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Franklin County Recorder

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, RESTRICTIONS AND AGREEMENTS
FOR
THE HAYDEN RUN COMMUNITY DEVELOPMENT AUTHORITY
IN THE
CITY OF COLUMBUS, OHIO**

CONVEYANCE TAX
EXEMPT
[Signature]
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY

SEP 07 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS
FOR THE HAYDEN RUN COMMUNITY DEVELOPMENT AUTHORITY IN THE CITY
OF COLUMBUS, OHIO**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR THE HAYDEN RUN COMMUNITY DEVELOPMENT AUTHORITY is made on this ___ day of _____, 2007, by Dominion Homes, Inc., an Ohio corporation, M/I Homes of Central Ohio, LLC, an Ohio limited liability company, The Falls at Hayden Run, Ltd., an Ohio limited liability company, West Leppert Investments, LLC, an Ohio limited liability company, Hayden Run Commercial Developers, LLC, an Ohio limited liability company, and Hayden's Reserve, L.P., an Ohio limited partnership (each, individually, an "Initial Private Developer" and collectively, the "Initial Private Developers").

The Initial Private Developers own or control the Initial Property. From time to time, Additional Property owned by any Developer may be subjected to this Declaration. The Initial Private Developers make this Declaration for the purposes hereinafter set forth (the Initial Property being all of the Property until any such other real estate is so added).

The Developers hereby declare that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefore, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

This Declaration amends and restates: (i) the Declaration of Covenants, Restrictions and Agreements for a New Community Authority Encompassing Certain Lands in the City of Columbus, Ohio, recorded on September 10, 2004 as instrument number 200409100212730 in the office of the Recorder of Franklin County, Ohio; (ii) the Declaration of Covenants, Restrictions and Agreements for a New Community Authority Encompassing Certain Lands Known as Haydens Crossing in the City of Columbus, Ohio, recorded on April 15, 2005 as instrument number 200504150070837 in the office of the Recorder of Franklin County, Ohio, as supplemented by the First Supplement thereto recorded on May 24, 2006 as instrument number 200605240100941 and the Second Supplement thereto recorded on December 13, 2006 as instrument number 200612130247749 in the office of the Recorder of Franklin County, Ohio; (iii) the Declaration of Covenants, Restrictions and Agreements for The Hayden Run Community Development Authority in the City of Columbus, Ohio, recorded on December 14, 2005 as instrument number 200512140263463 in the office of the Recorder of Franklin County, Ohio; (iv) the Declaration of Covenants, Restrictions and Agreements for The Hayden Run Community Development Authority in the City of Columbus, Ohio, recorded on June 19, 2006 as instrument number 200606190118975 in the office of the Recorder of Franklin County, Ohio; (vi) the Declaration of Covenants, Restrictions and Agreements for The Hayden Run Community Development Authority in the City of Columbus, Ohio, recorded on August 31, 2006 as instrument

number 200608310173674 in the office of the Recorder of Franklin County, Ohio; and (vii) the Declaration of Covenants, Restrictions and Agreements for The Hayden Run Community Development Authority in the City of Columbus, Ohio, recorded on January 26, 2007 as instrument number 200701260016367 in the office of the Recorder of Franklin County, Ohio.

ARTICLE I **PURPOSE AND INTENT**

The Developers intend that the Property shall become a New Community District which shall be formed in accordance with Chapter 349 pursuant to agreements with the City and in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Developers shall be bound by the terms of this Declaration and will initiate proceedings for the organization of a New Community Authority and creation of the New Community District in accordance with Chapter 349 for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community in the City through the implementation of a New Community Development Program. The Developers anticipate that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349 and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge by each Owner of a Chargeable Parcel.

In order to provide for the District, the implementation of the Community Authority's New Community Development Program and the establishment and payment of the Community Development Charge, this Declaration is for the purpose of creating covenants running with the land pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of the Owner of each Chargeable Parcel to pay the Community Development Charge applicable thereto.

ARTICLE II **DEFINITIONS**

In addition to the terms defined elsewhere in this Declaration, unless the context otherwise requires, the following words used in this Declaration, including the preambles, mean respectively:

2.01. Additional Private Developers. "Additional Private Developers" means one or more entities (and its or their respective successors in interest), other than the Initial Private Developers, which the City determines to permit to become a party to this Declaration (by means of supplemental Declaration). A person or entity shall be deemed a successor in interest of an Additional Private Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of an Additional Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of such

Additional Private Developer only as to the particular rights or interests of that Additional Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.02. Additional Property. “Additional Property” means such other real estate in the City as may be subjected to this Declaration pursuant to Article III hereof.

2.03. Assessed Valuation.

(a) “Assessed Valuation” means, as to any Chargeable Parcel with respect to any year’s budget for which the Community Development Charge is being levied, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate prepared by the Auditor for the County for the preceding year and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including but not limited to reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05. If by reason of any change of law, rate or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less or more than thirty-five percent of the true value of the real property assessed, then “Assessed Valuation” shall mean the assessed valuation shown on the tax duplicate adjusted to equal thirty-five percent of the true value. If the assessed valuation listed on the tax duplicate for the preceding year does not reflect the completed value of a residential or commercial structure on a Parcel and a building permit for a residential or commercial structure has been issued by a governmental authority for that Parcel, then, solely at the Board’s discretion, “Assessed Valuation” shall include the cost of the residential or commercial structure stated on the building permit.

(b) If the Auditor and all officials authorized by Ohio law to assess real estate in the County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor for the preceding year for a Parcel or if there is no longer a tax duplicate, “Assessed Valuation” shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor’s tax duplicate with respect to any year, “Assessed Valuation” shall be determined by the Board equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.04. Auditor. “Auditor” means the auditor of the County.

2.05. Board. “Board” means the Board of Trustees of the Community Authority.

2.06. Chapter 349. “Chapter 349” means Chapter 349 of the Revised Code.

2.07. Chargeable Parcel. “Chargeable Parcel” means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon (residential and non-residential).

2.08. Chargeable Property. “Chargeable Property” means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

(a) All lands, buildings, structures and improvements of the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio;

(b) All lands, buildings, structures and improvements exempt from real estate taxation under Ohio law provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) All parcels on which no commercial or residential structure (including condominiums) has been constructed and for which a certificate of occupancy has not been issued, provided that for any parcel on which only condominiums are to be constructed, only that portion of the parcel corresponding to the ratio between the percentage of condominium units for which a certificate of occupancy has been issued and the final number of condominium units to be constructed on the parcel shall be deemed to be Chargeable Property.

2.09 City. “City” means the City of Columbus, Ohio.

2.10. Community Authority. “Community Authority” means the New Community Authority, a body corporate and politic, established or to be established for the District pursuant to Chapter 349.

2.11. Community Development Charge. “Community Development Charge” means the charge established in Articles IV and V and levied at an uniform rate on all Chargeable Parcels, including all applicable penalties and interest pertaining to any unpaid amount.

2.12. Community Facilities. “Community Facilities” has the meaning given in Section 349.01 of the Revised Code; provided, however, that all Community Facilities provided through or under, or the operation and maintenance of which are supported from the Community Development Charge, shall be consistent with the Petition and applicable agreements between the City and the Developers.

2.13. County. “County” means the county in which a Parcel is located.

2.14. Declaration. “Declaration” means this Declaration of Covenants, Restrictions and Agreements made as of the date set forth above, as the same may from time to time be amended or supplemented in the manner prescribed in Articles III or VIII.

2.15. Developer. “Developer” means any Initial Private Developer or Additional Private Developer and “Developers” means all Initial Private Developers and Additional Private Developers.

2.16. Development Period. “Development Period” for any portion of the Property means the period commencing on the date on which this Declaration is Recorded (as herein defined) and ending on the date the Developer of such Property has transferred such Property to other Owners (other than to another Developer).

2.17. District. “District” or “New Community District” means the New Community District created pursuant to this Declaration under Chapter 349.

2.18. Fiscal Meeting. “Fiscal Meeting” means the annual meeting of the Board described in Article VI.

2.19. Initial Private Developers. “Initial Private Developer” and “Initial Private Developers” are defined in the preamble, but the defined term includes a Initial Private Developer’s successors in interest. A person or entity shall be deemed a successor in interest of a Initial Private Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of that Initial Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of that Initial Private Developer only as to the particular rights or interests of that Initial Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.20. Initial Property. “Initial Property” means the real estate as described in Exhibit A attached hereto and incorporated herein by reference and located in the City.

2.21. Late Payment Rate. “Late Payment Rate” means the federal short term “rate” determined pursuant to Section 5703.47(A) of the Revised Code, rounded to the nearest whole number percent, plus three percent.

2.22. Owner. “Owner” means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (a) fee simple, (b) reversion, (c) remainder, or (d) leasehold estate of 75 years or more, but shall not include the Community Authority.

2.23. Parcel. “Parcel” means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor, or on the records of any other official authorized by Ohio law to assess real estate in the County. Should each unit of a residential condominium not have a separate listing on the tax duplicate as provided above, then until such time, each

condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel".

2.24. Petition. "Petition" means the Petition for Organization of New Community Authority relating to the District.

2.25. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) conducts a professional, commercial or industrial activity or any other activity permitted by law. A contractor who is an Owner or Tenant shall have a Place of Business at each of his or her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.26. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever such person is absent, such person has the intention of returning. A person shall not be considered to have lost such person's Place of Residence by leaving it temporarily with the intention of returning.

2.27 Property. "Property" means, collectively, the Initial Property and any Additional Property.

2.28. Recorded. "Recorded" means filed for record in the office of the Recorder of the County or in such other office as may be provided by law for the recordation of instruments conveying lands in the County.

2.29. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.30. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.31. Revised Code. "Revised Code" means the Ohio Revised Code, as the particular chapter or section of the Ohio Revised Code referenced may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

2.32. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board to receive service of process.

2.33. Tenant. "Tenant" means any person or entity (a) occupying any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (b) by permission of the Owner or any other person or entity claiming under the Owner or (c) under a tenancy at will or sufferance.

2.34. **Terms Defined in Chapter 349.** The terms “Land Development”, “New Community”, “New Community Authority”, “New Community Development Program”, “New Community District” and “Organizational Board of Commissioners” have the meanings given in Section 349.01 of the Revised Code.

ARTICLE III **EXPANSION**

Additional Property may from time to time be subjected to this Declaration and the Restrictions by recording a supplemental Declaration substantially in the form of Exhibit B attached hereto and incorporated herein by reference describing the Additional Property and subjecting it to the Restrictions and this Declaration; provided, however, that all Additional Property shall be within the City prior to being subjected to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners of the Property or compliance with the provisions of Articles VIII or IX, but shall be made with the consent of the City. Any such expansion shall be effective upon such supplemental Declaration being Recorded, unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as such Declaration is in effect. It is intended and agreed by the Initial Private Developers and the City in the Memorandum of Understanding certain of the Initial Private Developers and the City dated as of November 22, 2004 that all property covered by the Hayden Run Corridor Plan (a copy of which is on file with the City) will eventually be included in the District and become part of the Community Authority.

