Occupant" -- an individual lawfully residing in a dwelling on a Parcel, regardless of whether that individual is an Owner.

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

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

24. "Parcel" -- a distinct and separate parcel of real estate in Ballantrae for real estate taxation and conveyance purposes, as shown in the records of the Auditor of Franklin County, Ohio from time to time. In the case of subdivisions, each Lot and reserve therein becomes a separate Parcel upon the filing of a plat creating those Lots and reserves with the Recorder of Franklin County, Ohio, and in the case of condominiums, each Unit becomes a Parcel at the time the same is so designated in a declaration of condominium or amendment thereto creating the same recorded with the Recorder of Franklin County, Ohio.

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

26. "Reserves" -- funds that may be charged and collected to meet future needs of the Community Association.

27. "Rules" -- the rules and regulations established by the Board from time to time.

28. "Subarea Association" -- an association of the Owners of Lots, in the case of a subdivision, in a subarea or section, as determined by Declarant, and an association of the Owners of Units, in the case of a condominium, created by Declarant or its successors and assigns.

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

30. "Turnover Date" -- the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be when Ballantrae has been fully developed, all improvements completed, and all Parcels have been sold, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Community Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

31. "Unit" -- A discrete parcel of real property a part of Ballantrae identified in a duly recorded declaration of condominium and shown on filed drawings for the condominium, or on duly recorded or filed amendments thereto.

ARTICLE II - GOALS

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

1. Promotion of the health, safety and welfare of all Owners and Occupants of property in Ballantrae;
2. Ownership, preservation, beautification and maintenance of Ballantrae's Common Property and all Improvements thereon;
3. Enforcement of architectural controls and restrictions applicable to property in Ballantrae;
4. Compliance with all zoning and similar governmental regulations applicable to Ballantrae; and
5. Provide for mandatory membership of Parcel Owners in Ballantrae, as it may be constituted, from time to time, in the Community Association, and the assessment for and collection of funds to fulfill its objectives.

ARTICLE III - THE COMMUNITY ASSOCIATION

A. Purposes. The purposes of the Community Association are to:

(1) have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Ballantrae that benefit all of Ballantrae and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, pocket parks, cul de sac islands, central strips in boulevards, landscaped buffer strips, Ballantrae entryway Improvements, and such other Improvements and amenities as serve all of Ballantrae, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, by the Community Association's Board of Directors;

(2) administer and enforce the provisions of the Governing Documents of the Community Association; and

(3) assess, collect and disburse funds necessary to fulfill these purposes.

B. Membership. The Community Association is an association of all Owners of Parcels in Ballantrae, except owners of Exempt Property. Its members presently consist of Declarant and M/I. As Ballantrae is subdivided into Lots by the filing of subdivision plats, and Units, by the recording of declarations of condominium and amendments thereto, the Owners of those Lots and Units, from time to time, (except owners of Exempt Property, if any), shall automatically become and be Members during such time as they are Owners with respect to those Lots or Units. Those Lots and Units shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, declaration of condominium, or amendment thereto, or instrument of transfer or conveyance, or the transfer is by operation of law, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Parcel is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations.

C. Powers; Authority; Duties. The Community Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Community Association, through its Board of Directors, shall have the power to own and/or hold easements with respect to, and maintain, Common Property, enforce and administer the restrictions and covenants applicable to all or any part of Ballantrae, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes. In addition the Board of Directors shall have the power to assist Subarea Associations in the performance of their duties and obligations and cooperate with them so that they and the Community Association may most efficiently, effectively and economically provide their respective services to the Owners and Occupants. It is contemplated that from time to time any of these associations may use the services of the other or others in the furtherance of its obligations and may contract with each other to better provide for such cooperation. Notwithstanding the foregoing, the Community Association shall not have the power or authority to expend or agree to expend in any calendar year an amount in excess of \$50.00 times the number of Parcels then subject to Operating Assessments for new capital improvements not replacing existing improvements without the approval of Members exercising a majority of the voting power of Members.

D. Rules and Regulations. The Community Association through its Board may make and enforce reasonable Rules governing the use of the Common Property, the levying and collection of assessments for the operation of the Community Association, the levying and collection of administrative charges for the infraction of Rules, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Community Association shall

have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Parcel Assessments; (ii) suspension of the right to vote as a Member of the Community Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Property for a period not exceeding sixty (60) days, for any infraction of Rules. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations of Rules. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of Rules, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Parcel whose Owner, Occupant, licensee or invitee violated that Rule, and the same shall be an Individual Parcel Assessment against such Owner's Parcel and such Owner.

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

F. Managing Agent. The Board may retain and employ on behalf of the Community Association a Manager, which may be Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

G. Insurance.

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

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

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

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

(d) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Community Association, its Officers, Directors, and Members.

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

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

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

H. Condemnation. The Community Association through its Board shall represent the Members 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 Member hereby irrevocably appoints the Community Association as that Member's attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Community Association, to be held and used for the benefit of the Members, as determined by the Board.

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

ARTICLE IV - THE COMMON PROPERTY

A. Property To Be Subject. The Common Property shall consist of (1) those Parcels of real estate that are created by subdivision or other plat and specified thereon to be conveyed to an association of the owners of property in Ballantrae, (2) easements shown or noted thereon to be held by that association, (3) all property, real and personal, that Declarant determines to be Common Property, and so designates, and that benefits all of Ballantrae and its Owners, and (4) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Community Association.

B. Vesting of Interests. Easement rights to the Community Association set forth in subdivision or other plats and condominium declarations and amendments thereto shall become Common Property and vested in the Community Association upon the recording of those documents. Property owned by Declarant or its successors and assigns, or by M/I (with respect to its property), so designated in a subdivision or other plat to be owned by an association of all of the owners of property in Ballantrae, shall be conveyed to the Community Association by Declarant or M/I, as appropriate, forthwith upon the recording of such subdivision or other plat by limited warranty deed, free and clear of all encumbrances except easements of record benefiting Ballantrae, or any part thereof, that would not unreasonably interfere with use of the same for its intended purposes, and the lien of general real estate taxes not then payable. The Community Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant or M/I. The Community Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Common Property, the Community Association and all Owners release Declarant, and M/I, from any claims and warrant that no claim shall be made by the Community Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use, accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

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

D. Architectural Review. Improvements on the Common Property shall be subject to the same architectural review process and approval requirements as all other property in Ballantrae, as provided in Article VII hereof.

E. Uses.

1. General. The Common Property may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the maintenance of Ballantrae as a high-quality residential community. 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 Declaration, the other Governing Documents, and the laws of the State of Ohio, and no use shall be made of the Common Property, or any part thereof except as authorized by the Board, from time to time, in its sole discretion.

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

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

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

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

6. Signs. No signs of any character shall be erected, posted or displayed on Common Property except: (a) temporary marketing signs approved by Declarant and installed by Declarant, or M/I, with respect to its property, or other builders to whom either assigns such rights, while marketing available Lots and/or Units in Ballantrae, and (b) signs relative to the Common Property or public streets installed by Declarant or the Community Association.

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

8. Trash. Except for the reasonably necessary activities of Declarant or M/I during the development of Ballantrae, no burning or storage of trash of any kind shall be permitted on Common Property.

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

ARTICLE V - ASSESSMENTS

A. Types of Assessments. Subject to the provisions of this Article, each Lot and Unit, and its Owner or Owners, excluding Lots and Units and their Owners of Exempt Property, with respect to that property, shall be subject to the following assessments:

1. Membership Fee;
2. Operating Assessments;
3. Special Assessments; and
4. Individual Parcel Assessments;

established, assessed, and collected, as set forth in this Article V, and subject to the provisions set forth herein. No Owner may gain exemption from liability for any assessment by waiving or foregoing the use or enjoyment of any of the Common Property, or by abandoning that Owner's Lot or Unit.

B. Membership Fee. Each time that there is the transfer for value of the fee simple interest in a Lot or Unit to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, is recorded, the purchasers and that Lot or Unit shall be assessed and there shall immediately become due and payable to the Community Association a Membership Fee of One Hundred Dollars (\$100.00) for membership in the Community Association. This assessment shall not be charged to a builder who thereafter constructs a dwelling thereon, but in such case the Membership Fee shall be due and payable when a dwelling has been constructed thereon and a certificate of occupancy issued with respect thereto. The Membership Fees may be utilized by the Community Association in furtherance of its purposes, is not in lieu of any other assessments, and is not refundable when a Lot or Unit is transferred.

C. Operating Assessments. For the purposes of providing funds to pay:

- the cost of the maintenance, repair and replacement of Common Property;
- the costs for insurance and bond premiums to be provided and paid for by the Community Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Community Association;
- all or part of the costs for construction of new capital improvements on Common Property;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Community Association, in an amount deemed adequate by the Board of Directors;
- an amount deemed adequate by the Board of Directors to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- the costs for the operation, management and administration of the Community Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Community Association not otherwise herein specifically excluded;

all of which shall constitute Common Expenses, the Board of Directors shall establish, levy, and collect Operating Assessments in accordance with the following:

1. Establishment. Prior to the closing of the sale of the first Lot with a dwelling on it, or a Unit, to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.
2. Apportionment. For such part year, and for each calendar year thereafter, the Board shall apportion an equal pro rata share of such estimated Common Expenses to each Lot and Unit reasonably estimated to be subject to the same, and assess each Lot or Unit and its Owner or Owners an equal share.
3. Assessment.
 - (a) As to Lots: Each Lot shall, in the earlier of the calendar month following the month in which a certificate of occupancy has been issued with respect to a dwelling on that Lot or the thirteenth month after the Lot has been conveyed by Declarant or M/I to a bona fide purchaser for value, whether a home purchaser, builder, or otherwise, be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Lot determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Lot became subject to Operating Assessments is to twelve.
 - (b) As to Units: Each Unit from and after the first calendar month following the month in which a certificate of occupancy has been issued with respect to that Unit shall be assessed Operating Assessments for the calendar year, or part year, provided that the apportioned amount per Unit, determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Unit became subject to Operating Assessments is to twelve.
4. Subsidization. Notwithstanding the foregoing, or any provisions hereof, until the earlier of the Turnover Date or five years from the time Operating Assessments are first charged with respect to any Lot or Unit, Declarant shall subsidize those costs to the extent they exceed the sum of \$250.00 per year per Lot or Unit so assessed a share of those estimated funds needed.

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

D. Special Assessments. The Board may allocate to Lots and Units subject to Operating Assessments Special Assessments to pay for additional Common Expenses such as permitted capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies (other than those which are to be subsidized by Declarant) or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots and Units on the same basis as Operating Assessments are to be allocated, and 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 written notice.

E. Individual Parcel Assessments. The Board may levy an Individual Parcel Assessment against any Lot or Unit and the Owners thereof (other than Exempt Property and its Owners) to reimburse the Community Association for costs incurred on behalf of that Lot or Unit, or charged to a Lot or Unit, or as a consequence of any act or omission by any Owner, occupant, or invitee thereof, including without limitation, administrative and enforcement charges by the Community Association or a Subarea Association reasonably determined by the Board to be an Individual Parcel Assessment. By way of illustration, the Board may levy an Individual Parcel Assessment in the nature of an administrative charge reasonably determined by the Board against a Lot or Unit of any Owner or Owners who violate the Rules, or any provision of the Governing Documents, or who suffer or permit the Members, guests, invitees or tenants of that Owner's or Owners' Lot or Unit to violate the same. Upon its determination to levy an Individual Parcel Assessment, the Board shall give the affected Owner or Owners written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Assessment ten days prior to the effective date of the levy of any such Assessment.

F. Late Charges. If the assessment remains unpaid for ten days after it becomes due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of ten percent per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

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

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

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

J. Contested Lien. Any Owner or Owners who believe that an assessment chargeable to that Owner or Owner's Lot or Unit (for which a certificate of lien has been filed) has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas of Franklin 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 Lot or Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of the assessment or portion thereof determined to be unlawful.

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

L. Suspension of Vote and Use of Common Property. If any assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Community Association matters and privileges to use the Common Property, and to vote, as a Member of the Community 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 Lot or Unit.

ARTICLE VI - EASEMENTS AND LICENSES

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

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Community Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots and Units, for the purpose of performing the Community Association's rights or obligations set forth herein. The Community Association may enter any Lot or Unit to maintain, repair, and replace the Common Property, if necessary.

ARTICLE VII – ARCHITECTURAL REVIEW

A. Architectural Review Committee. Forthwith upon the recording of this Declaration, Declarant shall appoint an Architectural Review Committee, which shall initially consist of no fewer than three individuals, one of whom is a registered architect and one of whom is a licensed landscape architect. Until the Turnover Date Declarant, subject to the foregoing, shall have the sole right to determine the number of members of this committee, and who those members are, and shall have the sole right and power to remove and replace those members. From and after the Turnover Date the Architectural Review Committee shall be of such number, and have such qualifications, as the Board, in its sole discretion, may from time to time designate.

