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**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR THE MARIEMONT LANDING
HOMEOWNERS ASSOCIATION, INC.**

REBECCA PREW GROPPE
HAMILTON COUNTY RECORDER
Doc #: 1 - 140398 Type: SDE
Filed: 01/08/2001 08:42:35 AM \$ 5.00
Off. Rec.: 8654 1066 R NSL 19
Cert No.: 190254 ML

MARIEMONT LANDING TOWNHOUSE LOT NEIGHBORHOOD

Whereas, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Mariemont Landing Homeowners Association is recorded in Volume 8654, page 1007 of the Official Records of Hamilton County (the Declaration), and

Whereas, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

Whereas, Pennington Properties, LLC is the Declarant of the Declaration, and

Whereas, pursuant to Article II, Section 2.3, and Article IV, Section 4.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose of designating Common Elements, imposing additional restrictions and assigning maintenance responsibilities, and

Whereas, the Declarant desires to amend and supplement the Declaration as to certain property; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. Designation of Neighborhood.** The property described in Exhibit A shall be deemed to be a "Neighborhood" as set forth in Article II, Section 2.3 of the Declaration.
- III. Designation of Common Elements.** The Common Elements for the Neighborhood shall generally be all area within the Neighborhood except for the Townhouse Lots. The property expressly described in Exhibit B shall be deemed to be Common Elements as set forth in Article IV, Section 4.1 of the Declaration.
 - A. Easements.** The Townhouse Lots shall be befitting by a permanent nonexclusive easement for ingress and egress over the Common Elements, including the private streets.

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B. Encroachment. The Common Elements appurtenant to any Townhouse Lots shall be subject to an easement for encroachment in favor of the Lots benefited by reason of any encroachment of any portion of a Dwelling Unit or any fixture attached thereto if such encroachment was a result of the original construction of the Dwelling Unit.

C. Designation of Maintenance. The Common Elements described in Exhibit B shall be part of the Association's responsibility for maintenance pursuant to Article IV, Section 4.1. Such maintenance responsibility includes street signage and the landscaping and entryway monuments. Columbia Township assumes no responsibility for maintenance of any item that is within the Association's maintenance responsibility.

D. Maintenance Easement. The Association, its agents, contractors, subcontractors and employees, shall have an easement over all of the Common Elements to perform all maintenance required by the Declaration.

E. Use. Each Owner is hereby granted an exclusive and irrevocable license to use and occupy the Common Elements. The use of the Common Elements, including the Limited Common Elements, is restricted to the purposes for which they are associated and in accordance with this Declaration and the rules and regulation of the Association. No other use may be inferred by location or proximity to a Dwelling Unit.

IV. Designation of Limited Common Elements. The Common Elements for the Mariemont Landing Townhouse Lot Neighborhood and the Townhouse Lots shall also contain Limited Common Elements.

A. Description. The Limited Common Elements shall be those portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Lots in accordance with the restrictions set forth herein. The Limited Common Elements shall include:

1. Any portion of the Common Elements encroached upon by any portion of a Dwelling Unit or any fixture attached thereto if such encroachment was a result of the original construction of the Dwelling Unit and its components, including but not limited to, gas meters and or/ valves and piping, electric meters, air conditioner pads, bumpouts, gutters, downspouts and chimneys
2. Sewer, gas, water and electric lines that serve one Townhouse Lot or Dwelling Unit. The portion serving only the Lot shall be allocated solely to that Townhouse Lot, and any portion thereof serving more than one Townhouse Lot or a portion of the Common Elements is a part of the Common Elements.

3. Other items as shown on the Record Plan and any replat thereof.
- B. Title.** The Association in accordance with the conditions, limitations and rights set forth in this Article shall hold the title to the Limited Common Elements.
- C. Allocation.** Unless otherwise stated on the plats, the Limited Common Elements shall be allocated to the Townhouse Lots to which they are adjacent to and which they serve.
- D. Use.** Each Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Elements allocated to such Owner's Lot. Such use shall include maintenance, repair and / or renovation activities.
- V. Reservation of Easements.** Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.
- VI. Restrictions.** The following restrictions apply to the Townhouse Lots.
- A. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than multi-family townhouse type dwelling and a garage for at least two cars for each Dwelling Unit.
- B. Fences.** No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the private street to the rear line of the Dwelling Unit. Privacy fences, if permitted, shall not exceed six (6) feet in height and shall be limited to the area immediately adjacent to a deck or patio. Invisible pet fences are permitted without prior approval.
- C. Other Structures.** No structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction.
- D. Pools, Hot Tubs and Spas.** No swimming pools of any type shall be permitted. All hot tubs and spas must be inground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence.
- E. Clothes Drying Apparatus.** No outdoor close drying apparatus of any sort shall be permitted.