ARTICLE IV **COVENANT FOR COMMUNITY DEVELOPMENT CHARGE**

4.01. **Community Development Charge Covenant.** The Developers, as the original Owners of their respective Parcels, hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefore, shall covenant and be deemed to covenant to pay or secure the payment of the Community Development Charge applicable to the Owner’s Chargeable Parcel to the Community Authority as provided in Articles IV and V. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. **Purpose of Community Development Charge.** The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of the acquisition, development, construction, operation and maintenance of land, land development and Community Facilities, the debt service thereof and any other cost incurred by the Community Authority under Chapter 349.

4.03. **Creation of Lien and Personal Obligation of Community Development Charge.** The Community Development Charge shall be a charge and lien on each Chargeable

Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, both to the extent and for the period provided in Article V.

4.04. Enforcement of Lien and Collection of Charge. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

ARTICLE V

COMMUNITY DEVELOPMENT CHARGE

5.01. Establishment of Community Development Charge: Effective Date. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge in an amount determined in accordance with Section 5.02. Such Community Development Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article. Such charge shall be levied and paid on each Chargeable Parcel for a term not to exceed twenty consecutive years from its first imposition on that Chargeable Parcel, consistent with applicable agreements with the City.

The Community Development Charge shall not begin to accrue and shall not be assessed against a Chargeable Parcel until such time as a certificate of occupancy has been issued for a structure constructed on that Chargeable Parcel.

5.02. Amount of Community Development Charge. Subject to waiver, reduction or termination of the Community Development Charge as provided in Sections 6.03 and 6.04, the amount of the annual Community Development Charge for each Chargeable Parcel shall be the product of (a) the Assessed Valuation for such Chargeable Parcel, multiplied by (b) 0.004 (i.e. 4 mills)(the "Millage Rate").

5.03. Payment. The annual Community Development Charge for each Chargeable Parcel shall be due and payable on the date or dates determined by the Board, provided that the Community Development Charge may not be collected more than semiannually. However, if

Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly. If the Board determines to certify the annual Community Development Charge for a Chargeable Parcel to the Auditor for collection on the tax duplicate pursuant to Section 4.04 for any year, the entire Community Development Charge for that Chargeable Parcel will be deemed due for purposes of Section 349.07 of the Revised Code on August 1 of the preceding year, provided that, if permitted by law, the Board may provide for or require such payment to be due on other dates so as to permit the certification of the Community Development Charge not paid when due to the Auditor and provided, further, that the Community Authority shall not be entitled to pursue the enforcement of payment of a Community Development Charge certified to the Auditor unless that Community Development Charge has not been paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Revised Code. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis.

Notwithstanding the foregoing, (a) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Community Development Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (b) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Community Development Charge installments with respect thereto directly to the lender, provided, however, that the obligation to pay the Community Development Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Community Development Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Community Development Charge: (1) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03, or (2) if such Community Development Charge was certified to the Auditor for collection on the tax duplicate pursuant to Section 4.04, is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Revised Code, there shall be added to the installment (a) a penalty of ten percent thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Revised Code), (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months and (C) the penalty until paid at the greater of (i) the Late Payment Rate or (ii) ten percent per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (c) any costs of the Community Authority incurred in connection with the enforcement of the Community Development Charge or any penalties, interests or costs thereon, including reasonable attorney fees. Any payments of less than the full amount shall be credited first against the penalty and second against the interest accrued to the date of payment. The applicable penalties, interest and costs are part of the Community Development Charge. To the extent any of such penalties, interest and costs owing with respect to a Community Development Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Community Development Charge imposed with respect to such Chargeable Parcel

in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Revised Code with respect to a delinquent Community Development Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.03) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Revised Code, upon application of the Owner to the Board the Assessed Valuation shall be reduced in the same amount, and the Community Development Charge for such year shall be proportionately reduced. If any installment of such Community Development Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall only be and remain personally obligated for the payment of the Community Development Charge with respect to his or her Chargeable Parcel, including any penalties and interest thereon, which is attributable to that Owner's period of ownership.

5.07. Community Development Charge Lien. The Community Development Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Community Development Charge on any Parcel is not paid within the period provided in Section 5.03, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Community Development Charge with respect thereto for the current year and the amount of any unpaid Community Development Charge, including any penalty and interest for the current or any previous year. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

ARTICLE VI

PROCEDURE FOR WAIVER, REDUCTION OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

6.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting

shall be open to the public, and the Board shall take no action to waive, reduce or terminate the Community Development Charge except at a Fiscal Meeting.

6.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VI.

6.03. Waiver, Reduction or Termination. At any Fiscal Meeting, the Board may waive, reduce or terminate all or a portion of the Community Development Charge for one or more years or to a stated date. The reduction or waiver of a portion of the Community Development Charge authorized by this Section 6.03 may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner.

The Board shall have no right to increase the Community Development Charge Millage Rate established under Section 5.02 or extend the time period for the imposition of the Community Development Charge under Section 5.01.

Except as otherwise provided in this Declaration: (a) every action taken by the Board pursuant to this Article shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (b) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after (i) the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02, and (ii) the City has provided its written consent for such waiver, reduction or termination. Notwithstanding any other provision of the Declaration, if a Chargeable Parcel is removed from the District, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the District.

6.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce or terminate the Community Development Charge as provided herein shall otherwise be solely within the discretion of the Board.

ARTICLE VII

DURATION, AMENDMENT AND TERMINATION

7.01. Effective Date. The Restrictions shall be effective and shall be and be deemed covenants running with the land when this Declaration is recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge shall be collected, and the Community Authority shall have no rights or obligations hereunder, until the Community

Authority executes and there is recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

7.02. Duration and Effect. The Restrictions (a) shall be and shall be construed as covenants running with the land; (b) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (c) shall inure to the benefit of and be enforceable by (i) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (ii) each Owner, and (iii) the City. Unless amended, stayed or terminated as provided in this Article, the Restrictions shall continue in full force and effect until December 31, 2040, and thereafter the Restrictions shall be automatically renewed for successive ten-year periods unless terminated pursuant to Section 7.03.

7.03. Stay or Termination of Restrictions. The Restrictions shall be terminated, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Each Developer shall have the right to terminate the Restrictions with respect to the Property owned by such Developer up until the date the Community Authority is formed by approval of the Petition unless such right is waived by agreement with the City. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing (i) by the City, and (ii) by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the District. No amendments to this Section 7.03 shall be permitted without the written consent of the Owners at the time such amendment is proposed.

If a final judicial adjudication is rendered or lawful executive or legislative action is taken by the government of the State of Ohio which effectively enjoins or prevents the Community Authority from (a) implementing or collecting the Community Development Charge or (b) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration; the City, the Community Authority and each Developer owning any of the Parcels shall, within thirty days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If, within such thirty-day (or extended) period no course of action is agreed upon by the City, the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination (i) by each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property or (ii) by the Community

Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded (i) by the Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property or (ii) by the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including without limitation, all personal obligations and liens under the Declaration.

ARTICLE VIII

AMENDMENTS AND SUPPLEMENTS

8.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of any of the Owners and upon twenty (20) days written notice delivered to each Owner whose real property was subject to the Declaration of Covenants, Restrictions and Agreements for The Hayden Run Community Development Authority in the City of Columbus, Ohio, recorded on August 31, 2006 as instrument number 200608310173674 in the office of the Recorder of Franklin County, Ohio, at the tax mailing address on record with the Auditor, the Developers acting jointly, until the Community Authority is formed and, thereafter, the Community Authority, may, with the prior written consent of the City, amend or supplement this Declaration (a) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (b) to grant to or confer upon the Developers until the Community Authority is formed and, thereafter, the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that are not to the material prejudice of the Owners or Developers and that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (c) to make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge or to reduce or eliminate the Community Development Charge; (d) as provided in Article III; (e) to conform this Declaration to any amendment permitted by Section 349.03 of the Revised Code to the Petition filed by the Initial Private Developers pursuant to that Section to organize the Community Authority; (f) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (g) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers, the Community Authority, and the City that are not to the material prejudice of the Owners or Developers; (h) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III or otherwise; or (i) to make any other amendment which, in the judgment of the Developers until the Community Authority is formed and, thereafter, the Community Authority, is not to the material prejudice of the Owners.

8.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 6.03, 7.03 or 8.01, no provision of this Declaration may be amended or supplemented in whole or in part or terminated without the prior written consent of (a) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (b) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, (c) the Community Authority (if formed), and (d) the City.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code. Further, notwithstanding any other provision herein to the contrary, no such actions may be taken without the written consent of the City.

The Secretary shall determine (a) whether the Owners have consented to any amendment or supplement of this Declaration, and (b) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

8.03. Consent of Developers Required During Development Period. Notwithstanding any other provision of this Declaration, no amendments or supplements to this Declaration made during the Development Period shall be permitted without the written consent of the all Developers owning any Parcels, as applicable.

8.04. Recording of Amendments. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

ARTICLE IX **MISCELLANEOUS**

9.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

9.02. Reservation. Subject to the Declaration being recorded, but prior to the District being created pursuant to Chapter 349, the Developers may sell to purchasers (the "Purchasers")

lots or condominium interests which may comprise a part of the Property and be included as part of the District (the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to the Lots subject to the Declaration. In order to more fully provide for the inclusion of the Lots as part of the District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer, as applicable, the authority to take all such action that is necessary and appropriate in accordance with Chapter 349, to include a Purchaser's Lot within the District. Acceptance by a Purchaser of a deed or other instrument of conveyance from such Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

9.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create or shall be construed as creating a possibility of reverter or, except as provided in Sections 5.01 and 8.01, a condition subsequent.

9.04. Severability. In case any section or provision of this Declaration or any Restriction, agreement, obligation, act or action or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

9.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

9.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

9.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Revised Code or to the laws of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision,

supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development charge in the amount and manner and at the times provided in this Declaration, or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, ample orientation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof", "herein", "hereby", "hereto" and "hereunder", and similar terms, mean and refer to this Declaration.

(No further text on this page; signature page follows)

IN WITNESS WHEREOF, M/I Homes of Central Ohio, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

By: *Timothy C Hall*

Print Name: Timothy C Hall

Title: VP

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 5th day of September 2007, by Timothy C. Hall, Jr., the Vice President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Victoria L Sheets
Notary Public



VICTORIA L. SHEETS
Notary Public, State of Ohio
My Commission Expires 11-17-07

IN WITNESS WHEREOF, Dominion Homes, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

DOMINION HOMES, INC., an Ohio corporation

By: *[Signature]*

Print Name: Joseph A. Sugar

Title: Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 30th day of August, 2007, by Joseph A. Sugar, the Vice President Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation

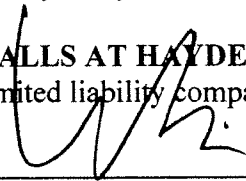
Jennifer S. Purcell
Notary Public



Jennifer S. Purcell, Notary Public
In and For the State of Ohio
My commission expires February 23, 2008

IN WITNESS WHEREOF, The Falls at Hayden Run, Ltd., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

THE FALLS AT HAYDEN RUN, LTD., an Ohio limited liability company


By: 

Print Name: L. Brent Miller

Title: President

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by L. Brent Miller, the President of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

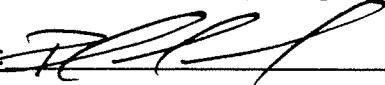

Notary Public



THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

IN WITNESS WHEREOF, West Leppert Investments, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

WEST LEPPERT INVESTMENTS, LLC,
an Ohio limited liability company

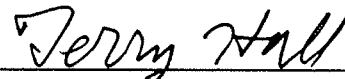
By: 

Print Name: Paul S. Cappel

Title: Managing Member

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 7 day of 9, 2007, by Paul S. Cappel, the Managing Member of West Leppert Investments, LLC, an Ohio limited liability company, on behalf of the limited liability company.

