

Olentangy 3

reby certify that the within
ed Grant-Grantee has complied
Section 1777.02 of the Ohio
sed Code.
othy Coriant, Recorder
Delaware County, Ohio
By Alvin J. [Signature] Deputy

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That ADVANCE VENTURES, an Ohio general partnership of Franklin County, Ohio, for valuable consideration paid grants with general warranty covenants to Randall S. Arndt, Trustee, whose tax mailing address is 250 East Broad Street, Columbus, Ohio, the following REAL PROPERTY:

Situated in the State of Ohio, County of Delaware and Village of Powell:

Being Lots numbered Four Hundred Thirteen (413) through Four Hundred Thirty-Five (435), both inclusive, and Reserves "A" and "B" of OLENTANGY RIDGE SECTION NO. 3, as the same are numbered and delineated on the recorded plat thereof of record, in Plat Book 18, Pages 12 through 13, both inclusive, Recorder's Office, Delaware County, Ohio.

Last Transfer: Deed Book 421, Page 677;
Deed Book 421, Page 683

This conveyance is made subject to all previous easements, conditions and restrictions of records.

This deed is executed and delivered by Grantor and accepted by the Grantee herein subject to and upon the following reservations, restrictions, rights, uses and provisions:

In pursuance of a general plan for the protection and benefit and the mutual advantage of all the property in said subdivision hereinabove described, and all of the persons who may now or hereafter become owners of any part of said Subdivision, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed of conveyance, and the Grantee accepts the same, subject to all and each of the following restrictions, conditions, easements, charges, agreements, covenants, obligations, rights, uses and provisions, hereinafter referred to as "restrictions" which are for the mutual benefit and protection of and shall be enforceable by the Grantor and by all and any of the owners of the lots described above. The Grantee, for himself and his successors and assigns, covenants and agrees to keep and perform each of said restrictions, conditions, easements, charges, agreements, covenants, obligations, rights, uses and provisions and fully and punctually to observe, comply with, perform and carry out the same, to wit:

ARTICLE I

(A) LAND USE: All of the platted lots in Olentangy Ridge Section No. 3, shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height and in no event shall any building be erected to a height exceeding 35 feet from the finish grade of the building, together with necessary accessory buildings including a garage.

(B) LOT SPLIT: Except as developer may find necessary, no lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the Subdivision.

(C) TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Olentangy Ridge Section No. 3.

APPROVED
FOR TRANSFER
FRED L. STULTS
Delaware County Engineer

Delaware County
The County Recorder with
Suffice in Place of the
Recorder's Office
Delaware County, Ohio
Date of Recording: 11/11/11
Book & Page: 421, 677

(D) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Olentangy Ridge Section No. 3, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the Grantor, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, drive-ways and walk-ways and detailing the location of the structure on the lot including setbacks, drive-way locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within sixty (60) days following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby acknowledge the right of Grantor, at its option, to repurchase the lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each lot owner further acknowledges that in considering plans and specifications submitted, Grantor will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent lots and the effect of said proposed improvement on the lot with reference to its effect upon the neighboring properties and the overall development of Olentangy Ridge Section No. 3, and acknowledges that the Grantor may require submission of samples of materials to be used in the construction of said single family residence as a condition of the approval of said plans and specifications. Each lot owner further acknowledges that the Grantor shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Olentangy Ridge Section No. 3, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

(E) OPEN SPACE RESERVES: Within Reserves "A" and "B", both inclusive, the premises shall be kept in the natural state and no buildings or structures shall be erected or maintained thereon. No trees, shrubs or bushes, except those that are diseased or dead, shall be removed. It is the intention of the Grantor that the Reserves are and shall remain as a part of the below listed lots and will be conveyed together, therewith:

Reserve

Lot

A

434

B

435

(F) BUILDING LOCATION: No building shall be located on any lot nearer to the lot lines than the minimum building front, rear, and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statutory entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of the ordinary or field variety shall be grown on such portions of said lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

(G) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(H) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage purposes without the express written consent of Grantor.

(I) ANIMALS: No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot.

(J) WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

(K) CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any lot and no outside clothes drying or airing facilities shall be permitted.

(L) VEHICLES NOT IN USE: No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom.