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- F. Play Equipment.** No large-scale play equipment, such as swing sets, jungle gyms, or sandboxes shall be permitted. No basketball hoops, whether permanent or movable, shall be permitted.
- G. Gardens.** With the exception of decorative landscaping, no gardens of any sort shall be permitted in the Neighborhood. Additional landscaping may be installed with prior approval in accordance with Section 9.2 of the Declaration. The Association shall have the right to require the Owner to maintain such additional landscaping and also the right to remove such additional landscaping if the Owner fails to maintain it.
- H. Decks and Patios.** Decks and patios must be installed as part of original construction of the Dwelling Unit. No additions or enlargements to any decks or patios shall be permitted.
- I. Mailboxes, Lamp Posts.** All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant.

VII. Assessments.

- A. Neighborhood Assessment.** There is hereby established a Mariemont Landing Townhouse Lot Neighborhood Assessment in addition to the Annual General Assessment for the purpose of the Neighborhood Expenses of the Association which apply only to Townhouse Lots. Such Neighborhood Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement of the private streets and other maintenance as required by Article VIII of this Declaration; (2) the cost of any insurance by the Declaration or any Supplements or amendments; and (3) reasonable reserves for contingencies and replacement of the Common Elements associated with the Townhouse Lots. The Townhouse Lot Neighborhood Assessment shall not be subject to any limitations and shall be allocated equally to each Townhouse Lot. There is no initial Townhouse Lot Neighborhood Assessment.

VIII. Party Walls

- A. Definition.** Each wall built during original construction as a division wall common to each Dwelling Unit built on adjoining Lots shall be a "Party Wall". Each of the Owners of adjoining Lots shall own in severalty so much of any party wall as stands upon his or her Lot subject to the covenants, easements and restrictions provided for herein. A Party Wall shall not include the decorated surface within a Dwelling Unit or any finishing materials or items applied to said surface including paint, lacquer, varnish, wallpaper, tile, carpeting or paneling.

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B. Covenants, Easements and Restrictions. The following covenants, easements and restrictions as to use, maintenance, repair, restoration and reconstruction of Party Walls are hereby declared, adopted and established:

1. **Easement of Use.** Owners shall have the right and easement to use so much of any Party Wall as is owned by an adjoining Lot Owner for any purpose not inconsistent with joint use of the Party Wall or prohibited herein. Such right of use shall include the right to enter the Dwelling Unit of an adjoining Owner at reasonable times and upon reasonable notice and as reasonably necessary to repair, restore, reconstruct, maintain or improve the Party Wall.
2. **Damage or Destruction.** In the event of damage or destruction of a Party Wall from any cause or peril, then repair, restoration or reconstruction shall be undertaken by the Lot Owners affected; provided, however, that (with regard to a Party Wall) if insurance proceeds are insufficient or if the damage or destruction is not due to insured cause or peril the expense of repair, then reconstruction or restoration shall be borne equally by Lot Owners divided by such Party Wall regardless of the ownership interest in such Party Wall by such Owners. Provided further, however, that nothing herein shall release or be construed to release any Owner from liability for damages caused by such Owner by his negligence or willful misconduct.
3. **Maintenance of Structural Integrity.** The expense of repair and maintenance for the purpose of maintaining the structural integrity of a Party Wall shall be borne equally by Lot Owners divided by such Party Wall. In the event, however, that an Owner or anyone for whose act an Owner would be legally liable causes a Party Wall to be exposed to the elements by any act, whether negligent, willful or intentional, then such Owner shall bear the entire cost of weatherproofing the Party Wall to protect it from the elements.
4. **Prohibited Uses.** No one subject to this Declaration shall without the consent of all adjoining Owners and the Board make or cause to be made openings in a Party Wall, decrease or increase the thickness of a Party Wall, add to or extend a Party Wall, or place or construct chimney flumes or fireplaces against a Party Wall.