B. Jurisdiction.

1. Initial Improvements. Subject to applicable restrictions and governmental prescriptions and limitations, Declarant shall have the sole right, power, and authority, to approve plans for all Improvements initially constructed in Ballantrae, provided Declarant, at any time, shall have the right to assign this responsibility, or any part thereof, to the Architectural Review Committee.

2. Subsequent Improvements. Subject to the foregoing, applicable restrictions, and governmental restrictions and limitations, the Architectural Review Committee shall have the sole right, power, and authority to receive and review all plans and specifications for the addition, change, repair or replacement of any Improvement, as defined in item 15 of Article I of this Declaration, visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property Owner in Ballantrae, and to approve or disapprove the same.

C. Adherence Standards. In reviewing, evaluating, and approving or disapproving any application to make an addition, change to or repair or replacement of any Improvement the Architectural Review Committee shall determine adherence to design guidelines established from time to time by it, and design guidelines and diversity standards established by the City of Dublin or set forth in the Development Plan, as it may be amended from time to time.

D. Requirement of Plan Approval. No person shall construct, make addition to, make any change in, or repair or replace, any Improvement in Ballantrae, visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property Owner in Ballantrae, without the prior written consent of the Architectural Review Committee. Each Owner covenants that no tree removal, excavation, construction or other site work which would in any way alter the property from its present state shall be commenced, no building and/or structure shall be erected, and no materials shall be stored upon any property in Ballantrae by any Owner or his/her/their agents, heirs, successors or

assigns until the Architectural Review Committee shall have approved, in writing, the plans and specifications pursuant to Paragraph E hereafter. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. Approval of plans and specifications shall constitute the commitment of the Owner to make the approved Improvement according to the approved plans and specifications within a reasonable time, not to be longer than one year from the date of approval.

E. Procedures.

1. Prior to making any such Improvement the Owner or Owners of the property on which the Improvement is to be made shall submit two (2) sets of complete building and site plans with specifications of the buildings and structures intended to be erected to the Architectural Review Committee setting forth the following:

- (a) the general arrangements of the interior and exterior of the building and/or structure, including plans for all floors, cross sections and elevations, including projections and wing-walls; the color and texture of the building materials and the manufacturers thereof; the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as decorative walls, chimneys, driveways, and walkways; and the location of the building and/or structure including front, side, and rear setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography, and conformance of the Improvements with the master grading and drainage plan;
- (b) mail boxes, address markers;
- (c) landscaping, fencing, and screening;
- (d) patios, decks, gazebos, and porches;
- (e) signs and parking areas;
- (f) exterior lighting plans;
- (g) swimming pools, swing sets, play areas, basketball boards, and similar improvements;
- (h) certification that the finished Improvements will conform to the adherence standards set forth in Item C of this Article VII; and
- (i) such other information, data, and drawings as may be reasonably requested by the Architectural Review Committee.

2. Each Owner, by his/her/their acceptance of a deed to a Lot in Ballantrae, further acknowledges that in considering plans and specifications submitted, the Architectural Review Committee will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed Improvements on adjacent Lots and the effect of said proposed Improvements on the Owner's Lot with reference to its effect upon neighboring Lots and the overall development of Ballantrae.

3. Submitted specifications shall otherwise be prepared according to the requirements of the Architectural Review Committee and the restrictions contained herein.

F. Failure to Approve or Disapprove. If the Architectural Review Committee fails either to approve or disapprove any such plans and specifications within thirty (30) days after all required plans and specifications and other information has been delivered to it, it shall be conclusively presumed that the Architectural Review Committee has approved the Improvements. In disapproving any Improvement the Architectural Review Committee shall specify the elements which are deemed objectionable. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. In addition, the Architectural Review Committee reserves the right to charge for those costs and expenses incurred by the Architectural Review Committee in the utilization of its architect or planner in the preparation, submission or re-submission of any Person's or Owner's plans and specifications for approval.

G. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of Ballantrae.

H. Liability Relating to Approvals. Neither Declarant, M/I, the Community Association, the Board of Directors, the Architectural Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successor or assigns, shall be liable to anyone submitting a proposal for approval of an Improvement by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every Person who submits a request for approval of an Improvement to the Architectural Review Committee agrees, by submission thereof, that Person will not bring any action or suit against any of the foregoing to recover any alleged damages. Further each Person further acknowledges that the Architectural Review Committee shall not be responsible or liable to any Person or to any other Owner in Ballantrae by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to a Person or Owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

I. Review of Subdivision Plats. The various subdivision plats for Ballantrae will contain notes affecting the Lots in those designated subareas. It is recommended that each Person or Owner of a property in Ballantrae review the plat affecting their subarea. The following proposed common plat notes are restated and incorporated herein:

1. Drainage Easements. Within any drainage or storm water management easement areas designated on any of the recorded plats for Ballantrae, no structure, planting or other material shall be placed, or permitted to remain which may damage or interfere with the installation and direction of the flow of the drainage channels or water over said easement areas. The drainage easement areas and all surface improvements constructed therewith shall be maintained continuously by the Owner of the property upon which it is situated, except for those improvements for which a public authority or public utility company is responsible.

2. No Build Zones. No Build Zones are areas of land which shall remain free of any structures, including, but not limited to, drives and walks, buildings and outbuildings, sheds, fences, swimming pools, decks, swing sets/play structures, satellite dish antennae and basketball courts. These areas will be further restricted by notes on the various recorded plats for Ballantrae.

3. No Disturb Zones. No Disturb Zones are areas of land which shall remain free of any structures, including, but not limited to drives, walks, buildings, and out buildings, sheds, fences, swimming pools, decks, swing sets/play structures, satellite dish antennae, basketball courts, etc. In these designated areas, the existing natural features therein shall not be disturbed, removed or physically altered unless written permission is granted by the Dublin Planning Director or said director's designee. Grading activities and the placement of utilities within said areas are also hereby prohibited except that utilities may cross at right angles to said area or run outside of and parallel it.

ARTICLE VIII - MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for record with the Recorder of Franklin County, Ohio and thereafter the Declaration shall automatically renew forever for successive periods of ten years each unless earlier terminated with the consent of Members exercising a majority of the voting power of all Members.

B. Enforcement. The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Subarea Associations, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the acquisition, maintenance and improvement of any Common Property. Both before and after the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots or Units or the Common Property or (b) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege, nor shall any such amendment increase Declarant's rights hereunder, except to the extent all Owners rights are increased in the same measure, or relieve it of any obligations hereunder. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion,

and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Franklin County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Ballantrae. Such an amendment made by Declarant shall not require the joinder or signature of the Community Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Members holding not less than seventy-five percent (75%) of the voting power of Members of each Subarea Association, provided that the consent of all Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Community Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Community Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Franklin County, Ohio.

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

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

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

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

F. Indemnification. The Community Association shall indemnify every Officer and Director of the Community Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which that individual may be a party by reason of being or having been an Officer or Director. The Officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers and Directors of the Community Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association, and the Community Association shall indemnify and forever hold each such Officer and Director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled by law or the provisions of any other Governing Document.

G. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, M/I (with respect to its property), the Subarea Associations and the Community Association, and the present and future owners of property in Ballantrae, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between

the respective owners of all such property and privity of contract and estate between all owners thereof, and the provisions hereof shall, as to the owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

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

I. Enforcement; Waiver. Failure of Declarant, M/I, the Community Association or any Subarea Association or any Owner to enforce any provision of this Declaration or the Governing Documents in any matter shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot or Unit, each Owner thereof is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of the provisions hereof, or other Governing Documents.

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

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

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

M. Captions. The caption of each article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant, and M/I, who joins herein solely for the purpose of subjecting its property described on Attachment 2 to the provisions hereof, have duly caused the execution of this Declaration on their respective behalves on or as of the date hereafter set forth.

Signed and acknowledged
in the presence of:

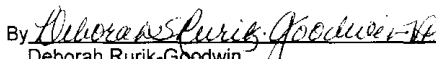


Printed: ERYN R. TINKLER



Printed: Michelle Larsen

EDWARDS GOLF COMMUNITIES, LLC,
an Ohio limited liability company

By 
Deborah Rurik-Goodwin,
Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 23rd day of October, 2001, by Deborah Rurik-Goodwin, a Vice President of Edwards Golf Communities, LLC, an Ohio limited liability company, on behalf of that corporation.


Notary Public



ERYN R. TINKLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 26, 2002

Signed and acknowledged
in the presence of:

Janis A. Eckstein

Printed: Janis A. Eckstein

Laura J. Elliott

Printed: Laura J. Elliott

M/I SCHOTTENSTEIN HOMES, INC.,
an Ohio corporation

By *Paul S. Coppel*
Paul S. Coppel, President Land Operations/
General Counsel

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 29th day of
October, 2001, by Paul S. Coppel, President Land Operations/General Counsel of M/I
Schottenstein Homes, Inc., an Ohio corporation, on behalf of that corporation.

Laura Elliott
Notary Public



LAURA ELLIOTT
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 15, 2004

This instrument prepared by Richard L. Loveland, Esq., Loveland & Brosius, 50 West Broad Street, Suite
3300, Columbus, Ohio 43215.

DEC OF COVENANTS\BALLANTRAE\10/23/01

ATTACHMENT 1
DECLARATION OF COVENANTS FOR BALLANTRAE
(EGC)
Declarant's Property - Index of Descriptions

ZONED ACREAGE (PER SURVEY): (Property of EGC and others) 642.570

*	Less Land Not Owned by EGC	
1.	Proegler	4.246
2.	M. Liggett	0.977
3.	J. Liggett	0.222
4.	J. Liggett	1.943
5.	D. Thomas	8.171
6.	D. Thomas	7.294
7.	B & B Thomas	11.100
	<i>Subtotal</i>	<u>33.953</u>

	Less Land Already Deeded by EGC to Others.	
8.	Shier Rings Right of Way	3.307
9.	M/I Tract Phase 1	19.499
	<i>Subtotal</i>	<u>22.806</u>

	Less Woerner Temple Not Deeded to EGC	
	Woerner Temple Road Total (Before 10-16 conveyances)	7.902
10, Except:	Woerner Temple Road Deeded to EGC	(0.682)
11.		(0.611)
12.		(0.218)
13.		(0.645)
14.		(1.355)
15.		(0.580)
16.		(0.100)
		<u>(4.191)</u>

(Net Acreage Not Part of EGC Property)	<i>Subtotal</i>	<u>3.711</u>	(60.470)
	TOTAL		<u>582.100</u>

LESS GOLF COURSE PROPERTY:

17.	Golf Course Deed	21.710
18.	Golf Course Deed	13.067
19.	Golf Course Deed	2.512
20.	Golf Course Deed	92.263
21.	Golf Course Deed	23.598
22.	Golf Course Deed	5.347
23.	Golf Course Deed	41.273
	<i>Subtotal</i>	(199.770)
23A.	Less Roadway Conveyance to Dublin	(12.607)
	TOTAL	<u>369.723</u>

LAND SWAPS MADE:

24. Less:	3 Parcels from EGC to Golf Course	(0.609)
25.		(0.323)
26.		(0.856)
		<u>(1.788)</u>
27. Plus:	3 Parcels from Golf Course to EGC	0.006
28.		0.255
29.		0.352
		<u>0.613</u>
30. Plus:	1 Parcel from Golf Course to EGC	0.093
		<u>0.093</u>
	<i>Subtotal</i>	(1.082)
	TOTAL	<u>368.641</u>

* Attached descriptions are identified by these numbers.