(M) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of Olentangy Ridge Section No. 3 and any improvements used in connection with such hobbies

LIBER 0465 PAGE 417

or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automotive, bicycle, mo-ped, motor boat and sail boat repair.

(N) BOAT, TRAILER AND VEHICLE PARKING AND STORAGE: No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(O) GARAGE: No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

(P) SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

(Q) ANTENNAS: Television and radio antennas, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot.

(R) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

ARTICLE II

(A) TERM: These covenants are to run with the land and shall be binding on all owners of the above-described real estate until December 31, 2010, after which time said covenants may be extended for successive periods of ten (10) years by a majority of the then owners of the lots agreeing to extend said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity or both by any owner of any part of the above-described real estate or by Grantor against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. No failure to object to any violations of any restrictions or to enforce any restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior to subsequent thereto.

(C) SEVERABILITY: Each of these covenants contained herein are independent and separate and in the event any one or more of such covenants shall for any reason be held invalid or unenforceable, all remaining covenants shall nevertheless remain in full force and effect.

ARTICLE III

ACCEPTANCE: By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

IN WITNESS WHEREOF, the said ADVANCE VENTURES has hereunto caused these presents to be subscribed by its duly authorized general partner this 19th day of November, 1984.

Signed and acknowledged in the presence of:

ADVANCE VENTURES, an Ohio General Partnership

Charles P. Mackay
James R. Winfree

By: *Irving Schottenstein*
Irving Schottenstein,
General Partner

STATE OF OHIO :
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 19th day of November, 1984, by Irving Schottenstein, general partner on behalf of ADVANCE VENTURES, a partnership.

James R. Winfree
Notary Public
James R. Winfree, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 14.03 R.C.



This instrument prepared by: Schottenstein, Zox & Dunn
A Legal Professional Association
250 East Broad Street
Columbus, Ohio 43125
(614) 221-3211

MAIL TO: BENCHMARK TITLE AGENCY, INC.
250 EAST BROAD STREET
COLUMBUS, OHIO 43215

30491
DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 29 1984
AT 8:45 O'CLOCK A.M.
RECORDED Dec 6 1984
Deed RECORD.
VOL 465 PAGE 415

Advance Ventures
to
Arndt, Randall D.
Trustee

Monthly Conant
COUNTY RECORDER
FEE \$ 16.00 AC
Record 1-25 413-435-2. 22

MAIL TO: BENCHMARK TITLE AGENCY, INC.
250 EAST BROAD STREET
COLUMBUS, OHIO 43215

0465 PAGE 419

I hereby certify that the within named Grantor-Grantee has complied with Section 1777.03 of the Ohio Revised Code.

FILED 0165 PAGE 420

Dorothy Conant, Recorder
Delaware County, Ohio

QUIT-CLAIM DEED

By Shirley Conant Deputy

KNOW ALL MEN BY THESE PRESENTS: that, Randall S. Arndt, Trustee, of Franklin County, Ohio (hereinafter referred to as "Grantor"), in consideration of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby remise, release and forever quit claim to Advance Ventures, an Ohio general partnership, its successors and assigns forever (hereinafter referred to as "Grantee"), whose tax mailing address is: c/o M/I Schottenstein Companies, Inc., 65 East State Street, 21st Floor, Columbus, Ohio 43215, the following real property situated in the State of Ohio, County of Delaware and Village of Powell:

Being Lots Numbered Four Hundred Thirteen (413) through Four Hundred Thirty-Five (435), both inclusive, and Reserves "A" and "B" of OLENTANGY RIDGE SECTION NO. 3, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 18, Pages 12 through 13, both inclusive, Recorder's Office, Delaware County, Ohio.

Last transfer: Deed Book 465 Page 415

IN WITNESS WHEREOF, Grantor has executed this instrument this the 19th day of November, 1984.

Signed and acknowledged in the presence of:

Karen S. Gilbert
James R. Winfree

Randall S. Arndt
Randall S. Arndt, Trustee

STATE OF OHIO :
COUNTY OF FRANKLIN : SS.

The foregoing instrument was acknowledged before me this the 19th day of November, 1984, by Randall S. Arndt, Trustee.

James R. Winfree
Notary Public

James R. Winfree, Attorney-at-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 14.03 R.C.

