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CLERMONT CO. RECORDER  
BATAVIA, OHIORevision 10/22/97  
Revision 11/10/97  
Revision 11/19/97  
Revision 01/29/98**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AND RESERVATION OF EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 1998, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") under the following circumstances:

**WITNESSETH:**

WHEREAS, the Declarant is the owner of that certain real property located in Pierce Township, Clermont County, Ohio, which is more particularly described in Exhibit A attached hereto and referred to hereafter as "Legendary Run"; and

WHEREAS, the Declarant intends to improve that real property described in Exhibit B (the "Property") as the initial increment of the Legendary Run Community by subdividing and constructing various on and off site improvements and either by itself or in conjunction with other builders developing residential projects within the Legendary Run Community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in Legendary Run and for the maintenance of Common Areas and Community Facilities; and to this end, desires to subject the real property described in Exhibit B hereof to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, the Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, the remainder or any portion of Legendary Run and such other property as Declarant may acquire from time to time or wishes to subject to the terms of this Declaration; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Areas and Community Facilities and administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created;

WHEREAS, the Declarant has formed Legendary Run Community Association, Inc., a non-profit Ohio Corporation (the "Association") for the purpose of carrying out the aforesaid powers and duties; and

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit B and such other property as shall be subjected to the provisions hereof pursuant to

Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land comprising Legendary Run and be binding on all parties having any right, title, or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I

### DEFINITIONS

**Section 1. Definitions.** The following words when used in this Declaration shall have the following meanings:

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of State of Ohio, incorporating the Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles is attached hereto as Exhibit C and made a part hereof.

(b) "Association" shall mean and refer to Legendary Run Community Association, Inc., and its successors and assigns.

(c) "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

(d) "By-Laws" shall mean the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Ohio Revised Code. A true copy of the By-Laws is attached hereto as Exhibit D and made a part hereof.

(e) "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned or leased to the Association for the benefit, use and enjoyment of its Members, including, initially, the property described in Exhibit E attached hereto, and shall also include any easements or other rights over real property adjacent to or near the Legendary Run Property which easements or other rights are created for the benefit of the Association or the Owners.

(f) "Conservation Easement" shall mean and refer to the Grant of Conservation Right in the Form of an Easement dated February 14, 1997, recorded in Book 0870, Page 485 of the Clermont County, Ohio Records, a copy of which is attached hereto as Exhibit I.

(g) "Declarant" shall mean and refer to Traditions Investments-Pierce, Inc., and its successors and assigns.

(h) "Development" shall mean and refer to the Property and all improvements located or constructed thereon and any other portions of Legendary Run or any other property submitted to the provisions hereof pursuant to Article II and all improvements located thereon.

(i) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the day twenty (20) years after such date.

(j) "Golf Course" shall mean the golf course located on the real property adjacent to Legendary Run owned by McCaw Investment Ltd., an Ohio limited liability company ("McCaw") which real property is subject to the "Golf Course Covenants" set forth in Exhibit H.

(k) "Living Unit" shall mean and refer to any building or portion thereof situated upon a Lot designated and intended for use and occupancy as a residence by a single family located within the Development.

(l) "Lot" shall mean and refer to any separate parcel of land shown upon any recorded subdivision plat within the Development or recorded re-subdivision thereof with the exception of the Common Areas and Community Facilities.

(m) "Members" shall mean the Owners who are members of the Association as provided in Article III hereof.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or undeveloped tract which is a part of Legendary Run, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(o) "Storm Water Facilities" shall mean and refer to storm sewers, storm sewer swales, streams, ditches, catch basins, drainage lines, manholes and retention and detention basins situated on storm sewer easements or private drainage easements encumbering certain of the Lots as designated on the record plat or plats for Legendary Run, for the common use and enjoyment of the Owners.

(p) "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot including but not limited to a Living Unit.

(q) "Township" shall mean and refer to the Board of Trustees of Pierce Township, Clermont County, Ohio, together with their successor corporate authorities and agents.

(r) "Trustee" and "Trustees" shall mean that person or those persons serving, at the pertinent time, in the capacity of a member of the Board of Trustees of the Association.

**ARTICLE II**  
**PROPERTY DEVELOPMENT**

**Section 1. Property Subject to Declaration.** The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Pierce Township, Clermont County, Ohio, and is more particularly described in Exhibit B attached hereto.

**Section 2. Additional Development.** Declarant reserves the right to subject the remainder or any part of the Legendary Run to the provisions of this Declaration. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the Development, and the remainder of the Legendary Run Property shall remain wholly free from any covenant or restriction herein contained until annexed as hereinafter provided, but Declarant may subject the remainder of the Legendary Run Property to this Declaration in phases, with each such phase being subjected to this Declaration immediately upon the filing for record of the final subdivision plat for each such phase.

**Section 3. Annexation of Additional Property.** During the Development Period, the Legendary Run Property and any other property may be annexed to the Development by the Declarant without the assent of the Members of the Association. After the Development Period expires such additional property may be annexed only with the consent of fifty-one (51%) percent of the Class A Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Legendary Run Property. The scheme of this Declaration shall not, however, be extended to include any such additional property unless and until the same is annexed to the Development as hereinafter provided.

Any annexations made pursuant to this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Clermont County, Ohio, which supplementary declaration shall extend the scheme of the within covenants, conditions, restrictions and easements to such annexed property. Such supplementary declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Legendary Run Development.

**ARTICLE III**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Members.** Every Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot or tract

of the undeveloped Legendary Run Property. During the Development Period, the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). Upon the expiration of the Development Period, the Class B membership shall terminate and Declarant, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

## **Section 2. Voting Members.**

(a) With the exception of Declarant until the Class B membership has lapsed and becomes a nullity, every person, group of persons or entity who is an Owner of a fee interest in any Lot which is or becomes subject to assessment by the Association, shall be a Class A Member of the Association. Class A Members shall be entitled to a total of one vote per Lot in which they hold the fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be Declarant provided, however, that the Class B membership shall terminate upon the expiration of the Development Period.

(c) At such time as Class B membership shall terminate, Declarant shall be deemed a Class A Member with reference to the Lot or Lots in which Declarant holds the fee interest and Declarant shall be entitled to the voting and all other rights of a Class A Member.

## **ARTICLE IV**

### **ASSESSMENTS**

**Section 1. Covenant for Assessments.** Declarant, for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration), and each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments (collectively the "Assessments"); the Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the Lot of such Owner and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

**Section 2. Annual Assessments, Purposes.** The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners and for protecting, advancing and promoting the environmental concept of the Development and preserving the aesthetic and scenic qualities of the Development. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and, at the discretion of the Association, the areas for which the Annual Assessment may be used may include any entrance roads or adjoining roads or areas, boundary walls, landscaping areas or other public amenities, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. The Annual Assessment may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees shall fix the Annual Assessment after approving the following year's budget. The Annual Assessment shall be fixed at a uniform rate based upon the number of Living Units.

**Section 3. Individual Assessments.** In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that to be provided by the Association, then the Association, after approval by a sixty-six and two-thirds percent (66-2/3%) vote of all Members of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the premises and any improvements thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorneys' fees, court costs, or other expenses incurred to obtain access to the subject Lot or Living Unit) shall be added to and become part of the total Assessment to which such Lot is subject.

**Section 4. Special Assessments.** In addition to the Annual Assessments authorized by this Article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas or Community Facilities shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A Members and during the Development Period, the vote of the Class B Member. Any Special Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special

Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The Special Assessment may be billed in advance on a monthly, quarterly or annual basis.

**Section 5. Commencement of Assessments.** The Annual Assessments shall commence on the first day following the conveyance of the particular Lot from the Developer. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the Assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

**Section 6. Assessment of Declarant.** Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, Declarant, while it is a Class B Member, shall not be required to pay Assessments.

**Section 7. Assessment of Zaring Homes, Inc.** Declarant has entered into a contract with Zaring Homes, Inc. ("Zaring") for the bulk purchase of developed Lots. During the Development Period, Zaring shall be responsible for Annual Assessments charged against their Lot(s). However, Zaring's Annual Assessments shall be limited to 50% of the regular Annual Assessment, not to exceed \$30.00 per month per Lot, until a home is constructed on the Lot and sold.

**Section 8. Assessment Certificates.** The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for the Assessments, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessments, i.e., whether the same are paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed Ten (\$10.00) Dollars may be levied in advance by the Association for each certificate so delivered.

**Section 9. Non-Payment of Assessment.** Any Assessment levied pursuant to this Declaration which is not paid on the date when due together with interest thereon and cost of collection thereof, shall become a continuing lien upon the Lot, and shall be the personal obligation of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (except as a lien against the Lot) unless expressly assumed by such successors with the consent of the Association.

If the Assessments are not paid within fifteen (15) days after the due date, the Assessments shall bear interest at the rate of the lesser of the then "Prime Rate" announced by the bank selected by the Association plus four percent (4%) or the maximum rate permitted by law (the "Default Rate"), and the Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of the Assessments. No Owner shall waive or otherwise escape liability for the Assessments by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Living Unit.

In addition to the Default Rate provided above, the Board of Trustees in its discretion, may establish a reasonable late charge to be paid in the event of any Assessment that is not paid within fifteen (15) days after its due date, provided that such late charge shall not exceed a sum equal to ten percent (10%) of the amount of the Assessment which is delinquent by fifteen (15) days.

**Section 10. Subordination of Lien to Mortgage.** The lien of the Assessments shall be subordinate to the lien of any first mortgage on any Lot, including any first mortgage from Declarant to any lender. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to any payment which becomes due prior to such sale or transfer.

## **ARTICLE V**

### **INSURANCE**

**Section 1. Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and Community Facilities, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than five hundred thousand dollars (\$500,000.00) per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in

construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

**Section 2. Other Insurance.** In addition, the Association may obtain and maintain casualty insurance, Trustees' and Officers' liability insurance and such other insurance as the Board deems desirable from time to time.

**Section 3. Insufficient Insurance.** In the event the improvements forming a part of the Lots, Common Areas or Community Facilities or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which the amount was so advanced, and such Assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

**Section 4. Service Agreement Covenants.** As required by Section 9 of a certain Service Agreement between the Township and Declarant dated February 14, 1997 and recorded in Official Record Book 870, Page 595 of the Clermont County, Ohio Records, each Owner shall cause to be maintained insurance coverage on their Living Unit and any other improvements on their Lot or any replacement or substitutions therefore against loss by fire and extended coverage perils and loss by such other insurable hazards as may from time to time be commonly insured against in the case of premises similarly situated (or as may be required by Owner's mortgagee) in such amounts as would ordinarily be carried by a reasonably prudent Owner.

## **ARTICLE VI**

### **COMMITTEES**

**Section 1. Finance and Budget Committee.** The Board of Trustees may appoint a Finance and Budget Committee composed of Members as set forth in the By-Laws of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of Trustees. The Committee shall also determine the needs, repairs and monetary requirements for the property subject to the Annual Assessment for the following year and make recommendations to the Board of Trustees as to the type of work to be performed by the Association for the following year consistent with the purposes of the Annual Assessment. The

Committee shall further have such additional duties as may be assigned to it from time to time by the Board of Trustees.

**Section 2. Design Review Committee.** A Design Review Committee has been established pursuant to the Building Design Review Criteria for proposed Planned Golf Development Community ("BDRC") dated February 12, 1997 and recorded in Book 0870, Page 700 of the Clermont County, Ohio Records, a copy of which is attached hereto as Exhibit F and made a part hereof. The Design Review Committee shall be composed of three (3) Members. During the Development Period, two (2) of the Members shall be selected by the Declarant and one (1) of the Members by Pierce Township. Persons appointed to the Design Review Committee by the Declarant and the Pierce Township Trustees (the "Township") need not be Owners.

## ARTICLE VII

### DESIGN REVIEW

**Section 1. Design Review Criteria.** In order to facilitate development of Legendary Run, the BDRC have been made a part of all contracts for the sale of Lots between Declarant and third parties. Construction of a Living Unit including building design, exterior materials, site plans, landscaping plans and color combinations must be submitted to and approved in writing, as to harmony of external design, color and location in relation to the surrounding Structures and topography, by the Design Review Committee. By way of example, written approval of the Design Review Committee is required for tree removal, grading, additions, exterior staining/painting, construction of basketball goals, play sets, dog houses, swimming pools, fences and all other Structures.

**Section 2. Submission of Plans and Specifications.** No Structure on any Lot shall be remodeled or altered in any way which materially changes the exterior appearance thereof, involves the erection of a new Structure or otherwise increases the area under roof of any Structure (including garage area) unless detailed Plans and Specifications therefor shall have been submitted to and approved in writing by the Design Review Committee. Such Plans and Specifications shall be in such form and shall contain such information as the Design Review Committee may reasonably require.

**Section 3. Approval of Plans and Specifications.** The Design Review Committee shall approve any Plans and Specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot if it finds that they (a) comply with the requirements of this Article and (b) conform to the BDRC then in effect and any additional standards or policies, consistent with the BDRC, promulgated by the Declarant, the Board, or the Design Review Committee. Upon final approval thereof, a copy of the detailed Plans and Specifications shall be deposited for

permanent record with the Design Review Committee. Approval by the Design Review Committee of detailed Plans and Specifications with respect to any Lot shall not impair the right of the Design Review Committee to approve a requested amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article and the BDRC then in effect). The Township has agreed not to issue a zoning certificate for any structure until the Design Review Committee has approved the Plans and Specifications for such structure.

**Section 4. Disapproval of Plans and Specifications.** If Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Design Review Committee with respect to any Lot do not comply with the requirements of this Article or the BDRC as to the information required to be included in the Plans and Specifications, the Design Review Committee shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Design Review Committee may deem necessary to achieve compliance.

**Section 5. Rules, Regulations and Policy Statements.** The Board may, from time to time, adopt, amend, and enforce reasonable rules and regulations pertaining to its and the Design Review Committee's authorized duties and activities under this Declaration, and may, from time to time, issue statements of policy with respect to Plans and Specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Board shall file in its records a copy thereof, certified by an officer of the Association to be a true and complete copy, and the same shall become effective on the date of such filing. No rule, regulation or policy statement or any amendment thereof, shall operate to revoke any detailed Plans and Specifications theretofore approved by the Design Review Committee.

The Board shall maintain a copy of the rules, regulations and policy statements and of each amendment thereof as a permanent record and shall make copies thereof available to any interested person at a reasonable cost.

**Section 6. Completion of Improvements pursuant to Approval Plans and Specifications.** Upon receiving notice from any Owner of the completion of any Structure or alteration to such Structure, the Design Review Committee shall cause the Structure to be inspected by a member of the Design Review Committee or by any authorized officer, employee or agent of the Association to verify that the Structure has been completed in accordance with the approved Plans and Specifications. Upon determination that the Structure has been completed in accordance with the approved Plans and Specifications, the Design Review Committee, through one of its members or any authorized officer, employee or agent of the Association shall issue a Certificate of Completion indicating that the structure or alteration to the Structure has been completed in accordance with the approved Plans and Specifications. Any such Certificate of Completion may be a conditional Certificate of Completion, indicating compliance with the approved Plans and Specifications but specifying that certain items still need to be completed, if such items are temporarily unable to be completed due to inclement weather or other reasons beyond the reasonable control of the Owner requesting the Certificate of Completion and if the

Design Review Committee is provided with evidence, satisfactory to the Design Review Committee, that such uncompleted items will be completed promptly when circumstances permit. The Township reserves the right not to issue a Certificate of Occupancy for any structure until such time as the Certificate of Completion or conditional Certificate of Completion has been issued for such Structure pursuant to this Article 7.

**Section 7. Violations.** If any Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed Plans and Specifications, the Design Review Committee shall certify a default to the Owner of the Lot involved, provided, however, that the Design Review Committee may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the BDRC and any other policies of the Design Review Committee.

**Section 8. Right of Entry.** The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

**Section 9. Fees.** The Board may charge reasonable fees for the processing of Plans and Specifications. Such fees shall cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

**Section 10. Approval - Not a Guarantee.** No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Township, the Association, nor the Design Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications. No issuance of a Certificate of Completion pursuant to Article 7 shall be deemed to guarantee or imply that the necessary certificate of occupancy or other governmental approvals or permits will be issued for the Structure in question.

## ARTICLE VIII

### USE RESTRICTIONS

**Section 1. Prohibited Uses and Nuisances - All Living Units and Lots.** Except for activities of Declarant during the Development Period, the following provisions shall apply to all Living Units and Lots:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Living Unit located in the Development, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Legendary Run.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit located in the Development, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain outside any Living Unit except on days of trash collection.

(e) In order to facilitate the free movement of vehicles, no automobiles belonging to an Owner or other resident of a Living Unit shall be parked on the paved portion of any common driveway or private street, except during bona fide temporary emergencies.

(f) No sound hardwood trees or shrubbery shall be removed from any Common Areas or Community Facilities without the written approval of the Association acting through its Board of Trustees or duly appointed committee.

(g) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction

or flow of any drainage channels. Any structure, planting or other material which represents a safety problem (e.g. sight restriction) shall be removed at Owner's expense.

(h) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may, from time to time, be adopted by the Board of Trustees and promulgated among the Members by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt or amend such rules.

(i) Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g., family room(s), bedroom(s), recreation room(s), etc.). There shall be a garage required for each detached Living Unit.

(j) No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, and for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot without the specific approval of Declarant or the Association. ✓

(k) Except as otherwise provided herein, no junk vehicles, commercial vehicles, trailers, boats, trucks of more than one ton, Structures of a temporary character, recreational vehicles, trailers, tents, shacks, barns or temporary or permanent outbuildings, excepting doghouses not maintained for commercial purposes and approved by the Design Review Committee, shall be kept or used upon the Lots or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, Declarant, the builder of a Living Unit and their contractors may, for the purpose of business use in connection with the development of the Lots or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

(l) No signs, letters, numbers, symbols, markings or illustrations shall be erected, posted, attached, or displayed upon, or on any Lot or Living Unit except:

- (i) street and identification signs installed by the Association or Declarant;
- (ii) one temporary sign, approved by Declarant, informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed six square feet in area and must be erected upon the real estate to which it refers;
- (iii) a post office house number for designation of home location; and

- (iv) non-commercial signs that are in accordance with the Township's Ordinances.

No sign, name plate or postal house number shall be animated. This subsection shall not apply to Declarant as long as it is a Class B member, or at any time, to a sign, placed by or on behalf of Declarant, advertising or marketing The Development or any part therein.

(m) Subject to the requirements of the Federal Telecommunications Act of 1996, no outside television or radio aerial or antenna, or other aerial or antenna for reception or transmission, or satellite dish shall be erected, placed on, maintained or allowed to remain on any Lot or Living Unit, without the consent of the Design Review Committee, which will typically require that any such structure be no greater than two (2) feet in height, diameter or width and be encased within appropriate screening.

(n) The covenants and restrictions set forth in Sections 1(a) through (n) pertaining to Living Units and Lots may be altered, amended or rescinded, in full or in part by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members. Notwithstanding the foregoing to the contrary, no alteration, amendment, or rescission described in the preceding sentence shall be effective during the Development Period unless the same receives the approval of the Design Review Committee.

- (o) Those restrictions in the Conservation Easement as outlined in Article XIII herein.

**Section 2. Residential Use.** All of the Living Units shall be used for private residential purposes exclusively except that Declarant may and the builders of Living Units may allow the use of Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units in the Development.

**Section 3. Right of Association to Remove or Correct Violations of this Article.** The Association may, in the interest of the general welfare of the Owners, and after reasonable notice to the affected Owner, enter upon any Lot or the exterior of any Living Unit at reasonable hours for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees. All charges incurred by the Association in obtaining access to any Lot or Living Unit covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article IV, Section 9.

**Section 4. Declarant's Reservation of Entry Rights.** The Declarant reserves the right for a period of five (5) years after the sale of a Lot by the Declarant to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of any of the Legendary Run Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

**Section 5. Declarant's & Association's Right to Grant Easements.** Notwithstanding any other provision of this Declaration, during the Development Period, Declarant, and thereafter, the Association, is authorized, without consent of the Members, to grant easements across, through or under any Lot, Common Area, or Community Facility for utilities, public services, walks, trails, signage maintenance and for construction purposes, deemed by the granting party to be necessary or convenient for the enjoyment of the Legendary Run Property or any part thereof, provided that no easement shall be granted across, through, or under any Living Unit or Structure, which restricts ingress or egress to such Living Unit or Structure, or violates the provisions of the Conservation Easement described in Article XIII hereof.

**Section 6. Arbitration.** In the event of any dispute between Owners regarding the application of this Declaration or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board shall act as arbitrator and, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

## **ARTICLE IX**

### **GOLF DISCLOSURE**

**Section 1. Club Facilities.** McCaw may from time to time provide club facilities at or near the Golf Course, which are separate from the Common Areas of the Association. Ownership of a Lot or Living Unit within the Development or membership in the Association does not give any right or easement, prescriptive or otherwise, to use the McCaw golf property, and does not grant any ownership or membership interest in McCaw's golf property, including without limitation the cart paths, lakes or any of the other facilities making up the Golf Course.

**Section 2. Entry by Golfers.** Each Lot and any portion of the Common Areas which are adjacent to the Golf Course shall be subject to the right and easement on the part of registered golf course players to enter upon the unimproved portion of any such Lot or Common Area which is within thirty (30) feet of the Golf Course to remove a ball, subject to the official rules of the Golf Course, with such entry not being deemed to be a trespass. Golf Course players shall

not be entitled to enter upon any Lot or Common Area with a golf cart or other vehicle, or spend an unreasonable amount of time on any such Lot or Common Area or in any way commit a nuisance on any Lot or Common Area.

**Section 3. Liabilities; Assumption of Risk.** All Lot Owners acknowledge that the close proximity of the Golf Course to the Development will cause there to be golf balls hit onto Lots and that Living Units and other improvements on Lots are susceptible to being struck by golf balls from the play of golf on the Golf Course. All Lot Owners are deemed to have assumed the risk of any damages or losses to property or injuries or death to persons due to golf balls landing on their respective Lots or any Common Areas to the extent such events occur in the normal course of playing golf, and no Lot Owner and no family member, guest, invitee, contractor or employee of any Lot Owner shall be entitled to bring any action or claim against the Township, the Declarant, The Association, the manager of the Golf Course or any player of the Golf Course as the result of any golf ball being hit onto such Lot or Common Area during the normal playing of golf on the Golf Course.

**Section 4. Golf Course Covenants.** McCaw has subjected the Golf Course to covenants and restrictions set forth in Exhibit H which are designed to protect the value and desirability of the Golf Course and Legendary Run.

## **ARTICLE X**

### **REPURCHASE OPTION**

Declarant hereby reserves unto itself, its successors and assigns, the right and option to purchase any unimproved Lot within the Legendary Run Property which is offered for sale by the Owner thereof, such option to be at the price and upon the terms and conditions of any bona fide offer for such Lot which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of three (3) business days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said three (3) business day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option in which sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Article shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot the transaction shall be consummated within sixty (60) days following delivery of written notice by

Declarant to such Owner of Declarant's decision to so purchase such Lot. This repurchase option shall terminate at the end of the Development Period.

## ARTICLE XI

### STORM WATER MANAGEMENT

**Section 1. Storm Water Facilities.** As indicated on the record plat for the Subdivision, Storm Sewer Easements and Private Drainage Easements have been granted over certain portions of the Lots for the benefit of the Association, and the common use and enjoyment of the Owners.

**Section 2. Maintenance of Storm Water Facilities.** The Association shall be responsible for the care and maintenance of the Storm Water Facilities, in accordance with the Maintenance Chart attached hereto as Exhibit H, including the replacing of any piping and the maintaining of good appearances around these easement areas. As to detention basin and private drainage easement areas, it shall be the responsibility of the individual Owners of Lots on which such areas are contained to maintain and keep these areas clean and unobstructed and to cut grass or other vegetation growing in these areas. The Association shall be responsible for any required maintenance of pipes, concrete gutters, fixtures, mechanical devices, or for capital improvements thereto. Should the Owner fail to maintain to the extent required, the Association may do so, after notice, and assess the Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for in Article IV herein and shall be in addition to the Assessments set forth in Article IV.

## ARTICLE XII

### FEDERAL HOME LOAN MORTGAGE CORPORATION

**Section 1.** The following provisions are included herein for the benefits of the holders of first mortgages on any Lot within that portion of Development which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation (FHLM) as a condition to the purchase of loans on Living Units in the Development. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board of Trustees of the Association, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLM.

**Section 2.** It is provided as follows:

(a) Unless at least sixty-six and two-thirds (66 2/3%) percent of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declaration) of the Living Units in the Development have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association for the benefit of the Living Units in the Development (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause);
- (ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Living Unit owner;
- (iii) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of Living Units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the Development;
- (iv) fail to maintain fire and extended coverage on insurable common property owned by the Association on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);
- (v) use hazard insurance proceeds for losses to any common property owned by the Association for other than the repair, replacement or reconstruction of such common property.

(b) First mortgagees of Living units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property owned by the Association and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. All first mortgagees of units in the Development shall be entitled to such reimbursement.

(c) A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Living Unit borrower of any

obligations under this Declaration, the BDRC, or any other obligations related thereto or imposed by the Association which is not cured within sixty (60) days.

### ARTICLE XIII

#### CONSERVATION EASEMENT DISCLOSURE

Lots within the Development are subject to a Grant of Conservation Easement from Developer as Grantor to Pierce Township, Ohio, as Grantee, who has the nonexclusive right to enforce the Conservation Easement. The purpose of the Conservation Easement is to assist the Township in accomplishing the public benefits relating to preservation of open space and a limited density of development.

During the development of Legendary Run, the Declarant is required to identify on the final Subdivision Plat "protected natural resource areas", "golf course open space areas", "buffer areas", and "hiker/biker trail", (all of which are referred to as "Protected Areas"). The Protected Areas can only be used as provided for in the Conservation Easement. To the extent that a portion of a Lot contains Protected Areas, the Covenants, Conditions, Restrictions applicable to such Protected Areas remain in full force and effect and may limit an Owner's use of their Lot.

### ARTICLE XIV

#### MISCELLANEOUS

**Section 1. Duration.** The terms and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, and except where permanent or perpetual assessments or other permanent rights are herein created, the term of the covenants, conditions and restrictions shall be for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument agreeing to terminate the Declaration signed by the then Owners of two-thirds (2/3) of the Lots has been recorded.

**Section 2. Amendment.** The Declaration may be amended, from time to time as follows:

A. **By Declarant:** Declarant reserves the right and power to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, without the approval of the Owners, or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Legendary Run Development or to

facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording. Each Owner, by acceptance of a deed to a Lot, consents to such right to amend the Declaration by Declarant.

B. **By Lot Owners.** Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise seventy-five (75%) percent of the voting power of Class A Members of the Association. Notwithstanding the foregoing to the contrary, no such amendment shall be effective if made during the Development Period, unless approved by the Class B Member and the Township. Any amendment must be recorded and shall take effect only upon recording.

**Section 3. Personal Liability.** Nothing in this Declaration, the Articles or the Regulations or By-Laws of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct. Each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an officer or Trustee, or both, from any liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons.

**Section 4. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 5. Enforcement.** Except as provided in Article VIII, enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created or allowed by this Declaration; and the failure or forbearance by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. ✓

**Section 6. Severability.** Invalidation of any part of this Declaration by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

**Section 7. Conflicts.** In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

**Section 8. Condemnation.**

(a) In the event any Lot or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Lot Owner and the holder of the first mortgage, to the extent of their respective interests. Each Lot Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

(b) In the event any Common Area or Community Facility or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the appropriate Members.

**Section 9. Professional Management Contracts.** The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

**Section 10. Non-Liability of Declarant.** Neither Declarant nor its representatives, successors or assigns nor the Township, its successor corporate authorities or agents shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to either, by or pursuant to, this Declaration, the Articles or the By-Laws, whether or not such claims shall be asserted by an Owner, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Legendary Run Property or any part thereof not being maintained or repaired by reason of any act or neglect of any Owner, the Association or their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Legendary Run Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided to an Owner or the Association.

**Section 11. Gender and Grammar.** The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation, by and through James P. Sullivan, Vice President + has executed this Declaration on the day and year first written above. TREASURER

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

Amy Marie Farrell  
Print Name: Amy Marie Farrell

By: James P. Sullivan  
Its: V.P. & TREASURER

Kenneth M. Reveal  
Print Name: KENNETH M. REVEAL

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 1998, by James P. Sullivan, as Vice President + Treasurer of Legendary Run Development, Inc., an Ohio corporation on behalf of the Corporation.