IX. Maintenance of Lot and Dwelling Unit. Notwithstanding the ownership of the various portions of the Common Elements and Townhouse Lots, the Townhouse Lots and the associated Common Elements shall be maintained and repaired by each Townhouse Lot Owner and the Association in accordance with the provisions of this Article and as set forth in the Chart of Maintenance Responsibilities as shown in Exhibit "C", attached to the Declaration. All expenses associated with the maintenance, repair and replacement of the Property shall be assessed in accordance with said chart.

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In the event that the obligation to maintain a portion of the Property is allocated to one or more Owners, e.g. townhouse roofs or party walls, then all decisions with respect such maintenance shall be decided by the unanimous consent of the Owners affected. If the affected Owners cannot reach unanimous consent, then the matter shall be submitted to the Board of Trustees of the Association, who shall resolve the matter by majority vote. No Board Member personally affected by such decision shall take part in the vote.

All maintenance, repair and replacement of the Property shall be in accordance with the procedures and Design Guidelines set forth in Article IX of the Declaration.

X. Insurance Obligations of Townhouse Lot Owners.

A. Casualty Insurance. Each Townhouse Lot Owner shall obtain and maintain in effect, all-risk insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the Dwelling Unit. Each Townhouse Lot Owner shall upon request provide the Association with evidence that such coverage is in effect.

B. Liability Insurance. Each Townhouse Lot Owner shall obtain and maintain in effect adequate liability insurance covering such Unit Owner's Lot and Dwelling Unit.

C. Obligation to Repair and Restore.

1. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Dwelling Unit, the insurance proceeds from a policy covering a Dwelling Unit shall first be applied to the repair, restoration or replacement of such Dwelling Unit. Each Townhouse Lot Owner shall be responsible for the repair, restoration or replacement of such Dwelling Unit pursuant to the terms hereof. Any such repair, restoration, or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of the Declaration.
2. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Dwelling, the Townhouse Lot Owner shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.
3. If the proceeds of the insurance are in excess of the amount necessary to pay for the cost of repair, restoration, or replacement of a Dwelling, the Townhouse Lot Owner shall be entitled to such excess in accordance with the

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provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Dwelling Unit.


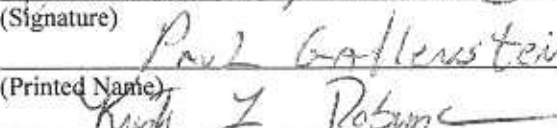
D. Association Rights. If any Townhouse Lot Owner fails to obtain the insurance required in this Section, or fails to pay the premiums therefore when and as required or fails to perform the obligation of a Townhouse Lot Owner under this Section, then the Association may, but shall not be obligated to, obtain such insurance, make such payments for such Lot Owner and / or perform such obligations, and levy the cost of such payments or performance as an Individual Assessment pursuant to Article VII, Section 7.5 of the Declaration.

E. Additional Insurance. Each Townhouse Lot Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Townhouse Lot Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

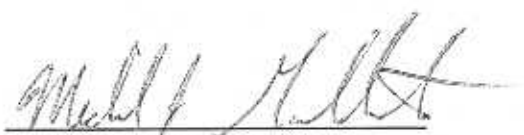
XI. Declarant's Rights. Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

IN WITNESS WHEREOF, Pennington Properties, LLC has caused this Supplemental Declaration to be signed this ___ day of July, 2001, by Michael J. Gallenstein, Member, pursuant to a resolution of the Members.

*Signed and Acknowledged
in the Presence of:*


(Signature)
Paul Gallenstein
(Printed Name)

(Signature)
Kristi L. Robinson
(Printed Name)


Pennington Properties, LLC

by: 
Michael J. Gallenstein
Member

8654 1072

STATE OF KENTUCKY)
) ss:
COUNTY OF KENTON)

The foregoing instrument was acknowledged before me, this 17th day of July, 2001, by Michael J. Gallenstein, Member of Pennington Properties, LLC, a Kentucky limited liability company, on behalf of the company.



Notary Public, State at Large
Com. Exp. Oct 28, 2001
Paul J. Darpel

Instrument Prepared By:
James A. Matre
Matre & Matre Co. LPA
9400 Montgomery Road, Suite C
Cincinnati, Ohio 45242
513-793-6220

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EXHIBIT A

Situate in Section 3, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Ohio and being Lots numbered 44 through 59, as shown on the Record Plan of Mariemont Landing, Block A, Plat Book _____, Pages _____ through _____ of the Plat Records of Hamilton County, Ohio.