Attachment 1
Declaration of Covenants for Ballantrae
Property Zoned for Ballantrae

642.570 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, being bounded by Shier-Rings Road on the North, Avery Road on the East, Rings Road on the South, and Cosgray Road on the West being more particularly described as follows:

Beginning at a point in the centerline of Shier-Rings Road, 50.00 feet in width, at the northwesterly corner of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200061060004762 (all references herein being to the records of the Recorder's Office, Franklin County, Ohio);

thence South 03° 00' 12" East, with the westerly line of said tract, a distance of 1121.49 feet to the southwest corner thereof;

thence North 85° 41' 57" East, with the southerly line of said tract, a distance of 661.00 feet to a northwesterly corner of that tract conveyed to Anacleto Galli by deed of record in Instrument Number 200002220035230;

thence South 05° 12' 54" East, with a westerly line of said Galli tract, a distance of 545.92 feet to a point;

thence South 05° 03' 19" East, with said easterly line, a distance of 1242.04 feet to a point in the centerline of (old) Woerner Temple Road, 50.00 feet in width;

thence South 07° 23' 38" East, with said centerline of (old) Woerner Temple Road, a distance of 348.33 feet to a point in the northerly right-of-way of Woerner Temple Road, 60.00 feet in width;

thence South 05° 15' 38" East, crossing said Woerner Temple Road and with the westerly line of that tract conveyed to Edward W. Burt by deed of record in Official Record 30840F20, a distance of 1115.84 feet to the southwest corner thereof;

thence North 86° 43' 36" West, with the northerly line of that tract conveyed to Mid-State Development Corporation by deed of record in Official Record 14649J07, a distance of 90.58 feet to the northwesterly corner thereof;

thence South 04° 31' 52" East with the westerly line of said tract, a distance of 2172.16 feet to a point in the centerline of Rings Road, 60.00 feet in width;

thence North 84° 54' 53" West, with said centerline, a distance of 1375.04 feet to an angle point;

thence South 87° 59' 44" West, continuing with said centerline, a distance of 348.61 feet to the southeasterly corner of that tract conveyed to Hometown Communities by deed of record in Official Record 26778G02;

thence North 05° 46' 18" West, with the easterly line of said tract, a distance of 1850.58 feet to the northeasterly corner thereof;

Attachment 1
Declaration of Covenants for Ballantrae
Property Zoned for Ballantrae
642.570 ACRES

-2-

thence South 84° 49' 24" West, with the northerly line of said tract and with the northerly line of that tract conveyed to Ned E. Lare by deed of record in Deed Book 3798, Page 456, a distance of 1756.61 feet to the northwesterly corner thereof;

thence South 06° 34' 07" East, with the westerly line of said tract, a distance of 1306.00 feet to a point;

thence North 47° 50' 47" West, crossing that tract conveyed to Shookuh B. Koozekanani (Parcel 4) by deed of record in Deed Book 3650, Page 765, and crossing that tract conveyed to Jay W. Liggett by deed of record in Deed Book 2547, Page 303, a distance of 1298.31 feet to a point;

thence South 84° 49' 24" West, with the northerly line of said Liggett tract, a distance of 1156.71 feet to a point in the easterly right-of-way line of Conrail Railroad;

thence North 39° 16' 17" West, with said right-of-way line, a distance of 340.84 feet to a point in the centerline of Cosgray Road;

thence North 05° 29' 31" West, with said centerline, a distance of 2003.76 feet to the intersection of Cosgray Road and Woerner Temple Road;

thence North 05° 01' 55" West, with said centerline, a distance of 1900.29 feet to the southwesterly corner of that tract conveyed to Stephen M. Kelly by deed of record in Official Record 18672A12;

thence North 84° 45' 03" East, with the southerly line of said Kelly tract extended, a distance of 2267.76 feet to a point;

thence North 04° 07' 41" West, with said easterly line, a distance of 633.59 feet to a point in the centerline of Shier-Rings Road;

thence North 85° 44' 20" East, with said centerline, a distance of 1107.98 feet to the intersection of Rings Road and Eiterman Road;

thence North 85° 41' 57" East, with said centerline, a distance of 1773.91 feet to the place of beginning and containing 642.570 acres of land, more or less.

Excepting therefrom the following parcel:

Beginning at Franklin County Geodetic Survey Monument Number 6629, in the centerline of Woerner Temple Road;

thence with said centerline and with the arc of a curve to the right (Delta = 2° 40' 59", Radius = 272.84 feet), a chord bearing and distance of South 85° 57' 35" West, 12.77 feet to a point;

2 of 3

Attachment 1
Declaration of Covenants for Ballantrae
Property Zoned for Ballantrae

642.570 ACRES

-3-

thence North 03° 44' 41" West, a distance of 425.52 feet to a point;

thence North 85° 01' 58" East, a distance of 496.54 feet to a point;

thence South 04° 11' 18" East, a distance of 97.10 feet to a point;

thence South 84° 35' 46" West, a distance of 150.00 feet to a point;

thence South 4° 11' 18" East, a distance of 324.85 feet to a point in the centerline of said Woerner Temple Road; and

thence South 84° 35' 46" West, a distance of 337.12 feet to the Point of Beginning, containing 3.729 acres of land, more or less, leaving a net acreage of 638.841 acres of land, more or less.

MAK:bjk/sept 01

3 of 3

Declaration of Covenants for Ballantrae

1. Less: Property not owned-Proegler
4.246 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being all of that tract of land conveyed to Kurt C. and Carol G. Proegler by deed of record in Official Record 537113, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning at Franklin County Geodetic Survey Monument Number 6630 in the centerline of Woerner-Temple Road;

thence South $04^{\circ} 46' 44''$ East, with the westerly line of that tract conveyed to Swickard Enterprises, Inc. by deed of record in Official Record 16313J14, a distance of 551.55 feet to an iron pin found at a northeasterly corner of that tract conveyed to Jim Moro by deed of record in Official Record 10928C10;

thence South $82^{\circ} 28' 39''$ West, with a northerly line of said Moro tract, a distance of 339.92 feet to an iron pin found at a corner thereof;

thence North $03^{\circ} 11' 10''$ West, with a easterly line of said Moro tract, , a distance of 564.51 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence North $84^{\circ} 35' 46''$ East, with said centerline, a distance of 323.85 feet to the Point of Beginning, containing 4.246 acres of land, more or less, 0.223 acre of which falls within the presently occupied right-of-way of Woerner-Temple Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South $85^{\circ} 44' 20''$ East between said Monuments.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 30 Nov 00

Matthew A. Kirk
 Registered Surveyor No. 7865

MAK.km/july,00



O-110-F
 A-OF
 10343
 (273)



Attachment 1
Declaration of Covenants for Ballantrae
2. Less: Property not owned-M. Liggett

0.977 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being all of that tract of land conveyed to Jay W. Liggett, by deed of record in Official Record 11937C14, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, located at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 05° 01' 55" West, with the centerline of said Cosgray Road, a distance of 425.38 feet to a mag nail set at a northwesterly corner of that tract conveyed to Marianna B. Buck, Trustee by deed of record on Instrument Number 200003170052488 at the True Point of Beginning for this description;

thence North 05° 01' 55" West, continuing with said centerline, a distance of 212.80 feet to a mag nail set at the southwesterly corner of that tract conveyed to Jay W. Liggett by deed of record in Instrument Number 19990810023411;

thence North 84° 52' 14" East, with the southerly line of said Liggett tract, a distance of 200.00 feet to an iron pin found at a northwesterly corner of said Buck tract;

thence South 05° 01' 55" East, with a westerly line of said Buck tract, a distance of 212.80 feet to an iron pin set a corner thereof;

thence South 84° 52' 14" West, with a northerly line of said Buck tract, a distance of 200.00 feet to the True Point of Beginning, containing 0.977 acres of land, more or less, 0.146 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

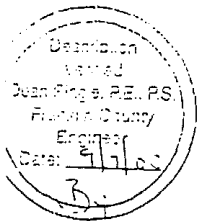
Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 31 July 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK.knu/june00



G-116-B
A.C. OF
10330
(273)



Attachment 1

Declaration of Covenants for Ballantrae 0.222 ACRE 3. Less Property not owned-J. Liggett

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Jay W. Liggett, by deed of record in Instrument Number 19990810023411, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, located at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 05° 01' 55" West, with the centerline of said Cosgray Road, a distance of 638.18 feet to a mag nail set at the northwesterly corner of that tract conveyed to Jay W. Liggett by deed of record on Official Record 11937C14, the True Point of Beginning for this description;

thence North 05° 01' 55" West, continuing with said centerline, a distance of 44.00 feet to a mag nail set;

thence North 84° 52' 14" East, crossing said Liggett tract (Instrument Number 19990810023411), a distance of 220.00 feet to an iron pin set;

thence South 05° 01' 55" East, continuing across said Liggett tract (Instrument Number 19990810023411), a distance of 44.00 feet to an iron pin set in a northerly line of that tract conveyed to Marianna B. buck, Trustee by deed of record in Instrument Number 200003170052488;

thence South 84° 52' 14" West, with said northerly line, a distance of 220.00 feet to the Point of Beginning, containing 0.222 acre of land, more or less, 0.030 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

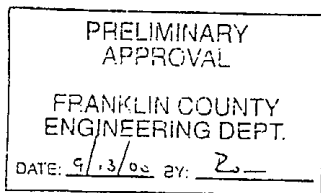
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk 6 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sept00

0-110-B



Close & Desc. ok

Attachment 1

Declaration Covenants for Ballantrae

4. Less: Property not owned-J. Liggett

1.943 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Marianna B. Buck, Trustee, by deed of record in Instrument Number 200003170052488, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210 located at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 05° 01' 55" West, with the centerline of said Cosgray Road, a distance of 335.38 feet to a mag nail set at the True Point of Beginning for this description;

thence North 05° 01' 55" West, continuing with said centerline, a distance of 90.00 feet to a mag nail set at the southwesterly corner of that tract conveyed to Jay W. Liggett, by deed of record in Official Record 11937C14;

thence North 84° 52' 14" East, with the southerly line of said Liggett tract, a distance of 200.00 feet to an iron pin set at a corner thereof;

thence North 05° 01' 55" West, with the easterly line of said Liggett tract, a distance of 212.80 feet to an iron pin found in the southerly line of that tract conveyed to Jay W. Liggett by deed of record in Instrument Number 19990810023411;

thence North 84° 52' 14" East, with said southerly line, a distance of 220.00 feet to an iron pin set;

thence South 05° 01' 55" East, crossing said Buck tract, a distance of 302.80 feet to an iron pin set;

thence South 84° 52' 14" West, continuing across said Buck tract, a distance of 420.00 feet to the True Point of Beginning, containing 1.943 acres of land, more or less, 0.062 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

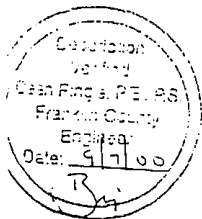
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 31 Aug 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK.knv/july00

0-110-13
1.943 ACRES
OUT OF
10327
(273)



Attachment 1

Declaration of Covenants for Ballantrae

5. Less: Property not owned-D. Thomas
8.171 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Richard O. Wiseman by deed of record in Official Record 13280E08, (all references being 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 at the northwesterly corner of Lot 2 of the subdivision entitled "Wilbur I. and Emma Cramer's First Addition to the Village of Amlin" of record in Plat Book 10, Page 98.

thence North 06° 35' 25" West, with the easterly line of that tract conveyed to Jay W. Liggett by deed of record in Deed Book 2547, Page 303, a distance of 1071.62 feet to an iron pin found;

thence South 84° 49' 24" West, with the northerly line of said Liggett tract, a distance of 598.33 feet to an iron pin set at the True Point of Beginning for this description;

thence South 84° 49' 24" West, with said northerly line, a distance of 1061.51 feet to an iron pin found in the easterly right-of-way line of the Conrail Railroad;

thence North 39° 16' 17" West, with said easterly right-of-way line, a distance of 340.84 feet to a railroad spike found in the centerline of Cosgray Road;

thence North 05° 29' 31" West, with said centerline, a distance of 68.76 feet to a railroad spike found at the southwesterly corner of Parcel 2 of that tract conveyed to Shookuh B. Koozekananai by deed of record in Deed Book 3650, Page 765;

thence North 84° 49' 24" East, with the southerly line of said Parcel 2, a distance of 929.39 feet to an iron pin set;

thence South 47° 50' 47" East, crossing said Wiseman tract, 477.39 feet to the True Point of Beginning, containing 8.171 acres of land, more or less, 0.047 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

0-110-B

EVANS, MECHWART, HAMBLETON & TILTON, INC.