Kenneth M. Reveal  
Notary Public

KENNETH M. REVEAL  
Notary Public, State of Ohio  
My Commission Expires June 4, 2002

This Instrument was prepared by:  
DANIEL M. BENNIE, ESQ.  
BARRON, PECK & BENNIE  
Fourth & Vine Tower, Suite 1400  
One W. Fourth Street  
Cincinnati, Ohio 45202  
513/721-1350



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CONSENT OF MORTGAGEE

The undersigned, STAR BANK, N.A., a national banking association, ("Mortgagee"), is the holder of a Mortgage on a portion of the real estate described in the foregoing Declaration for Legendary Run from Traditions Investments-Pierce, Inc., dated December 2, 1997, and recorded in Official Record Book 0990, Page 280 of the Mortgage Records of Clermont County, Ohio.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

In consideration of Mortgagee executing this Consent, in the event Mortgagee acquires title to any Lot pursuant to the exercise by Mortgagee of its rights under the Mortgage, Mortgagee shall have all of the rights and remedies of the Declarant under the Declaration, but Mortgagee shall not have the obligations of the Declarant under the Declaration unless Mortgagee expressly agrees to assume such obligations in writing.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 18 day of February, 1998, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

STAR BANK, N.A.  
an Ohio banking corporation

James H Beck  
Print Name: James H. Beck

By: [Signature]  
Name: John Antincol  
Its: Vice President

Norma Justice  
Print Name: Norma Justice

STATE OF OHIO                    )  
  )SS:  
COUNTY OF Hamilton        )

The foregoing instrument was acknowledged before me this 18 day of February, 1998, by John Antincol, as Vice President of Star Bank, N.A., a national banking association, on behalf of such association.

[Signature]  
Notary Public





EXHIBITS

- Exhibit A - Legal description of Legendary Run Property  
(Residential Parcels)
- Exhibit B - Legal Description of Phase 1
- Exhibit C - Articles of Incorporation
- Exhibit D - Code of Regulations
- Exhibit E - Initial Common Areas and Common Facilities
- Exhibit F - Legal Description of Golf Course Property
- Exhibit G - Design Review Criteria
- Exhibit H - Golf Course Covenants
- Exhibit I - Conservation Easement.



**DESCRIPTION OF PROPERTY  
TRADITIONS INVESTMENTS PIERCE INC.  
LEGENDARY RUN COMMUNITY  
LOCUST CORNER ROAD**

December 2, 1997

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

**BEGINNING** at a found railroad spike being the centerline intersection of Merwin-Ten Mile Road and Locust Corner Road;

thence North 85°49'55" West, along the centerline of Locust Corner Road for a distance of 1042.50 feet to southeast corner of a 93.488 acre tract of land conveyed to McCaw Investments, Ltd. by deed recorded in Official Records Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the east and north lines of said McCaw Investments, Ltd. tract the following twenty-one (21) courses:

- 1) North 4°10'05" East for a distance of 110.00 feet;
- 2) North 53°08'54" East for a distance of 712.08 feet;
- 3) North 12°45'07" East for a distance of 823.59 feet;
- 4) North 3°54'26" West for a distance of 332.74 feet;
- 5) North 69°39'31" West for a distance of 467.02 feet;
- 6) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 143.77 feet, the chord of said arc being subtended by a central angle of 65°54'03" and a long chord bearing South 77°23'28" West for a distance of 135.98 feet;
- 7) South 44°26'26" West for a distance of 437.72 feet;
- 8) South 50°33'47" West for a distance of 303.25 feet;
- 9) South 17°31'51" West for a distance of 389.00 feet;
- 10) South 50°52'48" West for a distance of 157.76 feet;
- 11) North 82°45'46" West for a distance of 602.96 feet;
- 12) South 84°05'17" West for a distance of 670.66 feet;

Description of Property  
 Traditions Investments Pierce, Inc.  
 Legendary Run Community  
 Locust Corner Road  
 December 2, 1997  
 Page 2

- 13) North 5°54'43" West for a distance of 132.41 feet;
- 14) along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 193.96 feet, the chord of said arc being subtended by a central angle of 49°23'33" and a long chord bearing North 69°09'04" West for a distance of 188.01 feet;
- 15) North 44°27'17" West for a distance of 87.58 feet;
- 16) along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 58.15 feet, the chord of said arc being subtended by a central angle of 12°06'56" and a long chord bearing North 50°30'45" West for a distance of 58.04 feet;
- 17) North 56°34'13" West for a distance of 181.11 feet;
- 18) along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 69.94 feet, the chord of said arc being subtended by a central angle of 17°48'35" and a long chord bearing North 47°39'56" West for a distance of 69.66 feet;
- 19) North 38°45'38" West for a distance of 83.47 feet;
- 20) South 51°14'23" West for a distance of 90.32 feet;
- 21) North 78°39'15" West for a distance of 603.28 feet to the east line of Lot 24 of Royal Oaks South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence North 8°14'29" East, leaving the north line of said McCaw Investments, Ltd. tract, along the east line of said Lot 24 and its' northerly extension for a distance of 829.97 feet to a set iron pin being the southwest corner of a tract of land conveyed to George and Ruby Court by deed recorded in Deed Book 414, Page 17 of the Clermont County Recorder's Office;

thence South 85°10'35" East, along the south line of said Court tract and its' easterly extension for a distance of 591.73 feet to a found iron pin being in the west line of a tract of land conveyed to Katherine and Samuel Hoh;

thence South 4°43'25" West, along the west line of said Hoh tract for a distance of 470.78 feet to a set iron pin being the southwest corner of said Hoh tract;

thence South 84°57'05" East, along the south line of said Hoh tract and its' easterly extension for a distance of 506.00 feet to the northwest corner of a tract of land conveyed to Dennis and Jane Kurelis;

thence South 4°55'25" West, along the west line of said Kurelis tract for a distance of

Description of Property  
Traditions Investments Pierce, Inc.  
Legendary Run Community  
Locust Corner Road  
December 2, 1997  
Page 3

288.89 feet to a set iron pin being the southwest corner of said Kurelis tract;

thence South 85°55'05" East, along the south line of said Kurelis tract and its' easterly extension for a distance of 1451.18 feet to a set iron pin being the southeast corner of a tract of land conveyed to Harry and Mildred Frey by deed recorded in Deed Book 748, Page 338 of the Clermont County Recorder's Office;

thence North 4°52'35" East, along the east line of said Frey tract and its' northerly extension for a distance of 706.86 feet to a set iron pin being the southwest corner of a tract of land conveyed to Alleyn Sigel by deed recorded in Deed Book 613, Page 62 of the Clermont County Recorder's Office;

thence South 86°09'35" East, along the south line of said Sigel tract for a distance of 1226.52 feet to a found railroad spike being the southeast corner of said Sigel tract, also being in the centerline of Merwin-Ten Mile Road;

thence South 7°14'45" East, along the centerline of said Merwin-Ten Mile Road for a distance of 431.01 feet to a set PK nail being the southwest corner of a tract of land conveyed to Cincinnati Land Development Company by deed recorded in Official Records Volume 191, Page 110 of the Clermont County Recorder's Office;

thence South 85°47'45" East, along the south line of said Cincinnati Land Development Company for a distance of 1032.06 feet to a found iron pin being the northwest corner of a tract of land conveyed to Gregory and Carol Frese;

thence South 4°32'45" West, along the west line of said Frese tract and its' southerly extension for a distance of 1525.66 feet to a found iron pin;

thence North 85°51'55" West for a distance of 523.28 feet to a set PK nail being the southeast corner of a tract of land conveyed to Charles and Linda Haas by deed recorded in Deed Book 693, Page 855 of the Clermont County Recorder's Office;

thence along the east, north and west lines of said Haas tract the following three (3) courses:

- 1) North 6°32'25" West for a distance of 335.67 feet to a set iron pin being the northeast corner of said Haas tract;
- 2) South 84°01'55" West for a distance of 190.93 feet to a set PK nail being the northwest corner of said Haas tract, also being in the centerline of Merwin-Ten

Description of Property  
Traditions Investments Pierce, Inc.  
Legendary Run Community  
Locust Corner Road  
December 2, 1997  
Page 4

Mile Road;

3) South 7°14'45" East for a distance of 302.31 feet to a found railroad spike being the centerline intersection of Merwin-Ten Mile Road and Locust Corner Road, also being the place of beginning and containing 87.688 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Traditions Investments Pierce Inc. by deed recorded in Official Record Volume 916, Page 440 of the Clermont County Recorder's Office.

The above described property is the based upon the result of a survey performed under the direction of Paul W. Feie, Ohio Registered Surveyor No. 6723 by Woolpert LLP in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie  
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY  
TRADITIONS INVESTMENTS PIERCE INC.  
LEGENDARY RUN COMMUNITY  
LOCUST CORNER ROAD**

October 13, 1997

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Merwin-Ten Mile Road and Locust Corner Road;

thence along the centerline of Locust Corner Road the following six (6) courses:

- 1) North 85°49'55" West for a distance of 2616.74 feet to a set PK nail;
- 2) North 81°49'55" West for a distance of 100.00 feet to a set PK nail;
- 3) North 67°19'55" West for a distance of 100.00 feet to a set PK nail;
- 4) North 63°46'05" West for a distance of 72.86 feet to a set PK nail;
- 5) North 55°10'05" West for a distance of 427.53 feet to a set PK nail;
- 6) North 68°09'05" West for a distance of 207.76 feet to a set PK nail also being the **TRUE PLACE OF BEGINNING** for the land herein described;

thence continuing along the centerline of Locust Corner Road the following three (3) courses:

- 1) North 82°34'05" West for a distance of 328.92 feet to a set PK nail;
- 2) South 77°13'55" West for a distance of 138.76 feet to a set PK nail;
- 3) South 63°01'55" West for a distance of 277.70 feet to a found PK nail being the southeast corner of a tract of land conveyed to the Pierce Township Trustees by deeds recorded in Deed Book 781, Page 58 and Deed Book 781, Page 60 of the Clermont County Recorder's Office;

thence North 18°06'25" West, leaving the centerline of Locust Corner Road, along the east line of said Pierce Township Trustee tract for a distance of 500.02 feet to a set iron pin being in the southerly line of a 93.488 acre tract of land conveyed to McCaw

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Investments, Ltd. By deed recorded in Official Records Volume 918, Page 598 of the  
Clermont County Recorder's Office;

thence South 67°19'17" East, along the southerly line of said McCaw tract for a distance  
of 936.82 feet to the centerline of Locust Corner Road, also being the place of beginning  
and containing 3.189 acres, subject however to all covenants, conditions, restrictions,  
reservations or easements contained in any instrument of record to the above described  
tract of land.

Being part of that real estate conveyed to Traditions Investments Pierce Inc. by deed  
recorded in Official Records Volume 916, Page 440 of the Clermont County Recorder's  
Office.

The above described property is based upon the result of a survey performed under the  
direction of Paul W. Feie, Ohio Registered Surveyor NO. 6723 by Woolpert LLP in  
November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie  
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY  
TRADITIONS INVESTMENT PIERCE INC.  
LEGENDARY RUN COMMUNITY  
BEHYMER ROAD**

December 2, 1997

Situated in Eddins Military Survey No. 1366 and Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

**BEGINNING** at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence South  $3^{\circ}43'48''$  West, along the centerline of Behymer Road for a distance of 285.66 feet to the northeast corner of a 11.448 acre tract of land conveyed to McCaw Investment Ltd. By deed recorded in Official Records Volume 918, Page 598 of the Clermont County Recorder's Office;

thence North  $86^{\circ}16'12''$  West, leaving the centerline of Behymer Road along the north line of said 11.448 acre McCaw Investments Ltd tract for a distance of 203.09 feet to the northwest corner of said 11.448 acre McCaw Investments Ltd tract;

thence along the west line of said 11.448 acre McCaw Investments Ltd. tract the following three (3) courses:

- 1) South  $16^{\circ}15'11''$  West for a distance of 601.69 feet to Point "L"
- 2) South  $16^{\circ}15'11''$  West for a distance of 260.30 feet;
- 3) South  $3^{\circ}04'05''$  East for a distance of 722.75 feet to the north line of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont County Recorder's Office;

thence North  $86^{\circ}19'37''$  West, along the north line of said Utter tract for a distance of 75.37 feet to a set iron pin being the northwest corner of said Utter tract;

thence South  $43^{\circ}14'11''$  West, along the west line of said Utter tract and its' southerly extension for a distance of 401.03 feet to a northerly line of a 17.568 acre tract conveyed

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to McCaw Investments Ltd., by deed recorded in Official Records Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the north, west and south lines of said 17.568 acre McCaw Investments, Ltd. tract the following twenty-two (22) courses:

- 1) North 62°18'59" West for a distance of 781.33 feet;
- 2) South 83°00'45" West for a distance of 744.54 feet;
- 3) along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 116.06 feet, the chord of said arc being subtended by a central angle of 24°10'52" and a long chord bearing South 53°39'59" West for a distance of 115.20 feet;
- 4) South 65°45'25" West for a distance of 162.84 feet;
- 5) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 227.24 feet, the chord of said arc being subtended by a central angle of 104°09'27" and a long chord bearing South 13°40'42" West for a distance of 197.21 feet;
- 6) South 38°24'02" East for a distance of 110.44 feet;
- 7) along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 59.34 feet, the chord of said arc being subtended by a central angle of 12°21'45" and a long chord bearing South 32°13'10" East for a distance of 59.22 feet;
- 8) South 26°02'17" East for a distance of 92.21 feet;
- 9) along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 130.50 feet, the chord of said arc being subtended by a central angle of 33°13'58" and a long chord bearing South 42°39'16" East for a distance of 128.68 feet to Point "C";
- 10) along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 54.18 feet, the chord of said arc being subtended by a central angle of 13°47'51" and a long chord bearing South 66°10'11" East for a distance of 54.05 feet;
- 11) North 32°31'23" East for a distance of 131.06 feet;
- 12) South 81°46'48" East for a distance of 96.84 feet;
- 13) North 65°17'50" East for a distance of 115.30 feet;
- 14) North 65°22'06" East for a distance of 104.49 feet;
- 15) South 87°06'15" East for a distance of 143.20 feet;
- 16) North 72°21'18" East for a distance of 123.91 feet;
- 17) North 85°50'26" East for a distance of 115.22 feet;
- 18) South 82°56'48" East for a distance of 136.41 feet;

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- 19) North  $19^{\circ}11'31''$  East for a distance of 133.90 feet;
- 20) South  $70^{\circ}41'20''$  East for a distance of 469.37 feet;
- 21) South  $71^{\circ}14'07''$  East for a distance of 97.76 feet to Point "M";
- 22) North  $27^{\circ}32'43''$  East for a distance of 158.67 feet to the south line of a tract of land conveyed to Helen Knause by deed recorded in Deed Book 740, Page 45 of the Clermont County Recorder's Office;

thence South  $86^{\circ}19'37''$  East, along the south line of said Knause tract for a distance of 545.02 feet to a set PK nail being in the centerline of Behymer Road;

thence North  $3^{\circ}34'23''$  East, along the centerline of Behymer Road for a distance of 107.33 feet to a set PK nail being the southwest corner of a tract of land conveyed to Joseph and Joann Benzinger by deed recorded in Deed Book 434, Page 112 of the Clermont County Recorder's Office;

thence South  $85^{\circ}09'00''$  East, along the south line of said Benzinger tract for a distance of 250.00 feet to a set iron pin being the southeast corner of said Benzinger tract;

thence North  $3^{\circ}34'23''$  East, along the east line of said Benzinger tract and its' northerly extension for a distance of 300.00 feet to a set iron pin being in the south line of Lot 23 of Royal Oaks South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence South  $85^{\circ}09'00''$  East, along the south line of said Lot 23 and its' easterly extension for a distance of 408.34 feet to the northwest corner of a 0.965 acre tract of land conveyed to McCaw Investments, Ltd by deed recorded in Official Records Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the west and south lines of said 0.965 acre McCaw Investments, Ltd. Tract the following eight (8) courses:

- 1) South  $15^{\circ}16'31''$  East for a distance of 87.00 feet;
- 2) along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 21.25 feet, the chord of said arc being subtended by a central angle of  $5^{\circ}24'44''$  and a long chord bearing South  $74^{\circ}07'58''$  East for a distance of 21.25 feet;
- 3) South  $71^{\circ}25'36''$  East for a distance of 165.09 feet;
- 4) along the arc of a curve to the left having a radius of 175.00 feet for an arc distance of 105.29 feet, the chord of said arc being subtended by a central angle of

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34°28'18" and a long chord bearing South 88°39'45" East for a distance of 103.71 feet to Point "B";

5) along the arc of a curve to the left having a radius of 175.00 feet for an arc distance of 75.11 feet, the chord of said arc being subtended by a central angle of 24°35'28" and a long chord bearing North 61°48'22" East for a distance of 74.53 feet;

6) North 49°30'38" East for a distance of 33.64 feet;

7) along the arc of a curve to the left having a radius of 175.00 feet for an arc distance of 32.88 feet, the chord of said arc being subtended by a central angle of 10°45'52" and a long chord bearing North 44°07'42" East for a distance of 32.83 feet;

8) North 38°44'46" East for a distance of 34.43 feet to the south line of Lot 25 of Royal Oak South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence South 85°09'00" East, along the south line of said Lot 25 for a distance of 127.48 feet to the northerly line of a 93.488 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Records Volume 918, Page 598 of the Clermont County Recorder's Office;

thence leaving the south line of said Lot 25 of Royal Oaks South Subdivision along the northerly line of said 93.488 acre McCaw Investments tract the following nine (9) courses:

1) South 58°05'17" West for a distance of 225.84 feet;

2) along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 62.89 feet, the chord of said arc being subtended by a central angle of 16°00'49" and a long chord bearing South 66°05'42" West for a distance of 62.68 feet to Point "A"

3) along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 51.11 feet, the chord of said arc being subtended by a central angle of 13°00'58" and a long chord bearing South 80°36'35" West for a distance of 51.00 feet;

4) South 2°52'56" East for a distance of 143.66 feet;

5) South 54°35'21" West for a distance of 66.28 feet;

6) South 82°37'48" West for a distance of 174.46 feet;

7) North 80°00'53" West for a distance of 119.86 feet;

8) South 60°41'43" West for a distance of 359.45 feet;

9) South 70°43'57" West for a distance of 335.79 feet to the centerline Behymer

Road, also being in the east line of a 4.375 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence North  $3^{\circ}34'23''$  East, along the centerline of Behymer Road and the east line of said 4.375 acre McCaw Investments, Ltd. Tract for a distance of 173.56 feet to the northeast corner of said 4.375 acre McCaw Investments, Ltd. Tract;

thence along the north, west and south lines of said 4.375 acre McCaw Investments, Ltd. tract the following eleven (11) courses:

- 1) North  $83^{\circ}58'15''$  West for a distance of 336.53 feet;
- 2) along the arc of a curve to the left having a radius of 475.00 feet for an arc distance of 205.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}47'38''$  and a long chord bearing South  $83^{\circ}37'56''$  West for a distance of 203.95 feet;
- 3) South  $71^{\circ}14'07''$  West for a distance of 57.72 feet to Point "N";
- 4) South  $71^{\circ}14'07''$  West for a distance of 84.57 feet;
- 5) along the arc of a curve to the left having a radius of 15.00 feet for an arc distance of 20.17 feet, the chord of said arc being subtended by a central angle of  $77^{\circ}03'33''$  and a long chord bearing South  $32^{\circ}42'21''$  West for a distance of 18.69 feet;
- 6) along the arc of a curve to the right having a radius of 462.00 feet for an arc distance of 81.59 feet, the chord of said arc being subtended by a central angle of  $10^{\circ}07'07''$  and a long chord bearing South  $0^{\circ}45'53''$  East for a distance of 81.48 feet;
- 7) South  $4^{\circ}17'41''$  West for a distance of 70.52 feet;
- 8) North  $88^{\circ}04'46''$  East for a distance of 241.03 feet;
- 9) South  $73^{\circ}58'48''$  East for a distance of 132.47 feet;
- 10) South  $66^{\circ}22'58''$  East for a distance of 109.82 feet;
- 11) South  $3^{\circ}29'20''$  West for a distance of 113.09 feet to a set iron pin being the northwest corner of a tract of land conveyed to Helen Bradbury by deed recorded in Official Record Volume 38, Page 622 of the Clermont County Recorder's Office;

thence South  $3^{\circ}29'20''$  West, along the west line of said Bradbury tract for a distance of 280.75 feet to a set iron pin being in the northerly line of a tract of land conveyed to Alta Light by deeds recorded in Deed Book 499, Page 37 and Deed Book 597, Page 247 of the Clermont County Recorder's Office;

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thence along the northerly line of said Light tracts the following eight (8) courses:

- 1) North 88°40'30" West for a distance of 525.45 feet to a found iron pipe;
- 2) North 32°50'00" West for a distance of 308.58 feet to a set iron pin;
- 3) North 11°26'30" West for a distance of 75.76 feet to a set iron pin;
- 4) South 75°09'35" West for a distance of 1292.61 feet to a set iron pin;
- 5) North 62°07'25" West for a distance of 436.30 feet;
- 6) South 27°49'20" West for a distance of 68.31 feet to a found stone monument;
- 7) North 62°20'30" West for a distance of 157.25 feet to a found stone monument;
- 8) North 4°41'00" East for a distance of 153.04 feet to the southwesterly corner of a 11.596 acre tract of land conveyed to McCaw Investment, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the south, east, north and west lines of a said 11.596 acre McCaw Investments, Ltd. Tract the following nineteen (19) courses:

- 1) South 79°01'19" East for a distance of 743.86 feet;
- 2) North 20°04'16" East for a distance of 168.94 feet;
- 3) North 69°55'44" West for a distance of 148.15 feet to Point "D";
- 4) along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 160.21 feet, the chord of said arc being subtended by a central angle of 33°22'45" and a long chord bearing North 53°14'22" West for a distance of 157.95 feet;
- 5) South 53°27'02" West for a distance of 46.34 feet;
- 6) North 69°40'50" West for a distance of 334.59 feet;
- 7) South 65°29'30" West for a distance of 176.25 feet;
- 8) North 24°30'30" West for a distance of 86.34 feet;
- 9) North 1°47'25" East for a distance of 98.49 feet;
- 10) North 80°19'04" East for a distance of 69.39 feet;
- 11) along the arc of a curve to the left having a radius of 130.00 feet for an arc distance of 54.68 feet, the chord of said arc being subtended by a central angle of 24°05'57" and a long chord bearing North 68°16'06" East for a distance of 54.28 feet;
- 12) North 56°13'07" East for a distance of 25.25 feet;
- 13) North 16°55'18" East for a distance of 772.43 feet;
- 14) along the arc of a curve to the left having a radius of 150.00 feet for an arc distance of 235.79 feet, the chord of said arc being subtended by a central angle of 90°03'55" and a long chord bearing North 28°06'40" West for a distance of 212.25

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feet;

15) North  $73^{\circ}08'37''$  West for a distance of 330.30 feet;

16) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 66.40 feet, the chord of said arc being subtended by a central angle of  $30^{\circ}26'07''$  and a long chord bearing South  $88^{\circ}21'41''$  East for a distance of 65.62 feet to Point "E"

17) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 282.07 feet, the chord of said arc being subtended by a central angle of  $129^{\circ}17'25''$  and a long chord bearing South  $11^{\circ}46'33''$  West for a distance of 225.92 feet;

18) South  $52^{\circ}52'09''$  East for a distance of 207.93 feet;

19) South  $1^{\circ}47'25''$  West for a distance of 825.87 feet to the easterly line of a tract of land conveyed to James and Faye Nobis by deed recorded in Deed Book 324, Page 235 of the Clermont County Recorder's Office;

thence along the easterly line of said Nobis tract the following two (2) courses:

1) North  $24^{\circ}30'30''$  West for a distance of 277.64 feet to a set iron pin;

2) North  $28^{\circ}17'00''$  West for a distance of 625.00 feet to a set iron pin being the southeasterly corner of a tract of land conveyed to James and Laura Hunt by deed recorded in Deed Book 771, Page 808 of the Clermont County Recorder's Office;

thence along the easterly line of said Hunt tract the following two (2) courses:

1) North  $27^{\circ}18'00''$  West for a distance of 1021.00 feet to a found stone;

2) North  $34^{\circ}12'40''$  West for a distance of 837.00 feet to a found stone being in the southerly line of a tract of land conveyed to Helen Roseman by deed recorded in Official Record Volume 308, Page 863 of the Clermont County Recorder's Office;

thence North  $54^{\circ}25'50''$  East, along the southerly line of said Roseman tract for a distance of 702.96 feet;

thence South  $35^{\circ}34'10''$  East, leaving the southerly line of said Roseman tract for a distance of 204.03 feet to the northwesterly corner of a 8.314 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the north, east, south and west lines of said 8.314 acre McCaw Investments,

Ltd. tract the following ten (10) courses:

- 1) along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 361.13 feet, the chord of said arc being subtended by a central angle of  $165^{\circ}31'50''$  and a long chord bearing North  $74^{\circ}30'02''$  East for a distance of 248.01 feet;
- 2) South  $22^{\circ}54'43''$  East for a distance of 36.98 feet to Point "G";
- 3) South  $22^{\circ}54'43''$  East for a distance of 352.06 feet;
- 4) along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 31.22 feet, the chord of said arc being subtended by a central angle of  $10^{\circ}13'20''$  and a long chord bearing South  $17^{\circ}37'23''$  East for a distance of 31.18 feet;
- 5) South  $12^{\circ}30'43''$  East for a distance of 824.87 feet;
- 6) South  $74^{\circ}33'51''$  West for a distance of 87.92 feet to Point "F";
- 7) along the arc of a curve to the right having a radius of 105.00 feet for an arc distance of 148.38 feet, the chord of said arc being subtended by a central angle of  $80^{\circ}58'10''$  and a long chord bearing North  $64^{\circ}57'04''$  West for a distance of 136.34 feet;
- 8) North  $24^{\circ}27'59''$  West for a distance of 725.58 feet;
- 9) along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 49.49 feet, the chord of said arc being subtended by a central angle of  $16^{\circ}12'06''$  and a long chord bearing North  $16^{\circ}21'56''$  West for a distance of 49.32 feet;
- 10) North  $8^{\circ}15'53''$  West for a distance of 389.04 feet;

thence North  $35^{\circ}34'10''$  West, leaving the north line of said 8.314 acre McCaw Investments, Ltd. Tract for a distance of 204.03 feet to the south line of a tract of land conveyed to Helen Roseman by deed recorded in Official Record Volume 308, Page 863 of the Clermont County Recorder's Office;

thence North  $54^{\circ}25'50''$  East, along the south line of said Roseman tract for a distance of 809.89 feet to a set PK nail being in the centerline of Bradbury Road;

thence North  $87^{\circ}03'40''$  East, along the centerline of Bradbury Road for a distance of 357.25 feet to a set PK nail being the northwest corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South  $2^{\circ}28'00''$  West, leaving the centerline of Bradbury Road, along the west line

of said Hoodin tract a distance of 391.14 feet to a found stone being the southwest corner of said Hoodin tract, also being in the north line of a 13.365 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the north, west and south lines of said 13.365 acre McCaw Investments, Ltd. tract the following ten (10) courses:

- 1) South  $81^{\circ}36'08''$  West for a distance of 331.65 feet;
- 2) South  $53^{\circ}20'44''$  West for a distance of 104.58 feet;
- 3) along the arc of a curve to the right having a radius of 145.00 feet for an arc distance of 59.11 feet, the chord of said arc being subtended by a central angle of  $23^{\circ}21'23''$  and a long chord bearing South  $24^{\circ}58'35''$  East for a distance of 58.70 feet to Point "H";
- 4) South  $13^{\circ}17'53''$  East for a distance of 69.61 feet;
- 5) North  $76^{\circ}42'07''$  East for a distance of 62.31 feet;
- 6) South  $78^{\circ}12'26''$  East for a distance of 936.93 feet;
- 7) along the arc of a curve to the left having a radius of 175.00 feet for an arc distance of 29.20 feet, the chord of said arc being subtended by a central angle of  $9^{\circ}33'39''$  and a long chord bearing South  $82^{\circ}59'16''$  East for a distance of 29.17 feet;
- 8) South  $87^{\circ}46'05''$  East for a distance of 608.05 feet;
- 9) North  $70^{\circ}17'26''$  East for a distance of 267.20 feet;
- 10) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 52.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'16''$  and a long chord bearing North  $58^{\circ}14'48''$  East for a distance of 52.16 feet to Point "I";

thence South  $38^{\circ}19'53''$  East, leaving the south line of said 13.365 acre McCaw Investments, Ltd. tract for a distance of 153.48 feet to Point "J" also being in the northerly line of a 21.250 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the north, east, south and west lines of said 21.250 acre McCaw Investments, Ltd. tract the following twenty (20) courses:

- 1) along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 169.26 feet, the chord of said arc being subtended by a central angle of

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- 55°25'04" and a long chord bearing South 76°35'16" East for a distance of 162.74 feet;
- 2) South 48°52'43" East for a distance of 43.10 feet;
  - 3) South 42°55'21" West for a distance of 876.51 feet;
  - 4) South 19°55'05" West for a distance of 300.27 feet;
  - 5) South 79°49'36" East for a distance of 573.10 feet;
  - 6) North 48°20'44" East for a distance of 482.71 feet;
  - 7) along the arc of a curve to the left having a radius of 425.00 feet for an arc distance of 33.75 feet, the chord of said arc being subtended by a central angle of 4°33'02" and a long chord bearing South 76°04'52" East for a distance of 33.75 feet;
  - 8) thence South 78°21'23" East for a distance of 91.78 feet;
  - 9) along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 46.35 feet, the chord of said arc being subtended by a central angle of 11°48'11" and a long chord bearing South 84°15'29" East for a distance of 46.27 feet;
  - 10) South 0°09'34" East for a distance of 154.21 feet to Point "K";
  - 11) South 33°11'00" West for a distance of 535.14 feet;
  - 12) South 80°41'21" West for a distance of 829.52 feet;
  - 13) North 55°37'44" West for a distance of 236.59 feet;
  - 14) North 2°09'27" West for a distance of 246.83 feet;
  - 15) along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 115.64 feet, the chord of said arc being subtended by a central angle of 24°05'33" and a long chord bearing North 14°12'14" West for a distance of 114.79 feet;
  - 16) North 26°15'00" West for a distance of 19.36 feet;
  - 17) North 10°01'56" East for a distance of 594.01 feet;
  - 18) North 56°05'25" East for a distance of 532.77 feet;
  - 19) North 53°40'00" East for a distance of 200.16 feet;
  - 20) along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 67.31 feet, the chord of said arc being subtended by a central angle of 22°02'13" and a long chord bearing North 64°41'06" East for a distance of 66.89 feet to Point "J";

thence North 38°19'53" West, leaving the northerly line of said 21.250 acre McCaw Investments, Ltd. tract for a distance of 153.48 feet to Point "I" being in the easterly line of a 13.365 acre tract of land conveyed to McCaw Investments, Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

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thence along the east and north lines of said 13.365 acre McCaw Investment, Ltd. tract the following three (3) courses:

- 1) along the arc of a curve to the left having a radius of 125.00 feet for an arc distance of 304.92 feet, the chord of said arc being subtended by a central angle of  $139^{\circ}46'00''$  and a long chord bearing North  $23^{\circ}40'50''$  West for a distance of 234.75 feet;
- 2) South  $86^{\circ}26'10''$  West for a distance of 199.68 feet;
- 3) North  $44^{\circ}08'38''$  East for a distance of 435.94 feet to the centerline of Bradbury Road;

thence South  $57^{\circ}19'27''$  East, along the centerline of Bradbury Road for a distance of 1066.27 feet to a found PK nail being the southeast corner of a tract of land conveyed to Mary J. Reynolds by deed recorded in Deed Book 699, Page 564 of the Clermont County Recorder's Office;

thence North  $23^{\circ}26'11''$  East, leaving the centerline of Bradbury Road, along the east line of said Reynolds tract for a distance of 801.55 feet to a found iron pin;

thence North  $3^{\circ}59'46''$  East, continuing along the east line of said Reynolds tract and its' northerly extension for a distance of 497.08 feet to a found iron pin;

thence North  $3^{\circ}38'46''$  East for a distance of 82.98 feet to a set iron pin;

thence South  $45^{\circ}38'00''$  East for a distance of 678.65 feet to a found stone being the northwest corner of a tract of land conveyed to Mark Freeman by deed recorded in Deed Book 355, Page 264 of the Clermont County Recorder's Office;

thence South  $5^{\circ}35'50''$  West, along the west line of said Freeman tract and its' southerly extension for a distance of 479.61 feet to a found iron pin;

thence North  $89^{\circ}45'50''$  West for a distance of 126.50 feet to a found stone;

thence South  $5^{\circ}34'25''$  West for a distance of 634.42 feet to a set PK nail in the centerline of White Oak Road;

thence North  $74^{\circ}19'27''$  West, along the centerline of White Oak Road for a distance of 350.97 feet to a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road, also being the place of beginning and containing 201.839 acres,

Description of Property  
Traditions Investments Pierce, Inc.  
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subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Traditions Investments Pierce Inc. by deed recorded in Official Record Volume 916, Page 440 of the Clermont County Recorder's Office.

The above described property is based upon the result of a survey performed under the direction of Paul W. Feie, Ohio Registered Surveyor No. 6723 by Woolpert LLP in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie  
Ohio Registered Surveyor No. 6723

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**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Eddins Military Survey No. 1366 , Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "A" as previously described as follows;

thence North 15°53'54" West for a distance of 50.00 feet to Point "B" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "C" as previously described as follows;

thence South 17°36'28" East for a distance of 68.08 feet to Point "D" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "E" as previously described as follows;

thence North 13°38'25" West for a distance of 330.63 feet to Point "F" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "G" as previously described as follows;

thence North  $73^{\circ}17'06''$  East for a distance of 249.19 feet to Point "H" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "I" as previously described as follows;

thence South  $38^{\circ}19'53''$  East for a distance of 153.48 feet to Point "J" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**SUBJECT TO A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "K" as previously described as follows;

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thence South 86°16'10" East for a distance of 108.57 feet to Point "L" and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

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**EXHIBIT B**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lot(s) 1 through 33 of the Legendary Run Subdivision, Section 1, as recorded in Plat Cabinet 7, Pages 156 through 158, and Lot(s) 34 through 75 of the Legendary Run Subdivision, Section 2, as recorded in Plat Cabinet 7, Pages 159 through 163 inclusive, of Clermont County, Ohio records.

ARTICLES OF INCORPORATION  
OF  
LEGENDARY RUN COMMUNITY ASSOCIATION, INC.

The undersigned do hereby voluntarily associate themselves for the purpose of forming a non-stock, non-profit Ohio Corporation in accordance with the provisions of Ohio Revised Code, Chapter 1702.

ARTICLE I

The name of the Corporation is Legendary Run Community Association, Inc., hereinafter called the "Association."

ARTICLE II

The duration of this Corporation shall be perpetual.

ARTICLE III

The Corporation is formed for the purpose of providing for the establishment, maintenance, improvement, preservation, administration, and architectural control of the lots and easement areas within that residential community to be known as Legendary Run located in Pierce Township, Clermont County, Ohio, to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to this, end the Association shall have the power:

(a) to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements, hereinafter called the "Declaration" applicable to the property and to be recorded in the Office of the Clermont County, Ohio Recorder, as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and, subject to limitations and conditions set out in the "Declaration," mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, subject to the limitations and conditions set out in the "Declaration;"

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation statutes of the State of Ohio by law may now or hereafter have or exercise.

ARTICLE IV

Every person or entity who is a record owner of a freehold or undivided freehold interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association, for the duration of his ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners (with the exception of the Declarant for as long as Class B membership exists) who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as set forth in the Declaration and By-Laws.

Class B - Class B Members shall be the Declarant (as defined in the Declaration) and the vote of the Declarant shall be exercised as set forth in the Declaration and By-Laws. The Class B Membership shall cease to be converted to Class A Membership with one vote for each Lot, on the happening of the following events whichever occurs later: a) twenty (20) years following the conveyance of the first Lot of Legendary Run or; b) abandonment of the Property by Declarant.

Provided however that nothing herein contained shall be construed to prohibit the Class B member from converting all or part of its Class B membership to Class A membership with the results set forth above at any time earlier than the later of the alternative events referred to above by a written statement executed by the Declarant and delivered to the Association.

#### ARTICLE VI

The principal office of the Association shall be at 3650 Park 42 Drive, Cincinnati, Ohio 45241, and James P. Sullivan shall be its statutory agent.

#### ARTICLE VII

The affairs of the Association shall be managed by a Board of Trustees of not less than three (3) persons, who need not be members of the Association. The number of Trustees shall be designated by the Bylaws of the Association. The initial Trustees shall be:

James D. Obert	3650 Park 42 Drive Cincinnati, Ohio 45241
Kenneth Reveal	3650 Park 42 Drive Cincinnati, Ohio 45241
E. Douglas Herald	3650 Park 42 Drive Cincinnati, Ohio 45241

#### ARTICLE VIII

These Articles of Incorporation may be amended in the manner now or hereafter provided by Ohio Statutes, but only with the assent of 51% of the total number of votes held by each class of

the members, provided that no amendment hereof shall effectuate or constitute a change in the "Declaration" unless approved by the requisite number of owners as provided in the Declaration. The Declaration may be amended as provided therein.

#### ARTICLE IX

In the event of dissolution of the Corporation, the assets of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly practicable the same as those to which were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this Corporation. This Corporation shall not be dissolved without the written consent of at least sixty-six and two-thirds (66-2/3%) of the number of votes of each class of members.

#### ARTICLE X

A Trustee or officer of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Corporation be void or voidable or in any way effected or invalidated by reason of the fact that any Trustee or officer or any firm of which such Trustee or officer is a member, or any corporation of which such Trustee or officer is a shareholder, Trustee or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such Trustee, officer, firm or corporation is so interested must be disclosed to or known by the

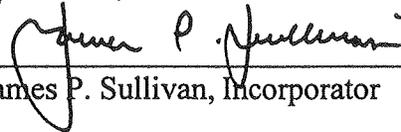
Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No Trustee or officer shall be accountable or responsible to the Corporation for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such Trustee or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of the Corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or Trustee, were not interested in such transaction, contract or act.

#### ARTICLE XI

The Corporation shall indemnify any and every Trustee, officer or employee against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such Trustee, officer or employee is or may be made a party by reason of being or having been such Trustee, officer or employee, provided a determination is made by the Trustees in the manner set forth in Ohio Revised Code Section 1702.12(e)(1) to the effect (a) that such Trustee, officer or employee was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Corporation of which he is a Trustee, officer or employee, (b) that he acted in good faith in what he reasonably believed to be the best interest of such Corporation, and (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful. Such indemnification shall not be deemed exclusive of any

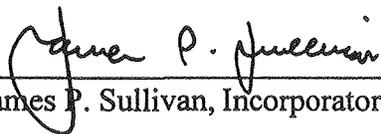
other rights to which such Trustee, officer or employee may be entitled under these Articles, the By-Laws of this Corporation, any agreement or any insurance purchased by this Corporation, or by vote of the members, or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Ohio the undersigned Incorporator of this Association has executed these Articles of Incorporation on this 8<sup>th</sup> day of January, 1998.

  
\_\_\_\_\_  
James P. Sullivan, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Legendary Run Community Association, Inc., hereby appoints James P. Sullivan, a natural person resident in the State of Ohio, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is 3650 Park 42 Drive, Cincinnati, Ohio 45241.

  
James P. Sullivan, Incorporator

Cincinnati, Ohio

January 8, 1997<sup>8</sup>

LEGENDARY RUN COMMUNITY ASSOCIATION, INC.

Gentlemen:

I hereby accept appointment as agent of your Corporation upon whom process, tax notices or demands may be served.

  
James P. Sullivan

**LEGENDARY RUN COMMUNITY ASSOCIATION, INC.**

***BY-LAWS AND REGULATIONS***

BY-LAWS AND REGULATIONS  
OF  
LEGENDARY RUN COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is **Legendary Run Community Association, Inc.**, hereinafter sometimes referred to as the "Association." The principal office of the Corporation shall be located at 3650 Park 42 Drive, Cincinnati, Ohio 45241, but meetings of Members and Trustees may be held at such places within Clermont County, State of Ohio, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

**Section 1.** "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements" applicable to the Properties recorded in the Office of the Clermont County Recorder, as the same may be amended from time to time.

**Section 2.** As used in these By-Laws, the terms "Articles" and "Articles of Incorporation," "Association", "Board" and "Board of Trustees", "By-Laws", "Common Areas" and "Community Facilities", "Declarant", "Developer", "Development Period", "Member", "Owner", "Property" and "Properties" and "Trustee" or "Trustees" shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

## MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Monday of the same month of each year thereafter, at the hour of 10 o'clock A.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meeting of the Members may be called at any time by the President or by the Board of Trustees.

**Section 3. Notice of Meetings.** Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten (10%) percent of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be

represented.

**Section 5. Adjourned Meetings.** If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be five (5%) percent of the votes of each class of membership of the Association and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

**Section 6. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 7. Voting.** The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

**Section 8. Suspension of Voting Privileges.** No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

#### **ARTICLE IV**

##### **BOARD OF TRUSTEES - SELECTION - TERM OF OFFICE**

**Section 1. Board of Trustees.** The initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their respective successors are appointed and qualified. Developer appointed Trustees need not be Members of the Association.

Except as otherwise hereafter provided and except for the period during which the Developer shall control the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Trustees representing the same class of Members who elected or appointed the Trustee whose position has become vacant. Any Trustee elected to fill a vacancy shall serve as such until the expiration of the term of the Trustee whose position he or she was elected to fill.

At the fifth annual meeting, the Board of Trustees shall expand from three (3) to five (5). At such meeting, the Class B Members shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until such time as the Developer shall transfer control of the Board to the Class A Members, shall appoint three (3) Trustees for a three (3) year term.

At the fifth annual meeting, the Class B Members shall appoint two (2) Trustees from the Class A Members. One of the Trustees shall be appointed for a two (2) year term, one of the Trustees shall be appointed for a one (1) year term. At the expiration of the terms of such Trustees and until such time as the Developer shall transfer control of the Board to the Class A Members, the Class B Members shall, at the annual meeting, appoint successor Trustees for a two (2) year term.

The Developer shall transfer control of the Board to the Class A Members after the later of the following events: (i) twenty (20) years following conveyance of the first acreage of the Property by the Declarant; or (ii) abandonment of the Property by Developer. At this meeting, all Developer appointed Trustees shall be deemed removed from office and the Class A Members, including the

developer if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one to three years, as determined by the Board, so that in any one year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. At all times after this meeting, the Board shall consist of five (5) Trustees who shall be Owners or their employees or agents. Additionally, after this meeting, all trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting, relinquish to the Class A Members, the Class B Members right to elect one or more Trustees at such annual meeting pursuant to this section.

**Section 2. Election.** Following the termination of Class B Membership, Election to the Board of Trustees shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 3. Removal.** Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

**Section 4. Compensation.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at

a meeting of the Trustees.

## ARTICLE V

### NOMINATION OF TRUSTEES

**Section 1. Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association appointed by the Chairman. The Nominating Chairman shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled by election.

## ARTICLE VI

### MEETINGS OF TRUSTEES

**Section 1. Regular Meetings.** The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and in addition to the annual meeting shall meet at regular meetings established as to time and place by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than three (3)

days notice to each Trustee.

**Section 3. Waiver of Notice.** Any requirement of notice to a Trustee provided under this Article VI may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association.

**Section 4. Quorum.** A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.** The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, Community Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Community Facilities of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of trustees to be vacant in the event such

Member shall be absent from three (3) consecutive regular meetings of the Board of trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts, corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by thirty (30%) percent of each class of Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such assessments and otherwise protect the interest of the Association;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge not to

exceed ten (\$10.00) dollars may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and to be maintained;

(h) otherwise perform duties imposed by the Declaration.

## ARTICLE VIII

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of trustees, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for three (3) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority,

and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

(a) The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out.

**Vice-President**

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX**

**COMMITTEES**

The Board of Trustees may appoint a Finance and Budget Committee consisting of not more than six (6) Members of the Association. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOK 1031 PAGE 830

INDEMNIFICATION

In addition to any other right or remedy to which the persons hereafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other Agreement, or by vote of the Members or otherwise, the Association shall, and by these presents does, indemnify any Trustee or officer of the Association or former Trustee or officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**ARTICLE XI****MISCELLANEOUS**

**Section 1. Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**Section 2. Corporate Seal.** The Board of trustees may, if it desires, provide a suitable corporate seal containing the name of the Association and other appropriate statements, as the Board of Trustees shall determine.

**Section 3. Fiscal Year.** The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

**Section 4. Execution of Association Documents.** With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

**Section 5. Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

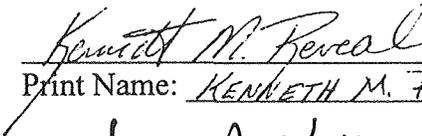
Section 6. Amendments. After the "Development Period" these By-Laws may be amended, at a regular or special meeting of the Members, by affirmative vote of 51% of the total number of votes held by Class A Members and 51% of the total number of votes held by the Class B members of the Association.

We, the undersigned Trustees of Legendary Run Community Association, Inc. an Ohio Corporation not for profit, No. \_\_\_\_\_, recorded on Roll \_\_\_\_\_ at Frame \_\_\_\_\_, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws, for the government of said Corporation.

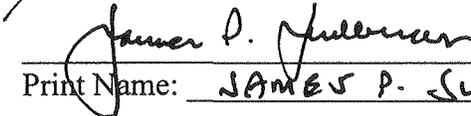


Print Name: JAMES D. OBERG

Cincinnati, Ohio



Print Name: KENNETH M. REVEAL



Print Name: JAMES P. SULLIVAN

January 8, 1998

EXHIBIT E**Initial Common Areas and Common Facilities**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lot(s) 30, 31, 32 & 33 of the Legendary Run Subdivision, Section 1, as recorded in Plat Cabinet 7, Pages 156 through 158, and Lot(s) 47, 48, 49, 50, 51, 52, 53, 62 & 68 of the Legendary Run Subdivision, Section 2, as recorded in Plat Cabinet 7, Pages 159 through 163 inclusive, of Clermont County, Ohio records.



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE  
HOLES # 1-9 & MAINTENANCE AREA  
BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997

Revised May 23, 1997

Revised May 27, 1997

Revised June 10, 1997

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Merwin-Ten Mile Road and Locust Corner Road;

thence North 85°49'55" West, along the centerline of Locust Corner Road for a distance of 1042.50 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence North 85°49'55" West, continuing along the centerline of Locust Corner Road for a distance of 603.50 feet to a PK nail being the southeast corner of a tract of land conveyed to Roy and Pauline Pringle by deed recorded in Deed Book 740, Page 105 of the Clermont County Recorder's Office;

thence North 4°53'05" East, leaving the centerline of said Locust Corner Road, along the east line of said Pringle tract for a distance of 249.10 feet to an iron pin being the northeast corner of said Pringle tract;

thence North 85°44'55" West, along the north line of said Pringle tract and its' westerly extension for a distance of 620.73 feet to a fence post being the northwest corner of a tract of land conveyed to Harley and Karen Riddle by deed recorded in Official Record Volume 71, Page 266 of the Clermont County Recorder's Office;

thence South 4°53'05" West, along the west line of said Riddle tract for a distance of 250.00 feet to a PK nail being in the centerline of Locust Corner Road;

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thence along the centerline of Locust Corner Road the following six (6) courses:

- 1) North 85°49'55" West for a distance of 350.00 feet to a PK nail;
- 2) North 81°49'55" West for a distance of 100.00 feet to a PK nail;
- 3) North 67°19'55" West for a distance of 100.00 feet to a PK nail;
- 4) North 63°46'05" West for a distance of 72.86 feet to a PK nail;
- 5) North 55°10'05" West for a distance of 427.53 feet to a PK nail;
- 6) North 68°09'05" West for a distance of 207.76 feet to a PK nail;

thence North 67°19'17" West, leaving the centerline of Locust Corner Road for a distance of 936.82 feet to an iron pin being the northeast corner of a tract of land conveyed to the Pierce Township Trustees by deed recorded in Deed Book 781, Pages 58 and 60 of the Clermont County Recorder's Office;

thence along the north line of said Pierce Township Trustees tract the following two courses:

- 1) South 62°53'35" West for a distance of 762.94 feet to an iron pin;
- 2) North 86°31'57" West for a distance of 559.73 feet to an iron pipe being the northwest corner of said Pierce Township Trustees tract;

thence South 3°28'03" West, along the west line of said Pierce Township Trustees tract for a distance of 66.19 feet;

thence North 86°31'57" West, leaving the west line of said Pierce township Trustees tract for a distance of 199.96 feet to the centerline of Behymer Road;

thence North 3°34'23" East, along the centerline of Behymer Road for a distance of 229.92 feet;

thence North 70°43'57" East, leaving the centerline of Behymer Road for a distance of 335.79 feet;

thence North 60°41'43" East for a distance of 359.45 feet;

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thence South  $80^{\circ}00'53''$  East for a distance of 119.86 feet;

thence North  $82^{\circ}37'48''$  East for a distance of 174.46 feet;

thence North  $54^{\circ}35'21''$  East for a distance of 66.28 feet;

thence North  $2^{\circ}52'56''$  West for a distance of 143.66 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 51.11 feet, the chord of said arc being subtended by a central angle of  $13^{\circ}00'58''$  and a long chord bearing North  $80^{\circ}36'35''$  East for a distance of 51.00 feet to Point "A";

thence continuing along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 62.89 feet, the chord of said arc being subtended by a central angle of  $16^{\circ}00'49''$  and a long chord bearing North  $66^{\circ}05'42''$  East for a distance of 62.68 feet;

thence North  $58^{\circ}05'17''$  East for a distance of 225.84 feet to the south line of Lot 25 of Royal Oaks South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence South  $85^{\circ}09'00''$  East, along the south line of said Lot 25 and its' easterly extension for a distance of 294.41 feet to the southeast corner of Lot 24 of said Royal Oaks South Subdivision;

thence North  $8^{\circ}14'29''$  East, along the east line of said Lot 24 for a distance of 66.34 feet;

thence South  $78^{\circ}39'15''$  East, leaving the east line of said Lot 24 for a distance of 603.28 feet;

thence North  $51^{\circ}14'23''$  East for a distance of 90.32 feet;

thence South  $38^{\circ}45'38''$  East for a distance of 83.47 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 69.94 feet, the chord of said arc being subtended by a central angle of

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17°48'35" and a long chord bearing South 47°39'56" East for a distance of 69.66 feet;

thence South 56°34'13" East for a distance of 181.11 feet;

thence along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 58.15 feet, the chord of said arc being subtended by a central angle of 12°06'56" and a long chord bearing South 50°30'45" East for a distance of 58.04 feet;

thence South 44°27'17" East for a distance of 87.58 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 193.96 feet, the chord of said arc being subtended by a central angle of 49°23'33" and a long chord bearing South 69°09'04" East for a distance of 188.01 feet;

thence South 5°54'43" East for a distance of 132.41 feet;

thence North 84°05'17" East for a distance of 670.66 feet;

thence South 82°45'46" East for a distance of 602.96 feet;

thence North 50°52'48" East for a distance of 157.76 feet;

thence North 17°31'51" East for a distance of 389.00 feet;

thence North 50°33'47" East for a distance of 303.25 feet;

thence North 44°26'26" East for a distance of 437.72 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 143.77 feet, the chord of said arc being subtended by a central angle of 65°54'03" and a long chord bearing North 77°23'28" East for a distance of 135.98 feet;

thence South 69°39'31" East for a distance of 467.02 feet;

thence South 3°54'26" East for a distance of 332.74 feet;

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thence South 12°45'07" West for a distance of 823.59 feet;

thence South 53°08'54" West for a distance of 712.08 feet;

thence South 4°10'05" West for a distance of 110.00 feet to the place of beginning and containing 93.488 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "A" as previously described above;

thence North 15°53'54" West for a distance of 50.00 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-13B-159.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Description of Property  
Legendary Run Golf Course  
Holes #1-9 & Maintenance Area  
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Ohio Registered Surveyor No. 6723

50-18916-05  
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**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE #10**

**BEHYMER ROAD**

**PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence along the centerline of Behymer Road the following two (2) courses:

1) South 3°43'48" West for a distance of 1777.18 feet to a PK nail;

2) South 3°34'23" West for a distance of 67.33 feet to a PK nail being the

northeast corner of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont County Recorder's Office;

thence North 86°19'37" West, along the north line of said Utter tract for a distance of 380.00 feet to an iron pin being the northwest corner of said Utter tract;

thence South 43°14'11" West, along the west line of said Utter tract and its southerly extension for a distance of 401.03 feet to a point being in the west line of a tract of land conveyed to Helen Knause by deed recorded in Deed Book 740, Page 45 of the Clermont County Recorder's Office, also being the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South 43°14'11" West, continuing along the west line of said Knause tract for a distance of 40.00 feet to an iron pin being the southwest corner of said Knause tract;

thence South 86°19'37" East, along the south line of said Knause tract for a distance of

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116.46 feet;

thence South 27°32'43" West, leaving the south line of said Knause tract for a distance of 158.67 feet to Point "M";

thence South 71°14'07" West for a distance of 97.76 feet;

thence North 70°41'20" West for a distance of 469.37 feet;

thence South 19°11'31" West for a distance of 133.90 feet;

thence North 82°56'48" West for a distance of 136.41 feet;

thence South 85°50'26" West for a distance of 115.22 feet;

thence South 72°21'18" West for a distance of 123.91 feet;

thence North 87°06'15" West for a distance of 143.20 feet;

thence South 65°22'06" West for a distance of 104.49 feet;

thence South 65°17'50" West for a distance of 115.30 feet;

thence North 81°46'48" West for a distance of 96.84 feet;

thence South 32°31'23" West for a distance of 131.06 feet;

thence along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 54.18 feet, the chord of said arc being subtended by a central angle of 13°47'51" and a long chord bearing North 66°10'11" West for a distance of 54.05 feet to Point "C";

thence continuing along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 130.50 feet, the chord of said arc being subtended by a central angle of 33°13'58" and a long chord bearing North 42°39'16" West for a distance of 128.68 feet;

thence North 26°02'17" West for a distance of 92.21 feet;

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thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 59.34 feet, the chord of said arc being subtended by a central angle of  $12^{\circ}21'45''$  and a long chord bearing North  $32^{\circ}13'10''$  West for a distance of 59.22 feet;

thence North  $38^{\circ}24'02''$  West for a distance of 110.44 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 227.24 feet, the chord of said arc being subtended by a central angle of  $104^{\circ}09'27''$  and a long chord bearing North  $13^{\circ}40'42''$  East for a distance of 197.21 feet;

thence North  $65^{\circ}45'25''$  East for a distance of 162.84 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 116.06 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}10'52''$  and a long chord bearing North  $53^{\circ}39'59''$  East for a distance of 115.20 feet;

thence North  $83^{\circ}00'45''$  East for a distance of 744.54 feet;

thence South  $62^{\circ}18'59''$  East for a distance of 781.33 feet to the west line of said Knause tract, also being the place of beginning and containing 17.568 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "C" as previously described above;

thence South  $17^{\circ}36'28''$  East for a distance of 68.08 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistance from the above described centerline.