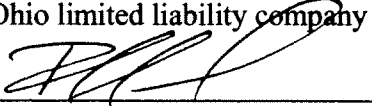

Notary Public



TERRY HALL
Notary Public - State of Ohio
My commission expires 04-18-2011

IN WITNESS WHEREOF, Hayden Run Commercial Developers, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

HAYDEN RUN COMMERCIAL DEVELOPERS, LLC,
an Ohio limited liability company

By: 

Print Name: Paul S. Cappel

Title: Managing Member

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Paul S. Cappel, the Managing Member of Hayden Run Commercial Developers, LLC, an Ohio limited liability company, on behalf of the limited liability company.


Notary Public



TERRY HALL
Notary Public - State of Ohio
My commission expires 04-18-2011

IN WITNESS WHEREOF, Hayden's Reserve, L.P., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

HAYDEN'S RESERVE, L.P.
an Ohio limited partnership

By: *Stephen T. Newcomb*

Print Name: Stephen T. Newcomb

Title: Vice President of Leppert Investments Inc., L.P.

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 6th day of September, 2007, by Stephen T. Newcomb, the VP of General Partner of Hayden's Reserve, L.P., an Ohio limited partnership, on behalf of the limited partnership.

Richard Brian Newcomb
Notary Public

This document prepared by:

Gregory R. Daniels, Esq.
Squire, Sanders & Dempsey L.L.P.
1300 Huntington Center
41 South High Street
Columbus, Ohio 43215



RICHARD BRIAN NEWCOMB
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT A

Legal Description of Initial Property Follows

28.097 ACRES

Situated in the State of Ohio, County of Franklin, Township of Washington, lying in Virginia Military Survey Number 6366, and being part of the 36.030 acre tract conveyed to West Leppert Investments, LLC by deed of record in Instrument Number 200507180140634, and part of the 4.800 acre tract conveyed to West Leppert Investments, LLC by deed of record in Instrument Number 200504270078496, (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for Reference, at Franklin County Geodetic Survey Monument Number 5179 found at the centerline intersection of Hayden Run Road and Leppert Road;

Thence North $49^{\circ} 24' 28''$ West, a distance of 160.94 feet, with the centerline of said Hayden Run Road, to a point;

Thence South $40^{\circ} 35' 32''$ West, a distance of 40.02 feet, across the right-of-way of said Hayden Run Road, to a point at the northerly corner of the 0.1298 acre Parcel 24WD1 conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, and at the northeasterly corner of said 36.030 acre tract;

Thence with a curve to the right, having a central angle of $05^{\circ} 35' 13''$, a radius of 197.15 feet, an arc length of 19.22 feet, and a chord bearing of South $09^{\circ} 28' 29''$ East, a distance of 19.22 feet, with the line common to said 36.030 and 0.1298 acre tracts, to a point at the northeasterly corner of said 4.800 acre tract;

Thence South $06^{\circ} 41' 17''$ East, a distance of 142.61 feet, with the line common to said 4.800 and 0.1298 acre tracts, to a point at the northeasterly corner of the 0.2013 acre Parcel 23WD conveyed to Franklin County Commissioners by deed of record in Official Record 19128A11, being in a curve in the westerly right-of-way line of said Leppert Road;

Thence with said curve to the left, having a central angle of $18^{\circ} 43' 17''$, a radius of 300.00 feet, an arc length of 98.03 feet, and a chord bearing of South $17^{\circ} 30' 29''$ West, a distance of 97.59 feet, with the westerly right-of-way line of west Leppert Road and with the line common to said 4.800 and 0.2013 acre tracts, to a point;

Thence South $06^{\circ} 41' 17''$ East, a distance of 78.57 feet, with the westerly right-of way line of said Leppert Road and with the line common to said 4.800 and 0.2013 acre tracts, also being the TRUE POINT OF BEGINNING;

Thence continuing South $06^{\circ} 41' 17''$ East, a distance of 689.89 feet, with the westerly right-of way line of said Leppert Road and with the easterly lines of said 4.800 and 36.030 acre tracts, the westerly lines of said 0.2013 acre tract and the 0.5510 acre tract conveyed as Parcel 22WD1 to Franklin County Commissioners by deed of record in Official Record 19229H19 to an iron pin set at the common corner of said 36.030 acre tract, said 0.5510 acre tract, and the original 8.943 acre tract conveyed to Frederick M. and Mary E. Crow by deed of record in Official Record 14245C10;

Thence South $84^{\circ} 07' 18''$ West, a distance of 751.88 feet, with the southerly line of said 36.030 acre tract and the northerly line of the remainder of said original 8.943 acre tract, to a point;

Thence across said 36.030 acre tract, the following courses and distances:

28.097 ACRES

- 2 -

- North 42° 09' 54" West, a distance of 78.75 feet, to a point;
- North 62° 54' 35" West, a distance of 64.83 feet, to a point;
- North 86° 03' 21" West, a distance of 39.02 feet, to a point;
- North 65° 39' 48" West, a distance of 61.87 feet, to a point;
- North 69° 44' 53" West, a distance of 120.17 feet, to a point;
- North 39° 48' 43" West, a distance of 94.33 feet, to a point;
- North 08° 44' 54" West, a distance of 70.60 feet, to a point;
- North 05° 42' 42" East, a distance of 121.37 feet, to a point;
- North 36° 26' 14" West, a distance of 70.05 feet, to point;
- North 11° 43' 39" West, a distance of 145.27 feet, to a point;
- North 32° 44' 30" East, a distance of 67.00 feet, to a point;
- North 64° 26' 40" East, a distance of 34.22 feet, to a point;
- North 29° 12' 12" East, a distance of 52.27 feet, to a point;
- North 05° 30' 24" East, a distance of 111.89 feet, to a point;
- North 08° 58' 33" West, a distance of 25.81 feet, to a point;
- North 56° 43' 53" West, a distance of 51.37 feet, to a point;
- North 36° 40' 51" West, a distance of 78.64 feet, to a point;

North 56° 45' 32" West, a distance of 135.04 feet, to a point in the southerly line of the original 18.03 acre Parcel I conveyed to Edward J. and Cynthia F. Behrman by deed of record in Instrument Number 200406100134623;

Thence with the lines common to said 36.030 and 18.03 acre tracts, the following courses and distances:

North 84° 03' 04" East, a distance of 416.91 feet, to an axle found;

North 23° 06' 04" East, a distance of 554.40 feet, to an iron pin set in the southerly right-of-way line of said Hayden Run Road at the westerly corner of the 0.6904 acre Parcel 22WD conveyed to Franklin County Commissioners by deed of record in Official Record 19229H19;

Thence South 50° 53' 49" East, a distance of 192.69 feet, with said southerly right-of-way line and the line common to said 36.030 and 0.6904 acre tracts, to an iron pin set;

28.097 ACRES

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Thence South 49° 24' 28" East, a distance of 393.07 feet, with said southerly right-of-way line and the line common to said 36.030 and 0.6904 acre tracts, to an iron pin set;

Thence across said 36.030 and 4.800 acre tracts, the following courses and distances:

South 40° 35' 32" West, a distance of 325.57 feet, to an iron pin set;

South 49° 24' 28" East, a distance of 291.84 feet, to an iron pin set;

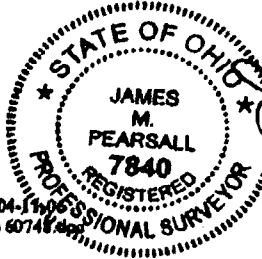
South 83° 32' 52" East, a distance of 130.80 feet, to the TRUE POINT OF BEGINNING, containing 28.097 acres, more or less.

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

This survey was prepared using documents of record and actual field locations performed by EMH&T, in January 2005.

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

Bearings are based on the Ohio State Plane Coordinate System - South Zone as per NAD83. Control for bearings was from coordinates of monuments FCGS 8876 & FCGS 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

James M. Pearsall
James M. Pearsall
Registered Surveyor No. 7840

4/12/06
Date

JMP: hb/04-11/06
28_097 ac 60748/2005

12/12/05
negot
agreement

16.005 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being all of the remainder of the original 26.142 acre tract conveyed to Huntington Tower Associates, LLC by deed of record in Instrument Number 200507220145574, and all of the original 0.795 acre tract conveyed to Huntington Tower Associates, LLC by deed of record in Instrument Number 200501050003040, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5179, found at the intersection of the centerline of Hayden Run Road and the centerline of Leppert Road, said monument being South 49°21'39" East, a distance of 282.81 feet from Franklin County Geodetic Survey Monument No. 5045;

The following courses and distances with the centerline of said Leppert Road:

South 40°35'37" West, a distance of 77.85 feet, to a point of curvature;

With the arc of a curve to the left, having a central angle of 47°16'54", a radius of 250.00 feet, an arc length of 206.31 feet, and a chord which bears South 16°57'10" West, a chord distance of 200.30 feet, to a point of tangency, being in the line common to Virginia Military Survey Number 3453 and Virginia Military Survey Number 6366, and being in the westerly line of the 4.4164 acre tract conveyed as Parcel 24WD to Franklin County Commissioners by deed of record in Official Record 19678 A81;

South 06°41'17" East, a distance of 137.89 feet, with the line common to said Virginia Military Survey Numbers 3453 and 6366, and said westerly line, to a P.R. nail found at the common corner of said 4.4164 and 0.795 acre tracts, being North 06°41'17" West, a distance of 1488.62 feet, with the centerline of said Leppert Road, from Franklin County Geodetic Survey Monument No. 5069, and being the TRUE POINT OF BEGINNING;

Thence South 69°35'23" East, a distance of 228.97 feet, with the line common to said 0.795 and 2.889 acre tracts, to an iron pin set at the common corner of said 0.795 acre tract, the remainder of said original 26.142 acre tract, and said 2.889 acre tract;

The following courses and distances with the line common to the remainder of said original 26.142 acre tract and said 2.889 acre tract:

South 49°24'38" East, a distance of 200.53 feet, to an iron pin set;

North 40°35'22" East, a distance of 226.10 feet, to an iron pin set in the southerly right-of-way of said Hayden Run Road;

The following courses and distances with the southerly right-of-way of said Hayden Run Road:

South 49°24'38" East, a distance of 259.47 feet, to an iron pin set at a point of curvature;

With the arc of said curve to the left, having a central angle of 06°30'54", a radius of 1687.02 feet, an arc length of 191.83 feet, and a chord which bears South 52°40'09" East, a chord distance of 191.72 feet, to an iron pin set;