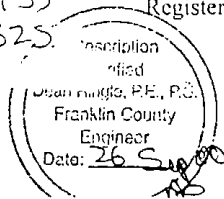
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Balance of
(273)
10325

Matthew A. Kirk 22 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



MAK km/sept00



Attachment 1
Declaration of Covenants for Ballantrae
6. Less: Property not owned-D.Thomas

7.294 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of Parcel 2 of that tract of land conveyed to Shookuh B. Koozekanani by deed of record in Deed Book 3650, Page 765, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0049, at the centerline intersection of Rings Road and Cosgray Road;

thence North 05° 29' 31" West, with the centerline of said Cosgray Road, a distance of 1793.64 feet to a railroad spike found at the northwesterly corner of that tract conveyed to Richard O. Wiseman by deed of record in Official Record 13280E08 at the True Point of Beginning for this description;

thence North 05° 29' 31" West, continuing with said centerline, a distance of 441.24 feet to a mag nail set;

thence crossing said Parcel 2, the following courses and distances:

North 84° 30' 29" East, a distance of 50.00 feet to an iron pin set;

North 39° 30' 29" East, a distance of 49.50 feet to an iron pin set;

North 84° 30' 29" East, a distance of 23.62 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 47° 38' 44", Radius = 865.00 feet) a chord bearing and distance of South 71° 40' 09" East, 698.76 feet to an iron pin set; and

South 47° 50' 47" East, a distance of 269.44 feet to an iron pin set in the northerly line of said Wiseman tract;

thence South 84° 49' 24" West, with said northerly line, a distance of 929.39 feet to the True Point of Beginning, containing 7.294 acres of land, more or less, 0.304 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

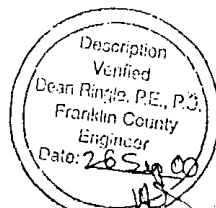
Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

2-110-15
7.294 ACES.
OUT OF
10328
(273)

MAK km/july00

Matthew A. Kirk 22 SEP 00
Matthew A. Kirk
Registered Surveyor No. 7865



Attachment 1
Declaration of Covenants for Ballantrae
7. Less: Property not owned-B.&B.Thomas
11.100 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of Parcel 2 of that tract of land conveyed to Shookuh B. Koozekananai by deed of record in Deed Book 3650, Page 765, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0049, at the centerline intersection of Cosgray Road and Rings Road;

thence North 05° 29' 31" West, with said centerline of Cosgray Road, a distance of 2374.88 feet to a mag nail set at the True Point of Beginning for this description;

thence North 05° 29' 31" West, continuing with said centerline, a distance of 160.00 feet to a mag nail set;

thence crossing said Parcel 2, the following courses and distances:

North 84° 30' 29" East, a distance of 370.00 feet to an iron pin set;

North 74° 34' 54" East, a distance of 203.04 feet to an iron pin set;

North 53° 29' 30" East, a distance of 217.88 feet to an iron pin set;

North 37° 50' 59" East, a distance of 100.00 feet to an iron pin set;

South 39° 23' 06" East, a distance of 320.00 feet to an iron pin set;

South 56° 55' 26" East, a distance of 425.06 feet to an iron pin set;

South 42° 09' 13" West, a distance of 524.16 feet to an iron pin set;

North 47° 50' 47" West, a distance of 221.50 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 47° 38' 44", Radius = 935.00 feet) a chord bearing and distance of North 71° 40' 09" West, 755.31 feet to an iron pin set;

South 84° 30' 29" West, a distance of 23.62 feet to an iron pin set;

North 50° 29' 31" West, a distance of 49.50 feet to an iron pin set; and

Attachment 1

Declaration of Covenants for Ballantrae

7. Less: Property not owned-B.&B.Thomas

11.100 ACRES

-2-

South 84° 30' 29" West, a distance of 50.00 feet to the True Point of Beginning, containing 11.100 acres of land, more or less, 0.110 acre of which falls within the presently occupied right-of-way of Cosgray Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD 83. Control for bearings was from coordinates of F.C.G.S. Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said Monuments.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk

Registered Surveyor No. 7865

MAK:km/sept00

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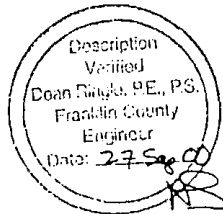
Split

11.100 Acres

out of

10328

(273



20F2

Attachment 1
Declaration of Covenants for Ballantrae
8. Less: Shire Rings Right of Way

3.307 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning at Franklin County Geodetic Survey Monument No. 5536 in the centerline of Shier-Rings Road at the northeasterly corner of the subdivision entitled "Oak-Shier Estates" of record in Plat Book 45, Page 120;

thence North 85° 44' 20" East, with said centerline, a distance of 1107.98 feet to Franklin County Geodetic Survey Monument No. 7752, located at the centerline intersection of Shier-Rings Road and Eiterman Road;

thence North 85° 41' 57" East, continuing with said centerline, a distance of 1773.91 feet to a railroad spike found at the northwesterly corner of that tract conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200001060004762;

thence South 03° 00' 12" East, with the westerly line of said City of Dublin, Ohio tract, a distance of 50.01 feet to an iron pin set;

thence South 85° 41' 57" West, crossing said Edwards Golf Communities, LLC tract, a distance of 1772.80 feet to an iron pin set;

thence South 85° 44' 20" West, continuing across said Edwards Golf Communities, LLC tract, a distance of 1108.12 feet to an iron pin set in the easterly line of said Oak-Shier Estates;

thence North 04° 07' 41" West, with said easterly line, a distance of 50.00 feet to the Point of Beginning, containing 3.307 acres of land, more or less, 1.985 acres of which falls within the presently occupied right-of-way of Shier-Rings Road.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for Bearings was from coordinates of monument numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Matthew A. Kirk 31 MAY 01

Matthew A. Kirk
Registered Surveyor No. 7865



MAK:km/may01

*0-110-F
SPLIT
2.355 AC
00786
(274)
000300
4nd
SP.17
0.952 AC
00786
(274)
000027*

Attachment 1
Declaration of Covenants for Ballantrae
9. Less Property Conveyed to M/I
19.499 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey No. 3453 and being out of that 75.154 acre tract as conveyed to Edwards Golf Communities, LLC of record in Instrument Number 200009290198491, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning at Franklin County Geodetic Survey Monument No. 8851 found in the centerline of Rings Road, said monument marking the southwesterly corner of that tract as conveyed to John P. Fitzsimmons of record in Official Record 7316109, the southeasterly corner of said Edwards Golf Communities, LLC tract;

thence North 84° 54' 53" West, with the centerline of said Rings Road, a distance of 1034.73 to a mag nail set;

thence across said Edwards Golf Communities LLC tract, the following courses:

North 05° 05' 07" East, a distance of 265.00 feet to an iron pin set;

North 84° 54' 53" West, parallel to the centerline of said Rings Road, a distance of 42.77 feet to an iron pin set;

North 05° 46' 18" West, a distance of 555.07 feet to an iron pin set;

North 84° 13' 42" East, a distance of 129.43 feet to an iron pin set;

North 79° 53' 54" East, a distance of 50.00 feet to an iron pin set;

with a curve to the right, having a central angle of 04° 19' 48" and a radius of 250.00 feet, a chord bearing and distance of South 07° 56' 12" East, 18.89 feet to an iron pin set;

South 50° 46' 18" East, a distance of 35.36 feet to an iron pin set;

North 84° 13' 42" East, a distance of 403.96 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 86° 00' 58" and a radius of 250.00 feet, a chord bearing and distance of South 52° 45' 49" East, 341.05 feet to an iron pin set;

North 85° 28' 08" East, a distance of 166.04 feet to an iron pin set in a westerly line of that tract as conveyed to Rockford Homes, Inc. of record in Instrument Number 200008080158120, the easterly line of said Edwards Golf Communities, LLC tract;

thence South 04° 31' 52" East, with said westerly and easterly lines and with the westerly line of said Fitzsimmons tract, a distance of 742.13 feet to the Point of Beginning and containing 19.499 acres of land, more or less, inclusive of the present right-of-way which occupies 0.711 acre.

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

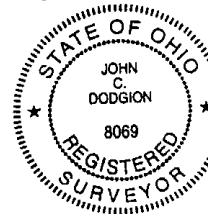
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Nos 5536 and 7752, having a bearing of South 85° 44' 20" East between monuments, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

John C. Dodgion
Registered Surveyor No. 8069

John C. Dodgion
5/11/01



JCD:km/may01

Attachment I
Declaration of Covenants for Ballantrac

10. Portion of Woerner-Temple Road Decded to EGC

0.682 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.682 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning, for reference at Franklin County Geodetic Survey Monument Box Number 4438 in the centerline of Woerner-Temple Road;

thence southwesterly being along the arc of a curve to the right (Delta = $02^{\circ} 52' 18''$, Radius = 272.84 feet) a chord bearing and distance of South $86^{\circ} 36' 19''$ West, 13.67 feet to a mag nail in the easterly line of Virginia Military Survey Number 3453 at the True Point of Beginning for the tract herein intended to be described;

thence South $05^{\circ} 15' 38''$ East, being along said survey line a distance of 30.05 feet to an iron pin found;

thence along the southerly right-of-way line of existing Woerner-Temple Road the following courses (3) and distances:

Northwesterly being along the arc of a curve to the right (Delta = $62^{\circ} 27' 45''$, Radius = 302.84 feet) a chord bearing and distance of North $61^{\circ} 03' 18''$ West, 314.04 feet to an iron pin found at a point of tangency;

North $29^{\circ} 49' 56''$ West, a distance of 60.05 feet to an iron pin found at a point of curvature of a curve to the left; and

Northwesterly being along the arc of said curve (Delta = $24^{\circ} 02' 56''$, Radius = 242.84 feet) a chord bearing and distance of North $41^{\circ} 50' 58''$ West, 101.18 feet to an iron pin set at the northeasterly corner of that 2.512 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North $05^{\circ} 15' 38''$ West, crossing said Woerner-Temple Road, a distance of 74.58 feet to an iron pin set at the northwesterly corner of that 1.670 acre tract as conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198490;

thence along the northerly right-of-way line of existing Woerner-Temple Road, the following courses (3) and distances:

Southeasterly along the arc of a curve to the right (Delta = $33^{\circ} 25' 07''$, Radius = 302.84 feet) a chord bearing and distance of South $46^{\circ} 32' 09''$ East, 174.14 feet to an iron pin found at a point of tangency;

South $29^{\circ} 49' 56''$ East, a distance of 60.06 feet to an iron pin found at a point of curvature of a curve to the left; and

Southeasterly along the arc of said curve (Delta = $61^{\circ} 27' 42''$, Radius = 242.84 feet) a chord bearing and distance of South $60^{\circ} 33' 05''$ East, 248.19 feet to an iron pin found in the easterly line of Virginia Military Survey Number 3453;

thence South 07° 23' 38" East, being along said survey line, a distance of 30.14 feet to the place of beginning, containing 0.682 acre of land, more or less.

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

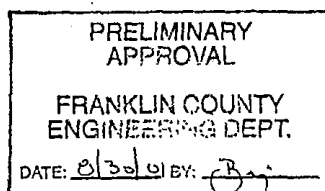
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01



* closure only

Attachment I
Declaration of Covenants for Ballantrae

11. Portion of Woerner-Temple Road Deeded to EGC

0.611 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 0.611 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road, being located North 84° 49' 49" East, a distance of 30.00 feet from Franklin County Geodetic Survey Monument Box Number 2210 at the centerline intersection of Woerner-Temple Road and Cosgray Road;

thence North 05° 01' 55" West, a distance of 30.00 feet to an iron pin found in the northerly right-of-way line of Woerner-Temple Road;

thence North 84° 49' 49" East, being along said northerly right-of-way line, a distance of 390.00 feet to an iron pin found at the southwesterly corner of that 92.263 acres tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 05° 10' 11" East, a distance of 30.00 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence North 84° 49' 49" East, being along said centerline, a distance of 107.35 feet to a mag nail set;

thence South 05° 10' 11" East, a distance of 30.00 feet to an iron pin found in the southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 5.347 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 49' 49" West, being along said southerly right-of-way line, a distance of 497.26 feet to an iron pin found;

thence North 05° 29' 31" West, a distance of 30.00 feet to the place of beginning, containing 0.611 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said monuments.

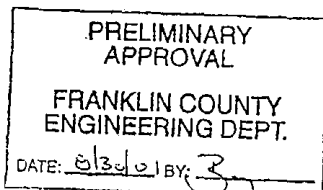
EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill

Registered Surveyor No. 6919

JRH:tn/aug01



Attachment 1
Declaration of Covenants for Ballantrae

12. Portion of Woerner-Temple Road Deeded to EGC
0.218 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.218 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road at the northwesterly corner of that tract of land as conveyed to Kurt C. and Carol G. Proegler by deed of record in Official Record 537113, also being located South 84° 35' 46" West, a distance of 323.85 feet from Franklin County Geodetic Survey Monument Box Number 6630;

thence South 03° 11' 10" East, being along the westerly line of said Proegler tract, a distance of 30.02 feet to an iron pin found in the southerly right-of-way line of said road;

thence South 84° 35' 46" West, being along the southerly right-of-way line of Woerner-Temple Road, a distance of 331.15 feet to an iron pin found at the northeasterly corner of that 13.067 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 09° 01' 20" East, a distance of 30.98 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence North 84° 35' 46" East, with the centerline of said Woerner - Temple Road, a distance of 161.34 feet to a mag nail set;

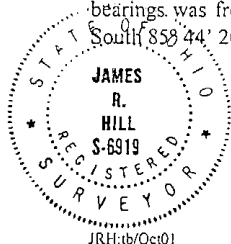
thence South 46° 36' 57" East, a distance of 23.44 feet to a mag nail set on the arc of a curve to the right;

with the arc of said curve (Delta = 09° 45' 16", Radius = 175.00 feet) a chord bearing and distance of North 48° 15' 41" East, 29.76 feet to a mag nail set in the centerline of said Woerner - Temple Road;

thence North 84° 35' 46" East, being along the centerline of said Woerner-Temple Road, a distance of 123.84 feet to the place of beginning, containing 0.218 acre of land, more or less.