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**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "M" as previously described above;

thence South 18°45'53" West for a distance of 50.00 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistance from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLES #11 & 12  
BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997  
Revised May 27, 1997  
Revised June 4, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North  $57^{\circ}19'27''$  West, along the centerline of Bradbury Road for a distance of 1408.68 feet to a PK nail being the northeast corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South  $44^{\circ}08'38''$  West, along the east line of said Hoodin tract for a distance of 452.77 feet to a stone being the southeast corner of said Hoodin tract,

thence North  $84^{\circ}30'00''$  West, along the south line of said Hoodin tract for a distance of 1222.18 feet to a stone being the southwest corner of said Hoodin tract;

thence North  $2^{\circ}28'00''$  East, along the west line of said Hoodin tract for a distance of 391.14 feet to a PK nail to the northwest corner of said Hoodin tract, also being in the centerline of Bradbury Road ;

thence South  $87^{\circ}03'40''$  West, leaving the west line of said Hoodin tract, along the centerline of Bradbury Road for a distance of 357.25 feet to a PK nail;

thence South  $54^{\circ}25'50''$  West, leaving the centerline of Bradbury Road for a distance of 1512.85 feet to a stone being the northeast corner of a tract of land conveyed to James and

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Laura Hunt by deed recorded in Deed Book 771, Page 808 of the Clermont County Recorder's Office;

thence along the east line of said Hunt tract the following two (2) courses:

- 1) South 34°12'40" East, for a distance of 837.00 feet to a stone;
- 2) South 27°18'00" East for a distance of 1021.00 feet to an iron pin being the northeasterly corner of a tract of land conveyed to James and Faye Nobis by deed recorded in Deed Book 324, Page 235 of the Clermont County Recorder's Office;

thence along the easterly line of said Nobis tract the following two (2) courses:

- 1) South 28°17'00" East for a distance of 625.00 feet to an iron pin;
- 2) South 24°30'30" East for a distance of 277.64 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence North 1°47'25" East, leaving the easterly line of said Nobis tract for a distance of 825.87 feet;

thence North 52°52'09" West for a distance of 207.93 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 282.07 feet, the chord of said arc being subtended by a central angle of 129°17'25" and a long chord bearing North 11°46'33" East for a distance of 225.92 feet to Point "E";

thence continuing along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 66.40 feet, the chord of said arc being subtended by a central angle of 30°26'07" and a long chord bearing South 88°21'41" East for a distance of 65.62 feet;

thence South 73°08'37" East for a distance of 330.30 feet;

thence along the arc of a curve to the right having a radius of 150.00 feet for an arc distance of 235.79 feet, the chord of said arc being subtended by a central angle of 90°03'55" and a long chord bearing South 28°06'40" East for a distance of 212.25 feet;

thence South 16°55'18" West for a distance of 772.43 feet;

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thence South  $56^{\circ}13'07''$  West for a distance of 25.25 feet;

thence along the arc of a curve to the right having a radius of 130.00 feet for an arc distance of 54.68 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'57''$  and a long chord bearing South  $68^{\circ}16'06''$  West for a distance of 54.28 feet;

thence South  $80^{\circ}19'04''$  West for a distance of 69.39 feet;

thence South  $1^{\circ}47'25''$  West for a distance of 98.49 feet;

thence South  $24^{\circ}30'30''$  East for a distance of 86.34 feet;

thence North  $65^{\circ}29'30''$  East for a distance of 176.25 feet;

thence South  $69^{\circ}40'50''$  East for a distance of 334.59 feet;

thence North  $53^{\circ}27'02''$  East for a distance of 46.34 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 160.21 feet, the chord of said arc being subtended by a central angle of  $33^{\circ}22'45''$  and a long chord bearing South  $53^{\circ}14'22''$  East for a distance of 157.95 feet to Point "D";

thence South  $69^{\circ}55'44''$  East for a distance of 148.15 feet;

thence South  $20^{\circ}04'16''$  West for a distance of 168.94 feet;

thence North  $79^{\circ}01'19''$  West for a distance of 743.86 feet to the easterly line of said Nobis tract;

thence along the easterly line of said Nobis tract the following two (2) courses:

- 1) North  $4^{\circ}41'00''$  East for a distance of 131.12 feet to a stone;
- 2) North  $24^{\circ}30'30''$  West for a distance of 133.76 feet to the place of beginning and containing 11.596, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

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**WOOLPERT LLP**

Paul W. Feie  
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE #13**

**BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 4, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North  $57^{\circ}19'27''$  West, along the centerline of Bradbury Road for a distance of 1408.68 feet to a PK nail being the northeast corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South  $44^{\circ}08'38''$  West, along the east line of said Hoodin tract for a distance of 452.77 feet to a stone being the southeast corner of said Hoodin tract,

thence North  $84^{\circ}30'00''$  West, along the south line of said Hoodin tract for a distance of 1222.18 feet to a stone being the southwest corner of said Hoodin tract;

thence North  $2^{\circ}28'00''$  East, along the west line of said Hoodin tract for a distance of 391.14 feet to a PK nail to the northwest corner of said Hoodin tract, also being in the centerline of Bradbury Road ;

thence South  $87^{\circ}03'40''$  West, leaving the west line of said Hoodin tract, along the centerline of Bradbury Road for a distance of 357.25 feet to a PK nail;

thence South  $54^{\circ}25'50''$  West, leaving the centerline of Bradbury Road for a distance of 809.89 feet;

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Description of Property  
Legendary Run Golf Course  
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thence South  $35^{\circ}34'10''$  East for a distance of 204.03 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 361.13 feet, the chord of said arc being subtended by a central angle of  $165^{\circ}31'50''$  and a long chord bearing North  $74^{\circ}30'02''$  East for a distance of 248.01 feet;

thence South  $22^{\circ}54'43''$  East for a distance of 36.98 feet to Point "G";

thence South  $22^{\circ}54'43''$  East, continuing along the last mentioned line for a distance of 352.06 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 31.22 feet, the chord of said arc being subtended by a central angle of  $10^{\circ}13'20''$  and a long chord bearing South  $17^{\circ}37'23''$  East for a distance of 31.18 feet;

thence South  $12^{\circ}30'43''$  East for a distance of 824.87 feet;

thence South  $74^{\circ}33'51''$  West for a distance of 87.92 feet to Point "F";

thence along the arc of a curve to the right having a radius of 105.00 feet for an arc distance of 148.38 feet, the chord of said arc being subtended by a central angle of  $80^{\circ}58'10''$  and a long chord bearing North  $64^{\circ}57'04''$  West for a distance of 136.34 feet;

thence North  $24^{\circ}27'59''$  West for a distance of 725.58 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 49.49 feet, the chord of said arc being subtended by a central angle of  $16^{\circ}12'06''$  and a long chord bearing North  $16^{\circ}21'56''$  West for a distance of 49.32 feet;

thence North  $8^{\circ}15'53''$  West for a distance of 389.04 feet to the place of beginning and containing 8.314, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

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Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "F" as previously described above;

thence South  $13^{\circ}38'25"$  East for a distance of 330.63 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "G" as previously described above;

thence North  $73^{\circ}17'06"$  East for a distance of 249.19 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723

Description of Property  
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**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE #14**

**BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North  $57^{\circ}19'27''$  West, along the centerline of Bradbury Road for a distance of 1388.27 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South  $44^{\circ}08'38''$  West, leaving the centerline of Bradbury Road for a distance of 435.94 feet;

thence North  $86^{\circ}26'10''$  East for a distance of 199.68 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 304.92 feet, the chord of said arc being subtended by a central angle of  $139^{\circ}46'00''$  and a long chord bearing South  $23^{\circ}40'50''$  East for a distance of 234.75 feet to Point "I";

thence continuing along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 52.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'16''$  and a long chord bearing South  $58^{\circ}14'48''$  West for a distance of 52.16 feet;

thence South  $70^{\circ}17'26''$  West for a distance of 267.20 feet;

thence North  $87^{\circ}46'05''$  West for a distance of 608.05 feet;

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Description of Property  
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thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 29.20 feet, the chord of said arc being subtended by a central angle of 9°33'39" and a long chord bearing North 82°59'16" West for a distance of 29.17 feet;

thence North 78°12'26" West for a distance of 936.93 feet;

thence South 76°42'07" West for a distance of 62.31 feet;

thence North 13°17'53" West for a distance of 69.61 feet to Point "H";

thence along the arc of a curve to the left having a radius of 145.00 feet for an arc distance of 59.11 feet, the chord of said arc being subtended by a central angle of 23°21'23" and a long chord bearing North 24°58'35" West for a distance of 58.70 feet;

thence North 53°20'44" East for a distance of 104.58 feet;

thence North 81°36'08" East for a distance of 331.65 feet to a stone being the southwest corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South 84°30'00" East, along the south line of said Asher tract for a distance of 1222.18 feet to a stone being the southeast corner of said Hoodin tract;

thence North 44°08'38" East, along the east line of said Hoodin tract for a distance of 452.77 feet a PK nail being in the centerline of Bradbury Road;

thence South 57°19'27" East, along the centerline of Bradbury Road for a distance of 20.41 feet to the place of beginning and containing 13.365, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
 DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

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**BEGINNING** at Point "H" as previously described above;

thence South  $73^{\circ}17'06''$  West for a distance of 249.19 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "I" as previously described above;

thence South  $38^{\circ}19'53''$  East for a distance of 153.48 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLES # 15 - 17  
BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997  
Revised May 27, 1997  
Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence South  $3^{\circ}43'48''$  West, along the centerline of Behymer Road for a distance of 587.37 feet;

thence North  $86^{\circ}16'10''$  West for a distance of 442.12 feet to Point "K", also being the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South  $33^{\circ}11'00''$  West for a distance of 535.14 feet;

thence South  $80^{\circ}41'21''$  West for a distance of 829.52 feet;

thence North  $55^{\circ}37'44''$  West for a distance of 236.59 feet;

thence North  $2^{\circ}09'27''$  West for a distance of 246.83 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 115.64 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'33''$  and a long chord bearing North  $14^{\circ}12'14''$  West for a distance of 114.79 feet;

thence North  $26^{\circ}15'00''$  West for a distance of 19.36 feet;

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thence North  $10^{\circ}01'56''$  East for a distance of 594.01 feet;

thence North  $56^{\circ}05'25''$  East for a distance of 532.77 feet;

thence North  $53^{\circ}40'00''$  East for a distance of 200.16 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 67.31 feet, the chord of said arc being subtended by a central angle of  $22^{\circ}02'13''$  and a long chord bearing North  $64^{\circ}41'06''$  East for a distance of 66.89 feet to Point "J";

thence continuing along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 169.26 feet, the chord of said arc being subtended by a central angle of  $55^{\circ}25'04''$  and a long chord bearing South  $76^{\circ}35'16''$  East for a distance of 162.74 feet;

thence South  $48^{\circ}52'43''$  East for a distance of 43.10 feet;

thence South  $42^{\circ}55'21''$  West for a distance of 876.51 feet;

thence South  $19^{\circ}55'05''$  West for a distance of 300.27 feet;

thence South  $79^{\circ}49'36''$  East for a distance of 573.10 feet;

thence North  $48^{\circ}20'44''$  East for a distance of 482.71 feet;

thence along the arc of a curve to the left having a radius of 425.00 feet for an arc distance of 33.75 feet, the chord of said arc being subtended by a central angle of  $4^{\circ}33'02''$  and a long chord bearing South  $76^{\circ}04'52''$  East for a distance of 33.75 feet;

thence South  $78^{\circ}21'23''$  East for a distance of 91.78 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 46.35 feet, the chord of said arc being subtended by a central angle of  $11^{\circ}48'11''$  and a long chord bearing South  $84^{\circ}15'29''$  East for a distance of 46.27 feet;

thence South  $0^{\circ}09'34''$  East for a distance of 154.21 feet to the place of beginning and containing 21.250 acres, subject however to all covenants, conditions, restrictions,

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reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS;**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "J" as previously described above;

thence North 38°19'53" West for a distance of 153.48 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS;**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "K" as previously described above;

thence South 86°16'10" East for a distance of 108.57 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103 and 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

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Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723

50-18916-05  
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**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE # 18**

**BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 5, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence South 3°43'48" West, along the centerline of Behymer Road for a distance of 285.66 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence continuing along the centerline of Behymer Road the following two (2) courses:

- 1) South 3°43'48" West, for a distance of 1491.52 feet to a PK nail;
- 2) South 3°34'23" West for a distance of 67.33 feet to a PK nail being the northeast corner of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont County Recorder's Office;

thence North 86°19'37" West, along the north line of said Utter tract for a distance of 304.63 feet;

thence North 3°04'05" West, leaving the north line of said Utter tract for a distance of 722.75 feet;

thence North 16°15'11" East for a distance of 260.30 feet to Point "L";

thence continuing North 16°15'11" East for a distance of 601.69 feet;

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thence South  $86^{\circ}16'12''$  East for a distance of 203.09 feet to the place of beginning and containing 11.448 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

BEGINNING at Point "L" as previously described above;

thence North  $86^{\circ}16'10''$  West for a distance of 108.57 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103 and 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE  
DRIVING RANGE PARCEL  
BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997  
Revised May 27, 1997  
Revised June 9, 1997

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at the southwest corner of Lot 26 of Royal Oaks South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence South  $85^{\circ}09'00''$  East, along the south line of said Lot 26 for a distance of 66.37 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South  $85^{\circ}09'00''$  East, continuing along the south line of said Lot 26 for a distance of 440.79 feet;

thence South  $49^{\circ}30'38''$  West, leaving the south line of said Lot 26 for a distance of 33.64 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 75.11 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}35'28''$  and a long chord bearing North  $61^{\circ}48'22''$  East for a distance of 74.53 feet to Point "B";

thence continuing along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 105.29 feet, the chord of said arc being subtended by a central angle of  $34^{\circ}28'18''$  and a long chord bearing South  $88^{\circ}39'45''$  East for a distance of 103.71 feet;

thence North  $71^{\circ}25'36''$  West for a distance of 165.09 feet;

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thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 21.25 feet, the chord of said arc being subtended by a central angle of 5°24'44" and a long chord bearing North 77°07'58" West for a distance of 21.25 feet;

thence North 15°16'31" West for a distance of 87.00 feet to the south line of Lot 21 of said Royal Oaks South Subdivision also being the place of beginning and containing 0.965 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "B" as previously described above;

thence South 15°53'54" East for a distance of 50.00 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel numbers 27-59-09-025, 026, and 027.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

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Paul W. Feie  
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY**  
**LEGENDARY RUN GOLF COURSE**  
**LAKE PARCEL**  
**BEHYMER ROAD**  
**PIERCE TOWNSHIP**  
 March 31, 1997  
 Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence along the centerline of Behymer Road the following two (2) courses:

- 1) South 3°43'48" West for a distance of 1777.18 feet to a found railroad spike;
- 2) South 3°34'23" West for a distance of 554.85 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South 3°34'23" West, continuing along the centerline of Behymer Road for a distance of 404.49 feet to a PK nail being the northeast corner of a tract of land conveyed to Helen Bradbury by deed recorded in Official Record Volume 38, Page 622 of the Clermont County Recorder's Office;

thence North 84°54'07" West, along the north line of said Bradbury tract for a distance of 200.00 feet to an iron pin being the northwest corner of said Bradbury tract;

thence North 3°29'20" East, leaving the north line of said Bradbury tract for a distance of 113.09 feet;

thence North 66°22'58" West for a distance of 109.82 feet;

thence North 73°58'48" West for a distance of 132.47 feet;

thence South 88°04'46" West for a distance of 241.03 feet;

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thence North  $4^{\circ}17'41''$  East for a distance of 70.52 feet;

thence along the arc of a curve to the left having a radius of 462.00 feet for an arc distance of 81.59 feet, the chord of said arc being subtended by a central angle of  $10^{\circ}07'07''$  and a long chord bearing North  $0^{\circ}45'53''$  West for a distance of 81.48 feet;

thence along the arc of a curve to the right having a radius of 15.00 feet for an arc distance of 20.17 feet, the chord of said arc being subtended by a central angle of  $77^{\circ}03'33''$  and a long chord bearing North  $32^{\circ}42'21''$  East for a distance of 18.69 feet;

thence North  $71^{\circ}14'07''$  East for a distance of 84.57 feet to Point "N"

thence North  $71^{\circ}14'07''$  East for a distance of 57.75 feet;

thence along the arc of a curve to the right having a radius of 475.00 feet for an arc distance of 205.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}47'38''$  and a long chord bearing North  $83^{\circ}37'56''$  East for a distance of 203.95 feet;

thence South  $83^{\circ}58'15''$  East for a distance of 336.53 feet to the place of beginning and containing 4.375 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

BEGINNING at Point "N" as previously described above;

thence North  $18^{\circ}45'53''$  West for a distance of 50.00 feet and there to terminate.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103.

The above description was prepared from a field survey performed by Woolpert LLP

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under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723

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Exhibit H to  
Stipulation of Documents for Agreed Judgement Entry and Consent Decree

**Building Design Review Criteria  
For  
Proposed Planned Golf Development Community**

**FEBRUARY 12, 1997**

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## BUILDING DESIGN REVIEW CRITERIA

### INTRODUCTION

The golf community development is a master planned community being developed by Traditions Investments - Pierce, Inc. (the "Developer") pursuant to the provisions of the PGC Development Regulations set forth in an exhibit to and incorporated in that certain Settlement Agreement entered into between the Developer and Pierce Township in connection with litigation entitled Traditions Investments-Pierce, Inc. v. Pierce Township Board of Trustees, in the Court of Common Pleas, Clermont, Ohio, No. 97CV0321 (the "PGC Development Regulations").

Pursuant to the terms of the Settlement Agreement, the Township has authorized, and Grantor is authorized, to develop and use under the Development Regulations approximately 504 acres of natural rolling hills, indigenous woodlands and gently flowing creeks located south of Bradbury and north and south of White Oak Road, east and west of Merwin-Ten Mile Road, and north of Locust Corner Road in Pierce Township (the "Property"). The natural beauty of this land combined with a championship golf course, clubhouse and swim and tennis facility will establish the Property as one of Ohio's premier golf course communities.

Great care has been taken in the planning, design and construction phases of the community to ensure the Property's natural beauty is retained and that the community is characterized by high quality residential construction. To these ends, it is paramount that the housing designs, exterior materials and construction process are closely monitored so as to make the homes as special and aesthetically pleasing as the land itself.

### DESIGN REVIEW PROCESS

To accomplish the Township's and the Developer's mutual goals of architectural integrity, quality and balance of the built environment with the existing natural environment, the Developer has decided to establish a Design Review Committee to review and approve all building designs, exterior materials, site plans, landscaping plans and color combinations following the Final Detailed PGC Plan approval stage and prior to submittal to the Township for issuance of a Zoning Certificate.

Neither the Design Review Committee, nor the design criteria that it will utilize, seeks to make judgments as to what is beautiful. The objective is not to discourage creativity nor infringe upon the freedom of individual expression. Indeed, design creativity is not only welcomed but encouraged.

1 The Design Review Committee, through the application of design criteria, seeks only to coordinate  
 2 the many directions of all residents, to create harmony with the natural environment, and to protect  
 3 mutual interests in individual investments of all residents in the community.  
 4  
 5  
 6

## 7 DESIGN REVIEW COMMITTEE

8  
 9 The Design Review Committee shall consist of three members. Pursuant to the Homeowner's  
 10 Declaration, the Developer shall appoint two of the Design Review Committee members and Pierce  
 11 Township shall appoint one member.  
 12

13 The Design Review Committee will review plans at the schematic design stage if submitted, at the  
 14 completion of working drawings, and upon the completion of the planned improvement. Members  
 15 of the Committee shall be as follows:  
 16

17  
 18 TBD, (Developer Appointee)  
 19

20  
 21 TBD, (Developer Appointee)  
 22

23  
 24 TBD, (Township Appointee)  
 25  
 26

27 When, in the opinion of the Design Review Committee, additional technical support is needed, the  
 28 following types of consultants may be utilized by the Design Review Committee:  
 29

30 Landscape Architect  
 31

32 Civil Engineer  
 33  
 34

35 The address of the Design Review Committee is 3650 Park 42 Drive, Cincinnati, Ohio 45241.  
 36 Meetings of the Design Review Committee shall be on an as needed basis, with at least 48 weekday  
 37 hours notice given to the Township's representative. The Design Review Committee shall exercise  
 38 diligence in acting upon building plans promptly so as not to delay planning, design or construction  
 39 progress.  
 40

41 Plans will be reviewed according to the criteria hereinafter included. No construction, tree removal,  
 42 grading, addition, or exterior staining/painting involving a color change, shall commence without  
 43 written approval of the Design Review Committee. This includes but is not limited to such

1 structures as basketball goals, play sets, dog houses, swimming pools, fences, etc. The basis for  
2 approvals shall be the plans as submitted and on record. Proposed changes in plans following  
3 approvals must be resubmitted in writing to the Design Review Committee.  
4

5 The Developer of the Property and the Township may, in accordance with the Homeowner's  
6 Declaration for the property replace any of their respective existing members of the Design Review  
7 Committee.  
8

9 The Design Review Committee will review and approve, approve with comment, or disapprove each  
10 submission. The Township Appointee must approve each submission for technical compliance with  
11 the standards established for each product type as set forth in Tables A and B attached to these  
12 Design Review Criteria. Technical review standards include conformance with the approved  
13 Detailed Final PGC Plan and all items identified in Tables A and B, such as lot area and dimensions,  
14 conformance to minimum setback and yard requirements, minimum floor area requirements and  
15 minimum masonry requirements.  
16

17 The Design Review Committee shall have authority for approving or disapproving each submission  
18 based upon architectural, engineering and landscape design character, massing and detailing, and  
19 compatibility of materials and colors in relationship to other homes within the neighborhood and  
20 from prominent and/or important view lines. The Design Review Committee does not have  
21 authority to grant any variance from the requirements of the Township Zoning Regulations,  
22 including the PGC Development Regulations, the Preliminary PGC Plan or Detailed Final PGC  
23 Plans. However, within the parameters established by the PGC Development Regulations, the  
24 Design Review Committee does have the discretion to adjust the front yard setback requirement on  
25 an individual lot in order to preserve natural resources on the site, provided that the setback shall be  
26 no less than the reduction allowed in Table 1 of Section 3.A of the PGC Development Regulations.  
27

28 The Design Review Committee also has the discretion to issue partial design review approval for  
29 footings, foundations and framing prior to receipt and approval of exterior selections and a landscape  
30 plan.  
31

32 In the event the majority of Design Review Committee members votes to approve a submission and  
33 the Township Appointee disagrees based on a question of conformance or nonconformance with the  
34 standards in Tables A and B, the submission shall be deemed incomplete and un-approved until such  
35 time as (1) the builder/owner submits data to the Committee that demonstrates that the submission  
36 satisfies the question raised; (2) the plans are revised to comply with the standards; or (3) the  
37 Township Appointee determines that the intent of the standard has been met. In the event the  
38 majority of Design Review Committee members wish to approve a submission after following the  
39 procedure outlined in (1) above and the Township Appointee still disagrees with the majority of  
40 the Committee, the Township Appointee shall identify the specific points of concern to the  
41 Committee in writing within 3 business days after the Township Appointee has communicated his  
42 disagreement. The issue(s) shall then be re-considered by the Committee with consideration given  
43 to the comments by the Township Appointee. The Design Review Committee members shall

1 either approve or disapprove the submission within 14 days after the matter was re-considered.  
 2 If the Committee approves the submission, the plans will stand as approved, and may be  
 3 submitted to the Township for issuance of a Zoning Certificate. If the Committee disapproves the  
 4 submission, the plans will stand disapproved, and new or revised plans will be necessary to  
 5 further consideration by the Design Review Committee.  
 6

## 7 PRELIMINARY BUILDING PLANS

8  
 9 Prior to commencing preparation of working drawings (final engineering and architectural) it is  
 10 recommended that the applicant informally submit to the Design Review Committee preliminary  
 11 plans to assure conceptual acceptability; two copies of the plan should be submitted to the offices  
 12 of the Design Review Committee. Preliminary plans should include:  
 13

- 14 1. A site development plan showing proposed building and driveway location, any  
 15 proposed change in existing topography, approximate location of existing trees 6" or  
 16 greater in caliper and proposed retaining walls.
- 17 2. Sketches of building elevations showing exterior appearance and exterior materials  
 18 of all sides.  
 19
- 20 3. Sketch of building floor plans.  
 21

22  
 23  
 24 The Design Review Committee will review the sketch plans and promptly return them to the  
 25 applicant with comments, enabling the applicant to proceed with detailed design and preparation of  
 26 final working drawings in accordance with the requirements of Section 10 of the PGC Development  
 27 Regulations.  
 28

## 29 APPROVAL OF FINAL BUILDING PLANS

30  
 31 Prior to submission to the Township for a Zoning Certificate, four copies of complete site  
 32 development and building plans to scale, shall be reviewed and approved by the Design Review  
 33 Committee. These plans must include:  
 34

- 35 (1) grading plan showing finished contours; (maximum contours shall be 2');
- 36 (2) existing environmental features (e.g. ravines, creeks, significant tree stands, etc.) and  
 37 resource protection areas, if any, subject to a conservation easement;
- 38 (3) proposed building pad and lot number, with dimensions and lot setbacks, distances and all  
 39 applicable easements;
- 40 (4) proposed retaining walls;
- 41 (5) driveway location with dimensions and type of surface materials;
- 42 (6) complete architectural plans and specifications including structural details, floor plans,  
 43 decks or balconies, and elevations clearly depicting the design and exterior appearance

- 1 including roof pitches, types of materials, color trim and detail for each side of the  
 2 structure (on a scale of no less than 1/8" = 1');  
 3 (7) landscape plan including all exterior lighting.  
 4

## 5 SITE INSPECTIONS

6  
 7 The Design Review Committee shall have the right to enter upon and inspect any property at any  
 8 time before, during and upon the completion of work for which approval is necessary. Upon  
 9 completion of construction, the applicant shall notify the Design Review Committee so a final  
 10 inspection can be scheduled. If the improvements are considered substantially complete and in  
 11 compliance with the approved plans, the Design Review Committee will issue a Certificate of  
 12 Conformance and notify the Township.  
 13

14 If the Design Review Committee determines that it is appropriate, it may issue a Conditional  
 15 Certificate of Conformance, indicating the improvements have been substantially completed in  
 16 accordance with approved plans, but noting certain items which have not been completed due to  
 17 inclement weather or other reasons beyond the reasonable control of the applicant, and still need to  
 18 be completed. The Design Review Committee shall not issue any Conditional Certificate of  
 19 Conformance unless the Committee first reserves adequate assurance that the incomplete items will  
 20 be completed as soon as reasonably practicable.  
 21

22 Builders and property owners are forewarned the Homeowner's Declaration governing the planned  
 23 golf community provides for the remedy or removal of any nonconforming improvements. The cost  
 24 of the remedy or removal shall be borne by the builder and/or the property owner.  
 25

## 26 DESIGN CRITERIA AND MATERIALS

27 The design criteria and building materials approved for each building type are listed in Tables A and  
 28 B which are attached to these Design Review Criteria and have also been recorded against the  
 29 Property. For each building type to be constructed on the Property, an evaluation of the appropriate  
 30 building materials and design criteria has been made in accordance with Tables A and B. This  
 31 evaluation takes into consideration architectural style and targeted market of the home.  
 32

## 33 BUILDING SETBACKS

34  
 35 Specific setback requirements are established on the record plat in accordance with the PGC  
 36 Development Regulations except to the extent that more stringent building setbacks are imposed by  
 37 the Developer by means of separate instruments, and should be referenced prior to planning any  
 38 construction activity. These setback requirements are created based on the housing type, lot size,  
 39 desired street scene, etc.  
 40

41 "Outdoor" elements of the house will not be allowed to encroach within Resource Protection Areas  
 42 or Other Open Space Areas located with required side or rear yard setbacks. Decks and porches are  
 43 not subject to the setback requirements of the PGC Development Regulations.

## EXTERIOR MATERIALS

The exterior of each residence shall be consistent with the high quality of the overall community. It is required that all exterior finish materials be consistently applied to all sides of the building. Permitted materials for each dwelling unit type are set forth in Table B attached.

The composition of all pitched roofs is to be cedar shake shingles, slate or asphaltic shingles. Asphaltic shingles must be dimensional and 240 lbs. or heavier. Required roof pitches are identified in Table A attached.

The exposed portion of a chimney may be constructed of any approved building material provided that (1) the material is in keeping with the other materials in use on the structure; (2) the material has been selected to add architectural detail to the residence; and (3) the material complies with all applicable building and fire code requirements. All exposed flues including spark arresters other than clay shall have a cawling or other surrounding material approved in advance by the Design Review Committee which screens the view of the flue.

The attached Table A identifies housing types required to have side or rear entry access. The Design Review Committee may grant an exception from this requirement where the size or shape of the home would preclude a functional approach to the garage.

## METERS AND EQUIPMENT

Utility meters and air conditioning equipment must be located only in the side or rear yard, unless the Design Review Committee gives a site specific design exception due to the architectural character of the home and all improvements are screened from public view. Pool equipment may be allowed in rear yards when proper siting and screening has been approved by the Design Review Committee. Mechanical equipment shall be located in such a manner as to minimize offensive noises, odors and appearance to adjoining properties, including the golf course. Equipment shall be landscaped and/or screened and shall be located on the appropriate drawings and documents.

All plumbing vents and roof ventilators shall be installed so as not to be seen from any street side of the home. Additional measures should be taken whenever feasible to reduce exposure of the same from view of the golf course. All plumbing vents or other roof appurtenances must be painted to match the roof color in order to minimize their appearance.