South 62°10'06" East, a distance of 183.42 feet, to an iron pin set at a point of curvature;

16.045 ACRES

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With the arc of said curve to the left, having a central angle of 07°25'17", a radius of 1677.02 feet, an arc length of 217.22 feet, and a chord which bears South 65°52'45" East, a chord distance of 217.07 feet, to an iron pin set;

South 69°35'23" East, a distance of 305.00 feet, to an iron pin set in the westerly line of the 4.752 acre tract conveyed to Juanita J. Huffman by deed of record in Deed Book 2882, Page 415;

Thence South 06°05'54" East, a distance of 128.53 feet, with said common line, to an iron pin set at a common corner of the remainder of said original 26.142 acre tract and the 8.042 acre tract conveyed to _____ by deed of record in Instrument Number _____

The following courses and distances with the line common to the remainder of said original 26.142 acre tract and said 8.042 acre tract:

North 86°05'54" West, a distance of 208.00 feet, to an iron pin set;

North 68°05'54" West, a distance of 76.29 feet, to an iron pin set;

South 78°54'06" West, a distance of 127.81 feet, to an iron pin set;

South 44°14'27" West, a distance of 243.23 feet, to an iron pin set;

North 62°45'33" West, a distance of 111.92 feet, to an iron pin set;

North 02°55'35" West, a distance of 92.67 feet, to an iron pin set;

North 88°15'54" West, a distance of 24.23 feet, to an iron pin set;

South 15°09'06" West, a distance of 87.84 feet, to an iron pin set;

North 34°21'27" West, a distance of 370.46 feet, to an iron pin set;

North 70°46'10" West, a distance of 129.16 feet, to an iron pin set;

North 68°00'52" West, a distance of 56.98 feet, to an iron pin set;

North 64°06'52" West, a distance of 118.74 feet, to an iron pin set;

South 67°00'32" West, a distance of 31.26 feet, to an iron pin set;

South 06°41'17" East, a distance of 74.87 feet, to an iron pin set in the easterly right-of-way line of said Lappert Road, being the easterly line of the 0.435 acre tract conveyed to Franklin County Commissioners by deed of record in Deed Book 3314, Pg. 15;

Thence North 18°46'58" West, a distance of 95.45 feet, with the line common to the remainder of said original 26.142 acre tract and said 0.435 acre tract, and with said easterly right-of-way line, to an iron pin set;

0578 300-2212

12/15/05 *will*
agreed

16.005 ACRES

- 3 -

Thence South 83°18'43" West, a distance of 21.00 feet, continuing with said common line, and across said Leppert Road, to a magnetic nail set in the centerline thereof;

Thence North 06°41'17" West, a distance of 675.71 feet, with said centerline, and the westerly lines of the remainder of said original 26.142 acre tract and said 0.795 acre tract, to the TRUE POINT OF BEGINNING. Containing 16.005 acres of land, more or less, of which 6.725 acres lie in Parcel Number 485-266723, 0.793 acre lies in Parcel Number 485-273780, and 8.487 acres lie in Parcel Number 450-266725.

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

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

Bearings are based on the Ohio State Plane Coordinate System - South Zone per NAD83 (1996 Adjustment). Control for bearings was derived from coordinates of monuments FCOB 8876 and FCGS 2221, having a bearing between them of North 88°33'28" East, established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



James M. Parnell

James M. Parnell
Professional Surveyor No. 7840

11/20/05

Date

MAP 1000-10-05
16, 075 AC 5883 406

0-60-B

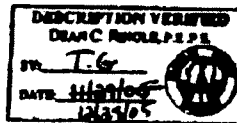
ALL OF (485) 273780

*SPLIT 6.725 ACRES
OUT OF (485) 266723*

*SPLIT 8.487 ACRES
OUT OF (450) 266725*

03330-00152

*12/20/05
revised
11/20/05*



1.889 ACRES

Situated in the State of Ohio, County of Franklin, Township of Washington, Virginia Military Survey No. 3453, being part of the 26.142 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534, (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 No. 5179, at the intersection of the centerline of Leppert Road and the centerline of Hayden Run Road;

Thence South 49°24'38" East, a distance of 597.13 feet, with the centerline of said Hayden Run Road, to a point;

Thence South 40°35'22" West, a distance of 50.00 feet, leaving the centerline of said Hayden Run Road, to an iron pin set in the southerly right-of-way of said Hayden Run Road, said iron pin also being the TRUE POINT OF BEGINNING;

The across said 26.142 acre tract, the following courses and distances:

South 40°35'22" West, a distance of 226.10 feet, to an iron pin set;

North 49°24'38" West, a distance of 200.53 feet, to an iron pin set at the northeasterly corner of the 0.795 acre tract conveyed to Dolores Y. Sherwood and Wade F. Strub by deed of record in Official Record 10429114;

Thence North 69°35'23" West, a distance of 184.04 feet, with the line common to said 26.142 and 0.795 acre tracts, to an iron pin set in the easterly right-of-way of said Leppert Road;

Thence with the easterly right-of-way of said Leppert Road, the following courses and distances:

North 06°41'17" West, a distance of 99.24 feet, to an iron pin set;

North 01°06'02" East, a distance of 87.15 feet, to an iron pin set at a point of curvature;

With the arc of a curve to the right, having a central angle of 39°27'36", a radius of 200.00 feet, an arc distance of 137.74 feet, a chord bearing North 20°51'49" East, and a chord distance of 135.04 feet, to an iron pin set at a point of tangency;

North 40°35'37" East, a distance of 22.83 feet, to an iron pin set;

North 85°30'59" East, a distance of 14.17 feet, to an iron pin set in the southerly right-of-way of said Hayden Run Road;

Thence with the southerly right-of-way of said Hayden Run Road, the following courses and distances:

25330-0-0158
12/10/15 New Right
By: [Signature]

2.889 ACRES

-2-

South 49°24'18" East, a distance of 278.03 feet, to an iron pin set;

South 46°32'53" East, a distance of 100.12 feet, to an iron pin set;

South 49°24'38" East, a distance of 159.10 feet, to the TRUE POINT OF BEGINNING, containing 2.889 acres of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System - South Zone NAD83 (1986 adjustment). Control for bearings was derived from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East between them, as established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

James M. Pearsall 12/2/05
James M. Pearsall Date
Registered Surveyor No. 7840

JMP 12/2/05
2.889 acres 01/12/06

0-110 L
ALL OF
(485)
266723

DESCRIPTION VERIFIED
DEAN C. RINGOLD, P.E., P.S.
BY: *JMP*
DATE: 8/31/06

0-110-C
~~SPLIT~~
~~2.889 Acres~~
~~part of~~
~~(485)~~
266723

DESCRIPTION VERIFIED
DEAN C. RINGOLD, P.E., P.S.
BY: *JMP*
DATE: 8/31/06

015350 0-201526

12/2/05 *needs approval*

EXHIBIT A

RINGS
PHASE I

HAYDEN'S CROSSING SECTIONS 2 AND 3 56.694 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Survey No. 6953 of the Virginia Military District and being out of that 161.25 acre tract conveyed to Rings Farms, Ltd. of record in Instrument Number 199901050002791 and being that portion of Hayden Run Road (0.1075 acre) vacated by the Franklin County Commissioners of record in Official Record 18833E02 and Official Record 18968I12 and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 2261 found marking the centerline intersection of Cosgray Road with Hayden Run Road, said monument being South $83^{\circ} 32' 25''$ West, with the centerline of said Hayden Run Road, 883.84 feet from Franklin County Geodetic Survey Monument 5043 found;

thence North $05^{\circ} 54' 49''$ West, with the centerline of said Cosgray Road, 645.47 feet to a mag nail set marking the *True Point of Beginning*;

thence continuing with said centerline of Cosgray Road, the following courses;

North $05^{\circ} 54' 49''$ West, 745.82 feet to a solid steel rod found marking an angle point;

North $05^{\circ} 51' 11''$ West, 542.91 feet to a mag nail set marking the northwesterly corner of said 161.25 acre tract, the southwesterly corner that 73.782 acre tract conveyed to M/I Homes of Central Ohio, LLC of record in Instrument Number 200401120007502;

thence North $83^{\circ} 56' 57''$ East, with the common line to said 161.25 acre and said 73.782 acre tracts, 1590.45 feet to an iron pin set;

thence across said 161.25 acre tract, the following courses;

with a curve to the left, having a central angle of $53^{\circ} 07' 49''$, a radius of 20.00 feet and an arc length of 18.55 feet, a chord bearing and chord distance of South $20^{\circ} 30' 51''$ West, 17.89 feet to an iron pin set at a point of tangency;

South $06^{\circ} 03' 03''$ East, 84.00 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42 feet a chord bearing and chord distance of South $51^{\circ} 03' 03''$ East, 28.28 feet to an iron pin set;

South $06^{\circ} 03' 03''$ East, 48.00 feet to an iron pin set;

HAYDEN'S CROSSING
SECTIONS 2 AND 3
56.694 ACRES

-Page 2-

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of South $38^{\circ} 56' 57''$ West, 28.28 feet to an iron pin set at a point of tangency;

South $06^{\circ} 03' 03''$ East, 668.00 feet to a point of curvature;

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of South $51^{\circ} 03' 03''$ East, 28.28 feet to an iron set;

North $83^{\circ} 56' 57''$ East, 4.00 feet to an iron pin set;

South $06^{\circ} 03' 03''$ East, 54.00 feet to an iron pin set;

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of South $38^{\circ} 56' 57''$ West, 28.28 feet to an iron pin set at a point of tangency;

South $06^{\circ} 03' 03''$ East, 55.00 feet to an iron pin set;

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42, a chord bearing and chord distance of South $51^{\circ} 03' 03''$ East, 28.28 feet to an iron pin set;

South $06^{\circ} 03' 03''$ East, 16.00 feet to an iron pin set;

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet and an arc length of 31.42, a chord bearing and chord distance of South $38^{\circ} 56' 57''$ West, 28.28 feet to an iron pin set at a point of tangency;

South $06^{\circ} 03' 03''$ East, 778.02 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $96^{\circ} 11' 47''$, a radius of 20.00 feet and an arc length of 33.58 feet, a chord bearing and chord distance of South $54^{\circ} 08' 57''$ East, 29.77 feet to an iron pin set;

South $12^{\circ} 14' 50''$ East, 60.00 feet to an iron pin set;

HAYDEN'S CROSSING
SECTIONS 2 AND 3
56.694 ACRES

-Page 3-

with a curve to the right, having a central angle of $05^{\circ} 47' 15''$, a radius of 800.00 feet and an arc length of 80.81 feet, a chord bearing and chord distance of South $80^{\circ} 38' 47''$ West, 80.77 feet to an iron pin set at a point of tangency;

South $83^{\circ} 32' 25''$ West, 168.59 feet to an iron pin set;

South $84^{\circ} 25' 27''$ West, 5.42 feet to an iron pin set in a southerly line of said 161.25 acre tract, the northerly line of that 2.203 acre tract conveyed to Dominion Homes of record in Instrument Number 200301140013541, the southerly line of said Survey Number 6953;

thence South $83^{\circ} 32' 12''$ West, with the southerly line of said 161.25 acre tract, the southerly line of said Survey Number 6953, 114.47 feet to an iron pin set in the northerly right-of-way line for said Hayden Run Road;

thence with said northerly right-of-way line, the southerly line of said 161.25 acre tract, the following courses;

North $85^{\circ} 47' 41''$ West, 168.14 feet to an iron pin set at a point of curvature;

with a curve to the left, a central angle of $08^{\circ} 24' 24''$, a radius of 1091.74 feet and an arc length of 160.19 feet, a chord bearing and chord distance of North $89^{\circ} 59' 53''$ West, 160.04 feet to an iron pin set;

South $81^{\circ} 13' 41''$ West, 31.68 feet to an iron pin set;

thence across said 161.25 acre tract, the following courses;

North $06^{\circ} 27' 36''$ West, 12.07 feet to an iron pin set;

with a curve to the left, having a central angle of $89^{\circ} 35' 29''$, a radius of 20.00 feet and an arc length of 31.27 feet, a chord bearing and chord distance of North $38^{\circ} 44' 41''$ East, 28.18 feet to an iron pin set at a point of tangency;

North $06^{\circ} 03' 03''$ West, 558.80 feet to an iron pin set;

South $83^{\circ} 57' 29''$ West, 853.17 feet to an iron pin set;

South $84^{\circ} 05' 11''$ West, 60.00 feet to the *True Point of Beginning*. Containing 56.694 acres, more or less, inclusive of the present right-of-way which occupies 0.888 acre.