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EXHIBIT B

COMMON ELEMENTS

Situate in Section 3, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Ohio and being Tracts "A", "B", "C", "D" and "E" as shown on the Record Plan of Mariemont Landing, Block A, Plat Book _____, Pages _____ through _____ of the Plat Records of Hamilton County, Ohio.

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Exhibit C
Chart of Maintenance Responsibilities

Item of Maintenance	Association Responsibility	Unit Owner Responsibility
Entrance Structure & Signage	All	None
Driveways	None	All
Foundations	None	All
Dwelling Unit Exteriors	None	All
Roofs	None	All
Postlights, including electric lines	None	All
Landscaping	All within Common Elements	All within Lots
Grass Mowing	All within Common Elements	All within Lots
Snow Plowing	Private Streets	Driveways, Walks, Patios and Decks
Decks	None	All
Patios	None	All
Driveways	None	All
Main sidewalk along private streets	None	All
Sidewalks serving Living Units	None	All
Living Unit Interiors	None	All
Plumbing	None	All
Electric	None	All
Utility Lines	All within Common Elements	All within Limited Common Elements
Downspout Lines	None	All
Retaining Walls	All	None
Street Lighting	All	None
Surface Water Management System: retention basins, including any pipes, concrete gutters or mechanical devices	All	None
Surface Water Management System: drainage swales	None, except within Common Elements	Mowing and keeping clear of obstruction within Lot
Picket Fences in front of Lots	None	All

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**CINCINNATI
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SURVEYING, INC.**

11126 Kenwood Road, Suite A
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513/891-1611
Fax: 513/791-1936

**LEGAL DESCRIPTION of R.L. PORTION
of TRACT 'A'
MARIEMONT LANDING - BLK. 'A'
0.0333 ACRE TRACT**

Situated in Section 3, Town. 4, Fractional Range 2 of the Miami Purchase, Columbia Township, Hamilton County, Ohio, being part of Registered lands conveyed to Pennington Properties, LLC by R.L. Certificate No. 184877 of said County's Records and being more particularly described as follows:

Commencing at Hamilton County CAGIS Monument No. 2235, said monument being witnessed by Hamilton County CAGIS Monument No. 2236 located $N88^{\circ}14'37''W$, 895.16 feet distant;

Thence, from said Hamilton County CAGIS Monument No. 2235, $S62^{\circ}07'07''E$ a distance of 1,100.20 feet to a point in a northwesterly corner of R.L Certificate No. 184877, which point is the True Point of Beginning for this description;

Thence, along a northerly line of said R.L Certificate No. 184877 and through Tract 'A' of Mariemont Landing, Blk 'A', $S80^{\circ}02'00''E$, a distance of 30.64 feet to a point in an easterly line of same Tract 'A';

Thence, along lines of said Tract 'A' the following two (2) courses:

- 1.) Along the arc of a curve deflecting to the right, having a radius of 36.00 feet and being subtended by a chord bearing $S24^{\circ}46'16''W$, 54.96 feet in length, a total arc distance of 62.53 feet to a point of compound curvature;
- 2.) Along the arc of a curve deflecting to the right, having a radius of 341.00 feet and being subtended by a chord bearing $S74^{\circ}59'34''W$, 5.52 feet in length, a total arc distance of 5.52 feet to a point in a westerly line of the aforementioned R.L. Certificate No. 184877;

Thence, through the aforementioned Tract 'A' and along said westerly line of R.L. Certificate No. 184877, $N01^{\circ}50'00''W$, 56.66 feet to the Point of Beginning.

Containing 1,453 square feet of land, more or less, which is 0.0333 acre, being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record.

This description was prepared by Kevin Richardson, Registered Surveyor No. 8011 in the State of Ohio, from a survey performed by Cincinnati Land Surveying, Inc. dated May 18, 2001.