## WALLS AND FENCES

Walls and fences are considered an extension of the architecture of the residence. They are used to make transitions between the mass of the architecture and natural forms of the site. All walls and fences shall be designed to be compatible with the total surrounding environment and shall not block natural views. Fences, walls and hedges are considered design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, and to provide security and

1 privacy to the property. Although it is encouraged that homeowners add trees and shrubs to their  
2 yards, the installation of row like plantings will be discouraged.  
3

4 All walls and fences must be approved by the Design Review Committee prior to installation. It is  
5 recommended that walls be made of solid masonry, ornamental wrought iron with columns or split  
6 rail. Prefab wood fencing or chain link will not be permitted within the community. Maximum  
7 height for walls and fences is 6' above grade. The Design Review Committee will review requests  
8 for adjustments to height and material usage on a case-by-case basis.  
9

10 Retaining walls which attach to the residence should utilize the same materials that the wall comes  
11 in contact with. All retaining walls shall be made from stone, brick, landscape ties or other approved  
12 materials. Final design and materials must be approved by the Design Review Committee.  
13

14 In-ground pool and tennis court fencing must receive Design Review Committee approval and  
15 meet the typical setback requirements.  
16

## 17 MAILBOXES

18  
19 The Design Review Committee requires the installation of a standardized mailbox prior to final site  
20 inspection and release of the Lot Development Deposit (LDD). A vendor for the acquisition of the  
21 mailbox has been approved by the Design Review Committee. The payment for the mailbox and  
22 its installation is the responsibility of the lot owner.  
23

## 24 EXTERIOR LIGHTING

25  
26 As with all exterior design work, lighting should be used to enhance the overall design concept of  
27 the home in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe  
28 upon adjacent neighbors. Glare shields are required to eliminate bright spots and glare sources.  
29 Exterior lighting which utilizes low-voltage or similar non-glare direct task type fixtures mounted  
30 as close to grade as possible is encouraged. No bare light bulbs are permitted to be visible. All  
31 lighting fixtures and appurtenances must be as inconspicuous as possible, especially if lights are  
32 visible above grade level. Written approval from the Design Review Committee is required prior  
33 to the installation of any exterior lighting.  
34

## 35 POOLS AND TENNIS COURTS

36  
37 The construction of in-ground swimming pools, spas and tennis courts is permissible provided such  
38 structures comply with the minimum setback requirements set forth in Table 1 of the PGC  
39 Development Regulations. In addition, the location, design and use of all materials must be approved  
40 by the Design Review Committee.  
41

## PLAY EQUIPMENT

The Property is a community of family, professional and empty nester households. Due to this diversity it is important to be respectful of the overall image of the community. To create a harmonious order, minimum design standards are established for all play equipment. All play sets including swings, forts and climbers must be constructed of natural materials. Tenting is permitted on the play sets but must be neutral, green or blue in color. Harsh primary or neon colors are not permitted. Design Review Committee approval is required of all play sets. The applicant must submit a representation of the equipment proposed along with a plan of the lot which locates the placement of the proposed construction. Landscape screening of the equipment may be required by the Committee to reduce views from roadways and adjoining properties.

Basketball courts are permitted as long as the goal is located behind the projection of the front plane of the house. Poles must be black or white in color, with clear, white or grey backboards exclusive of ornamentation. Roof or wall mounted backboards are not permitted. Applicants must submit a plan of the lot with the proposed location of the pole to the Design Review Committee for approval.

## REFUSE AND STORAGE AREAS

Garbage and refuse shall be placed in containers and shall be capped or contained in such a manner they are inaccessible to animals. These containers shall be concealed within the homes or screened by landscaping sufficient to ensure that they are not visible from the street, adjoining homesites or the golf course.

1 **HEIGHT RESTRICTIONS**

2  
3  
4 Maximum building heights for the development, measured vertically from the highest point of the  
5 structure to the average natural grade level on the perimeter of the structure, are established as  
6 follows:  
7

8

Type	Maximum Building Height
Detached Single Family	35ft.*
Attached Single Family (Carriage and Townhouse)	35ft.
<p>9</p> <p>10</p> <p>11</p> <p>12 Notes:</p> <p>13 * The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41</p> <p>14 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at</p> <p>15 the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25</p> <p>16 feet from the finished grade. The height of the lowest elevation of any designated fire</p> <p>17 ingress/egress point (door or window) shall not exceed 35 feet from the finished grade</p> <p>18 immediately below the ingress/egress point. (See Table A, Diagram A-3 at back of</p> <p>19 document)</p>	

20  
21 More stringent restrictions may be imposed on given homesites where deemed necessary by  
22 the developer's design review committee to protect the aesthetic integrity of the community.  
23

24 **SIZE RESTRICTIONS**

25  
26 The minimum square foot sizes for the homes on the Property are listed in Table A attached to these  
27 Design Criteria. Each home will be evaluated based on its individual impact on the homesite, the homes  
28 in close proximity, and the community as a whole.  
29

30 **LANDSCAPING**

31  
32 **VACANT HOMESITES**

33  
34 All homesites purchased from the developer and remaining vacant are the responsibility of the  
35 property owner for periodic maintenance. No stocking of material, firewood or temporary shelters  
36 will be permitted on any vacant homesite without prior approval by the Design Review Committee.  
37 In the event the lot owner does not provide the required maintenance, the Association will cause this  
38 work to be done at the owner's expense.  
39

## NATURAL FEATURES

Throughout the Property a number of fine mature trees exist. Many are located in prominent view from streets, roads and the golf course, giving them special significance. In addition to requiring protection of natural resource areas pursuant to the provisions of the PGC Development Regulations, the community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Design Review Committee to remove any tree, on any building lot, with a minimum trunk diameter over six (6) inches at four (4) feet above natural grade (diameter at breast height - DBH).

In addition to the already established vegetation many other plant types will be acceptable for use within the community. The Design Review Committee will take into consideration all elements of the individual landscape plan and plant materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the Design Review Committee to landscape their homesite with plant material indigenous to the area.

## GRADING AND EXCAVATING

The design and development concepts of the Property call for the maintenance of the natural features in as much of the original condition as possible.

The Design Review Committee and Pierce Township are particularly conscious of site utilization and desire not to disrupt the natural terrain in several areas identified as Resource Protection Areas on the approved Development Plan. The Design Review Committee encourages all applicants and property owners to locate structures sympathetically with the specific homesite. It is important to remember the beauty of the development is the land and its natural features and the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to assure compliance with this philosophy, a grading plan will be required as a part of the final design submittal. Grading approval must be obtained from the Design Review Committee before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining written authorization.

All grading reviews shall be subject to the jurisdiction of the Design Review Committee and shall be considered individually for each lot. In addition to the grading and excavation requirements of Clermont County, Committee recommendations or requirements will be based upon individual homesite location, terrain, soil conditions, drainage, cuts and fills, and other specific conditions the Design Review Committee feels impact upon the site design.

## LANDSCAPE PLAN

A strong emphasis is placed on landscaping in the design review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community, and each Design Review submittal must satisfy the landscaping requirements of Table A.

To assure the overall beauty of the Property is preserved and enhanced, the Design Review Committee must review and approve plans for each individual residence. The Design Review Guidelines require all front and side yards to be landscaped. Front yards shall be sodded with nursery grade sod. The limits of sodding shall be as stated in Table A. Rear yards may be seeded with straw, stolonized or hydroseeded. Grass types are restricted to fescue, bluegrass, and rye unless otherwise approved. A fully landscaped rear yard will be required of all homesites visible from the golf course. The Design Review Committee requires shade trees planted in each front yard and in rear yards of homes on the golf course in accordance with Table A. Landscaping for homes on corner lots must include all sides of the house facing roadways.

The Property has been designed utilizing the natural elements as much as possible. Various hardwoods and other trees are common within the community and it is the intent of the Design Review Committee to maintain this landscape integrity.

The determining factor of good landscape design is the integration of the architecture with the location of the residence. The Design Review Committee will take into account the relationship between the home, site, adjacent homes, views, prevailing breezes, golf course and other amenities in making approval decisions regarding specific landscape plans.

Landscape plans shall be detailed and accurately drawn to an appropriate scale (not less than 1" = 20'). The plans shall show pertinent site and architectural information including existing and proposed contours and elevations, drainageways, existing trees over 6" caliper, driveways, walks and an accurate outline of the existing and / or proposed building with doors, windows, stoops, decks, retaining walls, spas, hot tubs and other features shown. The materials of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc., shall be specified.

## LOT DEVELOPMENT DEPOSIT

A Lot Development Deposit (LDD) must be submitted to the Design Review Committee prior to approval of any improvement. This deposit will be retained by the Committee to assure all homes in the community receive a minimum landscaping package. This deposit shall also serve as a deposit to be used toward the repair of damages to community property as a result of the builders or owners actions or inaction.

The amount of this deposit is subject to change from time to time. The full amount of the deposit is refundable, less any justifiable expenses, within 30 days of the issuance of a Certification of

1 Conformance, or for Conditional Certificates of Conformance, within 30 days after the fulfillment  
2 of the incomplete items described in the Conditional Certificate of Conformance, providing no  
3 significant discrepancies are remaining. Deficiencies noted at the final inspection will cause the  
4 return of the deposit to be delayed until such time as the deficiencies are remedied.  
5

## 6 GENERAL COMMUNITY STANDARDS

### 7 8 **TEMPORARY IMPROVEMENTS**

9  
10 No temporary building or structure shall be permitted except for trailers, barricades, trash receptacles  
11 or portable toilets as may be approved or required by the Design Review Committee. The existence  
12 of these structures will only be permitted during the construction period for a permanent  
13 improvement.  
14

### 15 **SITE CLEANLINESS**

16  
17 All sites must be kept free of loose debris and other non-indigenous waste materials. During  
18 construction, the builder is required to maintain a trash receptacle of sufficient size to contain all  
19 debris from the project, and to cause the removal of the trash periodically in order to avoid  
20 overloading the receptacle to the point the debris projects above the top rim.  
21

22 During the construction period it is critical that all loose debris be contained on a daily basis and that  
23 no debris is allowed to blow onto adjacent homesites or the golf course.  
24

### 25 **SIGNS**

26  
27 The installation of signs other than those specifically approved by the developer, are strictly  
28 prohibited. This signage restriction includes but is not limited to builders, subcontractors, realtors,  
29 lender, architect and suppliers. Standardized community signs benefiting the Developer and  
30 Featured Builders for the development are permitted. Signs of a temporary nature which advertise  
31 the development of the community shall be removed when 95% of the lots have been sold to  
32 homeowners. Temporary signs on individual lots advertising the builder shall be removed when the  
33 home has been transferred to the homeowner.  
34

### 35 **REMODELING AND ADDITIONS**

36  
37 It is required that all plans for remodeling or additions that alter the exterior appearance of any  
38 permanent structure or homesite be approved by the Design Review Committee. All of the  
39 requirements and guidelines in this document, as well as applicable governmental approvals, apply  
40 to these types of improvements.  
41  
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# DESIGN REVIEW CHECKLIST AND APPLICATION

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The Design Review Criteria has been established for the benefit of all Property Featured Builders and homeowners. Please fill out the checklist below and submit with each plan to Great Traditions Land & Development Co., 3650 Park 42 Drive, Cincinnati, OH 45241, for approval by the Design Review Committee.

Recorded Lot# \_\_\_\_\_ Submission Date: \_\_\_\_\_

Lot Address: \_\_\_\_\_

Applicant: \_\_\_\_\_ Contact: \_\_\_\_\_

Return Address: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact: \_\_\_\_\_

Landscaper: \_\_\_\_\_ Contact: \_\_\_\_\_

**Submitted For:**

Preliminary Design Review *(Refer to the Design Review Criteria for submission requirements)*

Final Working Drawing Review

Four sets of plans are enclosed (Two sets of plans will be returned to the applicant)

Four plot plans are enclosed (Two plot plans will be returned to the applicant)

Two Landscape plans enclosed

Lot Development Deposit (LDD)

Exterior material selections enclosed, i.e. roof, brick/stone, siding, trim, walls, etc. (Paint samples are included for all exterior materials).

REVIEW COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved By: \_\_\_\_\_

Not Approved Date: \_\_\_\_\_

**PGC DEVELOPMENT BUILDING DESIGN STANDARDS**

**Table A**

	Large Estate	Estate	Manor	Golf Manor	Lot Line	Village	Carriage	Townhouse
Lot Width	120'	110'	90'	80'	75'	50'	30'	22' (a)
Min Lot Size (s.f.)	20,000	15,000	12,500	10,000	10,000	6,000	3,600	2,500
Setbacks								
Front Yard	50/35'(b)	35'	35'	35/30'(k)	20'	25'	20'	20'
Side Yard	10'	10'	10'	10'	0/10' (c)	5'	0'	0'
Rear Yard	30'	30'	30'	30'	20'	20'	20'	20'
Golf Yard	30'	30'	30'	30'	20'	20'	20'	20'
Min House Size (s.f.)	1,700	1,550	1,400	1,400	1,260	1,120	1,000	900
Max No. Attached Units	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	6 (l)	6 (l)
Min Masonry Req'd. (d)	0%	0%	0%	0%	70-0%(e)	70-0% (e)	70-25%(f)	70-25%(f)
Landscaped Trees (g)								
Canopy Tree	3	3	2	2	1	1	1	1 or 2
Ornamental Tree (h)	3	3	3	3	2	1	1-1/2	1 or 2
Sod Limits	Rear Corner	Rear Corner	Front Corner	Front Corner	Rear Corner	Rear Corner	Front Corner	Front Corner
Min. Roof Slope	8/12	8/12	6/12	6/12	8/12	8/12	6/12	6/12
Max. Building Height (m)	41'	41'	41'	41'	41'	41'	35'	35'
Front Loading 2 Car Garage (i)	No	No	Yes	Yes	Yes (j)	Yes	Yes	Yes

Notes:

- (a) Average width of units must be a minimum of 24 feet for each building.
- (b) The standard minimum front yard setback is 50 feet. The setback may not be reduced to less than 35 feet when it is necessary to avoid disturbances to natural resources. The Design Review Committee must approve any reduction in front yard setbacks.
- (c) Zero setback is permitted. A minimum of 10 feet horizontal separation shall be maintained between dwelling units.
- (d) Masonry materials include: brick, stone, cultured stone, dryvit, stucco, and decorative masonry products.
- (e) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 0%. Required masonry may be applied to any facade of the structure. [See Diagram A-1 (Lot Line) and (Village)]
- (f) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 25%. Required masonry must be applied to each facade of the structure at the required percentage. [See Diagram A-2 (Carriage) and (Town Home)]
- (g) These requirements apply to owner/builder required front yard landscaping to be located between the residence and the street.
- (h) Ornamental trees include evergreen trees.
- (i) All three car garages except on corner lots must be side or rear loading.
- (j) Side loading garages shall be located no less than 20 feet from roadway pavement edge.

- 1 (k) The standard minimum front yard setback is 35 feet. The setback may not be reduced to less than 30
- 3 feet in order to avoid disturbances to natural resources or to increase the rear yard adjacent to the golf
- 4 course. The Design Review Committee must approve any reduction in front yard setbacks.
- 5 (l) Units must be staggered by at least six feet.
- 6 (m) Maximum building heights for any dwelling unit, measured vertically from the highest point of
- 7 the structure to the finished grade level on the perimeter of the structure, are established as follows:

Type	Maximum Building Height
Detached Single Family	35ft.*
Attached Single Family (Carriage and Townhouse)	35ft.
<p>Notes:                      * The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25 feet from the finished grade. The height of the lowest elevation of any designated fire ingress/egress point (door or window) shall not exceed 35 feet from the finished grade immediately below the ingress/egress point. (See Diagram A-5)</p>	

18 More stringent restrictions may be imposed on given homesites where deemed necessary by  
 19 the developer's design review committee to protect the aesthetic integrity of the community.  
 20

PGC DEVELOPMENT BUILDING DESIGN STANDARDS

Table B

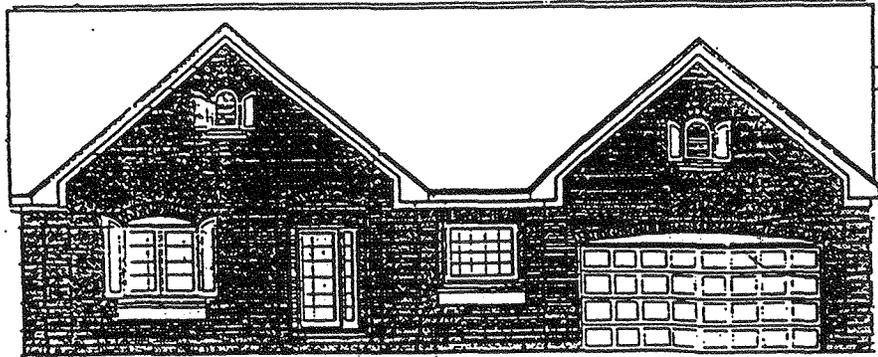
	Masonry	Minimum Standard
<b>Materials List</b>		
Brick	yes	none
Decorative Masonry	yes	none
Natural Stone	yes	none
Cultured Stone	yes	Stone Products Corp., Carriage Hill Stone Co., or equal
Dryvit (EFIS)	yes	none
Stucco	yes	none
Redwood	no	none
Cedar	no	none
Composition siding	no	Innerseal by Louisiana-Pacific or equal. 25 year minimum Limited Warranty
Vinyl Siding	no	Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty.
Vinyl Trim	no	Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty.

**Diagram A-1 to  
The Design Review Guidelines**

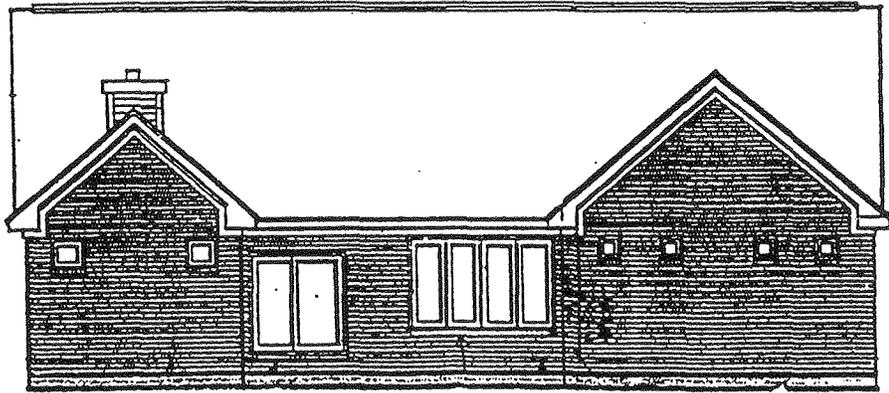
**[Single Family Detached (Lot Line and Village Home)]**

1  
2  
3  
4  
5

Single Family Detached



Front Elevation



Rear Elevation

The areas shaded comprise the areas to be measured in determining the amount of masonry to be included on the proposed structure.

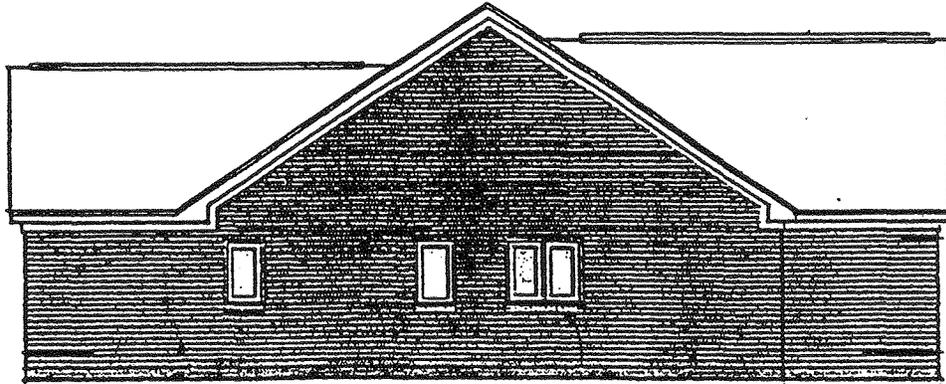
**DIAGRAM A-1**

[Single Family Detached (Lot Line and Village Home)]

2  
3  
4  
5

2 0 1 2

Single Family Detached



Left Elevation



Right Elevation

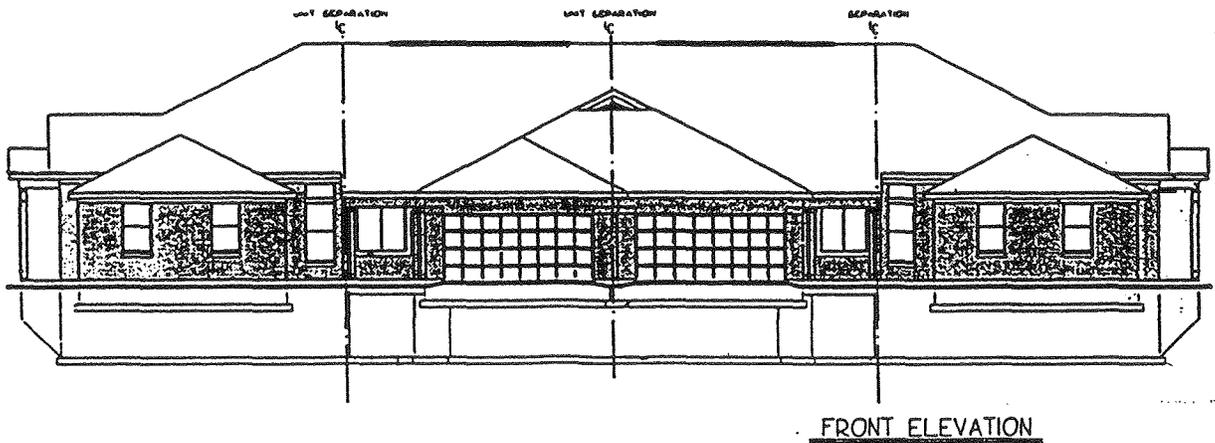
**Diagram A-2 to  
The Design Review Guidelines**

**[Single Family Attached (Carriage Home and Town Home)]**

1  
2  
3  
4  
5  
6

Single Family Attached

1 of 4



The areas shaded comprise the areas to be measured in determining the amount of masonry to be included in the proposed structure.

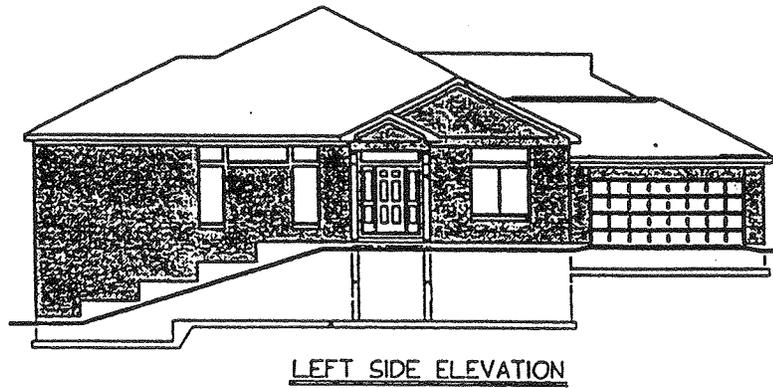
DIAGRAM A-2

[Single Family Detached (Carriage Home and Town Home)]

1  
2  
3  
4  
5

2 of 4

Single Family Attached



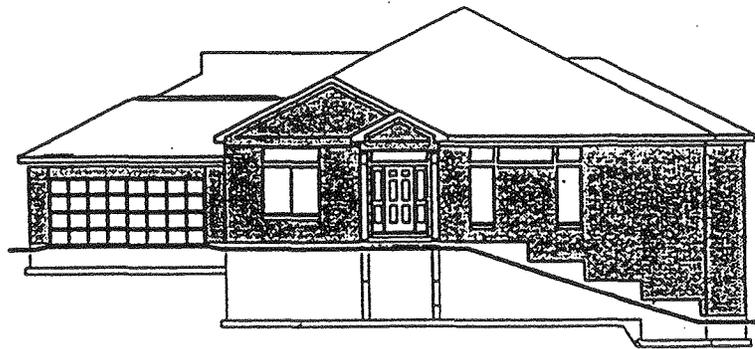
1  
2  
3  
4  
5  
6

DIAGRAM A-2

[Single Family Detached (Carriage Home and Town Home)]

Single Family Attached

3 of 4



RIGHT SIDE ELEVATION

1  
2  
3  
4  
5  
6

**DIAGRAM A-2**

**[Single Family Detached (Carriage Home and Town Home)]**

4 of 4

Single Family Attached

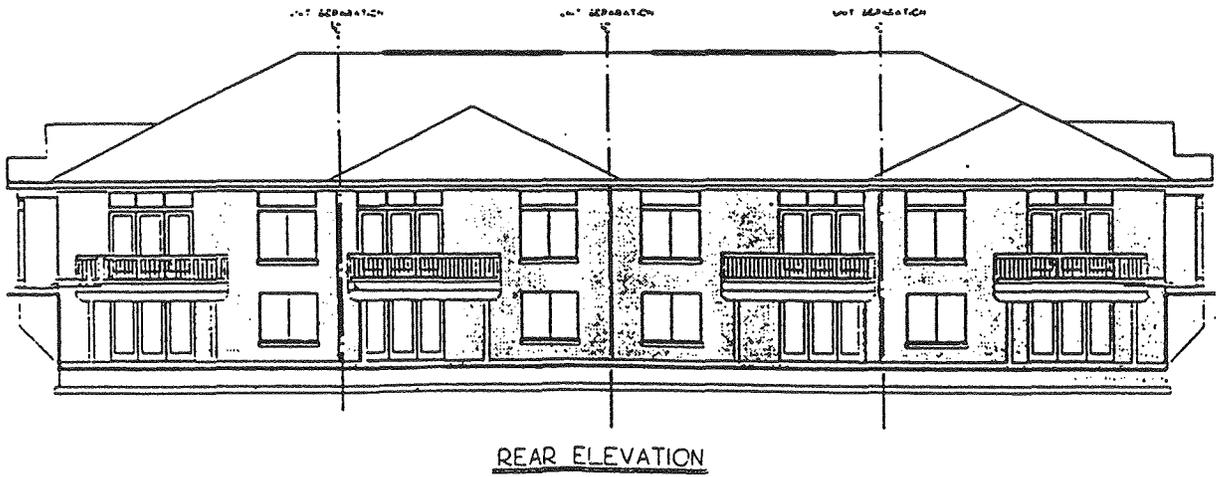
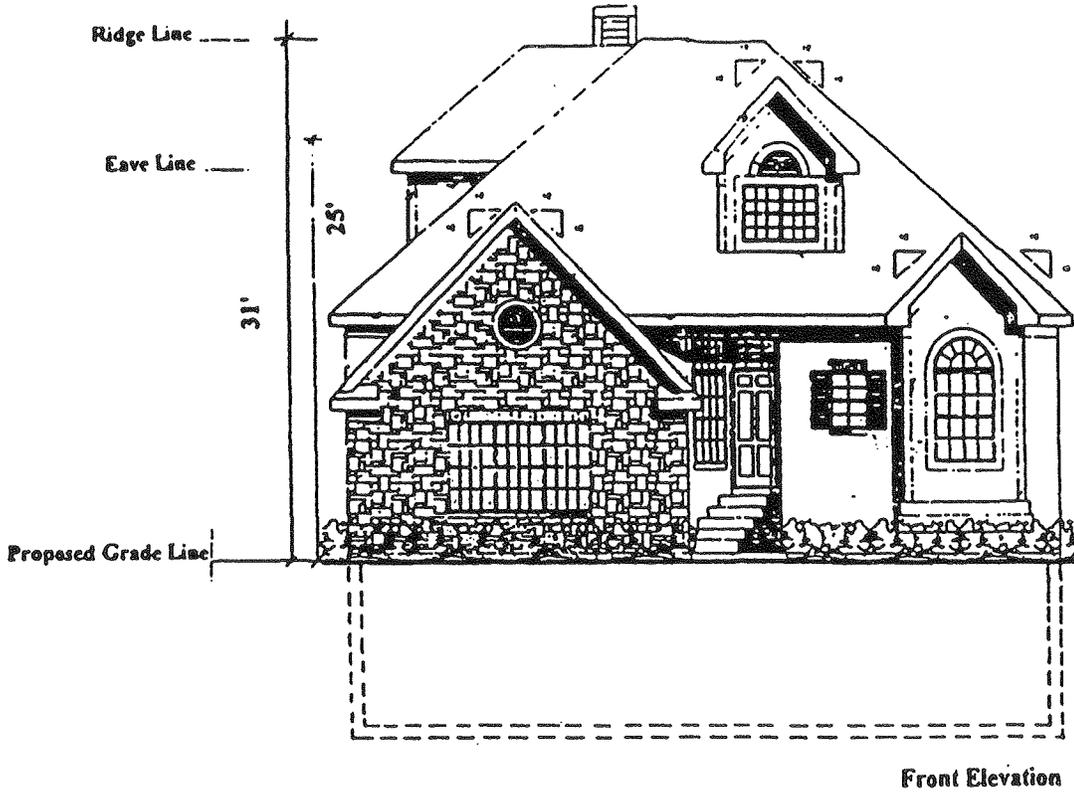