HAYDEN'S CROSSING
SECTION 2 AND 3
56.694 ACRES

-Page 4-

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

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

All references are to the records of the Recorder's Office, Franklin County, Ohio.

This description is based on existing records and an actual field survey performed in May 2003.

Bearings are based on the Ohio State Plane Coordinate System South Zone, per NAD83. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88° 53' 20" East, as established by the Franklin County Engineering Department.

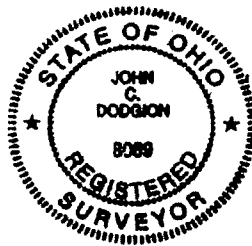
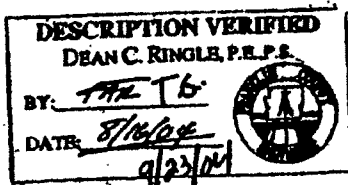
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SPLIT
56.694 ACRES
OUT OF
(010)
265636

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

John C. Dodgion
08/12/04

JCD:ab/August 19, 04
56_694 acres 41383.doc



CLAGG

(cont.)

93.195 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey 3453 and being all of the 93.206 acre tract conveyed to Therll W. Clagg by deed of record in Deed Book 3578, Page 70 and Official Record 4619 E10 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING, at the F.C.G.S. Monument Number 5543, marking an angle point in the centerline of Hayden Run Road. Said point also being the southwesterly corner of the 3.878 acre tract conveyed to the City of Hilliard by deed of record in Official Record 01759 117;

Thence North 76° 23' 07" West, a distance of 69.35 feet, with the centerline of Hayden Run Road, to a magnetic nail set in a line common to said 93.206 acre tract and the 2.19 acre tract conveyed to Steven L. Cordle by a deed of record in Official Record 28557 H20;

Thence North 68° 30' 16" East, a distance of 348.61 feet, with the southerly lines of said 2.19 acre tract and the 6.55 acre tract conveyed to Steven L. Cordle by a deed of record in Official Record 28557 H20, to a 2" iron pipe found at the southeasterly corner of said 6.55 acre tract;

Thence the following courses and distances with the line common to said 93.195 and 6.55 acre tract:

North 06° 06' 28" West, a distance of 602.10 feet, to an iron pin set;

South 83° 53' 32" West, a distance of 600.00 feet, to a 2" iron pipe found in the easterly line of the 18.193 acre tract conveyed to John G. Kramer by a deed of record in Official Record 04868 C02;

Thence the following courses and distances with the lines common to said 93.206 and 18.193 acre tracts:

North 06° 06' 28" West, a distance of 984.70 feet, to a ¾" iron pipe found;

South 83° 10' 21" West, a distance of 627.25 feet, to a ¾" iron pipe found in an easterly line of a 100.00 acre tract conveyed to Kermit C. Grener and Dorothy A. Grener by deed of record in Deed Book 898, Page 543;

Thence North 05° 45' 39" West, a distance of 1476.72 feet, with the line common to said 93.206 and 100.00 acre tracts, to a 1" iron pipe found in a southerly line of a 161.25 acre tract conveyed to Rings Farms Ltd. by a deed of record in Instrument Number 199901050002791;

Thence North 83° 22' 17" East, a distance of 882.80, with the line common to said 92.206 and 161.25 acre tracts, to a ¾" iron pin found in the westerly right-of-way line of a Conrail Railroad property;

Thence South 39° 15' 59" East, a distance of 2652.59 feet, with the line common to said 93.206 acre tract and said Conrail Railroad property, to a magnetic nail set in the centerline of Avery Road;

Thence South 05° 27' 47" East, a distance of 118.68 feet, with the centerline of said Avery Road, to a magnetic nail set at a common corner of said 93.206 acre tract and the 1.003 acre tract conveyed to Dominion Homes, Inc. by a deed of record in Instrument Number 200307310239928;

93.195 Acres

-2-

Thence the following courses and distances with the lines common to said 92.206 and 1.003 acre tracts:

South 79° 23' 54" West, a distance of 291.13 feet, to a 1/4" iron pipe found;

South 05° 26' 06" East, a distance of 150.61 feet, to a 1/4" iron pipe found;

North 79° 23' 54" East, a distance of 291.20 feet, to a magnetic nail set in said centerline of Avery Road;

Thence South 05° 27' 47" East, a distance of 333.26 feet, with said centerline of Avery Road, to a railroad spike found at a common corner of said 93.206 and 3.878 acre tracts;

Thence South 69° 24' 19" West, a distance of 1424.71 feet, with the line common to said 93.206 and 3.878 acre tracts, to the POINT OF BEGINNING. Containing 93.195 acres, more or less, of which 0.33 acres lies within the existing right-of-way of Avery Road and 0.08 acres lies within the existing right-of-way of Hayden Run Road.

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

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

Bearings are based on the Ohio State Plane Coordinate System - South Zone as per NAD83. Control for bearings was from coordinates of monuments FCGS 8876 & FCGS 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART HAMBLETON & TILTON, INC.

James M. Pearsall

James M. Pearsall
Registered Surveyor No. 7840

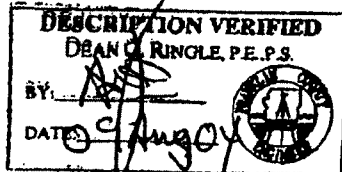
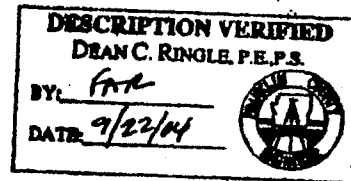
6/24/04

Date

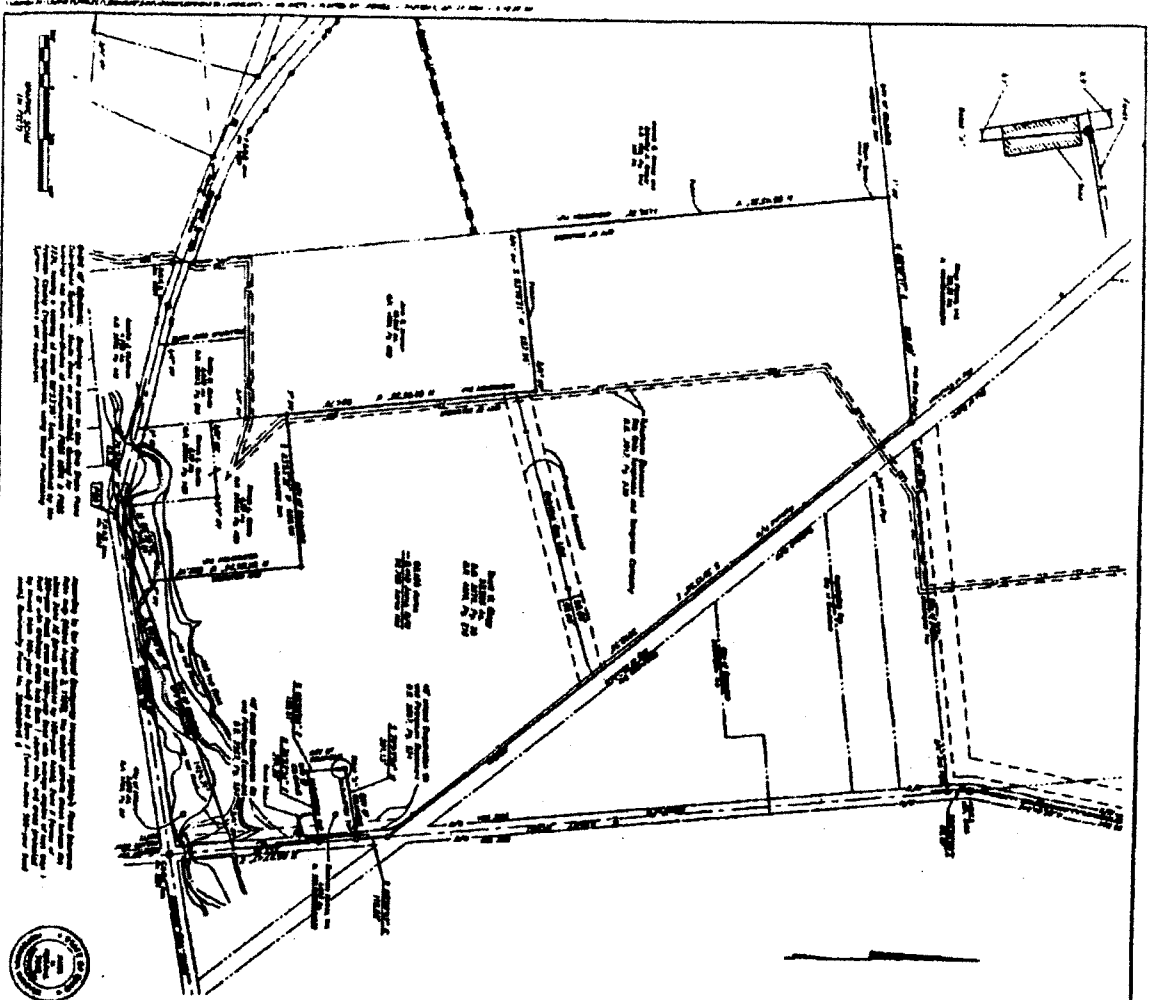
JDP/JMP/May, 2004
93_195 Acres 40980.doc

0110/L
All of
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265639

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7 of 10



James D. Smith

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

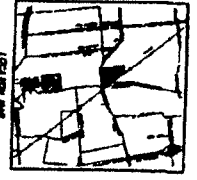
Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Ohio

My Commission Expires _____

ALTA/ACSM LAND TILE SURVEY
 WIRIONA MILITARY SURVEY 3453
 CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

SECTION	ACRES
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96	1.00
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98	1.00
99	1.00
100	1.00



(cont.)