**CINCINNATI
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SURVEYING, INC.**

11126 Kenwood Road, Suite A
Cincinnati, Ohio 45242
513/891-1611
Fax: 513/791-1936

**LEGAL DESCRIPTION of R.L. PORTION
of TRACT 'C'
MARIEMONT LANDING - BLK. 'A'
0.0653 ACRE TRACT**

Situated in Section 3, Town. 4, Fractional Range 2 of the Miami Purchase, Columbia Township, Hamilton County, Ohio, being part of Registered lands conveyed to Pennington Properties, LLC by R.L. Certificate No. 184877 of said County's Records and being more particularly described as follows:

Commencing at Hamilton County CAGIS Monument No. 2235, said monument being witnessed by Hamilton County CAGIS Monument No. 2236 located $N88^{\circ}14'37''W$, 895.16 feet distant;

Thence, from said Hamilton County CAGIS Monument No. 2235, $S53^{\circ}40'17''E$ a distance of 1,215.27 feet to a point in a westerly line of R.L. Certificate No. 184877, which point is the True Point of Beginning for this description;

Thence, along a northerly line of Tract 'C', the following two (2) courses:

- 1.) Along the arc of a curve deflecting to the right, having a radius of 85.00 feet and being subtended by a chord bearing $S77^{\circ}20'05''E$, 1.18 feet in length, a total arc distance of 1.18 feet to a point;
- 2.) $S76^{\circ}56'11''E$, a distance of 132.11 feet to a point in a southerly line of said R.L. Certificate No. 184877;

Thence, with lines of said R.L. Certificate No. 184877 and Mariemont Landing, Blk. 'A' the following two (2) courses:

- 1.) Along the arc of a curve deflecting to the left, having a radius of 1,918.82 feet and being subtended by a chord bearing $S83^{\circ}07'53''W$, 129.31 feet in length, a total arc distance of 129.34 feet to a point;
- 2.) $N01^{\circ}50'00''W$, a distance of 44.15 feet to a point;

Thence, continuing along a westerly line said R.L. Certificate No. 184877, $N01^{\circ}50'00''W$, a distance of 1.46 feet to the Point of Beginning;

Containing 2,844 square feet of land, more or less, which is 0.0653 acre, being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record.

This description was prepared by Kevin Richardson, Registered Surveyor No. 8011 in the State of Ohio, from a survey performed by Cincinnati Land Surveying, Inc. dated May 18, 2001.

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SURVEYING, INC.**

11126 Kenwood Road, Suite A
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513/891-1611
Fax: 513/791-1936

**LEGAL DESCRIPTION of R.L. PORTION
of TRACT 'D'
MARIEMONT LANDING - BLK. 'A'
0.2526 ACRE TRACT**

Situated in Section 3, Town. 4, Fractional Range 2 of the Miami Purchase, Columbia Township, Hamilton County, Ohio, being part of Registered lands conveyed to Pennington Properties, LLC by R.L. Certificate No. 184877 of said County's Records and being more particularly described as follows:

Commencing at Hamilton County CAGIS Monument No. 2235, said monument being witnessed by Hamilton County CAGIS Monument No. 2236 located N88°14'37"W, 895.16 feet distant;

Thence, from said Hamilton County CAGIS Monument No. 2235, S63°20'04"E a distance of 1,177.75 feet to a point in a northerly line of R.L. Certificate No. 184877, which point is the True Point of Beginning for this description;

Thence, along said northerly line of said R.L. Certificate No. 184877 and through Tract 'D' of Mariemont Landing, Blk 'A', S80°02'00"E, a distance of 70.85 feet to a point in an easterly line of same Tract 'D' and an easterly line of same Mariemont Landing, Blk. 'A';

Thence, along lines of said Tract 'D' and Mariemont Landing, Blk. 'A' the following four (4) courses:

- 1.) S18°37'21"W, a distance of 141.41 feet to a point;
- 2.) S77°55'53"E, a distance of 197.25 feet to a point;
- 3.) S18°37'21"W, a distance of 39.71 feet to a point;
- 4.) N76°56'11"W, a distance of 18.42 feet to a point in a westerly line of aforementioned R.L. Certificate No. 184877;

Thence, with lines of said R.L. Certificate No. 184877, the following two (2) courses:

- 1.) N01°05'06"W, 6.28 feet to a point;
- 2.) Along the arc of a curve deflecting to the left, having a radius of 1,918.82 feet and being subtended by a chord bearing S88°35'47"W, 24.39 feet in length, a total arc distance of 24.39 feet to a point;

Thence, again with lines of said Tract 'D', the following five (5) courses:

- 1.) N76°56'11"W, 116.18 feet to a point;

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- 2.) Along the arc of a curve deflecting to the right, having a radius of 35.00 feet and being subtended by a chord bearing N33°55'45"W, 47.75 feet in length, a total arc distance of 52.54 feet to a point of reverse curvature;
- 3.) Along the arc of a curve deflecting to the left, having a radius of 115.00 feet and being subtended by a chord bearing N04°25'33"E, 18.65 feet in length, a total arc distance of 18.67 feet to a point;
- 4.) N00°08'03"W, 46.53 feet to a point;
- 5.) Along the arc of a curve deflecting to the left, having a radius of 162.00 feet and being subtended by a chord bearing N15°49'24"W, 87.62 feet in length, a total arc distance of 88.72 feet to the Point of Beginning.

Containing 11,003 square feet of land, more or less, which is 0.2526 acre, being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record.

This description was prepared by Kevin Richardson, Registered Surveyor No. 8011 in the State of Ohio, from a survey performed by Cincinnati Land Surveying, Inc. dated May 18, 2001.



**CINCINNATI
LAND
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11126 Kenwood Road, Suite A
Cincinnati, Ohio 45242
513/891-1611
Fax: 513/791-1936

**LEGAL DESCRIPTION of R.L. PORTION
of TRACT 'E'
MARIEMONT LANDING - BLK. 'A'
0.3442 ACRE TRACT**

Situated in Section 3, Town. 4, Fractional Range 2 of the Miami Purchase, Columbia Township, Hamilton County, Ohio, being part of Registered lands conveyed to Pennington Properties, LLC by R.L. Certificate No. 184877 of said County's Records and being more particularly described as follows:

Commencing at Hamilton County CAGIS Monument No. 2235, said monument being witnessed by Hamilton County CAGIS Monument No. 2236 located N88°14'37"W, 895.16 feet distant;

Thence, from said Hamilton County CAGIS Monument No. 2235, S62°35'49"E a distance of 1,129.39 feet to a point in a southerly line of Tract 'E' (private) of Mariemont Landing, Blk. 'A' and a northerly line of R.L. Certificate No. 184877, which point is the True Point of Beginning for this description;

Thence, through Tract 'E' and along said northerly line of R.L. Certificate No. 184877, S80°02'00"E, a distance of 50.59 feet to a point in an easterly line of same Tract 'E';

Thence, along lines of said Tract 'E' the following five (5) courses:

- 1.) Along the arc of a curve deflecting to the right, having a radius of 162.00 feet and being subtended by a chord bearing S15°49'24"E, 87.62 feet in length, a total arc distance of 88.72 feet to a point;
- 2.) S00°08'03"E, 46.53 feet to a point;
- 3.) Along the arc of a curve deflecting to the right, having a radius of 115.00 feet and being subtended by a chord bearing S04°25'33"W, 18.65 feet in length, a total arc distance of 18.67 feet to a point of reverse curvature;
- 4.) Along the arc of a curve deflecting to the left, having a radius of 35.00 feet and being subtended by a chord bearing S33°55'45"E, 47.75 feet in length, a total arc distance of 52.54 feet to a point;
- 5.) S76°56'11"E, 116.18 feet to a point in the southerly line of the aforementioned R.L. Certificate No. 184877;

Thence, along said southerly line of R.L. Certificate No. 184877 and along the arc of a curve deflecting to the left, having a radius of 1,918.82 feet and being subtended by a chord bearing S86°38'50"W, 106.15 feet in length, a total arc distance of 106.16 feet to a point in a southerly line of the aforementioned Tract 'E';

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Thence, along said southerly line of Tract 'E' the following two (2) courses:

- 1.) N76°56'11"W, a distance of 132.11 feet to a point;
- 2.) Along the arc of a curve deflecting to the left, having a radius of 85.00 feet and being subtended by a chord bearing N77°20'05"W, 1.18 feet in length, a total arc distance of 1.18 feet to a point in a westerly line of R.L. Certificate No. 184877;

Thence, along said westerly line of R.L. Certificate No. 184877 and through aforementioned Tract 'E', N01°50'00"W, a distance of 30.68 feet to a point in a northerly line of same Tract 'E' and in the southerly line of Lot 40 of Mariemont Landing, Blk. 'A';

Thence, along lines of said Tract 'E' the following six (6) courses:

- 1.) Along the arc of a curve deflecting to the right, having a radius of 115.00 feet and being subtended by a chord bearing S79°11'53"E, 9.08 feet in length, a total arc distance of 9.08 feet to a point;
- 2.) S76°56'11"E, a distance of 14.50 feet to a point;
- 3.) Along the arc of a curve deflecting to the left, having a radius of 37.00 feet and being subtended by a chord bearing N51°27'53"E, 57.99 feet in length, a total arc distance of 66.64 feet to a point;
- 4.) N00°08'03"W, a distance of 29.02 feet to a point;
- 5.) Along the arc of a curve deflecting to the left, having a radius of 35.00 feet and being subtended by a chord bearing N42°35'47"W, 47.26 feet in length, a total arc distance of 51.88 feet to a point of compound curvature;
- 6.) Along the arc of a curve deflecting to the left, having a radius of 328.24 feet and being subtended by a chord bearing N88°30'10"W, 39.44 feet in length, a total arc distance of 39.46 feet to a point in a westerly line of aforementioned R.L. Certificate No. 184877;

Thence, through aforementioned Tract 'E' and along said westerly line of R.L. Certificate No. 184877, N01°50'00"W, a distance of 22.17 feet to a point in the southerly line of Tract 'A' of Mariemont Landing, Blk. 'A' and a northerly line of same Tract 'E';

Thence, along lines of Tract 'E' the following two (2) courses:

- 1.) Along the arc of a curve deflecting to the left, having a radius of 341.00 feet and being subtended by a chord bearing N74°59'34"E, 5.52 feet in length, a total arc distance of 5.52 feet to a point;
- 2.) Along the arc of a curve deflecting to the left, having a radius of 36.00 feet and being subtended by a chord bearing N24°46'16"E, 54.96 feet in length, a total arc distance of 62.53 feet to the Point Of Beginning.

Containing 14,992 square feet of land, more or less, which is 0.3442 acre, being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record.

This description was prepared by Kevin Richardson, Registered Surveyor No. 8011 in the State of Ohio, from a survey performed by Cincinnati Land Surveying, Inc. dated May 18, 2001.



**CINCINNATI
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**LEGAL DESCRIPTION of R.L. PORTION
of LOT 40
MARIEMONT LANDING - BLK. 'A'
0.0282 ACRE TRACT**

Situated in Section 3, Town. 4, Fractional Range 2 of the Miami Purchase, Columbia Township, Hamilton County, Ohio, being part of Registered lands conveyed to Pennington Properties, LLC by R.L. Certificate No. 184877 of said County's Records and being more particularly described as follows:

Commencing at Hamilton County CAGIS Monument No. 2235, said monument being witnessed by Hamilton County CAGIS Monument No. 2236 located N81°03'35"W, 895.09 feet distant;

Thence, from said Hamilton County CAGIS Monument No. 2235, S58°40'46"E a distance of 1,141.33 feet to a point in the northerly line of Lot 40, which point is also in a westerly line of R.L. Certificate No. 184877 and the True Point of Beginning for this description;

Thence, with said northerly line of Lot 40, along the arc of a curve deflecting to the right, having a radius of 328.24 feet and being subtended by a chord bearing N88°56'45"E, 10.23 feet in length, a total arc distance of 10.23 feet to a point;

Thence, with the easterly line of said Lot 40, S04°34'27"E a distance of 99.63 feet to a point in the northerly line of Miami Run (private);

Thence, with said northerly line of Miami Run (private), the following two (2) courses:

- 1.) N76°56'11"W, 6.35 feet to a point;
- 2.) Along the arc of a curve deflecting to the left, having a radius of 115.00 feet and being subtended by a chord bearing N79°11'53"W, 9.08 feet in length, a total arc distance of 9.08 feet to a point in said westerly line of R.L. Certificate No. 184877;

Thence, with said westerly line of R.L. Certificate No. 184877, N01°50'00"W a distance of 96.04 feet to the Point of Beginning.

Containing 1,228 square feet of land, more or less, which is 0.0282 acre, being subject to all legal highways, rights-of-way, easements, covenants and/or restrictions of record.

This description was prepared by Kevin Richardson, Registered Surveyor No. 8011 in the State of Ohio, from a survey performed by Cincinnati Land Surveying, Inc. dated May 18, 2001.