Diagram A-3 to  
The Design Review Guidelines

Maximum Building Height

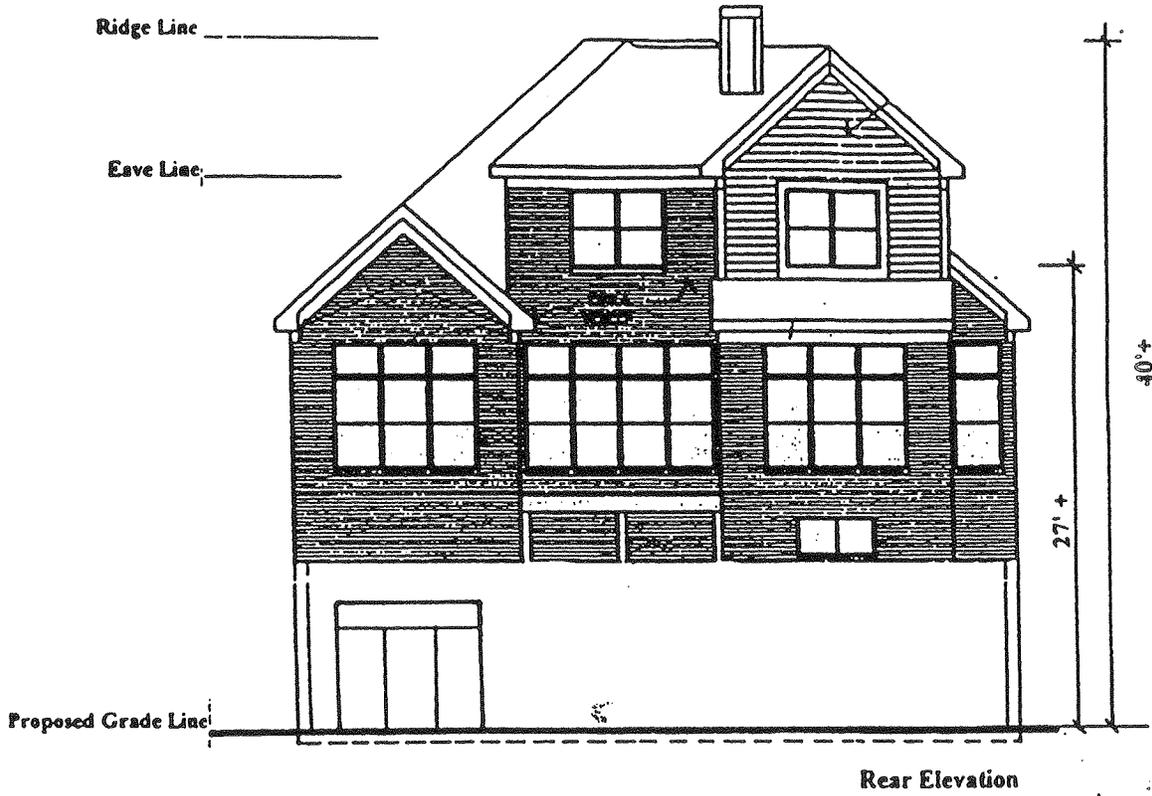
- 1
- 2
- 3
- 4
- 5



1  
2  
3  
4  
5  
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7

**DIAGRAM A-3**

**Maximum Building Height**

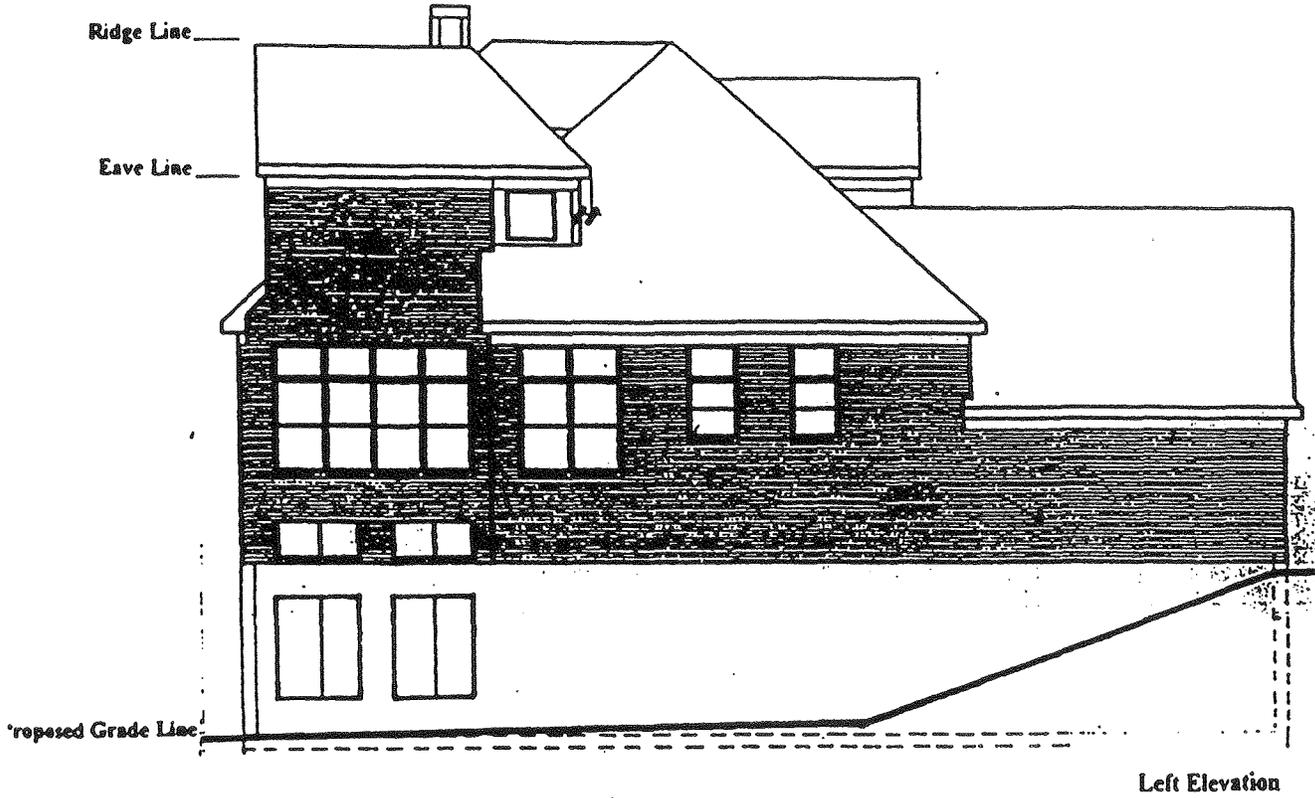


2 of 4

DIAGRAM A-3

Maximum Building Height

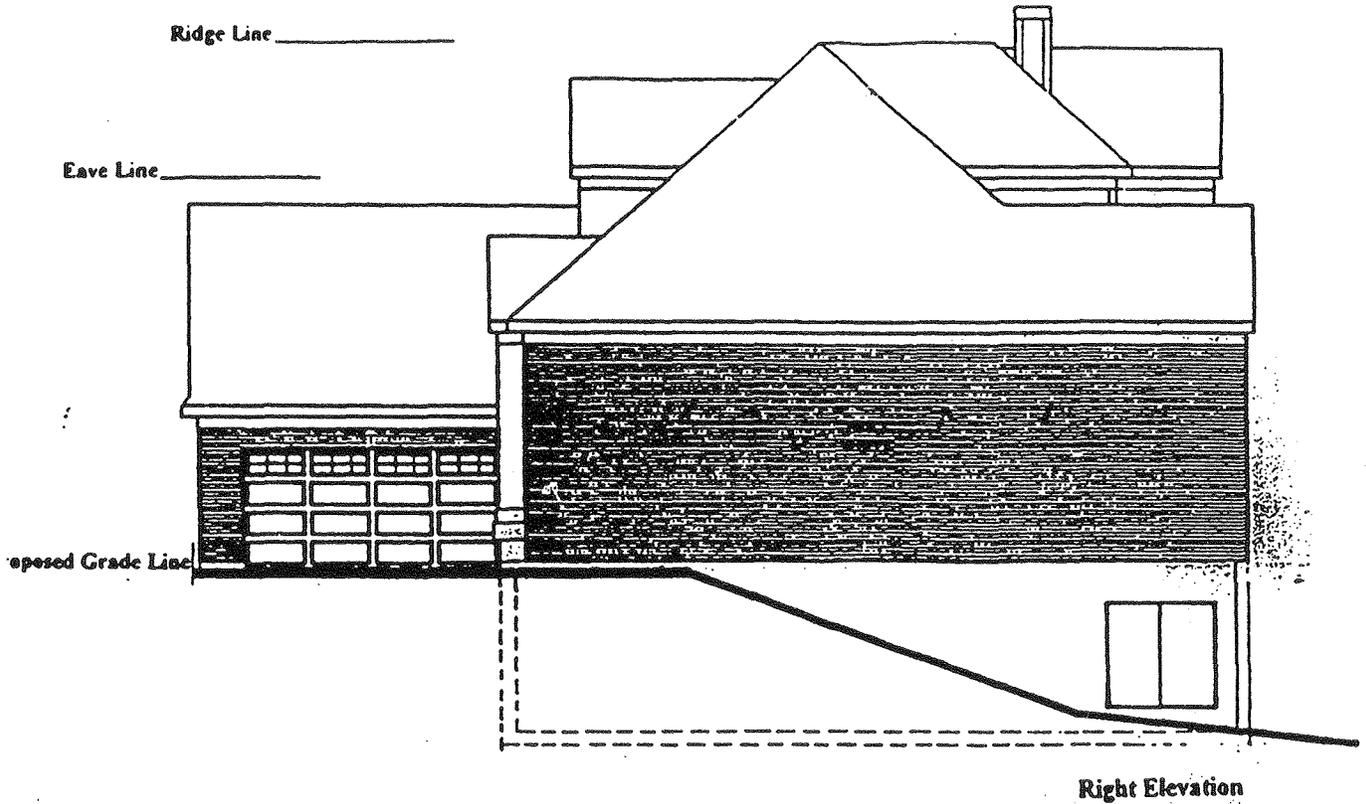
- 1
- 2
- 3
- 4
- 5



**DIAGRAM A-3**

**Maximum Building Height**

1  
2  
3  
4  
5  
6



4 of 4

BOOK 1031 PAGE 897

Original Draft 8/16/96  
Revision 9/19/96  
Revision 9/20/96  
Revision 1/23/97  
Revision 3/04/97  
Revision 4/30/97  
Revision 5/30/97  
Revision 6/02/97

GOLF COURSE COVENANTS

BOOK 0918 PAGE 645

This Declaration of Covenants is made this 16<sup>th</sup> day of June, 1997, by and between McCaw Investment, Ltd., an Ohio limited liability company, ("McCaw") for the benefit of Traditions Investments - Pierce, Inc., an Ohio corporation (the "Developer") under the following circumstances.

WHEREAS, McCaw is the owner of approximately 191 acres of real property described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, McCaw and Developer entered into a certain Agreement dated June 11, 1997 wherein the Developer agreed to sell to McCaw and McCaw agreed to purchase from the Developer approximately 191 acres of real property upon which McCaw is required to construct a high end, daily fee, 18 hole championship golf course which will be open to the public (the "Agreement"); and

WHEREAS, Developer originally owned the Property as part of a 504 acre planned residential golf course community (the "Project") and sold the Property to McCaw, based upon certain representations from McCaw that the golf course would be constructed, maintained and operated as a high end, daily fee, 18 hole championship golf course open to the public; and

WHEREAS, McCaw and Developer acknowledge that the quality and operation of the golf course and the relationship between the golf course and the residential parcels are of paramount value to the parties.

RECEIVED FOR RECORD  
97 JUN 16 PM 2:35  
CLEMSON CO. RECORDER  
ATAVIA, OHIO

NOW THEREFORE, McCaw hereby declares that the Property shall be held, sold and conveyed subject to these covenants and restrictions set forth in this Declaration which are for the purpose of protecting the value and desirability of the golf course and the residential parcels and which shall run with the Property and be binding on all parties having a right, title and interest in such Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of Developer and its assigns.

1. Property subject to this Declaration. The Property shall be held, conveyed and improved, subject to this Declaration.

2. Operation and Ownership of Golf Course. The Property shall at all times be operated and maintained as a high end, daily fee, 18 hole championship golf course, open to the public. McCaw shall complete the construction of the golf course at its sole expense so that the 18-hole golf course can be open for play on or before that date which is three (3) years following the date of closing as set forth in the Agreement (the "Closing"). The date specified above may, at McCaw's option, be extended for such period(s) as McCaw is prevented from completing the golf course for reasons that are beyond McCaw's control. McCaw shall not convey, sell, transfer, lease, or encumber the Property or any portion thereof to any third party or enter into any agreements to do so without complying with the requirements of Paragraph 8 herein.

Excepting from the preceding restriction shall be McCaw's acquisition, construction and development financing necessary to construct, complete and maintain the golf course as well as any equipment leasing for clubhouse or golf course operations. If McCaw does, during the term of this Agreement and prior to the tenth anniversary of the Closing, convey, sell, transfer, lease or encumber the golf course, the terms of any such transaction shall require that the purchaser,

transferee, lessee or party to which such transfer is made agrees to comply with all of McCaw's obligations to Developer related to the golf course for the term of this Agreement and that such obligations shall be covenants running with the land for the term of this Agreement.

3. Modifications to the Golf Course. McCaw shall consult with Developer in a timely manner prior to making modifications to the final working drawings for the golf course which were approved by Developer pursuant to Section 10(c) of the Agreement. McCaw agrees that it shall be receptive to considering any requests for modifications to the golf course made by Developer and Developer agrees to be receptive to considering any requests for modifications to the residential development made by McCaw, in order to achieve the highest level of value and productivity between the residential development and golf course interests, including without limitation, modifications to boundaries and lot lines, modifications of existing or planned access points to certain portions of the golf course, modifications to the height and location of certain mounds and modifications to the elevation of certain roadways, landscaping, trees and other elements located on or abutting the golf course in order to enhance the view of the golf course from roads and lots. McCaw and Developer agree not to unreasonably withhold their consents to any such requests by the other. Modifications to existing mounds and other existing features of the golf course that cannot be made without significantly interfering with golf course play, will be undertaken by Developer to minimize any adverse impact on the golf course during the golf season (April through September).

4. Utility Easements. McCaw agrees to grant to Developer easements over the golf course at necessary and convenient locations for the installation, maintenance, repair, replacement, and use of utility lines including storm water drain lines to serve the Project. In

addition to the specific easements referenced above, McCaw agrees to be receptive to considering requests that may be made by Developer or any of its lenders from time to time for other easements over the golf course for signs, streetscaping and landscaping as may be incorporated in Developer's plans for the Project. As part of the utility easements required to be granted herein, such easements shall include the right to enter upon the golf course as is necessary in order to install, maintain, repair, and replace such utility lines or related facilities and signs, streetscaping and landscaping provided that Developer shall, except in the event of an emergency, give McCaw at least ten (10) days advance notice of any construction activities on the golf course that will require digging and Developer shall be responsible for returning any disturbed areas of the golf course to their original condition after the exercise by Developer of its rights under any of these easements. Upon Developer's request, McCaw shall execute a recordable instrument describing the specific location of any easements requested by Developer pursuant to this section. Said easements shall be transferable to the utility provider. Any work performed pursuant to this Paragraph 4 will be undertaken by Developer to minimize any adverse impact on the golf course during the golf season (April through September).

5. Golf Course Standards. McCaw agrees to maintain and operate the golf course in a top quality manner with significant detail given to mowing, edging, cart path and building maintenance. A full time professional staff will be retained for golf course maintenance and pro shop functions. The maintenance superintendent shall be a member in good standing with the Golf Course Superintendent Association of America. McCaw agrees to maintain and operate the Golf Course grounds and buildings at a level of maintenance and detail similar to the area's better daily fee golf facilities such as the Blue Ash Golf Course in Hamilton County, Ohio.

6. Rules and Regulations of Operation. Subject to Developer's approval, McCaw shall establish appropriate rules of play consistent with top quality golf clubs existing in residential communities. Developer's reasonable approval of such rules and regulations of operation shall not be unreasonably withheld so long as they are consistent with protecting the interests of adjacent residents and assist in maintaining the overall quality of the Project.

7. Disputes. If any dispute arises between the parties as to the provisions of this Golf Course Covenant, then the parties will attempt in good faith to expeditiously resolve the dispute by giving written notice to the other designating an executive officer with the appropriate authority to be its representative in negotiations relating to the dispute. Upon receipt of such notice the other party shall within five (5) business days designate an executive officer with similar authority to be its representative. The said executive officers of the parties shall then submit the issue(s) to an independent Arbitrator, the Federal Mediation and Conciliation Service or some similar service for mediation under the Commercial Mediation Rules of the American Arbitration Association. The decision of the mediator/arbitrator shall be final.

8. Right of First Offer. As provided for in the Agreement, McCaw may not convey the Property to any third party until the golf course, clubhouse, and golf course improvements have been certified as completed.

9. Golf Course Clubhouse. McCaw shall at its own expense cause a quality clubhouse to be constructed on the Property as shown on the Preliminary Development Plan (Exhibit C to the Agreement) submitted by Developer and approved by Pierce Township on or before three (3) years from the Closing. The clubhouse shall cost a minimum of Five Hundred Thousand (\$500,000.00) Dollars and contain 4,000 to 5,000 square feet of usable space. The

clubhouse shall be similar in quality to the Blue Ash Golf Course Clubhouse.

10. Privileges to be provided to Developer. McCaw agrees to provide Developer's staff during the period that Developer is marketing the residential lots of the Project, the following items:

(i) Access to the golf course as is reasonable to tour the golf course and the Project with potential purchasers, lenders and consultants with the use of golf carts for such purposes at no charge; and

(ii) a minimum of two (2) golf carts at the "sales center" at all times for the Project to take potential purchasers, lenders, consultants on tours of the golf course and Project; and

(iii) charge privileges at the golf course including at the clubhouse for food, beverage and merchandise (the discounted price for food and non-alcoholic beverages will be negotiated between Developer and McCaw).

As further consideration for the execution of this agreement Developer will receive annually up to a maximum of 250 complimentary rounds of golf with cart usage. Developer will limit its complimentary rounds to weekday play. However, McCaw will permit some level of weekend play after 2 p.m. as agreed to by the parties. Seller's right to complimentary rounds shall expire on December 31, 2008 or upon the expiration of a cash-flow sharing arrangement required by the Consulting Agreement between the parties, whichever comes first. McCaw agrees to provide Developer's staff with a discount equal to 10 percent in excess of McCaw's cost for all in-stock or special order merchandise to assist Developer with its promotional marketing efforts. The intent of providing the aforementioned complimentary rounds of golf,

food, beverage and merchandise discounts is to assist Developer in its promotional marketing effort of the Project.

11. Amenities to Project Residents.

Golf packages for Project residents shall be made available by McCaw after the opening of the golf course. McCaw agrees to make available to residents of the Project an amenity package that will include at a minimum the following features: (i) an annual use fee on a single user basis which will allow for unlimited golf course usage for the purchaser, and which fee shall be competitive with fees charged by golf facilities of similar quality for such privileges; (ii) a feature which would permit the purchaser of the package to purchase twenty (20) golf passes for immediate family members to play the golf course; (iii) preferred tee times such that purchasers of the package will have the ability to reserve tee times at least three (3) days in advance of the general public; (iv) charge privileges to be established for each package owner allowing the individual to charge pro shop purchases, food and beverage, carts, range balls and other items and services available at the golf course and clubhouse. Optional items to be offered to purchasers of the package for additional cost will include bag storage and locker use on a priority basis. McCaw agrees that residents of the Project shall at all times be eligible for the highest level of privileges made available to any customers or users of the golf course even if the programs described above are modified or discontinued. Developer agrees to be receptive to any request from McCaw for modifications to the requirements of this paragraph and agrees not to unreasonably withhold its consent to any such request for modification.

12. Use of Clubhouse by Homeowners Association McCaw agrees that the Homeowners's Association for the Project shall have the right to use the clubhouse for

community and association meetings and events so long as the Association complies with the established policies and procedures for reservation and use of the clubhouse as established by the management of the clubhouse.

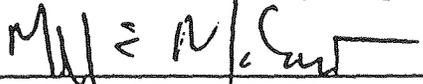
13. Enforcement of Covenants. For so long as Developer or its assigns own any of the residential parcels within the Project, Developer and its assigns shall have the right to enforce this Declaration by proceeding at law or in equity including seeking an order from a court of competent jurisdiction requiring the owner of the Property to operate and maintain the Property in accordance with the terms of this Declaration.

14. Non-Waiver. Any failure to enforce these covenants shall not be deemed a waiver thereof or any acquiescence in or consent to any continuing further or succeeding violation thereof.

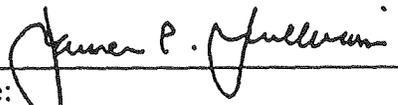
IN WITNESS WHEREOF, the foregoing Declaration of Covenants was signed as of the first date above written.

Signed and acknowledged  
in the presence of:

MCCA W INVESTMENT, LTD.  
An Ohio limited liability company

  
MICHAEL E. MCCA W

  
Name: JOSEPH EBERHART

  
Name: JAMES P. SULLIVAN

STATE OF OHIO, COUNTY OF CLERMONT, SS:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 1997, by Michael E. McCaw, the authorized member of McCaw Investment, Ltd., an Ohio limited liability company, on behalf of the Company.

*Mark J. Weber*

Notary Public

MARK J. WEBER, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no Expiration Date  
Section 147.03 O. R. C.



**EXHIBIT A**

**Legal Description of the Property 191 Acres.**

**The Attached Draft Boundary Survey Prepared by Arthur Hills & Associates, dated May 31, 1997, Shall Serve as the Basis for the Final Legal Description.**

Exhibit A

BOOK 1031 PAGE 907

BOOK 0918 PAGE 655

**.SUBDIVISION LOTS  
DRIVING RANGE PARCEL**

Situate in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

All of Lots 24, 25, 26 and 27 of Royal Oaks South Subdivision, as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County, Ohio Recorder's Office Records.

12c:\...krf\re-misc\pierce.exa



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE  
HOLES # 1-9 & MAINTENANCE AREA  
BEHYMER ROAD  
PIERCE TOWNSHIP  
March 31, 1997  
Revised May 23, 1997  
Revised May 27, 1997  
Revised June 10, 1997**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Merwin-Ten Mile Road and Locust Corner Road;

thence North 85°49'55" West, along the centerline of Locust Corner Road for a distance of 1042.50 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence North 85°49'55" West, continuing along the centerline of Locust Corner Road for a distance of 603.50 feet to a PK nail being the southeast corner of a tract of land conveyed to Roy and Pauline Pringle by deed recorded in Deed Book 740, Page 105 of the Clermont County Recorder's Office;

thence North 4°53'05" East, leaving the centerline of said Locust Corner Road, along the east line of said Pringle tract for a distance of 249.10 feet to an iron pin being the northeast corner of said Pringle tract;

thence North 85°44'55" West, along the north line of said Pringle tract and its' westerly extension for a distance of 620.73 feet to a fence post being the northwest corner of a tract of land conveyed to Harley and Karen Riddle by deed recorded in Official Record Volume 71, Page 266 of the Clermont County Recorder's Office;

thence South 4°53'05" West, along the west line of said Riddle tract for a distance of 250.00 feet to a PK nail being in the centerline of Locust Corner Road;

Description of Property  
Legendary Run Golf Course  
Holes #1-9 & Maintenance Area  
Behymer Road  
Pierce Township  
March 31, 1997  
Revised May 23, 1997  
Revised May 27, 1997  
Revised June 10, 1997  
Page 2

thence along the centerline of Locust Corner Road the following six (6) courses:

- 1) North 85°49'55" West for a distance of 350.00 feet to a PK nail;
- 2) North 81°49'55" West for a distance of 100.00 feet to a PK nail;
- 3) North 67°19'55" West for a distance of 100.00 feet to a PK nail;
- 4) North 63°46'05" West for a distance of 72.86 feet to a PK nail;
- 5) North 55°10'05" West for a distance of 427.53 feet to a PK nail;
- 6) North 68°09'05" West for a distance of 207.76 feet to a PK nail;

thence North 67°19'17" West, leaving the centerline of Locust Corner Road for a distance of 936.82 feet to an iron pin being the northeast corner of a tract of land conveyed to the Pierce Township Trustees by deed recorded in Deed Book 781, Pages 58 and 60 of the Clermont County Recorder's Office;

thence along the north line of said Pierce Township Trustees tract the following two courses:

- 1) South 62°53'35" West for a distance of 762.94 feet to an iron pin;
- 2) North 86°31'57" West for a distance of 559.73 feet to an iron pipe being the northwest corner of said Pierce Township Trustees tract;

thence South 3°28'03" West, along the west line of said Pierce Township Trustees tract for a distance of 66.19 feet;

thence North 86°31'57" West, leaving the west line of said Pierce township Trustees tract for a distance of 199.96 feet to the centerline of Behymer Road;

thence North 3°34'23" East, along the centerline of Behymer Road for a distance of 229.92 feet;

thence North 70°43'57" East, leaving the centerline of Behymer Road for a distance of 335.79 feet;

thence North 60°41'43" East for a distance of 359.45 feet;

Description of Property  
Legendary Run Golf Course  
Holes #1-9 & Maintenance Area  
Behymer Road  
Pierce Township  
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Revised June 10, 1997  
Page 3

thence South  $80^{\circ}00'53''$  East for a distance of 119.86 feet;

thence North  $82^{\circ}37'48''$  East for a distance of 174.46 feet;

thence North  $54^{\circ}35'21''$  East for a distance of 66.28 feet;

thence North  $2^{\circ}52'56''$  West for a distance of 143.66 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 51.11 feet, the chord of said arc being subtended by a central angle of  $13^{\circ}00'58''$  and a long chord bearing North  $80^{\circ}36'35''$  East for a distance of 51.00 feet to Point "A";

thence continuing along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 62.89 feet, the chord of said arc being subtended by a central angle of  $16^{\circ}00'49''$  and a long chord bearing North  $66^{\circ}05'42''$  East for a distance of 62.68 feet;

thence North  $58^{\circ}05'17''$  East for a distance of 225.84 feet to the south line of Lot 25 of Royal Oaks South Subdivision as the same is recorded in Plat Cabinet 4, Pages 28 and 29 of the Clermont County Recorder's Office;

thence South  $85^{\circ}09'00''$  East, along the south line of said Lot 25 and its' easterly extension for a distance of 294.41 feet to the southeast corner of Lot 24 of said Royal Oaks South Subdivision;

thence North  $8^{\circ}14'29''$  East, along the east line of said Lot 24 for a distance of 66.34 feet;

thence South  $78^{\circ}39'15''$  East, leaving the east line of said Lot 24 for a distance of 603.28 feet;

thence North  $51^{\circ}14'23''$  East for a distance of 90.32 feet;

thence South  $38^{\circ}45'38''$  East for a distance of 83.47 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 69.94 feet, the chord of said arc being subtended by a central angle of  $17^{\circ}48'35''$  and a long chord bearing South  $47^{\circ}39'56''$  East for a distance of 69.66 feet;

Description of Property  
Legendary Run Golf Course  
Holes #1-9 & Maintenance Area  
Behymer Road  
Pierce Township  
March 31, 1997  
Revised May 23, 1997  
Revised May 27, 1997  
Revised June 10, 1997  
Page 4

thence South  $56^{\circ}34'13''$  East for a distance of 181.11 feet;

thence along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 58.15 feet, the chord of said arc being subtended by a central angle of  $12^{\circ}06'56''$  and a long chord bearing South  $50^{\circ}30'45''$  East for a distance of 58.04 feet;

thence South  $44^{\circ}27'17''$  East for a distance of 87.58 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 193.96 feet, the chord of said arc being subtended by a central angle of  $49^{\circ}23'33''$  and a long chord bearing South  $69^{\circ}09'04''$  East for a distance of 188.01 feet;

thence South  $5^{\circ}54'43''$  East for a distance of 132.41 feet;

thence North  $84^{\circ}05'17''$  East for a distance of 670.66 feet;

thence South  $82^{\circ}45'46''$  East for a distance of 602.96 feet;

thence North  $50^{\circ}52'48''$  East for a distance of 157.76 feet;

thence North  $17^{\circ}31'51''$  East for a distance of 389.00 feet;

thence North  $50^{\circ}33'47''$  East for a distance of 303.25 feet;

thence North  $44^{\circ}26'26''$  East for a distance of 437.72 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 143.77 feet, the chord of said arc being subtended by a central angle of  $65^{\circ}54'03''$  and a long chord bearing North  $77^{\circ}23'28''$  East for a distance of 135.98 feet;

thence South  $69^{\circ}39'31''$  East for a distance of 467.02 feet;

thence South  $3^{\circ}54'26''$  East for a distance of 332.74 feet;

thence South  $12^{\circ}45'07''$  West for a distance of 823.59 feet;

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thence South 53°08'54" West for a distance of 712.08 feet;

thence South 4°10'05" West for a distance of 110.00 feet to the place of beginning and containing 93.488 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "A" as previously described above;

thence North 15°53'54" West for a distance of 50.00 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-13B-159.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie  
Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE #10**

**BEHYMER ROAD**

**PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence along the centerline of Behymer Road the following two (2) courses:

- 1) South 3°43'48" West for a distance of 1777.18 feet to a PK nail;
- 2) South 3°34'23" West for a distance of 67.33 feet to a PK nail being the northeast corner of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont County Recorder's Office;

thence North 86°19'37" West, along the north line of said Utter tract for a distance of 380.00 feet to an iron pin being the northwest corner of said Utter tract;

thence South 43°14'11" West, along the west line of said Utter tract and its southerly extension for a distance of 401.03 feet to a point being in the west line of a tract of land conveyed to Helen Knause by deed recorded in Deed Book 740, Page 45 of the Clermont County Recorder's Office, also being the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South 43°14'11" West, continuing along the west line of said Knause tract for a distance of 40.00 feet to an iron pin being the southwest corner of said Knause tract;

thence South 86°19'37" East, along the south line of said Knause tract for a distance of

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116.46 feet;

thence South 27°32'43" West, leaving the south line of said Knause tract for a distance of 158.67 feet to Point "M";

thence South 71°14'07" West for a distance of 97.76 feet;

thence North 70°41'20" West for a distance of 469.37 feet;

thence South 19°11'31" West for a distance of 133.90 feet;

thence North 82°56'48" West for a distance of 136.41 feet;

thence South 85°50'26" West for a distance of 115.22 feet;

thence South 72°21'18" West for a distance of 123.91 feet;

thence North 87°06'15" West for a distance of 143.20 feet;

thence South 65°22'06" West for a distance of 104.49 feet;

thence South 65°17'50" West for a distance of 115.30 feet;

thence North 81°46'48" West for a distance of 96.84 feet;

thence South 32°31'23" West for a distance of 131.06 feet;

thence along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 54.18 feet, the chord of said arc being subtended by a central angle of 13°47'51" and a long chord bearing North 66°10'11" West for a distance of 54.05 feet to Point "C";

thence continuing along the arc of a curve to the right having a radius of 225.00 feet for an arc distance of 130.50 feet, the chord of said arc being subtended by a central angle of 33°13'58" and a long chord bearing North 42°39'16" West for a distance of 128.68 feet;

thence North 26°02'17" West for a distance of 92.21 feet;

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thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 59.34 feet, the chord of said arc being subtended by a central angle of  $12^{\circ}21'45''$  and a long chord bearing North  $32^{\circ}13'10''$  West for a distance of 59.22 feet;

thence North  $38^{\circ}24'02''$  West for a distance of 110.44 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 227.24 feet, the chord of said arc being subtended by a central angle of  $104^{\circ}09'27''$  and a long chord bearing North  $13^{\circ}40'42''$  East for a distance of 197.21 feet;

thence North  $65^{\circ}45'25''$  East for a distance of 162.84 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 116.06 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}10'52''$  and a long chord bearing North  $53^{\circ}39'59''$  East for a distance of 115.20 feet;

thence North  $83^{\circ}00'45''$  East for a distance of 744.54 feet;

thence South  $62^{\circ}18'59''$  East for a distance of 781.33 feet to the west line of said Knause tract, also being the place of beginning and containing 17.568 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "C" as previously described above;

thence South  $17^{\circ}36'28''$  East for a distance of 68.08 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistance from the above described centerline.