1.003 Acres

Situate in the State of Ohio, County of Franklin, Township of Washington, lying in Virginia Military Survey No. 3453 and being all of the 1.003 acre tract conveyed to David G. and Bonnie Fisher by deed of record in Official Record 11630 H07, (all references are to the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Begin for Reference at Franklin County Geodetic Survey Monument No. 2221 marking the centerline intersection of Avery Road and Hayden Run Road;

Thence North $05^{\circ} 27' 47''$ West, a distance of 594.23 feet, along the centerline of Avery Road, to a magnetic nail set at a common corner of said 1.003 acre tract and the 33.44 acre tract conveyed to Therill Clagg by deed of record in Deed Book 3578, Page 70;

The following three (3) courses and distances along the lines common to said 1.003 and 33.44 acre tracts:

1. Thence South $79^{\circ} 23' 54''$ West, a distance of 291.20 feet, to an iron pin found;
2. Thence North $05^{\circ} 26' 06''$ West, a distance of 150.61 feet, to an iron pin found;
3. Thence North $79^{\circ} 23' 54''$ East, a distance of 291.13 feet, to a magnetic nail set in the aforesaid centerline of Avery Road;

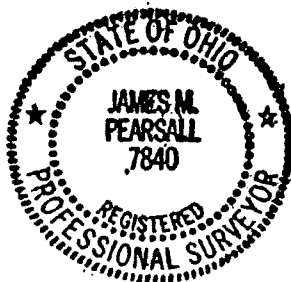
Thence South $05^{\circ} 27' 47''$ East, a distance of 150.60 feet, along said centerline of Avery Road, to the Point of Beginning. Containing 1.003 acres, more or less.

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

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

The bearings in the above description are based on the Ohio State Plane Coordinate System - South Zone as per NAD83. Control for bearings was from coordinates of monument Nos. FCGS 8876 and FCGS 2221, having a bearing of North $88^{\circ} 53' 20''$ East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



JMP/July, 2003
1.003 acres 31012.doc

James M. Pearsall 7/25/03
James M. Pearsall Date
Registered Surveyor No. 7840

9 of 10

10.929 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Survey Number 6953 of the Virginia Military District, being part of the remainder of the original 161.25 acre tract conveyed to Rings Farms, Ltd. by deed of record in Instrument Number 199901050002791, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2261 found at the centerline intersection of Hayden Run Road (variable right-of-way) with Cosgray Road (variable right-of-way), being South $83^{\circ} 32' 25''$ West, a distance of 883.84 feet, with said centerline of Hayden Run Road, 883.84 feet, from Franklin County Geodetic Survey Monument Number 5043 found;

Thence North $83^{\circ} 32' 25''$ East, with the centerline of said Hayden Run Road, a distance of 117.48 feet, to a point;

Thence North $06^{\circ} 27' 35''$ West, a distance of 70.00 feet, across the right-of-way of said Hayden Run Road, to an iron pin set in the northerly line of the 0.203 acre parcel conveyed as Parcel 15-WD to the Franklin County Commissioners by deed of record in Instrument Number 200606020106449, at the intersection of the northerly right of way of Hayden Run Road and the easterly right-of-way of said Cosgray Road, the TRUE POINT OF BEGINNING;

Thence with the line common to the remainder of said original 161.25 acre tract, Parcel 15-WD, and the easterly right-of-way of said Cosgray Road, the following courses and distances:

North $06^{\circ} 27' 35''$ West, a distance of 20.00 feet, to an iron pin set at a point on a curve;

With said curve to the right having a radius of 17.00 feet, an arc length of 24.06 feet, a central angle of $81^{\circ} 05' 02''$, and a chord which bears North $55^{\circ} 55' 04''$ West, a chord distance of 22.10 feet, to an iron pin set;

South $74^{\circ} 37' 27''$ West, a distance of 10.00 feet, to an iron pin set;

North $15^{\circ} 22' 33''$ West, a distance of 58.96 feet, to an iron pin set;

North $05^{\circ} 52' 03''$ West, a distance of 483.55 feet, to an iron pin set in the southerly line of "Haydens Crossing Section 2 Part 1", a subdivision of record in Plat Book 106, Page 69, at a common corner of the remainder of said original 161.25 acre tract and said Parcel 15-WD,

Thence North $83^{\circ} 56' 57''$ East, a distance of 832.65 feet, with a northerly line of the remainder of said original 161.25 acre tract and the south line of said "Haydens Crossing Section 2 Part 1", and "Haydens Crossing Section 3 Part 3", a subdivision of record in Plat Book 109, Page 8, to a 1" solid iron pin set at a southeasterly corner to Reserve "MM" of said "Haydens Crossing Section 3 Part 3", in the westerly right-of-way line of Holly River Avenue (62' right-of-way), of record in "Haydens Crossing Section 3 Part 1", a subdivision of record in Plat Book 106, Page 76;

EXHIBIT A

Page 1 of 2

36.964 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453 and being part of the remainder of the original 161.25 acre tract conveyed to Rings Farms, Ltd by deed of record in Instrument Number 199901050002791 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 5045, being in the centerline of Hayden Run Road, and being in the line common to said Virginia Military Survey Number 3453 and Virginia Military Survey Number 6366,

Thence North $06^{\circ} 37' 21''$ West, a distance of 1543.05 feet, with the easterly line of said Virginia Military Survey Number 3453, and the westerly lines of said Virginia Military Survey Number 6366 and Virginia Military Survey Number 6953, to a point at the common corner of the original 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160267534 and the 53.320 acre tract conveyed to Dominion Homes by deed of record in Instrument Number 200509230198943;

Thence North $83^{\circ} 00' 23''$ East, a distance of 205.33 feet, with the line common to said original 73.476 and 53.320 acre tracts, to a common corner of said 53.302 acre tract and the 2.268 acre tract conveyed to Dominion Homes Inc. by deed of record in Instrument Number 200411090257812;

Thence with the line common to said 53.320 and 2.268 acre tracts the following courses and distances:

With a curve to the right, having a central angle of $20^{\circ} 42' 26''$, a radius of 1060.00 feet, an arc length of 383.09 feet, and a chord which bears North $73^{\circ} 05' 11''$ East, a chord distance of 381.01 feet, to a point of tangency;

North $83^{\circ} 22' 17''$ East, a distance of 790.01 feet, to an iron pin set at the common corner of said 53.320 acre tract and the remainder of said original 161.25 acre tract, being the TRUE POINT OF BEGINNING;

Thence with the line common to said 53.320 acre tract and the remainder of said original 161.25 acre tract, the following courses and distances;

North $06^{\circ} 37' 38''$ West, a distance of 125.00 feet, to an iron pin set at a point of curvature;

With said curve to the left having a central angle of $11^{\circ} 23' 46''$, a radius of 326.92 feet, an arc length of 65.02 feet, and a chord which bears North $12^{\circ} 19' 31''$ West, a chord distance of 64.92 feet, to an iron pin set at a point of tangency;

North $18^{\circ} 01' 24''$ West, a distance of 18.18 feet, to an iron pin set at a point of curvature;

With said curve to the right having a central angle of $85^{\circ} 23' 48''$, a radius of 20.00 feet, an arc length of 29.81 feet, and a chord which bears North $24^{\circ} 40' 26''$ East, a chord distance of 27.13 feet, to an iron pin set at a point of tangency;

North $67^{\circ} 22' 15''$ East, a distance of 41.68 feet, to an iron pin set;

North $24^{\circ} 03' 20''$ West, a distance of 74.00 feet, to an iron pin set;

10.929 ACRES

- 2 -

Thence with said westerly right-of-way line and the boundary of said "Haydens Crossing Section 3 Part 1", the following courses and distances:

South 06° 03' 03" East, a distance of 558.80 feet, to a 1" solid iron pin set at a point of curvature;

With said curve to the right, having a radius of 20.00 feet, an arc length of 31.27 feet, a central angle of 89° 35' 28", and a chord which bears South 38° 44' 41" West, a chord distance of 28.18 feet, to an iron pin set in the northerly right-of-way line of said Hayden Run Road at a common corner of the remainder of said original 161.25 acre tract, said "Haydens Crossing Section 3 Part 1", and said Parcel 15-WD;

Thence with said northerly right-of-way and the line common to the remainder of said original 161.25 acre tract and Parcel 15-WD, the following courses and distances:

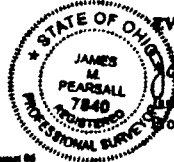
South 87° 15' 33" West, a distance of 90.93 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a radius of 1948.00 feet, an arc length of 126.44 feet, a central angle of 03° 43' 08", and a chord which bears South 85° 23' 59" West, a chord distance of 126.42 feet, to an iron pin set at a point of tangency;

South 83° 32' 25" West, a distance of 560.74 feet, to the TRUE POINT OF BEGINNING, containing 10.929 acres, more or less.

Iron pins set, where indicated, unless otherwise noted, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83 South Zone (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 2261 & FCGS 5043 having a bearing of North 83° 32' 25" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON AND TILTON, INC.

James M. Pearsall
James M. Pearsall
Professional Surveyor No. 7840

8/15/06

Date

0-110-H

Split

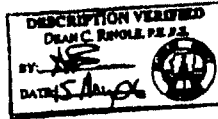
10.929 Acres

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MAP: jmm/August 06
10_929 ac 52691



36.964 ACRES

EXHIBIT A
REV 2 of 2

-2-

With a curve to the right having a central angle of 18° 00' 16", a radius of 753.00 feet, an arc length of 236.62 feet, and a chord which bears South 74° 56' 49" West, a chord distance of 233.65 feet, to an iron pin set at a point of tangency;

South 83° 56' 57" West, a distance of 530.69 feet, to an iron pin set;

North 06° 11' 33" West, a distance of 1215.71 feet, to an iron pin set in the southerly line of the original 73.782 acre tract conveyed to M/I Homes of Central Ohio, LLC by deed of record in Instrument Number 200401120007502;

Thence North 83° 02' 04" East, a distance of 709.13 feet, with the line common to said original 73.782 and 161.25 acre tracts, to the common corner of said tracts referenced by a 1/2 inch heat rebar found 1.91 feet East and 0.23 feet North;

Thence South 39° 15' 59" East, a distance of 1856.51 feet, with the line common to said original 161.25 acre tract and the New York Central Lines Tract, to an iron pin set at the common corner of the remainder of said original 161.25 acre tract and said 2.268 acre tract, and the original 93.195 acre tract conveyed to Dominion Homes Inc. by deed of record in Instrument Number 200409220221891;

Thence with the line common to said 2.268 acre tract and the remainder of said original 161.25 acre tract, the following courses and distances:

South 87° 15' 48" West, a distance of 883.93 feet, to an iron pin set;

South 83° 22' 17" West, a distance of 95.93 feet, to the TRUE POINT OF BEGINNING, containing 36.964 acres, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System per NAD83, South Zone (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88° 53' 20" East, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