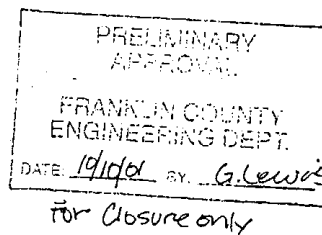
Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill 10-9-01
James R. Hill
Registered Surveyor No. 6919



Attachment 1
Declaration of Covenants for Ballantrac

13. Portion of Woerner-Temple Road Deeded to EGC

0.645 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.645 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road in the westerly line of Virginia Military Survey Number 3453;

thence northeasterly along the centerline of said road on the arc of a curve to the left, (Delta - $02^{\circ} 39' 31''$, Radius = 272.84 feet) a chord bearing and distance of North $85^{\circ} 56' 51''$ East, 12.66 feet to Franklin County Geodetic Survey Monument Box Number 6629 at a point of tangency;

thence North $84^{\circ} 35' 46''$ East, continuing along said centerline, a distance of 487.13 feet to a mag nail set at the southeasterly corner of that 1.118 acre tract as conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198485;

thence North $04^{\circ} 11' 18''$ West, being along the easterly line of said 1.118 acre tract, a distance of 30.01 feet to an iron pin found in the northerly right-of-way line of said Woerner-Temple Road;

thence North $84^{\circ} 35' 46''$ East, being along said northerly right-of-way line, a distance of 220.73 feet to an iron pin found at a southwesterly corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South $05^{\circ} 24' 14''$ East, a distance of 30.00 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence South $84^{\circ} 35' 46''$ West, being along said centerline, a distance of 5.77 feet to a mag nail set;

thence South $05^{\circ} 24' 14''$ East, a distance of 30.00 feet to an iron pin found at the northwesterly corner of that 13.067 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South $84^{\circ} 35' 46''$ West, being along the southerly right-of-way line of Woerner-Temple Road, a distance of 702.73 feet to an iron pin found at a point of curvature of a curve to the right;

thence southwesterly continuing along said right-of-way on the arc of a curve to the right (Delta - $02^{\circ} 33' 21''$, Radius = 302.84 feet) a chord bearing and distance of South $85^{\circ} 53' 46''$ West, 13.51 feet to an iron pin found at the northeasterly corner of that 21.710 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North $03^{\circ} 45' 37''$ West, being along the westerly line of Virginia Military Survey Number 3453, a distance of 30.00 feet to the place of beginning, containing 0.645 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: <u>6/30/01</u> BY: <u>Ring</u>

* closure only

20F2

**Attachment 1
Declaration of Covenants for Ballantrae**

**14. Portion of Woerner-Temple Road Deeded to EGC
1.355 ACRES**

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 1.355 acres of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at Franklin County Geodetic Survey Monument Box Number 6630 in the centerline of Woerner-Temple Road at the northeasterly corner of that tract of land as conveyed to Kurt C. and Carol G. Proegler by deed of record in Official Record 537113;

thence South 84° 35' 46" West, being along the centerline of said road, a distance of 16.28 feet to a mag nail set;

thence North 05° 24' 14" West, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of said road at the southeasterly corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 84° 35' 46" East, being along the northerly right-of-way line of Woerner-Temple Road, a distance of 16.02 feet to an iron pin found;

thence North 84° 07' 14" East, continuing along said northerly right-of-way line, a distance of 1019.97 feet to an iron pin set at the southwesterly corner of that 41.273 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 16° 18' 52" West, crossing Woerner-Temple Road, a distance of 64.80 feet to an iron pin found in the southerly right-of-way line of said road at the northwesterly corner of that 2.512 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 07' 14" West, being along said southerly right-of-way line, a distance of 161.94 feet to an iron pin set at the northeasterly corner of that 23.598 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 51° 08' 29" West, a distance of 6.71 feet to an iron pin set at a point of curvature of a curve to the left;

thence northwesterly along the arc of said curve (Delta = 03° 18' 44", Radius = 865.00 feet) a chord bearing and distance of North 52° 47' 52" West, 50.00 feet to a mag nail set;

thence South 52° 09' 26" West, a distance of 42.16 feet to a mag nail set at a point of curvature to the right;

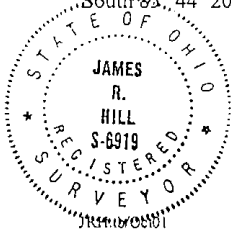
thence with the arc of said curve (Delta = 02° 30' 16", Radius = 512.55 feet) a chord bearing and distance of South 36° 28' 10" West, 22.40 feet to an iron pin set in the southerly right-of-way line of said Woerner-Temple Road;

thence South 84° 07' 14" West, being along said right-of-way line, a distance of 741.97 feet to an iron pin found in the easterly line of said Proegler tract;

thence North 04° 46' 45" West, being along the easterly line of said Proegler tract, a distance of 30.00 feet to the place of beginning, containing 1.355 acres of land, more or less.

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

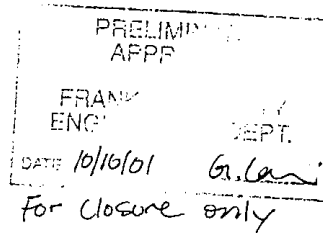
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill 10-9-01

James R. Hill
Registered Surveyor No. 6919



Attachment 1
Declaration of Covenants for Ballantrae

15. Portion of Woerner-Temple Road Deeded to EGC
 0.580 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 0.580 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 21.710 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence northwesterly being along said right-of-way on the arc of a curve to the left (Delta = $23^{\circ} 53' 23''$, Radius = 242.84 feet) a chord bearing and distance of North $83^{\circ} 08' 06''$ West, 100.52 feet to an iron pin found at a point of tangency;

thence South $84^{\circ} 49' 49''$ West, continuing along said northerly right-of-way line, a distance of 301.15 feet to an iron pin found at the northeasterly corner of that 5.347 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North $05^{\circ} 29' 29''$ West, crossing said road, a distance of 60.00 feet to an iron pin found in the northerly right-of-way line of said Woerner-Temple Road at a southeasterly corner of that 92.263 acre tract, as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North $84^{\circ} 49' 49''$ East, being along said northerly right-of-way line, a distance of 301.53 feet to an iron pin found at a point of curvature of a curve to the right;

thence southeasterly, continuing along said northerly right-of-way line on the arc of said curve (Delta = $26^{\circ} 17' 04''$, Radius = 302.84 feet) a chord bearing and distance of South $81^{\circ} 56' 47''$ East, 137.71 feet to an iron pin found;

thence South $30^{\circ} 43' 38''$ West, crossing said road, a distance of 61.05 feet to the place of beginning containing 0.580 acre of land, more or less.

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

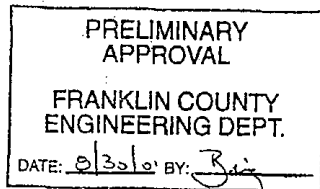
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South $85^{\circ} 44' 20''$ East between said monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill
Registered Surveyor No. 6919

JRH:tm/avg01



* Closure Only

Attachment 1
Declaration of Covenants for Ballantrac

16. Portion of Woerner-Temple Road Deeded to EGC

0.100 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.100 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road, being located North 84° 35' 46" East, a distance of 1089.03 feet from Franklin County Geodetic Survey Monument Box Number 6629;

thence North 09° 01' 20" East, a distance of 26.09 feet to a mag nail set;

thence North 39° 51' 28" East, a distance of 6.73 feet to an iron pin set in the northerly right-of-way line of said road;

thence North 84° 35' 46" East, being along the northerly right-of-way line of said road, a distance of 123.79 feet to an iron pin set;

thence South 46° 36' 57" East, a distance of 39.88 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence South 84° 35' 46" West, being along the centerline of said Woerner-Temple Road, a distance of 161.34 feet to the place of beginning, containing 0.100 acre of land, more or less.

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

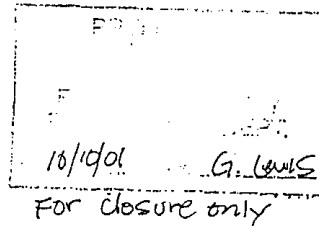
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.



JRH:bjk/oct 01

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill 10-8-01
James R. Hill
Registered Surveyor No. 6919



Attachment 1
Declaration of Covenants for Ballantrae

Land Conveyed to Dublin for Golf Course
(Items 17 - 23, attached)

Instr: 200011210236245 11/21/2000
Pages: 15 Fee: \$66.00 12:40PM
Robert G. Montgomery T20000150805
Franklin County Recorder BAOH10 117

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

EDWARDS GOLF COMMUNITIES, LLC,
an Ohio limited liability company,

of Franklin County, Ohio, for valuable consideration paid, grant(s), with general warranty covenants, to

THE CITY OF DUBLIN, OHIO, an Ohio municipal corporation,

whose tax-mailing address is 5200 Emerald Parkway, Dublin, OH 43017

the following REAL PROPERTY:

Situated in the State of Ohio, County of Franklin and being more fully described on the attached Exhibit "A"

Parcel No.

Subject to the following: The lien of any taxes and assessments not now due and payable; zoning ordinances and regulations; legal highways; and restrictions, conditions, reservations and easements of record.

Prior Instrument Reference: Instrument No. 200009290198679, Franklin County Ohio.

Grantor releases all rights of dower herein.

IN WITNESS WHEREOF, Edwards Golf Communities, LLC, an Ohio limited liability company, by Deborah Rurik Goodwin, its Vice President, this 20th day of November, 2000.

SIGNED AND ACKNOWLEDGED
in the presence of:

EDWARDS GOLF COMMUNITIES, LLC,
an Ohio limited liability company

Richard A. Utz
witness

Deborah Rurik Goodwin
Deborah Rurik Goodwin
Vice President

Gregory J. Baker
witness
Gregory J. Baker

STATE OF OHIO

COUNTY OF FRANKLIN, ss.

BE IT REMEMBERED, That on this 20th day of November, 2000, before me, the subscriber, a Notary Public in and for said county, personally came, Edwards Golf Communities, LLC, an Ohio limited liability company, by Deborah Rurik Goodwin its Vice President, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be her and its voluntary act and deed.

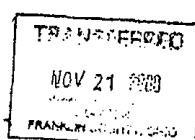
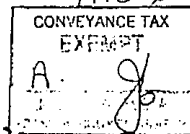
IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



RICHARD A. UTZ
Notary Public, State of Ohio
My Comm. Has No Expiration Date

Richard A. Utz
Notary Public

This instrument was prepared by:
Richard A. Utz
Attorney at Law
155 W. Main Street
Columbus, Ohio 43215



Attachment I
Declaration of Covenants for Ballantrae

17. Land Conveyed to Dublin for Golf Course

21.710 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~228314841~~²²⁸³¹⁴⁸⁴¹ (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 6628, in the centerline of Woerner-Temple Road;

thence South 64° 36' 13" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line and with the arc of a curve to the left (Delta = 67° 25' 55", Radius = 302.84 feet) a chord bearing and distance of South 59° 06' 36" East, 336.20 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 03° 45' 37" East, a distance of 424.47 feet to an iron pin set;

South 09° 22' 43" East, a distance of 546.95 feet to an iron pin set;

South 28° 59' 26" West, a distance of 254.69 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = 09° 27' 21", Radius = 775.00 feet) a chord bearing and distance of South 65° 44' 15" East, 127.76 feet to an iron pin set;

South 27° 15' 25" East, a distance of 34.23 feet to an iron pin set;

South 15° 57' 05" West, a distance of 81.58 feet to an iron pin set to a point of curvature to the right;

with the arc of said curve (Delta = 13° 54' 40", Radius = 325.00 feet) a chord bearing and distance of South 22° 54' 25" West, 78.71 feet to an iron pin set; and

South 60° 08' 14" East, a distance of 50.00 feet to an iron pin set;

thence South 06° 34' 07" East, with a westerly line of that tract conveyed to Ned E. Lare by deed of record in Deed Book 3798, Page 456, a distance of 50.00 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 71° 33' 52" West, a distance of 600.00 feet to an iron pin set;