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**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "M" as previously described above;

thence South 18°45'53" West for a distance of 50.00 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistance from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLES #11 & 12  
BEHYMER ROAD  
PIERCE TOWNSHIP**

**March 31, 1997  
Revised May 27, 1997  
Revised June 4, 1997**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North 57°19'27" West, along the centerline of Bradbury Road for a distance of 1408.68 feet to a PK nail being the northeast corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South 44°08'38" West, along the east line of said Hoodin tract for a distance of 452.77 feet to a stone being the southeast corner of said Hoodin tract,

thence North 84°30'00" West, along the south line of said Hoodin tract for a distance of 1222.18 feet to a stone being the southwest corner of said Hoodin tract;

thence North 2°28'00" East, along the west line of said Hoodin tract for a distance of 391.14 feet to a PK nail to the northwest corner of said Hoodin tract, also being in the centerline of Bradbury Road ;

thence South 87°03'40" West, leaving the west line of said Hoodin tract, along the centerline of Bradbury Road for a distance of 357.25 feet to a PK nail;

thence South 54°25'50" West, leaving the centerline of Bradbury Road for a distance of 1512.85 feet to a stone being the northeast corner of a tract of land conveyed to James

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and Laura Hunt by deed recorded in Deed Book 771, Page 808 of the Clermont County Recorder's Office;

thence along the east line of said Hunt tract the following two (2) courses:

- 1) South  $34^{\circ}12'40''$  East, for a distance of 837.00 feet to a stone;
- 2) South  $27^{\circ}18'00''$  East for a distance of 1021.00 feet to an iron pin being the northeasterly corner of a tract of land conveyed to James and Faye Nobis by deed recorded in Deed Book 324, Page 235 of the Clermont County Recorder's Office;

thence along the easterly line of said Nobis tract the following two (2) courses:

- 1) South  $28^{\circ}17'00''$  East for a distance of 625.00 feet to an iron pin;
- 2) South  $24^{\circ}30'30''$  East for a distance of 277.64 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence North  $1^{\circ}47'25''$  East, leaving the easterly line of said Nobis tract for a distance of 825.87 feet;

thence North  $52^{\circ}52'09''$  West for a distance of 207.93 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 282.07 feet, the chord of said arc being subtended by a central angle of  $129^{\circ}17'25''$  and a long chord bearing North  $11^{\circ}46'33''$  East for a distance of 225.92 feet to Point "E";

thence continuing along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 66.40 feet, the chord of said arc being subtended by a central angle of  $30^{\circ}26'07''$  and a long chord bearing South  $88^{\circ}21'41''$  East for a distance of 65.62 feet;

thence South  $73^{\circ}08'37''$  East for a distance of 330.30 feet;

thence along the arc of a curve to the right having a radius of 150.00 feet for an arc distance of 235.79 feet, the chord of said arc being subtended by a central angle of  $90^{\circ}03'55''$  and a long chord bearing South  $28^{\circ}06'40''$  East for a distance of 212.25 feet;

thence South  $16^{\circ}55'18''$  West for a distance of 772.43 feet;

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thence South  $56^{\circ}13'07''$  West for a distance of 25.25 feet;

thence along the arc of a curve to the right having a radius of 130.00 feet for an arc distance of 54.68 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'57''$  and a long chord bearing South  $68^{\circ}16'06''$  West for a distance of 54.28 feet;

thence South  $80^{\circ}19'04''$  West for a distance of 69.39 feet;

thence South  $1^{\circ}47'25''$  West for a distance of 98.49 feet;

thence South  $24^{\circ}30'30''$  East for a distance of 86.34 feet;

thence North  $65^{\circ}29'30''$  East for a distance of 176.25 feet;

thence South  $69^{\circ}40'50''$  East for a distance of 334.59 feet;

thence North  $53^{\circ}27'02''$  East for a distance of 46.34 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 160.21 feet, the chord of said arc being subtended by a central angle of  $33^{\circ}22'45''$  and a long chord bearing South  $53^{\circ}14'22''$  East for a distance of 157.95 feet to Point "D";

thence South  $69^{\circ}55'44''$  East for a distance of 148.15 feet;

thence South  $20^{\circ}04'16''$  West for a distance of 168.94 feet;

thence North  $79^{\circ}01'19''$  West for a distance of 743.86 feet to the easterly line of said Nobis tract;

thence along the easterly line of said Nobis tract the following two (2) courses:

- 1) North  $4^{\circ}41'00''$  East for a distance of 131.12 feet to a stone;
- 2) North  $24^{\circ}30'30''$  West for a distance of 133.76 feet to the place of beginning and containing 11.596, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

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**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "D" as previously described above;

thence North  $17^{\circ}36'28''$  West for a distance of 68.08 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "E" as previously described above;

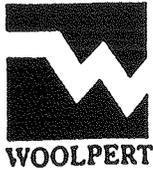
thence North  $13^{\circ}38'25''$  West for a distance of 330.63 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14B-035 and 27-28-14A-103.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE #13**

**BEHYMER ROAD  
PIERCE TOWNSHIP**

March 31, 1997

Revised May 27, 1997

Revised June 4, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North 57°19'27" West, along the centerline of Bradbury Road for a distance of 1408.68 feet to a PK nail being the northeast corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South 44°08'38" West, along the east line of said Hoodin tract for a distance of 452.77 feet to a stone being the southeast corner of said Hoodin tract,

thence North 84°30'00" West, along the south line of said Hoodin tract for a distance of 1222.18 feet to a stone being the southwest corner of said Hoodin tract;

thence North 2°28'00" East, along the west line of said Hoodin tract for a distance of 391.14 feet to a PK nail to the northwest corner of said Hoodin tract, also being in the centerline of Bradbury Road ;

thence South 87°03'40" West, leaving the west line of said Hoodin tract, along the centerline of Bradbury Road for a distance of 357.25 feet to a PK nail;

thence South 54°25'50" West, leaving the centerline of Bradbury Road for a distance of 809.89 feet;

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thence South 35°34'10" East for a distance of 204.03 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 361.13 feet, the chord of said arc being subtended by a central angle of 165°31'50" and a long chord bearing North 74°30'02" East for a distance of 248.01 feet;

thence South 22°54'43" East for a distance of 36.98 feet to Point "G";

thence South 22°54'43" East, continuing along the last mentioned line for a distance of 352.06 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 31.22 feet, the chord of said arc being subtended by a central angle of 10°13'20" and a long chord bearing South 17°37'23" East for a distance of 31.18 feet;

thence South 12°30'43" East for a distance of 824.87 feet;

thence South 74°33'51" West for a distance of 87.92 feet to Point "F";

thence along the arc of a curve to the right having a radius of 105.00 feet for an arc distance of 148.38 feet, the chord of said arc being subtended by a central angle of 80°58'10" and a long chord bearing North 64°57'04" West for a distance of 136.34 feet;

thence North 24°27'59" West for a distance of 725.58 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 49.49 feet, the chord of said arc being subtended by a central angle of 16°12'06" and a long chord bearing North 16°21'56" West for a distance of 49.32 feet;

thence North 8°15'53" West for a distance of 389.04 feet to the place of beginning and containing 8.314, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

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Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "F" as previously described above;

thence South  $13^{\circ}38'25''$  East for a distance of 330.63 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "G" as previously described above;

thence North  $73^{\circ}17'06''$  East for a distance of 249.19 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14B-035.

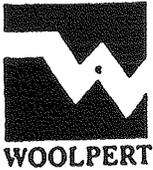
The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY**  
**LEGENDARY RUN GOLF COURSE**  
**HOLE #14**  
**BEHYMER ROAD**  
**PIERCE TOWNSHIP**  
 March 31, 1997  
 Revised May 27, 1997  
 Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence North  $57^{\circ}19'27''$  West, along the centerline of Bradbury Road for a distance of 1388.27 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South  $44^{\circ}08'38''$  West, leaving the centerline of Bradbury Road for a distance of 435.94 feet;

thence North  $86^{\circ}26'10''$  East for a distance of 199.68 feet;

thence along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 304.92 feet, the chord of said arc being subtended by a central angle of  $139^{\circ}46'00''$  and a long chord bearing South  $23^{\circ}40'50''$  East for a distance of 234.75 feet to Point "I";

thence continuing along the arc of a curve to the right having a radius of 125.00 feet for an arc distance of 52.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'16''$  and a long chord bearing South  $58^{\circ}14'48''$  West for a distance of 52.16 feet;

thence South  $70^{\circ}17'26''$  West for a distance of 267.20 feet;

thence North  $87^{\circ}46'05''$  West for a distance of 608.05 feet;

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thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 29.20 feet, the chord of said arc being subtended by a central angle of  $9^{\circ}33'39''$  and a long chord bearing North  $82^{\circ}59'16''$  West for a distance of 29.17 feet;

thence North  $78^{\circ}12'26''$  West for a distance of 936.93 feet;

thence South  $76^{\circ}42'07''$  West for a distance of 62.31 feet;

thence North  $13^{\circ}17'53''$  West for a distance of 69.61 feet to Point "H";

thence along the arc of a curve to the left having a radius of 145.00 feet for an arc distance of 59.11 feet, the chord of said arc being subtended by a central angle of  $23^{\circ}21'23''$  and a long chord bearing North  $24^{\circ}58'35''$  West for a distance of 58.70 feet;

thence North  $53^{\circ}20'44''$  East for a distance of 104.58 feet;

thence North  $81^{\circ}36'08''$  East for a distance of 331.65 feet to a stone being the southwest corner of a tract of land conveyed to Asher and Shirley Hoodin by deed recorded in Deed Book 507, Page 72 of the Clermont County Recorder's Office;

thence South  $84^{\circ}30'00''$  East, along the south line of said Asher tract for a distance of 1222.18 feet to a stone being the southeast corner of said Hoodin tract;

thence North  $44^{\circ}08'38''$  East, along the east line of said Hoodin tract for a distance of 452.77 feet a PK nail being in the centerline of Bradbury Road;

thence South  $57^{\circ}19'27''$  East, along the centerline of Bradbury Road for a distance of 20.41 feet to the place of beginning and containing 13.365, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS  
DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

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**BEGINNING** at Point "H" as previously described above;

thence South  $73^{\circ}17'06''$  West for a distance of 249.19 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio the centerline being more particularly described as follows:

**BEGINNING** at Point "I" as previously described above;

thence South  $38^{\circ}19'53''$  East for a distance of 153.48 feet and there to terminate.

The ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443; Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE  
HOLES #16 & 17  
BEHYMER ROAD  
PIERCE TOWNSHIP  
March 31, 1997  
Revised May 27, 1997  
Revised June 10, 1997

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence South  $3^{\circ}43'48''$  West, along the centerline of Behymer Road for a distance of 587.37 feet;

thence North  $86^{\circ}16'10''$  West for a distance of 442.12 feet to Point "K", also being the TRUE PLACE OF BEGINNING for the land herein described;

thence South  $33^{\circ}11'00''$  West for a distance of 535.14 feet;

thence South  $80^{\circ}41'21''$  West for a distance of 829.52 feet;

thence North  $55^{\circ}37'44''$  West for a distance of 236.59 feet;

thence North  $2^{\circ}09'27''$  West for a distance of 246.83 feet;

thence along the arc of a curve to the left having a radius of 275.00 feet for an arc distance of 115.64 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}05'33''$  and a long chord bearing North  $14^{\circ}12'14''$  West for a distance of 114.79 feet;

thence North  $26^{\circ}15'00''$  West for a distance of 19.36 feet;

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thence North  $10^{\circ}01'56''$  East for a distance of 594.01 feet;

thence North  $56^{\circ}05'25''$  East for a distance of 532.77 feet;

thence North  $53^{\circ}40'00''$  East for a distance of 200.16 feet;

thence along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 67.31 feet, the chord of said arc being subtended by a central angle of  $22^{\circ}02'13''$  and a long chord bearing North  $64^{\circ}41'06''$  East for a distance of 66.89 feet to Point "J";

thence continuing along the arc of a curve to the right having a radius of 175.00 feet for an arc distance of 169.26 feet, the chord of said arc being subtended by a central angle of  $55^{\circ}25'04''$  and a long chord bearing South  $76^{\circ}35'16''$  East for a distance of 162.74 feet;

thence South  $48^{\circ}52'43''$  East for a distance of 43.10 feet;

thence South  $42^{\circ}55'21''$  West for a distance of 876.51 feet;

thence South  $19^{\circ}55'05''$  West for a distance of 300.27 feet;

thence South  $79^{\circ}49'36''$  East for a distance of 573.10 feet;

thence North  $48^{\circ}20'44''$  East for a distance of 482.71 feet;

thence along the arc of a curve to the left having a radius of 425.00 feet for an arc distance of 33.75 feet, the chord of said arc being subtended by a central angle of  $4^{\circ}33'02''$  and a long chord bearing South  $76^{\circ}04'52''$  East for a distance of 33.75 feet;

thence South  $78^{\circ}21'23''$  East for a distance of 91.78 feet;

thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 46.35 feet, the chord of said arc being subtended by a central angle of  $11^{\circ}48'11''$  and a long chord bearing South  $84^{\circ}15'29''$  East for a distance of 46.27 feet;

thence South  $0^{\circ}09'34''$  East for a distance of 154.21 feet to the place of beginning and containing 21.250 acres, subject however to all covenants, conditions, restrictions,

Description of Property  
Legendary Run Golf Course  
Holes # 16 & 17  
Behymer Road  
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March 31, 1997  
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reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS;**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "J" as previously described above;

thence North  $38^{\circ}19'53''$  West for a distance of 153.48 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS;**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and the centerline being more particularly described as follows:

**BEGINNING** at Point "K" as previously described above;

thence South  $86^{\circ}16'10''$  East for a distance of 108.57 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103 and 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE**

**HOLE # 18  
BEHYMER ROAD  
PIERCE TOWNSHIP  
March 31, 1997  
Revised May 27, 1997  
Revised June 5, 1997**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence South  $3^{\circ}43'48''$  West, along the centerline of Behymer Road for a distance of 285.66 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence continuing along the centerline of Behymer Road the following two (2) courses:

- 1) South  $3^{\circ}43'48''$  West, for a distance of 1491.52 feet to a PK nail;
- 2) South  $3^{\circ}34'23''$  West for a distance of 67.33 feet to a PK nail being the northeast corner of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont-County Recorder's Office;

thence North  $86^{\circ}19'37''$  West, along the north line of said Utter tract for a distance of 304.63 feet;

thence North  $3^{\circ}04'05''$  West, leaving the north line of said Utter tract for a distance of 722.75 feet;

thence North  $16^{\circ}15'11''$  East for a distance of 260.30 feet to Point "L";

thence continuing North  $16^{\circ}15'11''$  East for a distance of 601.69 feet;

Description of Property  
Legendary Run Golf Course  
Hole # 18  
Behymer Road  
Pierce Township  
March 31, 1997  
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thence South 86°16'12" East for a distance of 203.09 feet to the place of beginning and containing 11.448 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

BEGINNING at Point "L" as previously described above;

thence North 86°16'10" West for a distance of 108.57 feet and there to terminate.

The above ingress/egress easement being 10.00 feet equidistant from the above described centerline.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103 and 27-28-14B-035.

The above description was prepared from a field survey performed by Woolpert LLP under my direction in November of 1993.

Prepared by

**WOOLPERT LLP**

Paul W. Feie

Ohio Registered Surveyor No. 6723



**DESCRIPTION OF PROPERTY  
LEGENDARY RUN GOLF COURSE  
LAKE PARCEL  
BEHYMER ROAD  
PIERCE TOWNSHIP  
March 31, 1997  
Revised June 10, 1997**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

thence along the centerline of Behymer Road the following two (2) courses:

- 1) South 3°43'48" West for a distance of 1777.18 feet to a found railroad spike;
- 2) South 3°34'23" West for a distance of 554.85 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South 3°34'23" West, continuing along the centerline of Behymer Road for a distance of 404.49 feet to a PK nail being the northeast corner of a tract of land conveyed to Helen Bradbury by deed recorded in Official Record Volume 38, Page 622 of the Clermont County Recorder's Office;

thence North 84°54'07" West, along the north line of said Bradbury tract for a distance of 200.00 feet to an iron pin being the northwest corner of said Bradbury tract;

thence North 3°29'20" East, leaving the north line of said Bradbury tract for a distance of 113.09 feet;

thence North 66°22'58" West for a distance of 109.82 feet;

thence North 73°58'48" West for a distance of 132.47 feet;

thence South 88°04'46" West for a distance of 241.03 feet;

Description of Property  
 Legendary Run Golf Course  
 Lake Parcel  
 Behymer Road  
 Pierce Township  
 March 31, 1997  
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thence North  $4^{\circ}17'41''$  East for a distance of 70.52 feet;

thence along the arc of a curve to the left having a radius of 462.00 feet for an arc distance of 81.59 feet, the chord of said arc being subtended by a central angle of  $10^{\circ}07'07''$  and a long chord bearing North  $0^{\circ}45'53''$  West for a distance of 81.48 feet;

thence along the arc of a curve to the right having a radius of 15.00 feet for an arc distance of 20.17 feet, the chord of said arc being subtended by a central angle of  $77^{\circ}03'33''$  and a long chord bearing North  $32^{\circ}42'21''$  East for a distance of 18.69 feet;

thence North  $71^{\circ}14'07''$  East for a distance of 84.57 feet to Point "N"

thence North  $71^{\circ}14'07''$  East for a distance of 57.75 feet;

thence along the arc of a curve to the right having a radius of 475.00 feet for an arc distance of 205.55 feet, the chord of said arc being subtended by a central angle of  $24^{\circ}47'38''$  and a long chord bearing North  $83^{\circ}37'56''$  East for a distance of 203.95 feet;

thence South  $83^{\circ}58'15''$  East for a distance of 336.53 feet to the place of beginning and containing 4.375 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

**TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS/EGRESS DESCRIBED AS FOLLOWS:**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

BEGINNING at Point "N" as previously described above;

thence North  $18^{\circ}45'53''$  West for a distance of 50.00 feet and there to terminate.

Being part of that real estate conveyed to Traditions Investments-Warner, Inc. an Ohio Corporation by deed recorded in Official Record Volume 443, Page 598 of the Clermont County Recorder's Office and is identified as part of parcel number 27-28-14A-103.

The above description was prepared from a field survey performed by Woolpert LLP

Exhibit I

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GRANT OF CONSERVATION RIGHT IN THE FORM OF AN EASEMENT  
THIS INDENTURE, made this 14 day of February, 1997

**W I T N E S S E T H :**

WHEREAS, TRADITIONS INVESTMENTS-PIERCE, INC. is a corporation organized and existing under the laws of the State of Ohio, and qualified to do business in the State;

WHEREAS, TRADITIONS INVESTMENTS-PIERCE, INC. hereafter, together with all its successors, grantees, lessees, transferees and assigns called the "Grantor"), is the owner in fee simple absolute of certain real property consisting of approximately 504 acres located in Pierce Township, Clermont County, Ohio as legally described in Exhibit A-1 attached hereto and incorporated herein by this reference (hereinafter called the "Property"); and

WHEREAS, PIERCE TOWNSHIP (hereinafter, together with its successor corporate authorities and assigns, called the "Grantee" or the "Township") is organized under the laws of the State of Ohio with offices at 950 Locust Corner Road in Clermont County, Ohio;

WHEREAS, the predominant pattern of land use of the community area in which the Property is located is estate and rural;

WHEREAS, Grantee has adopted a Zoning Resolution for the purpose of governing land use within the Township and desires to preserve the estate and rural character of the Property consistent with the predominant land use pattern of the Township in this area and the long term land use goals of the Township;

WHEREAS, Grantor desires to develop the Property as a planned golf community and has requested that the Township authorize Planned Golf Community ("PGC") Development Regulations ("PGC Development Regulations") to enable this type of development;

WHEREAS, the Township has determined that the development of the Property as a planned golf community at a defined maximum density, with open space for the golf course and other open space purposes, is consistent with and enhances its goal of preserving the estate and rural character of the Property;

WHEREAS, the Township has also determined that the preservation of open space and the control of maximum density permissible on the Property are public benefits which will substantially enable the Township to realize its long term land use planning and development goals as a community, and will further the public health, safety and welfare of the Township;

WHEREAS, Grantor and Grantee have entered into a settlement agreement dated Feb 13, 1997 in connection with litigation entitled Traditions Investments-Pierce, Inc. v. Pierce Township Board of Trustees, in the Court of Common Pleas, Clermont, Ohio, No. 97CV0321 (the "Settlement Agreement");

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WHEREAS, pursuant to the terms of the Settlement Agreement, the Township has authorized, and Grantor is authorized, to develop and use the Property in accordance with the PGC Development Regulations set forth in Exhibit A-2 attached hereto and incorporated herein by this reference;

WHEREAS, in order to accomplish the public benefits relating to preservation of open space and limited density of development and to implement the terms of the Settlement Agreement, the Township is simultaneously entering into a certain Service Agreement effective February 4, 1997 (the "Service Agreement") pursuant to which it has agreed to use tax increment financing pursuant to its authority under Section 5709.73 of the Ohio Revised Code to finance certain infrastructure improvements, to realize the benefits of this Conservation Easement as hereinafter defined, and to facilitate the construction of a planned golf community containing high quality residential construction that will set a standard for future development in the Township and provide a community focus for the remainder of the Township;

WHEREAS, portions of the Property are unimproved and contain certain natural resources, consisting of approximately 31.7 acres, as generally defined and identified on the Preliminary PGC Plan approved by the Township under the PGC Development Regulations pursuant to the Settlement Agreement and attached as Exhibit B hereto and incorporated herein by this reference;

WHEREAS, the Grantor desires and intends that the Natural Resource Areas identified on Exhibit B be protected, preserved and maintained in their natural condition in perpetuity (the "Protected Natural Resource Areas"); and

WHEREAS, the Grantor intends that portions of the Property be improved with golf course fairways, holes, greens, traps and related landscaped areas and remain as open space areas relating to the proposed planned golf community as indicated on the Preliminary PGC Plan attached hereto as Exhibit B (the "Golf Course Open Space Areas"); and

WHEREAS, the Grantor desires and intends that the Golf Course Open Space Areas as indicated on Exhibit B be preserved and maintained as open space areas in perpetuity; and

WHEREAS, the Grantor intends that portions of the Property be landscaped with external road buffers and external property line buffers as indicated on the Preliminary PGC Plan attached hereto as Exhibit B and incorporated herein by this reference (the "Buffer Areas"); and

WHEREAS, the Grantor desires and intends that the Buffer Areas as indicated on Exhibit B be preserved and maintained as open space areas in perpetuity; and

WHEREAS, the Grantee is authorized pursuant to Section 5301.68 of the Ohio Revised Code to acquire a conservation easement for the public purpose of retaining land, water, or wetland areas predominantly in their natural, scenic, open, or wooded condition, in agricultural, horticultural, silvicultural, or other farming or forest use, or as suitable habitat for fish, plants, or wildlife, and that imposes any limitations on the use or development of the areas that are appropriate at the time of creation of the conservation easement to achieve one or more of such purposes; and

1 WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right  
2 in the Form of an Easement (hereinafter called the "Conservation Easement") as contemplated under the  
3 terms of Sections 5301.67 through 5301.70 of the Ohio Revised Code, on, over and across the Property,  
4 including the Protected Natural Resource Areas, the Golf Course Open Space Areas, and the Buffer Areas,  
5 desire to limit the number of dwelling units that may be built on the Property and to prevent the use or  
6 development of the Protected Natural Resource Areas, the Golf Course Open Space Areas and the Buffer  
7 Areas for any purpose or in any manner inconsistent with the terms of this Conservation Easement, as  
8 hereinafter defined; and

9  
10 WHEREAS, the Grantee is purchasing this Conservation Easement subject to the reservations and  
11 to the covenants, terms, conditions and restrictions set out herein and imposed hereby; and

12  
13 WHEREAS, in order to ensure Grantee's right to enforce the covenants, terms, conditions and  
14 restrictions set out herein, Grantor desires to convey to Grantee a portion of the Property as hereinafter  
15 defined.

16  
17 NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good  
18 and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby  
19 convey and warrant unto the Grantee and to the corporate successors and assigns of Grantee, forever, a  
20 Conservation Easement in perpetuity on, over, under and across the Property in accordance with the  
21 following provisions:

22  
23 Section 1. Boundaries of Golf Course Open Space Areas. Approval by Grantee of Grantor's  
24 proposed Preliminary PGC Plan shall be conditioned upon Grantor delivering to Grantee for recording with  
25 this Conservation Easement, the Preliminary PGC Plan showing, in hard line, the boundaries of the Golf  
26 Course Open Space Areas that are designated on the Preliminary PGC Plan, which areas, as shown on the  
27 Preliminary PGC Plan attached hereto as Exhibit B, are hereby made subject to the provisions of this  
28 Conservation Easement; provided, however, that the boundaries of the Golf Course Open Space Areas may  
29 be refined by the recording of a metes and bounds legal description upon the approval of the Final Plat for  
30 the golf course pursuant to the provisions of Section 9.C.1 of the PGC Development Regulations.