James M. Pearsall
Professional Surveyor No. 7840

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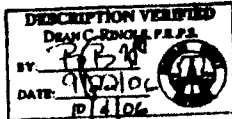


EXHIBIT A

BOUNDARY DESCRIPTION FOR 53.328 ACRES East of Coegray Road North of Hayden Run Road

Situated in the State of Ohio, County of Franklin, City of Columbus, Survey Numbers 3453 and 6953 and being out of the remainder of that 161.25 acre tract conveyed to Rings Farms, Ltd. of record in Instrument Number 199901050002791 and described as follows:

BEGINNING at an iron pin set in the common line to said Survey Numbers 3453 and 6953 and at a common corner to said 161.25 acre tract and that 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. of record in Instrument Number 200411160262334, said corner being North 06° 37' 21" West, with said common line to Survey Numbers 3453 and 6953, 1543.05 feet from Monument FCGS 5045 found in the centerline of Hayden Run Road;

thence South 06° 37' 21" East, with the common line to said 161.25 acre and 73.476 acre tracts, 102.74 feet to an iron pin set marking the most north corner to that 3.303 acre tract conveyed to Dominion Homes, Inc. of record in Instrument Number 200411090257812;

thence with the north parameter of said 3.303 acre tract, the following courses:

with a curve to the left, having a central angle of 06° 27' 17", a radius of 1060.00 feet and an arc length of 119.41 feet, a chord bearing and chord distance of South 47° 02' 18" West, 119.35 feet to an iron pin set at a point of tangency;

South 43° 48' 44" West, 208.59 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 33° 18' 00", a radius of 740.00 feet, and an arc length of 438.09 feet, a chord bearing and chord distance of South 60° 27' 44" West, 424.06 feet to an iron pin set at a point of compound curvature, in the east right-of-way line for Spring River Avenue as shown on Plat Book 106, Page 76;

thence with said east right-of-way line, the following courses:

with a curve to the right, having a central angle of 96° 50' 13", a radius of 20.00 feet and an arc length of 33.80 feet, a chord bearing and chord distance of North 54° 28' 10" West, 29.92 feet to an iron pin set at a point of tangency;

North 06° 03' 03" West, 145.57 feet to an iron pin set;

North 14° 55' 46" West, 94.07 feet to an iron pin set at the north terminus thereof;

thence with the east parameter of the remainder of that 56.694 acre tract conveyed to Dominion Homes, Inc. of record in Instrument Number 200409230223247, the following courses:

North 06° 03' 03" West, 517.81 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of North 38° 56' 57" East, 28.28 feet to an iron pin set;

North 06° 03' 03" West, 16.00 feet to an iron pin set;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42, a chord bearing and chord distance of North 51° 03' 03" West, 28.28 feet to an iron pin set at a point of tangency;

North 06° 03' 03" West, 55.00 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of North 38° 56' 57" East, a 28.28 feet to an iron pin set;

BOUNDARY DESCRIPTION FOR
53.328 ACRES

-Page 2-

North 06° 03' 03" West, 54.00 feet to an iron pin set;

South 83° 56' 57" West, 4.00 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of North 51° 03' 03" West, 28.28 feet to an iron pin set at a point of tangency;

North 06° 03' 03" West, 668.00 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of North 38° 56' 57" East, a 28.28 feet to an iron pin set;

North 06° 03' 03" West, 48.00 feet to an iron pin set;

with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet and an arc length of 31.42 feet, a chord bearing and chord distance of North 51° 03' 03" West, 28.28 feet to an iron pin set at a point of tangency;

North 06° 03' 03" West, 84.00 feet to an iron pin set at a point of curvature;

with a curve to the right, having a central angle of 53° 07' 49", a radius of 20.00 feet and an arc length of 18.55 feet, a chord bearing and chord distance of North 20° 30' 51" East, 17.89 feet to an iron pin set marking the northeast corner thereof, in a south line of the remainder of that 73.782 acre tract conveyed to M/T Homes of Central Ohio, LLC of record in Instrument Number 200401120007582;

thence with the common perimeter of said 161.25 acre and said 73.782 acre tracts, the following courses;

North 83° 56' 57" East, 676.00 feet to an iron pin set;

North 05° 45' 57" West, 184.99 feet to an iron pin set;

North 83° 02' 04" East, 614.16 feet to an iron pin set;

thence across said 161.25 acre tract, the following courses;

South 06° 11' 33" East, 1215.71 feet to an iron pin set;

North 83° 56' 57" East, 530.69 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of 18° 00' 16", a radius of 753.00 feet and an arc length of 236.62 feet, a chord bearing and chord distance of North 74° 56' 49" East, 235.65 feet to an iron pin set;

South 24° 03' 20" East, 74.00 feet to an iron pin set;

South 67° 22' 15" West, 41.68 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of 83° 23' 48", a radius of 20.00 feet and an arc length of 29.81 feet, a chord bearing and chord distance of South 24° 40' 26" West, 27.13 feet to an iron pin set at a point of tangency;

South 18° 01' 24" East, 18.18 feet to an iron pin set at a point of curvature;

BOUNDARY DESCRIPTION FOR
53.320 ACRES

-Page 3-

with a curve to the right, having a central angle of $11^{\circ} 23' 46''$, a radius of 326.92 feet and an arc length of 65.02 feet, a chord bearing and chord distance of South $12^{\circ} 19' 31''$ East, 64.92 feet to an iron pin set at a point of tangency;

South $06^{\circ} 37' 38''$ East, 125.00 feet to an iron pin set in a north line of that 2.268 acre tract as shown in said deed to Dominion Homes, Inc. of record in Instrument Number 200411090257812;

thence with the north perimeter of said 2.268 acre tract, the following courses:

South $83^{\circ} 22' 17''$ West, 790.01 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $20^{\circ} 42' 26''$, a radius of 1060.00 feet and an arc length of 383.09 feet, a chord bearing and chord distance of South $73^{\circ} 05' 11''$ West, 381.01 feet to an iron pin set marking the most west corner thereof, in the north line to said 73.476 acre tract;

thence South $83^{\circ} 00' 23''$ West, with a common line to said 161.25 acre and 73.46 acre tracts, 205.33 feet to the POINT OF BEGINNING. Containing 53.320 acres, more or less, from Auditor's Parcel 010-265636.

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

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

All references refer to the records of the Recorder's Office, Franklin County, Ohio.

Bearings are based on the Ohio State Plane Coordinate System per NAD83, South Zone. Control for bearings was from coordinates of monuments FCGS 1876 and FCGS 2221, having a bearing of North $88^{\circ} 53' 20''$ East, as established by the Franklin County Engineering Department.



EVANS, MECHEWART, RAMBLETON & TILTON, INC.

Edward J. Miller
Registered Surveyor No. 8250

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Split
53.320 ACRES
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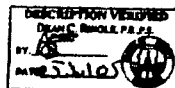


EXHIBIT A

73.782 Acres

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey Nos. 3453 and 6953 and being all of the 15.45, 35.20 and 23.19 acre tracts conveyed as Parcel 2, First Tract, Parcel 2, Second Tract and Parcel 2, Third Tract, respectively, to Betty S. Patch by deed of record in Deed Book 3684, Page 607, (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 No. 2261 marking the centerline intersection of Hayden Run Road and Cosgray Road;

The following three (3) courses and distances along said centerline of Cosgray Road:

1. Thence North $05^{\circ} 54' 49''$ West, a distance of 1391.29 feet, to a railroad spike found;
2. Thence North $05^{\circ} 51' 11''$ West, a distance of 542.91 feet, to a magnetic nail set at a common corner of said 15.45 acre tract and the 161.25 acre tract conveyed to Rings Farms Ltd. by deed of record in Instrument No. 199901050002791. Said magnetic nail set being the TRUE POINT OF BEGINNING of the herein described tract;
3. Thence continuing North $05^{\circ} 51' 11''$ West, a distance of 983.92 feet, along the westerly lines of said 15.45 and 35.20 acre tracts, to a magnetic nail set at a common corner of said 35.20 acre tract and the 64.12 acre tract conveyed to Floyd and Mary Miller by deed of record in Deed Book 3679, Page 838;

Thence North $84^{\circ} 17' 01''$ East, a distance of 2267.91 feet, along the northerly line of said 35.20 acre tract and southerly line of said 64.12 acre tract, to an iron pin set in the westerly line of said 23.19 acre tract at a common corner of said 35.20 and 64.12 acre tracts;

Thence North $05^{\circ} 45' 57''$ West, a distance of 222.23 feet, along the westerly line of said 23.19 acre tract and easterly line of said 64.12 acre tract, to an iron pin set at a common corner of said 23.19 acre tract and the 8.33 acre tract conveyed to Floyd and Mary Miller by deed of record in Deed Book 3679, Page 838;

Thence North $83^{\circ} 57' 54''$ East, a distance of 672.11 feet, along the northerly line of said 23.19 acre tract and southerly line of said 8.33 acre tract, to an iron pin set in the Conrail Railroad right-of-way at a common corner of said 23.19 and 8.33 acre tracts;

Thence South $39^{\circ} 15' 59''$ East, a distance of 1179.28 feet, along the easterly line of said 23.19 acre tract and westerly Conrail Railroad right-of-way, to a point, referenced by a bent $\frac{1}{8}''$ Rebar found 0.23 feet south and 1.91 feet east, at a common corner of said 23.19 and 161.25 acre tracts;

The following three (3) courses and distances along the northerly lines of said 161.25 acre tract:

1. Thence South $83^{\circ} 02' 04''$ West, a distance of 1323.29 feet, along the southerly line of said 23.19 acre tract, to an iron pin set at a common corner of said 23.19, 35.20 and 15.45 acre tracts;

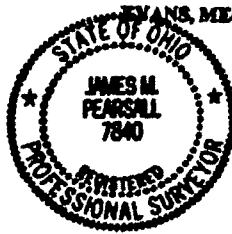
2. Thence South 05° 45' 57" East, a distance of 184.99 feet, along the easterly line of said 15.45 acre tract, to an iron pin set at the southeasterly corner of said 15.45 acre tract;
3. Thence South 83° 56' 57" West, a distance of 2266.45 feet, along the southerly line of said 15.45 acre tract, to the TRUE POINT OF BEGINNING. Containing 73.782 acres, more or less, of which 0.678 acres lies within the existing Cosgray Road right-of-way, leaving a net acreage of 73.104 acres, more or less.