North 56° 55' 26" West, a distance of 825.00 feet to an iron pin set;

North 39° 23' 06" West, a distance of 320.00 feet to an iron pin set;

1 of 3

21.710 ACRES

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North 37° 50' 59" East, a distance of 120.00 feet to an iron pin set;
North 25° 08' 50" East, a distance of 357.66 feet to an iron pin set;
North 84° 30' 29" East, a distance of 85.00 feet to an iron pin set;
North 05° 29' 31" West, a distance of 150.00 feet to an iron pin set;
North 84° 30' 29" East, a distance of 205.00 feet to an iron pin set;
South 05° 29' 31" East, a distance of 110.00 feet to an iron pin set;
South 15° 24' 31" West, a distance of 533.07 feet to an iron pin set;
South 24° 06' 15" East, a distance of 186.41 feet to an iron pin set;
South 68° 21' 01" East, a distance of 452.43 feet to an iron pin set;
South 53° 16' 46" East, a distance of 211.95 feet to an iron pin set;
North 48° 50' 30" East, a distance of 122.42 feet to an iron pin set on the arc of a curve to the left;
with the arc of said curve (Delta = 02° 47' 46", Radius = 775.00 feet) a chord bearing and distance of South 42° 33' 27" East, 37.82 feet to an iron pin set;
North 46° 02' 40" East, a distance of 178.62 feet to an iron pin set;
North 28° 33' 57" West, a distance of 790.00 feet to an iron pin set;
North 15° 59' 04" East, a distance of 201.02 feet to an iron pin set;
North 00° 13' 07" East, a distance of 100.50 feet to an iron pin set;
North 11° 12' 09" West, a distance of 100.50 feet to an iron pin set;
North 27° 47' 53" West, a distance of 210.77 feet to an iron pin set; and
North 30° 43' 44" East, a distance of 49.64 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;
thence with said southerly right-of-way line and with the arc of a curve to the right (Delta = 46° 00' 28", Radius = 242.84 feet) a chord bearing and distance of South 48° 11' 11" East, 189.80 feet to an iron pin set;

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21.710 ACRES

-3-

thence South 25° 23' 47" East, continuing with said southerly right-of-way line, a distance of 104.17 feet to the True Point of Beginning, containing 21.710 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

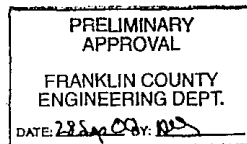
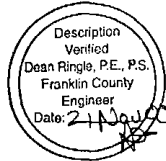
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sept00

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Attachment 1
Declaration of Covenants for Ballantrae

18. Land Conveyed to Dublin for Golf Course

13.067 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~20092114673~~ 20092114673, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6629, in the centerline of Woerner-Temple Road;

thence North 84° 35' 46" East, with said centerline, a distance of 702.73 feet to a point;

South 05° 24' 14" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 35' 46" East, with said northerly right-of-way line, a distance of 378.59 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 09° 01' 20" West, a distance of 97.25 feet to an iron pin set;

South 00° 58' 32" East, a distance of 260.00 feet to an iron pin set;

South 02° 55' 30" West, a distance of 220.00 feet to an iron pin set;

South 23° 26' 34" East, a distance of 110.00 feet to an iron pin set;

South 58° 37' 34" East, a distance of 110.00 feet to an iron pin set;

North 89° 01' 28" East, a distance of 105.00 feet to an iron pin set;

North 63° 40' 42" East, a distance of 105.00 feet to an iron pin set;

South 17° 25' 25" East, a distance of 130.00 feet to an iron pin set;

South 48° 42' 14" East, a distance of 45.00 feet to an iron pin set;

South 73° 19' 05" East, a distance of 200.00 feet to an iron pin set;

North 65° 15' 24" East, a distance of 140.00 feet to an iron pin set;

South 03° 19' 41" West, a distance of 203.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 00° 33' 45", Radius = 1935.00 feet) a chord bearing and distance of South 03° 02' 48" West, 19.00 feet to an iron pin set;

South 84° 49' 24" West, a distance of 940.00 feet to an iron pin set;

13.067 ACRES

-2-

North 09° 32' 28" West, a distance of 665.50 feet to an iron pin set;

North 03° 45' 37" West, a distance of 400.00 feet to an iron pin set; and

North 02° 34' 47" East, a distance of 53.90 feet to the True Point of Beginning, containing 13.067 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

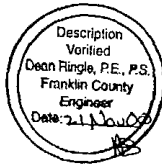
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PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

DATE: 22 Sep 00 BY: *AF*

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Attachment 1
Declaration of Covenants for Ballantrac

19. Land Conveyed to Dublin for Golf Course

2.512 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~2006-146156-11~~ 2006-146156-11, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South 05° 52' 46" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line, and with the arc of a curve to the right (Delta = 42° 00' 11", Radius = 242.84 feet) a chord bearing and distance of South 74° 52' 32" East, 174.06 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 15' 38" East, a distance of 209.84 feet to an iron pin set;

South 39° 57' 16" West, a distance of 49.68 feet to an iron pin set;

South 85° 10' 09" West, a distance of 14.06 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 43° 41' 22", Radius = 465.00 feet) a chord bearing and distance of North 72° 59' 10" West, 346.05 feet to an iron pin set;

North 51° 08' 29" West, a distance of 181.66 feet to an iron pin set; and

North 16° 18' 52" East, a distance of 47.62 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 319.30 feet to the True Point of Beginning, containing 2.512 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



*City of Dublin
No plat required
Barbara M. Clark 11/21/00
Planning Director*

Attachment 1
Declaration of Covenants for Ballantrae

20. Land Conveyed to Dublin for Golf Course

92.263 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~200009249~~ 11171, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 420.08 feet to a point;

thence North 05° 10' 11" West, leaving said centerline, a distance of 30.00 feet to an iron pin set at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 05° 01' 56" West, a distance of 1189.58 feet to an iron pin set;

North 18° 17' 34" East, a distance of 166.17 feet to an iron pin set;

North 40° 11' 44" East, a distance of 164.93 feet to an iron pin set;

North 64° 04' 01" East, a distance of 164.88 feet to an iron pin set;

North 84° 45' 03" East, a distance of 91.60 feet to an iron pin set;

South 05° 14' 57" East, a distance of 107.25 feet to an iron pin set;

South 19° 36' 38" East, a distance of 380.00 feet to an iron pin set;

South 38° 31' 19" East, a distance of 140.09 feet to an iron pin set;

South 73° 20' 47" East, a distance of 170.00 feet to an iron pin set;

North 71° 34' 12" East, a distance of 139.19 feet to an iron pin set;

North 51° 28' 10" East, a distance of 550.00 feet to an iron pin set;

North 28° 07' 43" East, a distance of 110.60 feet to an iron pin set;

South 65° 30' 15" East, a distance of 161.25 feet to an iron pin set;

North 84° 45' 03" East, a distance of 280.00 feet to an iron pin set;

South 05° 14' 57" East, a distance of 185.00 feet to an iron pin set;

South 35° 37' 14" East, a distance of 170.00 feet to an iron pin set;

South 59° 47' 16" East, a distance of 150.00 feet to an iron pin set;

South 83° 46' 13" East, a distance of 145.00 feet to an iron pin set;

92.263 ACRES

-2-

North 72° 31' 09" East, a distance of 185.00 feet to an iron pin set;

North 40° 43' 05" East, a distance of 235.00 feet to an iron pin set;

North 70° 42' 53" East, a distance of 123.69 feet to an iron pin set;

North 30° 30' 17" East, a distance of 154.03 feet to an iron pin set;

North 05° 14' 57" West, a distance of 180.00 feet to an iron pin set;

North 22° 29' 26" West, a distance of 151.82 feet to an iron pin set;

North 69° 20' 02" East, a distance of 175.00 feet to an iron pin set;

North 27° 52' 12" East, a distance of 180.00 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = 13° 14' 07", Radius = 1535.00 feet) a chord bearing and distance of South 24° 48' 29" East, 353.80 feet to an iron pin set;

South 31° 25' 32" East, a distance of 788.60 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 26° 39' 34", Radius = 1165.00 feet) a chord bearing and distance of South 18° 05' 45" East, 537.19 feet to an iron pin set;

South 04° 45' 58" East, a distance of 510.00 feet to an iron pin set; and

South 40° 14' 02" West, a distance of 23.95 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 1012.70 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 03° 45' 37" West, a distance of 241.29 feet to an iron pin set;

North 58° 30' 52" West, a distance of 89.27 feet to an iron pin set;

South 84° 35' 46" West, a distance of 150.00 feet to an iron pin found;

North 04° 11' 18" West, a distance of 97.10 feet to an iron pin set;

South 85° 01' 58" West, a distance of 496.54 feet to an iron pin set; and

South 03° 45' 37" East, a distance of 395.52 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence with said northerly right-of-way line, the following courses and distances:

with the arc of a curve to the right (Delta = 67° 12' 05", Radius = 242.84 feet) a chord bearing and distance of North 58° 59' 41" West, 268.78 feet to an iron pin set;

92.263 ACRES

-3-

North 25° 23' 47" West, a distance of 104.06 feet to an iron pin set at a point of curvature to the left; and
with the arc of said curve (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of North
47° 00' 14" West, 224.93 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract the following courses and distances:

North 30° 43' 44" East, a distance of 439.30 feet to an iron pin set;

North 05° 43' 01" West, a distance of 280.00 feet to an iron pin set;

North 43° 29' 02" West, a distance of 190.00 feet to an iron pin set;

North 74° 51' 00" West, a distance of 180.00 feet to an iron pin set;

South 69° 52' 44" West, a distance of 180.00 feet to an iron pin set;

South 32° 34' 51" West, a distance of 380.00 feet to an iron pin set; and

South 05° 29' 31" East, a distance of 469.03 feet to an iron pin set in the northerly right-of-way line of
Woerner-Temple Road;

thence South 84° 49' 49" West, with said northerly right-of-way line, a distance of 964.78 feet to the True
Point of Beginning, containing 92.263 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control
for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East,
between said monuments, established by the Franklin County Engineering Department.

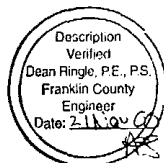
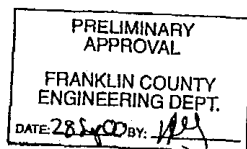
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 2758900

Matthew A. Kirk
Registered Surveyor No. 7865

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Attachment I
Declaration of Covenants for Ballantrae

21. Land Conveyed to Dublin for Golf Course

23.598 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 2009-112-11-11, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South 84° 07' 14" West, with said centerline, a distance of 481.23 feet to a point;

thence South 05° 52' 46" East, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of said Woerner-Temple Road at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 51° 08' 29" East, a distance of 314.94 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 43° 41' 22", Radius = 535.00 feet) a chord bearing and distance of South 72° 59' 10" East, a distance of 398.14 feet to an iron pin set;

North 85° 10' 09" East, a distance of 15.11 feet to an iron pin set;

South 50° 02' 44" East, a distance of 49.31 feet to an iron pin set;

South 05° 15' 38" East, a distance of 938.64 feet to an iron pin set;

South 22° 23' 26" West, a distance of 177.01 feet to an iron pin set;

South 43° 56' 42" West, a distance of 174.70 feet to an iron pin set;

South 68° 32' 52" West, a distance of 174.70 feet to an iron pin set;

North 86° 50' 58" West, a distance of 174.70 feet to an iron pin set;

North 62° 44' 12" West, a distance of 175.04 feet to an iron pin set;

North 45° 00' 00" West, a distance of 318.63 feet to an iron pin set;

North 61° 36' 50" West, a distance of 122.97 feet to an iron pin set;

North 68° 45' 54" West, a distance of 122.14 feet to an iron pin set;

North 77° 48' 56" West, a distance of 122.43 feet to an iron pin set;

South 89° 08' 22" West, a distance of 234.98 feet to an iron pin set;

23.598 ACRES

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North 03° 19' 41" East, a distance of 228.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta 03° 43' 16", Radius = 1925.00 feet) a chord bearing and distance of North 01° 28' 03" East, 125.00 feet to an iron pin set;

North 85° 14' 02" East, a distance of 505.00 feet to an iron pin set;

South 47° 11' 42" East, a distance of 307.26 feet to an iron pin set;

South 34° 29' 19" East, a distance of 481.27 feet to an iron pin set;

North 27° 00' 54" East, a distance of 225.00 feet to an iron pin set;

North 08° 21' 28" West, a distance of 465.00 feet to an iron pin set;

North 34° 15' 58" West, a distance of 790.00 feet to an iron pin set;