Arndt, Randall S.
To Trustee
Advance Ventures

DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 29 1984 10:47 O'CLOCK A.M.
RECORDED Dec 6 1984 Deed RECORD.
VOL 465 PAGE 420 FEE \$ 10.00
Randall S. Arndt Dorothy Conant
Recorder's Office 21st Floor
Columbus, Ohio 43215
COUNTY RECORDER AC

Delaware County
The Grantor has complied with
Section 219.202 of the R.C.
Date 11-29-84 Transfer Tax Paid None
TRANSFERRED OR TRANSFER NOT NECESSARY
D. J. R. Thomas, Recorder

This instrument prepared by: Schottenstein, Zox & Dunn
A Legal Professional Association
250 East Broad Street
Columbus, Ohio 43215
(614) 221-3211

MAIL TO: BENCHMARK TITLE AGENCY, INC.
250 EAST BROAD STREET
COLUMBUS, OHIO 43215

APPROVED FOR REGISTER
FRED L. STULTS
Notary Public

MAIL
NOV 29 1984
10:47 AM

I hereby certify that the within named Grantor-Grantee has complied with Section 1777.02 of the Ohio Revised Code.

Dorothy Conant, Recorder
Delaware County, Ohio

By Larry Bryant Deputy

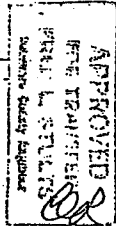
GENERAL WARRANTY DEED

KNOW ALL MEN: BY THESE PRESENTS, that Advance Ventures, an Ohio General Partnership organized and existing under the laws of the State of Ohio, and having a principal place of business in the City of Columbus, County of Franklin, Ohio, for valuable consideration paid grants with general warranty covenants to SUTLIFF BUILDERS, INC.

whose tax mailing address is

the following REAL PROPERTY situated in the County of Delaware, State of Ohio, and in the Village of Powell, and being more particularly bounded and described as follows:

Being Lot No. Four Hundred Twenty-Six (426) of OLENTANGY RIDGE SECTION NO. 3, as the same is numbered and delineated on the recorded plat thereof of record, in Plat Book 18, Pages 12 through 13, Recorder's Office, Delaware County, Ohio.



Prior Instrument Reference: Volume 421 Page 677 and 683

IN WITNESS WHEREOF, the said ADVANCE VENTURES has hereunto caused these presents to be subscribed by its duly authorized Attorney in Fact this 21st day of November, 1984.

Signed and acknowledged in the presence of:

Advance Ventures, an Ohio General Partnership, by Jean E. Krieger, the Attorney in Fact, pursuant to a Power of Attorney dated November 22, 1983, and recorded in Agreements and Power of Attorney Record Volume 16, Page 654, Delaware County, Ohio.

John D. Davidson
Gene J. Schottler

Jean E. Krieger
Jean E. Krieger, Attorney in Fact

STATE OF OHIO :
COUNTY OF FRANKLIN : SS:

The foregoing instrument was acknowledged before me this 21st day of November, 1984, by Jean E. Krieger, Attorney in Fact on behalf of ADVANCE VENTURES, an Ohio General Partnership.

Darlene W. Smith
Notary Public

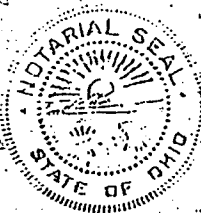
'Darlene W. Smith
Notary Public, State of Ohio'.
My Commission Expires 6-22-87.

This instrument prepared by: Advance Ventures
1855 E. Dublin-Granville Road
Columbus, Ohio 43229
614-436-5600

30493
DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 29 1984
AT 8:49 o'clock P.M.
RECORDED Dec 6 19 84
Deed RECORD.
VOL: 465 PAGE 421

Advance Ventures
to
Sutliff Builders, Inc.
Delaware County

The Grantor has complied with Section 319.22 of the R.C. # 89 92
Date 11-27-84 Transfer Tax Paid \$21
TRANSFERRED ON RECORDED AT \$1000
David R. Thomas, Auditor



Dorothy Conant
COUNTY RECORDER

1178 0465 PAGE 421

POWELL LOT 426
FEE \$ 10.00
Columbus 1174 Re. Reg. Sec. 16.3

MAIL
Recording Department
330 Oak Tree Ct
Middletown 43081

9-7-85 for Construction Dept.
see deed Vol 466 Page 719