31  
32 Section 2. Boundaries of Protected Natural Resource Areas and Buffer Areas. Approval by  
33 Grantee of Grantor's proposed Preliminary PGC Plan shall be conditioned upon Grantor delivering to  
34 Grantee for recording the Preliminary PGC Plan showing, in hard line, the boundaries of the Protected  
35 Natural Resource Areas and the Buffer Areas, which areas within said boundaries as shown on the  
36 Preliminary PGC Plan attached hereto as Exhibit B, are hereby made subject to the provisions of this  
37 Conservation Easement; provided, however, that the respective boundaries of each Protected Natural  
38 Resource Area and Buffer Area may be refined by the recording of a metes and bounds legal description  
39 upon the subsequent approval of each Detailed Final PGC Plan for each phase of the development pursuant  
40 to the provisions of Sections 3 and 4 hereof.

41  
42 Section 3. Detailed Final PGC Plan: Legal Descriptions of Golf Course Open Space Areas,  
43 Protected Natural Resource Areas and Buffer Areas. Approval by Grantee of each Detailed Final PGC  
44 Plan for each phase of the planned golf community shall be conditioned upon delivery by Grantor to  
45 Grantee for recording of the legal descriptions for all Golf Course Open Space Areas, Protected Natural  
46 Resource Areas and Buffer Areas within the Detailed Final PGC Plan subject to the Conservation

Easement. Grantor shall have the right to adjust the boundaries of any Golf Course Open Space Area, Natural Resource Area or Buffer Area, once legally described, provided that the total acreage in the Golf Course Open Space Areas, and the total acreage in the Protected Natural Resource Areas and the total acreage in the Buffer Areas designated on the Preliminary PGC Plan each are not decreased. Upon the final recording of the legal descriptions of any adjusted boundaries of the Golf Course Open Space Areas, the Protected Natural Resource Areas and the Buffer Areas within the Detailed Final PGC Plan, provided applicant has submitted to the Township and the Township Administrator has approved a final record plat for the Detailed PGC Plan area, with metes and bounds descriptions of the adjusted boundaries and approved a "tally sheet" demonstrating that the original acreage for the Golf Course Open Space Areas, the Protected Natural Resource Areas and Buffer Areas, has not been decreased, then the Conservation Easement and all covenants, conditions, and restrictions contained herein, excepting therefrom the covenant restricting the maximum residential density on the Property, shall cease only as to those portions of land, which, as a result of the boundary adjustments, are no longer located within the boundaries of a Golf Course Open Space Area, a Protected Natural Resource Area or a Buffer Area. Grantee and its successors and assigns agree to evidence such termination by acknowledging such termination on the final plat of subdivision, although such acknowledgment shall not be necessary to terminate this Conservation Easement as to such areas, it being the intent of this provision that upon compliance with the provisions of this section, such termination be self-executing.

Section 4. Recording of Approved Detailed Final PGC Plan(s). Upon receipt, review and approval of a Detailed Final PGC Plan with the aforesaid legal descriptions, Grantee shall record each successively approved Detailed Final PGC Plan as an exhibit to this Conservation Easement in the form of Exhibit C-1, C-2, and so on, until all Detailed Final PGC Plans have been recorded. Upon recording of the approved Detailed Final PGC Plan as an exhibit hereto, this approved Detailed Final PGC Plan shall supersede the applicable portion of the Preliminary PGC Plan in Exhibit B for purposes of this Conservation Easement.

Section 5. Effect of Conservation Easement on Protected Natural Resource Areas and Buffer Areas in Event that Detailed Final PGC Plan For First Phase is Not Submitted or Grantor is in Default under Service Agreement. In the event that the Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of the Service Agreement, Grantor hereby covenants and warrants that the Protected Natural Resource Areas and Buffer Areas designated on the Preliminary PGC Plan shall remain subject to this Conservation Easement and that it will protect, preserve and maintain the Natural Resource Areas and Buffers Areas, it being the intent of the Grantor that said areas be protected, preserved and maintained in their natural state in perpetuity.

Section 6. Effect of Conservation Easement on Limitation of Maximum Number of Dwelling Units in Event that Detailed Final PGC Plan for First Phase is Not Submitted or Grantor is in Default under Service Agreement. In the event that the Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of the Service Agreement, Grantor covenants and warrants that the limitation on maximum residential density on the Property set forth in Section 19.B hereof shall remain in effect, it being the intent of Grantor that said limitation on maximum residential density be maintained in perpetuity.

**Section 7. Minimum Open Space Ratio.** In the event that Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of the Service Agreement, and elects to construct a non-golf course residential development on the Property, Grantor, in addition to protecting, preserving and maintaining in perpetuity the Protected Natural Resource Areas indicated on Exhibit B, shall protect, preserve and maintain an amount of other open space areas, exclusive of the Hiker/Biker Trail defined in Section 10 (except for such portion of the trail located within a platted lot) ("Other Open Space Areas") so as to maintain a minimum open space ratio of 0.36 on the 504 acres of the Property. In satisfying the minimum open space ratio of 0.36, Grantor, using the "tally sheet" provided for in Section 3 hereof, may substitute acreage that qualifies under the resource protection categories listed in Section 4.C. of the PGC Development Regulations ("Substitute Resource Protection Areas") for acreage in the hard-lined Resource Protection Areas. Other Open Space Areas may be included in parts of lot areas. Buffer Areas shall not be counted as Other Open Space Areas. All such Other Open Space Areas and Substitute Resource Protection Areas shall remain subject to the covenants, conditions, and restrictions of this Conservation Easement. Any lot containing Other Open Space Areas shall satisfy the minimum lot area requirements of the zoning district, exclusive of the Other Open Space Areas.

**Section 8. Buffer Requirements.** In the event that Grantor elects to construct a non-golf course residential development on the Property, following notice given pursuant to Section 13, Grantor, in addition to complying with the provisions of Sections 5, 6 and 7 hereof, shall comply with buffer requirements in the table attached hereto as Exhibit E and incorporated herein by this reference. Buffer Areas may be included in parts of lot areas. All such Buffer Areas shall remain subject to the covenants, conditions, and restrictions of this Conservation Easement. Any lot containing Buffer Areas shall satisfy the minimum lot area requirements of the zoning district, exclusive of the Buffer Areas.

**Section 9. Alternate Plant Units for Buffer.** In complying with the buffer requirements in Section 8 above, Grantor shall select from the alternate plant units set forth in the table below.

Alternate Plant Units for Buffer			
Options	Canopy	Understory	Evergreen
Option 1	1	1	3
Option 2	1	3	1
Option 3	0	3	4
Option 4	2	1	0

**Section 10. Public Hiker/Biker Trail.** In the event that the Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of the Service Agreement, Grantor covenants and warrants that no development of the Property or any portion thereof shall be undertaken without the prior designation and approval by the Township on a preliminary plat of subdivision of a public hiker/biker trail on the Property with reference to Section A, and B as illustrated

on Exhibit G and described as follows. The hiker/biker trail shall be designed with reference to the area west of Behymer Road (*Section A*), and the area east of Behymer Road but west of Merwin-Ten Mile Road (*Section B*) in conformance with the following guidelines. The trail shall be circular in design in Sections A and B, so as to enable users of the trail to return to their starting point without retracing their paths. Where possible, the circular design should follow the perimeter of the Property so that users of the trail will have varying views. Sections A and B must connect at Behymer Road. Areas marked "required connection" shall be connected by using optional routing. Areas marked "available connection" shall include an easement enabling ingress and egress from the Property so as to allow for any future extension or connection of the hiker/biker trail.

The trail design may parallel or intersect new roads and existing roads provided the trail meets the requirements of the Ohio Department of Transportation (ODOT) and the Ohio Department of Natural Resources (ODNR) when inside any public road right-of-way. The minimum paved trail dimensions shall be approximately 5 miles in length and paved 8 feet in width, with the main spines of the trail being distributed as follows:

- Section A: Approximately 8,000 linear feet.
- Section B: Approximately 8,000 linear feet.
- Balance: Approximately 5,000 linear feet.

The remaining linear feet necessary to complete the approximate 5 miles of the hiker/biker trail, or approximately 5,400 linear feet, shall consist of trails into residential parcels, as shown on the preliminary plat of subdivision prepared pursuant to the provisions of Section 13.

Grantor shall grant a 12 foot wide easement to the Township for the purposes of construction and maintenance within the trail right of way as a condition of obtaining final plat approval for the proposed development, through that portion of the property for which Final Plat approval has been requested. The Township shall have the sole responsibility for construction of the hiker/biker trail, and shall bear all costs and liabilities in connection with the construction and maintenance thereof.

**Section 11. Recreational Open Space.** In the event that the Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of the Service Agreement, Grantor covenants and warrants that no development of the Property or any portion thereof shall be undertaken without the prior identification of two (2) acres of land to be improved by Grantor at its sole expense, with ballfields, two (2) unlit tennis courts, or a soccer field (such improvements to be selected by Grantee), exclusive of the Hiker/Biker Trail ("Recreational Open Space") and that it shall dedicate to the Township the land for such recreational open space as a condition of obtaining final plat approval for the proposed non-golf course development. Upon completion of the improvements by Grantor, Grantee shall be responsible for all maintenance and any liability arising from the use of the improvements.

**Section 12. Landscaping of Certain Open Space Areas.** In the event that the Grantor does not request Township approval of a Detailed Final PGC Plan for the first phase of the planned golf community within the time period required by the PGC Development Regulations, or is in default under the terms of Service Agreement, Grantor covenants and warrants that no development of the Property or any portion

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thereof shall be undertaken without prior submittal to Grantee and its approval of a landscape plan for open space areas other than those areas improved as Recreational Open Space, that complies with the following standards:

A. Open space areas between 30 and 60 feet in width that are located between clusters of residential units shall be landscaped along their length with 3 canopy and 9 understory or evergreen trees. These areas may be attached to adjoining lots as part of the Conservation Easement.

B. At least fifty percent (50%) of the open space not in Buffer Areas or Recreational Open Space Areas shall be planted with an eastern old field grass and forb mix ground cover. The ground cover should contain perennial forbs in a mix that provides color throughout the growing season.

C. A minimum of thirty percent (30%) of the open space which is not provided in the form of Buffer Areas, Recreational Open Space Areas or Resource Protection Areas shall be afforested. The plant material per acre for this afforested area shall be as follows:

- Two 2 1/2" caliper hardwood canopy trees;
- Four 1 1/2" caliper hardwood canopy trees;
- Thirty 5-6' whips - hardwood canopy trees;
- Sixteen 1 1/2" caliper understory or ornamental trees.

Canopy trees must be of native species that are adapted to the soils on which they are to be planted.

**Section 13. Grantor Notice of Inability to Construct Golf Course; Estate Residential Development Regulations.** In the event that prior to commencement of construction of the golf course as identified on the Preliminary PGC Plan attached hereto as Exhibit B, (1) Grantor's developer for the golf course (the "Golf Course Developer"), loses its financing for construction of the golf course, and neither Grantor nor Grantor's developer is able to obtain replacement financing for construction of the golf course, or (2) the Golf Course Developer is no longer available for reasons beyond the control of the Grantor and Grantor, using its best efforts, is unable to secure a replacement for the Golf Course Developer within ninety (90) days of notice to the Township of the loss of the Golf Course Developer or (3) the Township removes the application of the PGC Development Regulations to the Property pursuant to Section 9.C.6 of the PGC Development Regulations, Grantor shall give the Township Board of Trustees written notice of such circumstance as is applicable, accompanied by an affidavit from Grantor attesting to such circumstance. Upon receipt of such written notice and affidavit, the Township Board of Trustees shall within thirty (30) days authorize the use and development of the Property under the Estate Residential Development Regulations set forth in Exhibit H attached hereto and incorporated herein by this reference, except that the Estate Residential Development Regulations shall not apply to any portion of the Property that has already been developed in accordance with an approved Detailed Final PGC Plan. In the event that Grantor has received Detailed Final PGC Plan approval for a parcel of the Property, but not secured building permits for such parcel and commenced construction of the dwelling units at the time of Grantor's notice, the Detailed Final PGC Plan approval for such phase shall lapse and shall become null and void and the Estate Residential Development Regulations shall apply to such parcel.

**Section 14. Release of Conservation Easement as to Golf Course Open Space Areas.** Upon receipt from Grantor and approval by Grantee of a preliminary plat of subdivision for a non-golf course

residential development on the Property that complies with the requirements of Sections 5 through 12 of this Conservation Easement and contains legal descriptions for the Protected Natural Resource Areas, Buffer Areas and Other Open Space Areas, Grantee shall simultaneously record said preliminary plat of subdivision as Exhibit D hereto and release this Conservation Easement as to the Golf Course Open Space Areas legally described on Exhibit B. Upon recording of the approved preliminary plat of subdivision as Exhibit D hereto, this approved preliminary plat of subdivision shall supersede Exhibit B for purposes of this Conservation Easement.

Section 15. Termination of Conservation Easement as to Individual Lots on Final Plat. The Conservation Easement and all covenants, conditions, and restrictions contained herein, excepting therefrom the covenant restricting the maximum residential density on the Property, shall automatically cease as to any residential lot, upon the platting of the final plat of subdivision for such lot, except that in the event a portion of such lot lies within an easement for the Hiker/Biker Trail, a Protected Natural Resource Area, a Golf Course Open Space Area or a Buffer Area (as such areas are shown on the final subdivision plat), the Conservation Easement and the covenants, conditions, and restrictions applicable to such areas shall remain in full force and effect as to the portion of the lot encumbered thereby. ~~Grantee~~ and its successors and assigns agree to further evidence such termination by acknowledging such termination on the final plat of subdivision, although such acknowledgment shall not be necessary to terminate the Conservation Easement, it being the intent of this provision that such termination be self-executing. The automatic cessation of the Conservation Easement, upon platting of the final plat of subdivision for such lots as set forth above, shall not extend for a period beyond twenty one years after the last to die of President Bill Clinton, his spouse and his child living on the date of execution of this Conservation Easement.

Section 16. Enforcement: Conveyance to Grantee. Grantee shall have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to ensure compliance with the covenants and conditions of this Grant by reason of any prior failure to act. In addition to the foregoing, in order to ensure the enforceability by Grantee of the covenants and conditions contained herein, Grantor shall, simultaneously with the granting of this Conservation Easement, convey to Grantee a fee simple interest in the portion of the Property defined in Exhibit F-1 attached hereto and incorporated herein by this reference. Simultaneously with Grantor's delivery of this Conservation Easement for recording, Grantor shall deliver to Grantee a deed in the form set forth in Exhibit F-2 with a metes and bounds description of said portion of the Property that is being conveyed.

Section 17. Inspection and Abatement. Grantee has the right to enter the Property for the purpose of inspecting the Property to determine if the Grantor, or any owner of the Property, or a portion of the Property, is complying with the covenants and conditions of this Conservation Easement. If, upon discovering that Grantor, or any owner of the Property, or a portion of the Property is then conducting an activity or taking such action as is in violation of this Conservation Easement, Grantee, through its Township Administrator, shall have the authority to take all reasonable steps to abate such violation.

Section 18. Release of Conservation Easement. Grantor and Grantee agree that Grantee shall execute a release of this Conservation Easement which shall be placed in escrow with a title company or other mutually agreed upon escrow agent, with agreed upon escrow instructions that shall provide that the executed release shall be delivered to Grantor upon the occurrence of any of the following events: (1) the

Township fails, for reasons within its control, to authorize the issuance of the TIF bonds as required by the terms of the Service Agreement: (2) the Township, following receipt of written notice pursuant to Section 13, fails to authorize within thirty (30) days of receipt of such notice, the use and development of the Property under the Estate Residential Development Regulations attached hereto as Exhibit H, permitting the maximum density defined in Section 20.B. hereof or (3) the Settlement Agreement referenced herein is overturned by a court of competent jurisdiction. Grantor acknowledges that notwithstanding the Township's agreement to authorize the use of the Estate Residential Development Regulations for the Property following receipt of notice pursuant to Section 13, it is not the intention of the parties to this Conservation Easement that the Property be developed under such regulations and that development under the Estate Residential Development Regulations shall be subject to the limitation that no more than one hundred forty (140) of the dwelling units permitted pursuant to Section 20.B. hereof shall be developed on 15,000 square foot lots.

Section 19. Covenants Applicable to Particular Areas on Preliminary PGC Plan. Notwithstanding any other provision of this Conservation Easement, Grantor shall have the right to undertake the following activities in the following areas noted on the Preliminary PGC Plan set forth in Exhibit B.

A. Parcel B (Area 2). Grantor shall have the right to construct a private access to the lots located near the 12th hole of the golf course.

B. Parcel C (Area 3). Grantor shall have the right to install play lot equipment or a similar use within these areas south of the sewer easement, provided no trees are cut and no earth moving is conducted.

C. Parcel K (Area 9). Grantor shall have the right to flood the area for stormwater detention purposes, subject to compliance with the following performance standards:

1. The depth of periodic inundation shall not exceed six (6) feet in depth and for no greater period than 24 consecutive hours based on a 100 year storm event. For any detention area (or part thereof) which fails to conform to this requirement, additional Natural Resource Protection Area shall be dedicated and made subject to the provisions of this Conservation Easement in order to mitigate the potential negative effects of the inundation.

2. When completed, the detention structure shall be seeded with grass and forbes and allowed to remain in its natural state, except as is necessary to maintain any earthworks based upon the Ohio Department of Natural Resources (ODNR) standards.

Section 20. Other Covenants. In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Property in perpetuity, namely, that:

A. Grantor shall not construct or place uses or any structures or improvements, in or on the Protected Natural Resource Areas, Golf Course Open Space Areas, the Hiker/Biker Trail and Buffer

Areas, except those uses, structures or improvements that are common to and do not interfere with the purposes of such open space areas, and/or are authorized on the Preliminary PGC Plan attached hereto as Exhibit B, or subsequently approved Detailed Final PGC Plan, or are authorized on a preliminary plat of subdivision prepared on the basis of the procedures set forth in Sections 5 through 12 and attached hereto as Exhibit D: and

B. Grantor shall not construct in excess of 538 dwelling units on the Property; and

C. Grantor shall not excavate, fill, dredge, mine, dike or change the topography of the Property or its present condition in any manner except as authorized on the Preliminary PGC Plan attached hereto as Exhibit B, or subsequently approved Detailed Final PGC Plan, or as authorized on a preliminary plat of subdivision prepared on the basis of the procedures set forth in Sections 5 through 12 and attached hereto as Exhibit D: and

D. Grantor shall not cut live trees, shrubs, prairie grasses or other vegetation on the Protected Natural Resource Areas, except as determined by the Grantor, following prior consultation with Grantee, to be necessary to protect the natural, scenic, open space, and ecological values of the Protected Natural Resource Areas or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or promote native vegetation and except as authorized on the Preliminary PGC Plan attached hereto as Exhibit B, or subsequently approved Detailed Final PGC Plan, or as authorized on a preliminary plat of subdivision prepared on the basis of the procedures set forth in Sections 5 through 12 and attached hereto as Exhibit D: and

E. Grantor shall not fill, alter or in any way manipulate any pond or water course on the Property except as is necessary in the sole discretion of Grantor for maintenance of the Golf Course Open Space Areas, or remove water therefrom except for irrigation purposes in connection with the maintenance of the Golf Course Open Space Areas, or community open space areas, or as authorized on the Preliminary PGC Plan attached hereto as Exhibit B, or as authorized on a preliminary plat of subdivision prepared on the basis of the procedures set forth in Sections 5 through 12 and attached hereto as Exhibit D; and

F. Grantor shall not dump, place or store, or allow to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material on the Property; and

G. Grantor shall not operate snowmobiles, dune buggies, motorcycles, trail bikes, all-terrain vehicles or any similar type of vehicle on the Protected Natural Resource Areas, the Golf Course Open Space Areas and the Buffer Areas of the Property except in connection with the construction and maintenance of the golf course within the Planned Golf Community Development; and

H. Grantor shall not apply herbicides in or on the Protected Natural Resource Areas except, with Grantee's prior consent, as a last resort to eradicate a particularly obnoxious, non-native plant; and

I. Grantor shall utilize only best management practices to eradicate pests on the golf course areas. Best Management Practices shall mean those management activities and procedures which are generally accepted by the golf course industry as reducing the environmental impact of a golf course's construction and operation on surrounding properties. In order to implement a Best Management Practice program, the

Grantor, as part of the Grantor's submittal of its Final Development Plan for the golf course pursuant to Section 11 C.1 of the PGC Development Regulations, shall submit a golf course management plan. The purpose of the plan is to outline and define the Best Management Practices used to reduce the course's impact on the surrounding properties' resources. This plan should address items such as pollutants collected in run-off or the effects of airborne chemicals during application. The plan should seek to minimize chemical treatments where possible, while still maintaining a quality golf course appearance. The plan shall contain the following elements:

1. **Turfgrass Selection:** The plan shall indicate the grass seeding mix to be used. These grasses should be a native variety or a variety equally suited to the local environmental conditions. Turfgrass should be selected not only for its aesthetic properties, but also for its suitability to soil, moisture, resistance to disease and pests, and exposure. Well chosen grasses will increase the likelihood of a high overall general health, while reducing the amount of fertilizers, pesticides and herbicides that will need to be applied. Notwithstanding the foregoing provisions, bentgrass shall be an approved grass variety.
2. **Pest Management Practices:** The pest management practices to be used to minimize the application levels of fertilizers, pesticides, or herbicides shall be indicated. The type, method and rate of applications should be limited to levels that control pest related problems, while minimizing or eliminating impacts to surrounding resources. This section should identify a season long plan tailored to the application of chemicals, water, mowing, and other practices used to achieve the desired goals along with the methods used to minimize their anticipated impacts.
3. **Environmental Design Features:** The plan shall list the design features used to minimize impacts on the surrounding resources. Attention should be given to those features which reduce the impacts to water courses, ponds, or drainage channels and vegetation caused by pesticides, herbicides, or excess nutrients. These features may include items such as plant materials used which possess filtering abilities and/or, multi-staged detention systems.

Grantor further covenants and agrees:

J. To pay, when and as due, any and all real property taxes and lawful assessments levied by competent authority on the Property, except as to such portion of the Property as may be transferred to the Township or other party; and

K. To bear all costs and liabilities related to the Grantor's operation, upkeep and maintenance of the Property, if any, and to hold Grantee harmless from any and all actions, causes of action, suits, claims and demands, in law or equity, arising from Grantor's operation, upkeep and maintenance, if any, of the Property, excepting from such hold harmless the wilful misconduct, unlawful misconduct or gross neglect of Grantee, its employees, or authorized agents or representatives; and

L. Any owner of the Property, or a portion of the Property, who violates the terms and restrictions of this Conservation Easement, shall pay the reasonable costs incurred by Grantee in enforcing the terms and restrictions of this Conservation Easement, including, without limitation, costs of suit, reasonable

attorney fees and any reasonable costs of restoration necessitated by such owner's violation of the terms of this Conservation Easement, provided, however, that the violation continues uncured for ten (10) days following that owner's receipt of written notice from Grantee of the specific violation(s).

Section 20. Estoppel. Upon thirty (30) days written request by certified mail to the Grantee or its successors as appearing in the land records, it shall execute and return a certificate in recordable form indicating that the Grantor remains in compliance with terms and conditions of these covenants (the "Certificate") and, if not, in what specific manner the terms have not been maintained in compliance and the method of cure of any default. Failure to reply within the thirty (30) days from mailing will be considered assent to the Certificate and the Certificate will be binding on the Grantee and its successors with respect to any conditions existing as of the date of the mailing of the request for the Certificate. The affidavit of Grantor or its successors setting forth its written request by certified mail to Grantee and Grantee's failure to respond shall be sufficient to confirm the absence of a reply to the Certificate.

Section 21. Amendment. This Conservation Easement may be amended by the written consent of the Grantor and Grantee. In the event that there is a homeowners association to which rights under the Conservation Easement may have been assigned by the Grantor, the Board of Trustees of such association and the Grantee, acting through its Board of Trustees, may amend. Any such amendment shall be recorded in the Land Records of Clermont County, Ohio.

**TO HAVE AND TO HOLD** the said Conservation Easement unto the Grantee and the successors and assigns of the Grantee forever.

Except as expressly limited herein, the Grantor reserves all rights as owner of the Property to use the Property for and all other purposes not inconsistent with this Conservation Easement.

The Grantee agrees that it will hold this Conservation Easement exclusively for conservation and open space purposes and that Grantee will not assign Grantee's rights and obligations under this Conservation Easement except to another entity or organization qualified to hold such interests under applicable state laws, with Grantor's written consent, and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein.

If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

The Grantor and the Grantee each agree that the grant of this Conservation Easement gives rise to a property right immediately vested in Grantee, and that this Conservation Easement is the final and complete expression of the agreement between the parties and that any and all oral agreements between the parties regarding the subject matter hereof are merged into this written instrument.

The covenants, terms, conditions and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, successors, grantees, lessees,

transferees and assigns, and shall constitute servitudes running with the Property in perpetuity. Grantor and Grantee agree that the binding effect of these covenants, terms, conditions and restrictions shall not be dischargeable in bankruptcy or other insolvency proceedings.

IN WITNESS WHEREOF the Grantor and Grantee have caused their names to be signed to these presents this 12<sup>th</sup> day of February, 1997.

TRADITIONS INVESTMENTS -PIERCE, INC.  
GRANTOR

By: James P. Sullivan  
James P. Sullivan, Vice President

Attest: Daniel M. Bruni

Attest: James D. Sherr Daniel M. Bruni

ACCEPTED:

PIERCE TOWNSHIP, OHIO  
GRANTEE

By: Daniel Owings, Trustee  
Karen Register, Trustee  
Steve Strosnider, Trustee

Attest: Thomas A. Bridgman  
Thomas A. Bridgman

Attest: Frances Bridgman  
Frances Bridgman

Instrument Prepared By:  
Paul D. Rice, Esq.  
600 Shepherd Avenue  
Cincinnati, OH 45215

STATE OF OHIO )  
                  ) SS  
COUNTY OF CLERMONT)

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, the subscriber, a Notary Public in and for said County and State, personally came Daniel Owings, a duly authorized Trustee of Pierce Township, Clermont County, Ohio, the Township mentioned in the aforesaid document, and acknowledged the signing thereof to be his and its voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
                  ) SS  
COUNTY OF CLERMONT)

Be it remembered, that on this 14<sup>th</sup> day of February, 1997, before me, the subscriber, a Notary Public in and for said County and State, personally came Karen Register, a duly authorized Trustee of Pierce Township, Clermont County, Ohio, the Township mentioned in the aforesaid document, and acknowledged the signing thereof to be her and its voluntary act and deed for the uses and purposes therein mentioned.

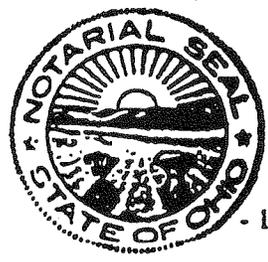


Paul D. Rice  
\_\_\_\_\_  
Paul D. RICE, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date, Section 147.05 O.R.C.

STATE OF OHIO )  
                  ) SS  
COUNTY OF CLERMONT)

Be it remembered, that on this 14<sup>th</sup> day of February, 1997, before me, the subscriber, a Notary Public in and for said County and State, personally came Steve Strosnider, a duly authorized Trustee of Pierce Township, Clermont County, Ohio, the Township mentioned in the aforesaid document, and acknowledged the signing thereof to be his and its voluntary act and deed for the uses and purposes therein mentioned.

Paul D. Rice  
\_\_\_\_\_  
Notary Public



PAUL D. RICE, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date, Section 147.05 O.R.C.

BOOK 1031 PAGE 948

STATE OF OHIO )  
                  ) SS  
COUNTY OF CLERMONT

BOOK 0870 PAGE 499

Be it remembered, that on this 13<sup>th</sup> day of Feb., 1997, before me, the subscriber, a Notary Public in and for said County and State, personally came James P. Sullivan, Vice President of Traditions Investments-Pierce, Inc., the corporation mentioned in the aforesaid document, and acknowledged the signing thereof to be his and its voluntary act and deed for the uses and purposes therein mentioned.

*Daniel M. Hennig*

Notary Public

DANIEL M. HENNIG  
Notary Public, State of Ohio  
My Commission has no expiration date  
Expires 10/1/99 O. B. C.

February 12, 1997