North 02° 03' 32" East, a distance of 75.00 feet to an iron pin set; and

North 52° 09' 26" East, a distance of 6.55 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 103.60 feet to the True Point of Beginning, containing 23.598 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

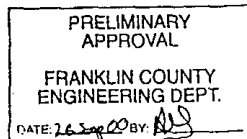
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAX:km/sept00

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Attachment J
Declaration of Covenants for Ballantrac

22. Land Conveyed to Dublin for Golf Course

5.347 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~2005-1141111~~ ²⁰⁰⁵⁻¹¹⁴¹¹¹¹, (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210 at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 527.43 feet to a point;

thence South 05° 10' 11" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 49' 49" East, with said northerly right-of-way line, a distance of 857.76 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 29' 31" East, a distance of 190.97 feet to an iron pin set;

South 84° 30' 29" West, a distance of 90.00 feet to an iron pin set;

South 05° 29' 31" East, a distance of 150.00 feet to an iron pin set;

South 84° 30' 29" West, a distance of 560.00 feet to an iron pin set;

North 19° 10' 25" West, a distance of 135.00 feet to an iron pin set;

North 32° 34' 15" West, a distance of 130.00 feet to an iron pin set;

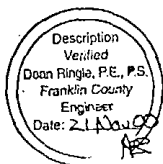
North 53° 35' 35" West, a distance of 135.00 feet to an iron pin set; and

North 67° 07' 46" West, a distance of 18.36 feet to the True Point of Beginning, containing 5.347 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

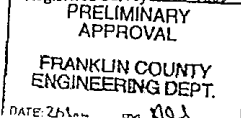
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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



Attachment 1
Declaration of Covenants for Ballantrac

23. Land Conveyed to Dublin for Golf Course

41.273 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~200601360193113~~ 200601360193113, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence North 05° 52' 46" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road for this description;

thence South 84° 07' 14" West, with said northerly right of way line, a distance of 294.82 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 16° 18' 52" East, a distance of 132.58 feet to an iron pin set;

North 03° 47' 43" East, a distance of 570.00 feet to an iron pin set;

North 43° 22' 12" West, a distance of 120.00 feet to an iron pin set;

North 70° 10' 12" West, a distance of 105.00 feet to an iron pin set;

South 79° 14' 40" West, a distance of 110.00 feet to an iron pin set;

South 56° 14' 32" West, a distance of 570.00 feet to an iron pin set;

South 21° 23' 44" West, a distance of 320.00 feet to an iron pin set;

South 85° 14' 02" West, a distance of 127.00 feet to an iron pin set;

North 49° 45' 58" West, a distance of 49.50 feet to an iron pin set;

North 04° 45' 58" West, a distance of 222.08 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 26° 39' 34", Radius = 1235.80 feet) a chord bearing and distance of North 18° 05' 45" West, 569.47 feet to an iron pin set;

North 01° 38' 14" East, a distance of 260.00 feet to an iron pin set;

North 19° 41' 55" East, a distance of 481.79 feet to an iron pin set;

North 04° 18' 03" West, a distance of 280.00 feet to an iron pin set;

South 88° 04' 19" West, a distance of 476.64 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 159° 54' 00", Radius = 75.00 feet) a chord bearing and distance of North 11° 58' 41" West, 147.70 feet to an iron pin set;

North 67° 58' 19" East, a distance of 750.47 feet to an iron pin set;

North 04° 18' 03" West, a distance of 265.00 feet to an iron pin set;

South 85° 41' 57" West, a distance of 160.00 feet to an iron pin set;

41.273 ACRES

-2-

North 04° 18' 03" West, a distance of 160.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 671.13 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 285.00 feet to an iron pin set;
 South 85° 41' 57" West, a distance of 270.00 feet to an iron pin set;
 South 52° 20' 08" West, a distance of 170.00 feet to an iron pin set;
 South 15° 45' 27" West, a distance of 140.00 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 600.00 feet to an iron pin set;
 South 09° 29' 55" West, a distance of 585.00 feet to an iron pin set;
 South 43° 39' 00" East, a distance of 195.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 140.00 feet to an iron pin set;
 North 52° 07' 15" East, a distance of 720.00 feet to an iron pin set;
 South 72° 59' 01" East, a distance of 235.00 feet to an iron pin set;
 South 37° 32' 35" East, a distance of 155.00 feet to an iron pin set;
 South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set; and
 South 15° 15' 38" East, a distance of 1155.58 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road on the arc of a curve to the left;
 thence with said northerly right-of-way line and with the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of North 79° 33' 40", 170.16 feet to the True Point of Beginning, containing 41.273 acres of land, more or less.

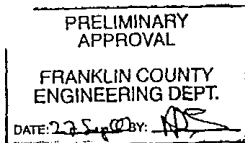
Subject, however, to all legal rights of ways and/or easements, if any, of previous record.

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



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(273)
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2 of 2

Attachment 1
Declaration of Covenants for Ballantrae

23A. Less Roadway Conveyed to Dublin

12.607 ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN, VIRGINIA MILITARY SURVEY NUMBER 3453, BEING COMPRISED OF A PART OF EACH OF THOSE TRACTS OF LAND CONVEYED TO EDWARDS GOLF COMMUNITIES, LLC BY DEEDS OF RECORD IN INSTRUMENT NUMBERS 200009290198511, 200009290198514, 200009290198490, 200009290198492 AND _____, 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 FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 7752, LOCATED AT THE CENTERLINE INTERSECTION OF ETERMAN ROAD AND SHIER RINGS ROAD;

THENCE SOUTH 04° 16' 52" EAST, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SHIER RINGS ROAD AT THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 85° 41' 57" EAST, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 70.08 FEET TO AN IRON PIN SET;

THENCE CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 40° 40' 36" WEST, A DISTANCE OF 49.52 FEET TO AN IRON PIN SET;

SOUTH 04° 20' 45" EAST, A DISTANCE OF 394.68 FEET TO AN IRON PIN SET OF CURVATURE TO THE LEFT;

WITH THE ARC OF SAID CURVE (DELTA = 27° 04' 47", RADIUS = 1465.00 FEET) A CHORD BEARING AND DISTANCE OF SOUTH 17° 53' 09" EAST, 685.98 FEET TO AN IRON PIN SET; AND

SOUTH 31° 25' 32" EAST, A DISTANCE OF 788.60 FEET TO AN IRON PIN SET AT A CORNER OF THAT 41.273 ACRE TRACT CONVEYED TO THE CITY OF DUBLIN, OHIO BY DEED OF RECORD IN INSTRUMENT NUMBER 200011210236365;

THENCE WITH THE BOUNDARY OF SAID 41.273 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

WITH THE ARC OF A CURVE TO THE RIGHT (DELTA = 26° 39' 34", RADIUS = 1235.00 FEET) A CHORD BEARING AND DISTANCE OF SOUTH 18° 05' 45" EAST, 569.47 FEET TO AN IRON PIN SET;

SOUTH 04° 45' 58" EAST, A DISTANCE OF 222.08 FEET TO AN IRON PIN SET;

SOUTH 49° 45' 58" EAST, A DISTANCE OF 49.50 FEET TO AN IRON PIN SET; AND

NORTH 85° 14' 02" EAST, A DISTANCE OF 127.00 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE RIGHT;

THENCE CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS AND WITH THE ARC OF A CURVE TO THE RIGHT (DELTA = 43° 37' 29", RADIUS = 938.00 FEET) A CHORD BEARING AND DISTANCE OF SOUTH 72° 57' 14", 694.83 FEET TO AN IRON PIN SET;

THENCE SOUTH 51° 08' 29" EAST, PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS AND PARTIALLY WITH THE BOUNDARY OF SAID 41.273 ACRE TRACT, A DISTANCE OF 321.66 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE LEFT;

THENCE WITH THE BOUNDARY OF SAID 41.273 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES

WITH THE ARC OF SAID CURVE (DELTA = 43° 40' 10", RADIUS = 465.00 FEET) A CHORD BEARING AND DISTANCE OF SOUTH 72° 58' 34" EAST, 345.90 FEET TO AN IRON PIN SET;

Attachment 1

Declaration of Covenants for Ballantrae

23 A. Less Roadway Conveyed to Dublin
12.607 ACRES
PAGE 2

NORTH 85° 11' 23" EAST, A DISTANCE OF 4.29 FEET TO AN IRON PIN SET;

NORTH 39° 57' 15" EAST, A DISTANCE OF 49.58 FEET TO AN IRON PIN SET; AND

NORTH 05° 15' 38" WEST, A DISTANCE OF 128.42 FEET TO AN IRON PIN SET;

THENCE NORTH 84° 44' 22" EAST, CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, A DISTANCE OF 347.52 FEET TO AN IRON PIN SET IN THE WESTERLY LINE OF THAT TRACT CONVEYED TO ANACLETO GALLI BY DEED OF RECORD IN INSTRUMENT NUMBER 200002220035230;

THENCE SOUTH 07° 23' 38" EAST, WITH SAID WESTERLY LINE, A DISTANCE OF 201.07 FEET TO A MAG NAIL SET IN THE CENTERLINE OF WOERNER TEMPLE ROAD;

THENCE SOUTH 05° 15' 38" EAST, WITH THE WESTERLY LINE OF THAT TRACT CONVEYED TO EDWARD W. BURT BY DEED OF RECORD IN OFFICIAL RECORD 3084020, A DISTANCE OF 199.07 FEET TO AN IRON PIN SET;

THENCE SOUTH 84° 44' 22" WEST, CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, A DISTANCE OF 355.00 FEET TO AN IRON PIN SET IN AN EASTERLY LINE OF THAT 23.598 ACRE TRACT CONVEYED TO THE CITY OF DUBLIN, OHIO BY DEED OF RECORD IN INSTRUMENT NUMBER 200011210236365;

THENCE WITH THE BOUNDARY OF SAID 23.598 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 05° 15' 38" WEST, A DISTANCE OF 131.57 FEET TO AN IRON PIN SET;

NORTH 50° 02' 45" WEST, A DISTANCE OF 49.41 FEET TO AN IRON PIN SET;

SOUTH 85° 11' 23" WEST, A DISTANCE OF 5.22 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE RIGHT;

WITH THE ARC OF SAID CURVE (DELTA = 43° 40' 10", RADIUS = 535.00 FEET) A CHORD BEARING AND DISTANCE OF NORTH 72° 58' 34" WEST, 397.97 FEET TO AN IRON PIN SET; AND

NORTH 51° 08' 29" WEST, A DISTANCE OF 321.66 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE LEFT;

THENCE PARTIALLY WITH THE BOUNDARY OF SAID 23.598 ACRE TRACT, PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS AND WITH THE ARC OF SAID CURVE (DELTA = 43° 37' 29", RADIUS = 865.00 FEET) A CHORD BEARING AND DISTANCE OF NORTH 72° 57' 14" WEST, 642.82 FEET TO AN IRON PIN SET;

THENCE CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS THE FOLLOWING COURSES AND DISTANCES:

SOUTH 85° 14' 02" WEST, A DISTANCE OF 127.00 FEET TO AN IRON PIN SET;

SOUTH 40° 14' 02" WEST, A DISTANCE OF 49.50 FEET TO AN IRON PIN SET; AND

SOUTH 04° 45' 58" EAST, A DISTANCE OF 839.94 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE RIGHT;

THENCE PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, PARTIALLY WITH THE BOUNDARY OF SAID 23.598 ACRE TRACT AND WITH THE ARC OF SAID CURVE (DELTA = 08° 05' 39", RADIUS = 1925.00 FEET) A CHORD BEARING AND DISTANCE OF SOUTH 00° 43' 08" EAST, 271.72 FEET TO AN IRON PIN SET;

THENCE SOUTH 03° 19' 40" WEST, WITH THE BOUNDARY OF SAID 23.598 ACRE TRACT, A DISTANCE OF 228.37 FEET TO AN IRON PIN SET;

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Attachment 1

Declaration of Covenants for Ballantrae

12.607 ACRES 23A. Less Roadway Conveyed to Dublin
PAGE 3

THENCE NORTH 85° 40' 19" WEST, CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, A DISTANCE OF 70.00 FEET TO AN IRON PIN SET IN AN EASTERLY LINE OF THAT 13.067 ACRE TRACT CONVEYED TO THE CITY OF DUBLIN, OHIO BY DEED OF RECORD IN INSTRUMENT NUMBER 200011210236365;

THENCE NORTH 03° 19' 40" EAST, PARTIALLY WITH SAID EASTERLY LINE AND PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, A DISTANCE OF 228.37 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE LEFT;

THENCE CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS THE FOLLOWING COURSES AND DISTANCES:

WITH THE ARC OF SAID CURVE (DELTA = 08° 05' 39", RADIUS OF 1855.00 FEET) A CHORD BEARING AND DISTANCE OF NORTH 00° 43' 08" WEST, 261.84 FEET TO AN IRON PIN SET;

NORTH 04° 45' 58" WEST, A DISTANCE OF 93.71 FEET TO AN IRON PIN SET; AND

SOUTH 85° 14' 02" WEST, A DISTANCE OF 0.19 FEET TO AN IRON PIN FOUND AT THE SOUTHEASTERLY CORNER OF THAT TRACT CONVEYED TO KURT C. AND CAROL G. PROEGLER BY DEED OF RECORD IN OFFICIAL RECORD 5371113;

THENCE NORTH 04° 46' 44" EAST, WITH THE EASTERLY LINE OF SAID PROEGLER TRACT, A DISTANCE OF 551.55 FEET TO FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 6630, THE NORTHEASTERLY CORNER OF SAID PROEGLER TRACT;

THENCE NORTH 85° 14' 02" EAST, CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, A DISTANCE OF 0.32 FEET TO AN IRON PIN SET;

THENCE NORTH 04° 45' 58" WEST, PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS AND PARTIALLY WITH THE BOUNDARY OF THAT 92.263 ACRE TRACT CONVEYED TO THE CITY OF DUBLIN, OHIO BY DEED OF RECORD IN INSTRUMENT NUMBER 200011210236365, A DISTANCE OF 556.76 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE LEFT;

THENCE WITH THE BOUNDARY OF SAID 92.263 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

WITH THE ARC OF SAID CURVE (DELTA = 26° 39' 34", RADIUS = 1165.00 FEET) A CHORD BEARING AND DISTANCE OF NORTH 18° 05' 45" WEST, 537.19 FEET TO AN IRON PIN SET; AND

NORTH 31° 25' 32" WEST, A DISTANCE OF 788.60 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE TO THE RIGHT;

THENCE PARTIALLY WITH THE BOUNDARY OF SAID 92.263 ACRE TRACT, PARTIALLY CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS AND WITH THE ARC OF SAID CURVE (DELTA = 27° 04' 47", RADIUS = 1535.00 FEET) A CHORD BEARING AND DISTANCE OF NORTH 17° 53' 09" WEST, 718.75 FEET TO AN IRON PIN SET;

THENCE CROSSING SAID EDWARDS GOLF COMMUNITIES, LLC TRACTS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 04° 20' 45" WEST, A DISTANCE OF 394.84 FEET TO AN IRON PIN SET; AND

NORTH 49° 18' 13" WEST, A DISTANCE OF 49.46 FEET TO AN IRON PIN SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SHIER RINGS ROAD;

THENCE NORTH 85° 44' 20" EAST, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.82 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 12.607 ACRES OF LAND, MORE OR LESS.

SUBJECT, HOWEVER, TO ALL LEGAL RIGHTS-OF-WAYS AND/OR EASEMENTS, IF ANY, OF PREVIOUS RECORD.

Attachment 1

Declaration of Covenants for Ballantrae

12.607 ACRES 23A. Less Roadway Conveyed to Dublin
PAGE 4

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM AS PER NAD83. CONTROL FOR BEARINGS WAS FROM COORDINATES OF FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBERS 5536 AND 7752, HAVING A BEARING OF SOUTH 85° 44' 20" EAST BETWEEN SAID MONUMENTS, ESTABLISHED BY THE FRANKLIN COUNTY ENGINEERING DEPARTMENT.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Matthew A. Kirk 15 Oct 01

MATTHEW A. KIRK
REGISTERED SURVEYOR NO. 7865

MAK:bjw/oct 01



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Attachment 1
Declaration of Covenants for Ballantrae

24. Less: Property Conveyed to Golf Course

0.609 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (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 Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 339.61 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 50.00 feet to an iron pin set at a northwesterly corner of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, in the southerly right-of-way line of said Shier Rings Road, the True Point of Beginning for this description;

thence South 04° 18' 03" East, with a westerly line of said City of Dublin, Ohio tract, a distance of 160.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

South 85° 41' 57" West, a distance of 164.37 feet to an iron pin set; and

North 05° 13' 16" West, a distance of 160.02 feet to an iron pin set in said southerly right-of-way line;

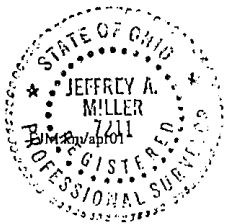
thence North 85° 41' 55" East, with said southerly right-of-way line a distance of 166.94 feet to the True Point of Beginning, containing 0.609 acre of land, more or less.

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 the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 4-11-01
Jeffrey A. Miller
Registered Surveyor No. 7211

Attachment 1
Declaration of Covenants for Ballantrae

25. Less: Property Conveyed to Golf Course

0.323 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (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 Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 234.05 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 559.27 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 67° 58' 19" West, a distance of 473.70 feet to an iron pin set at a point of curvature to the left;

Southwesterly with the arc of said curve (Delta = 58° 56' 53", Radius = 75.00 feet) a chord bearing and distance of South 38° 29' 52" West, 73.80 feet to an iron pin set;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 09° 01' 26" East, a distance of 104.64 feet to an iron pin set; and

North 74° 15' 36" East, a distance of 486.90 feet to the True Point of Beginning, containing 0.323 acre 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 the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller
Jeffrey A. Miller
Registered Surveyor No. 7211

Attachment 1
Declaration of Covenants for Ballantrae

26. Less: Property Conveyed to Golf Course

0.856 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (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 Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 280.31 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1073.37 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 04° 18' 03" East, a distance of 67.51 feet to an iron pin set at a corner thereof;

South 19° 41' 55" West, a distance of 481.79 feet to an iron pin set at a corner thereof; and

South 01° 38' 14" West, a distance of 260.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 31° 25' 32" West, a distance of 289.65 feet to an iron pin set;

North 84° 27' 52" East, a distance of 120.45 feet to an iron pin set; and

North 20° 34' 11" East, a distance of 557.57 feet to the True Point of Beginning, containing 0.856 acre 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 the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 4-11-01
Jeffrey A. Miller
Registered Surveyor No. 7211

Attachment 1
Declaration of Covenants for Ballantrac

27. Plus: Property Conveyed from Golf Course to EGC

0.006 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453 and being out of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (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 Franklin County Geodetic Survey Monument No. 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 1351.91 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 2972.22 feet to an iron pin set at a corner of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence North 52° 09' 26" East, with an easterly line of said Edwards Golf Communities, LLC, tract a distance of 37.84 feet to an iron pin set;

thence southwesterly across City of Dublin, Ohio tract, with the arc of a curve to the right (Delta = 05° 31' 55", Radius = 512.55 feet) a chord bearing and distance of South 37° 58' 06" West, 49.47 feet to an iron pin set in an easterly line of said Edwards Golf Communities, LLC tract;

thence North 02° 00' 49" East, with said easterly line, a distance of 15.80 feet to the True Point of Beginning, containing 0.006 acre of land, more or less.

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

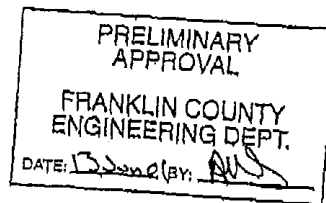
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



Attachment 1
Declaration of Covenants for Ballantrae

28. Plus: Property Conveyed from Golf Course to EGC

0.255 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (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 Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2065.78 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 3325.85 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

North 85° 09' 04" East, a distance of 10.07 feet to an iron pin set at a corner thereof;

South 50° 02' 44" East, a distance of 49.31 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 938.64 feet to an iron pin set at a corner thereof;

South 22° 23' 27" West, a distance of 177.01 feet to an iron pin set at a corner thereof;

South 43° 56' 42" West, a distance of 174.71 feet to an iron pin set at a corner thereof; and

South 68° 32' 56" West, a distance of 2.73 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 43° 36' 23" East, a distance of 172.69 feet to an iron pin set;

North 20° 50' 29" East, a distance of 174.96 feet to an iron pin set;

North 05° 15' 38" West, a distance of 939.63 feet to an iron pin set; and

North 50° 02' 44" West, a distance of 49.41 feet to the True Point of Beginning, containing 0.255 acre of land, more or less.

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

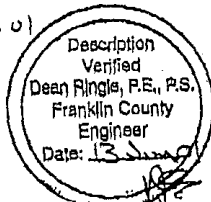
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-C+E
Split
0.255 Acres
out of the
Combination of
(274)
294
+
339

Attachment 1
Declaration of Covenants for Ballantrae

29. Plus: Property Conveyed from Golf Course to EGC

0.352 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (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 Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2073.92 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1695.75 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 37° 32' 35" East, a distance of 6.49 feet to an iron pin set at a corner thereof;

South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 1440.00 feet to an iron pin set at a corner thereof;

South 39° 57' 16" West, a distance of 49.68 feet to an iron pin set at a corner thereof; and

South 85° 10' 09" West, a distance of 9.93 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 39° 57' 16" East, a distance of 49.57 feet to an iron pin set; and

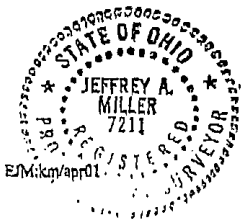
North 05° 15' 38" West, a distance of 1530.23 feet to the True Point of Beginning, containing 0.352 acre of land, more or less.

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

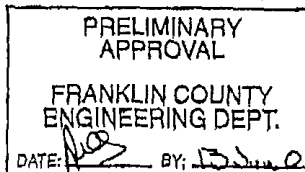
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller
Registered Surveyor No. 7211



Attachment I
Declaration of Covenants for Ballantrae

30. Plus: Property Conveyed from Golf Course to EGC

0.093 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6630 in the centerline of Woerner-Temple Road;

thence South 84° 35' 46" West, with said centerline a distance of 512.92 feet to a point;

thence North 05° 24' 14" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 123.79 feet to an iron pin set;

thence North 39° 51' 28" East, crossing said City of Dublin, Ohio tract, a distance of 93.30 feet to an iron pin set;

thence South 46° 36' 57" East, continuing across said City of Dublin, Ohio tract, a distance of 87.30 feet to the True Point of Beginning, containing 0.093 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

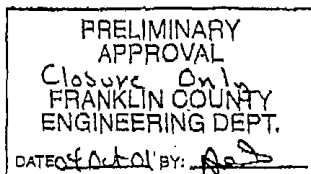
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Registered Surveyor No. 7865



MAK:bjk/oct 01



**ATTACHMENT 2
DECLARATION OF COVENANTS**

M/I's Property

19.499 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey No. 3453 and being out of that 75.154 acre tract as conveyed to Edwards Golf Communities, LLC of record in Instrument Number 200009290198491, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning at Franklin County Geodetic Survey Monument No. 8851 found in the centerline of Rings Road, said monument marking the southwesterly corner of that tract as conveyed to John P. Fitzsimmons of record in Official Record 7316109, the southeasterly corner of said Edwards Golf Communities, LLC tract;

thence North 84° 54' 53" West, with the centerline of said Rings Road, a distance of 1034.73 to a mag nail set;

thence across said Edwards Golf Communities LLC tract, the following courses:

North 05° 05' 07" East, a distance of 265.00 feet to an iron pin set;

North 84° 54' 53" West, parallel to the centerline of said Rings Road, a distance of 42.77 feet to an iron pin set;

North 05° 46' 18" West, a distance of 555.07 feet to an iron pin set;

North 84° 13' 42" East, a distance of 129.43 feet to an iron pin set;

North 79° 53' 54" East, a distance of 50.00 feet to an iron pin set;

with a curve to the right, having a central angle of 04° 19' 48" and a radius of 250.00 feet, a chord bearing and distance of South 07° 56' 12" East, 18.89 feet to an iron pin set;

South 50° 46' 18" East, a distance of 35.36 feet to an iron pin set;

North 84° 13' 42" East, a distance of 403.96 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 86° 00' 58" and a radius of 250.00 feet, a chord bearing and distance of South 52° 45' 49" East, 341.05 feet to an iron pin set;

North 85° 28' 08" East, a distance of 166.04 feet to an iron pin set in a westerly line of that tract as conveyed to Rockford Homes, Inc. of record in Instrument Number 200008080158120, the easterly line of said Edwards Golf Communities, LLC tract;

thence South 04° 31' 52" East, with said westerly and easterly lines and with the westerly line of said Fitzsimmons tract, a distance of 742.13 feet to the Point of Beginning and containing 19.499 acres of land, more or less, inclusive of the present right-of-way which occupies 0.711 acre.

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 the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Nos 5536 and 7752, having a bearing of South 85° 44' 20" East between monuments, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

John C. Dodgion
Registered Surveyor No. 8069

John C. Dodgion
5/11/01