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

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

The bearings in the above description are based on the Ohio State Plane Coordinate System - South Zone as per NAD83. Control for bearings was from coordinates of monument Nos. FCGS 8876 and FCGS 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



James M. Pearsall 5/17/03
 James M. Pearsall Date
 Registered Surveyor No. 7840

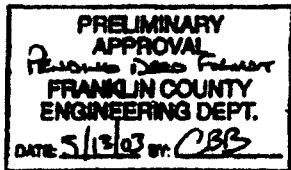


EXHIBIT "A"

TRACT 1:

73.476 ACRES

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey No. 3453 and being part of the original 104 acre tract conveyed to Kermit C. & Dorothy A. Grener by deed of record in Deed Book 898, Page 543, (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 No. 5179 and being referenced by Franklin County Geodetic Survey Monument No. 5045 at a bearing and distance of North 49° 24' 38" West 202.82 feet, marking the centerline intersection of Hayden Run Road and Leppert Road;

Thence North 49° 24' 38" West, a distance of 202.82 feet, with said centerline of Hayden Run Road, to Franklin County Geodetic Survey monument No. 5045 found in the westerly line of said original 104 acre tract and at the southerly corner of the 1.837 acre tract conveyed to Bryce A. & Julie L. Oliver by deed of record in Official Record 11082 D02;

Thence North 06° 37' 21" West, a distance of 58.89 feet, across said Hayden Run Road right-of-way and with said westerly line of original 104 acre tract and easterly line of said 1.837 acre tract, to an iron pin set in the northerly right-of-way line of said Hayden Run Road at the northwesterly corner of the 4.4164 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, said iron pin being the TRUE POINT OF BEGINNING of the herein described tract;

Thence continuing North 06° 37' 21" West, a distance of 1484.27 feet, with said westerly line of original 104 acre tract and easterly lines of said 1.837 acre tract, the 2.862 acre tract conveyed to Ruth A. Dalessandro by deed of record in Instrument No. 200303250085433, the 3.847 acre tract conveyed to Fayce F. Bekheit & Sonia G. Bishara by deed of record in Official Record 26841 H08 and the 161.25 acre tract conveyed to Rings Farm Ltd. by deed of record in Instrument No. 199901050002791, to an iron pin set at the northwesterly corner of said original 104 acre tract;

Thence North 83° 00' 23" East, a distance of 1465.28 feet, with a line common to said original 104 and 161.25 acre tracts, to a 1" iron pipe found at a common corner of said original 104 acre tract and the 93.195 acre tract conveyed to Dominion Homes, Inc. by deed of record in Instrument Number 200409220221891;

Thence South 05° 45' 39" East, a distance of 1476.72 feet, with the line common to said original 104 and 92.82 acre tracts, to a 3/4" iron pipe found at a common corner of said 93.195 acre tract and the 18.194 acre tract conveyed to John G. Kramer by deed of record in Official Record 04868 C01;

Thence South 06° 05' 54" East, a distance of 1284.62 feet, with the line common to said original 104 and 18.194 acre tracts, to an iron pin set in the aforesaid northerly right-of-way line of Hayden Run Road at the southwesterly corner of said 18.194 acre tract and northeasterly corner of said 4.4164 acre tract;

The following eight (8) courses and distances with said northerly right-of-way line of Hayden Run Road and said 4.4164 acre tract and across said original 104 acre tract:

1. Thence North 69° 35' 23" West, a distance of 265.10 feet, to an iron pin set at a point of curvature;
2. Thence with the arc of said curve to the right having a central angle of 10° 19' 40", a radius of 1597.02 feet, and a chord bearing N 64° 25' 33" West, a chord distance of 287.48 feet, to an iron pin set;

EXHIBIT "A"

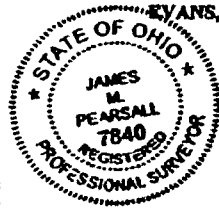
73.476 Acres

3. Thence North 51° 38' 35" West, a distance of 97.75 feet, to an iron pin set;
4. Thence North 55° 49' 38" West, a distance of 176.64 feet, to an iron pin set;
5. Thence North 48° 20' 39" West, a distance of 268.62 feet, to an iron pin set;
6. Thence North 45° 35' 47" West, a distance of 150.33 feet, to an iron pin set;
7. Thence North 53° 41' 59" West, a distance of 200.56 feet, to an iron pin set;
8. Thence North 49° 24' 38" West, a distance of 484.07 feet, to the TRUE POINT OF BEGINNING. Containing 73.476 acres, more or less.

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

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

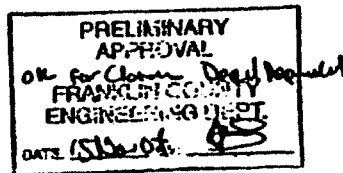
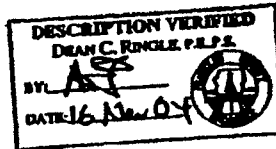
The bearings in the above description are based on the Ohio State Plane Coordinate System - South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monument Nos. FCGS 8876 and FCGS 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.
James M. Pearsall 11/15/04
 James M. Pearsall Date
 Registered Surveyor No. 7840

JMP:MB/Nov 11, 04
73.476 acres 48086

0-110-L
 Split
 73.476 Acres
 out of
 485-266723
 Annexed from
 277-266723



TRACT 2:

18.246 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey Number 3453, being the remainder of the 18.3 acre tract conveyed to John G. Kramer by deed of record in Official Record 4868C01, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at Franklin County Geodetic Survey Monument No. 8876, and being referenced by Franklin County Geodetic Survey Monument No. 5228 at a bearing and distance of South 69° 35' 23" East 755.91 feet, at an angle point in the centerline of Hayden Run Road;

Thence North 69° 35' 23" West, a distance of 179.59 feet, along said centerline and said common line, to a magnetic nail set in the easterly line of the 100 acre tract conveyed to Kermit C. and Dorothy A. Grener by deed of record in Deed Book 898 Page 543, at a corner common to said 18.3 acre tract and the 4.752 acre tract conveyed to Juanita J. Huffman by deed of record in Deed Book 2882 Page 415;

Thence North 06° 05' 54" West, a distance of 1329.32 feet, along the line common to said 18.3 and 100 acre tracts, to a 3/4" iron pin found at a corner common to said 18.3 acre tract and the 93.195 acre tract conveyed to Dominion Homes, Inc. by deed of record in Instrument Number 200409220221891;

Thence North 83° 10' 21" East, a distance of 627.25 feet, along the line common to said 18.3 and 93.195 acre tracts, to a 3/4" iron pin found at a corner common to said 18.3 and 93.195 acre tracts;

Thence South 06° 06' 28" East, a distance of 1143.51 feet, along an easterly line of said 18.3 acre tract, and along the westerly lines of said 93.195 acre tract and the 6.55 acre tract conveyed to Steven L. Cordle by deed of record in Official Record 28557H20, to a 3/4" iron pin found at the northeasterly corner of the 2.835 acre tract conveyed to Curtis M. Benzle by deed of record in Official Record 29013E16;

Thence South 88° 12' 51" West, a distance of 312.93 feet, along a line common to said 18.3 and 2.835 acre tracts, to an iron pin set;

Thence South 05° 34' 29" East, a distance of 351.75 feet, (passing an iron pin found at 319.99 feet) along a line common to said 18.3 and 2.835 acre tracts, to a magnetic nail set in aforesaid centerline of Hayden Run Road;

Thence North 76° 23' 07" West, a distance of 160.85 feet, along said centerline, to the Point of Beginning. Containing 18.246 acres of land, more or less.

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

18.246 Acres

- 2 -

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

The bearings in the above description are based on the Ohio State Plane Coordinate System - South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of FCGS monument Nos. 8876 and 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

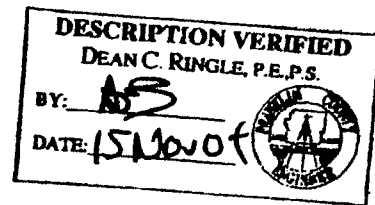
EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMP:hllr/Nov 12, 04
18_246 ac 40086.doc



James M. Pearsall 11/15/04
James M. Pearsall Date
Registered Surveyor No. 7840

0-110-L
All of
(485)
267763



2.311 ACRES

Situated in the State of Ohio, County of Franklin, Township of Washington, Virginia Military Survey No. 6366, being a part of the 4.800 acre tract conveyed to Huntington Tower Associates by deed of record in Instrument Number 200502040022139, and the 36.030 acre tract conveyed to West Leppert Investments, LLC by deed of record in Instrument Number 200507180140634, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING in the westerly line of the 0.1298 acre tract conveyed as Parcel 24WD1 to Franklin County Commissioners by deed of record in Official Record 19678 A01, at a common corner of said 4.800 and 36.030 acre tracts;

Thence South $06^{\circ} 41' 17''$ East, a distance of 142.61 feet, with the line common to said 4.800 and 0.1298 acre tracts, to a point on a curve in the westerly right-of-way line of Leppert Road;

Thence with the arc of said curve to the left, having a central angle of $18^{\circ} 43' 17''$, a radius of 300.00 feet, an arc length of 98.03 feet, and a chord which bears South $17^{\circ} 30' 29''$ West, a chord distance of 97.59 feet, with the easterly line of said 4.800 acre tract, and said westerly right-of-way line, to a point;

Thence South $06^{\circ} 41' 17''$ East, a distance of 78.57 feet, continuing with said easterly line and said westerly right-of-way line, to a point;

Thence across said 4.800 and 36.030 acre tracts, the following courses and distances:

North $83^{\circ} 32' 52''$ West, a distance of 130.80 feet, to a point;

North $49^{\circ} 24' 28''$ West, a distance of 291.84 feet, to a point;

North $40^{\circ} 35' 32''$ East, a distance of 325.57 feet, to a point in the southerly right-of-way line of Hayden Run Road;

Thence South $49^{\circ} 24' 28''$ East, a distance of 184.60 feet, with the northerly line of said 36.030 acre tract, and said southerly right-of-way line, to a point on a curve at a northeasterly corner of said 36.030 acre tract;

Thence with the arc of said curve to the right, having a central angle of $05^{\circ} 35' 13''$, a radius of 197.15 feet, and arc length of 19.22 feet, and a chord which bears South $09^{\circ} 28' 29''$ East, a chord distance of 19.22 feet, with an easterly line of said 36.030 acre tract, to the POINT OF BEGINNING, containing 2.311 acres of land, more or less.

This description was prepared using documents of record, is for zoning purposes only, and is not to be used for deed transfer.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

EXHIBIT B
SUPPLEMENTAL DECLARATION
OF
COVENANTS, RESTRICTIONS AND AGREEMENTS
FOR
THE HAYDEN RUN COMMUNITY DEVELOPMENT AUTHORITY

THIS _____ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR THE HAYDEN RUN COMMUNITY DEVELOPMENT AUTHORITY (the "_____ Supplemental Declaration") is made as of the ____ day of _____, _____, by [OWNER NAME, type of entity (the "Owner")], the City of Columbus, Ohio (the "City").

WHEREAS on _____, 2007, that certain Amended and Restated Declaration of Covenants, Restrictions and Agreements for the Hayden Run Community Development Authority in the City of Columbus, Ohio (the "Declaration") was recorded at _____ in the office of the Recorder of Franklin County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, Additional Property (as that term is defined in the Declaration) may be subjected to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the "Restrictions"); and

WHEREAS, the Owner, as the owner of a _____ acre tract of real property located in _____ County, Ohio, more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

[WHEREAS, the undersigned City hereby determines pursuant to the terms of Section 2.01 of the Declaration to permit _____ to become a party to the Declaration as an Additional Private Developer;]

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner and the City hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefore, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

