

Olentangy Section 1

VOL 458 PAGE 272

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 William F. Simpson, 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 Three Hundred Thirty-Seven (337) through Three Hundred Fifty-Six (356), both inclusive, and Lots numbered Three Hundred Eighty-Two (382) through Four Hundred Twelve (412) and Reserves "A", "B", "C", "D", "E", "F", "G" and "H" of OLENTANGY RIDGE SECTION NO. I, as the same are numbered and delineated of the recorded plat thereof of record, in Plat Book 17, Pages 51 through 53, both inclusive, Recorder's Office, Delaware County, Ohio.

APPROVED
FOR TRANSFER
FRED L. STUBBS
Delaware County Engineer

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 record.

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. 1, 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: 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. 1.

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date: 11-21-82 Transfer Tax Paid \$100.00
UNREGISTERED GRANTOR - NO FEE NECESSARY
David R. Thomas, Auditor of C. 11/21/82

(D) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Olentangy Ridge Section No. 1, 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 one (1) year 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. 1, 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, resubmission of proposed plans and specifications.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Grantor in accordance herewith.

Within the easement areas designated on the recorded plat of Olentangy Ridge Section No. 1, 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" through "H", 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:

<u>Reserve</u>	<u>Lot</u>
A	397
B	398
C	399
D	400
E	401
F	402

Within Reserves "G" and "H" a mounded and landscaped area has been constructed by grantor. Each of these Reserves shall be conveyed together with the adjacent lot, to-wit: Reserve "H" shall be conveyed with Lot 337 and Reserve "G" shall be conveyed with Lot 356. Each lot owner of said Reserves shall maintain the landscaped area within said Reserve area, shall not remove or destroy the trees, shrubs and bushes in such landscaped area and shall maintain such area, in a manner which will give a positive and neat appearance to the entrance of the subdivision.

(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 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 statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of the ordinary garden 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 regulation.

(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. 1 and any improvements used in connection with such hobbies 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 proceedings by 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 or 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 partner this 15th day of November, 1983.

Signed and acknowledged in the presence of:

ADVANCE VENTURES,
an Ohio General Partnership

Frank King
Linda S. Satterfield

By: Irving Schottenstein
Irving Schottenstein,
Partner.

STATE OF OHIO :
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 15 day of November, 1983, by Irving Schottenstein, partner on behalf of ADVANCE VENTURES, a partnership.

Linda S. Satterfield
Notary Public

LINDA L. SATTERFIELD
Notary Public, State of Ohio
My Commission Expires Feb. 18, 1985



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 Kay Bryant Deputy

Advance Ventures
TO
William S. Simpson
Trustee

22269
DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 30 1983
AT 2:35 O'CLOCK P.M.
RECORDED DEC - 8 1983
Deed RECORD.
VOL 458 PAGE 272
Horvath
COUNTY RECORDER
FEE \$ 16.00

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

EM (3) MAIL

QUIT-CLAIM DEED *

William F. Simpson, Trustee, unmarried, Columbus, Ohio
for valuable consideration paid, grants(s) to Advance Ventures, an Ohio general partnership
1855 E. Dublin Granville Road, Columbus, Ohio 43229
the following REAL PROPERTY: Situated in the County of Delaware in the State of Ohio and in the Village of Powell

Being Lots Numbered Three Hundred Thirty-Seven (337) through Three Hundred Fifty-Six (356), both inclusive, and Lots Numbered Three Hundred Eighty-Two (382) through Four Hundred Twelve (412) and Reserves "A", "B", "C", "D", "E", "F", "G" and "H" and OLENTANGY RIDGE SECTION NO. 1, as the same are numbered and delineated of the recorded plat thereof, of record, in Plat Book 17, Pages 51-53, both inclusive, Recorder's Office, Delaware County, Ohio.

APPROVED FOR TRUSTEE
FRED L. SULLS
Delaware County Registrar

DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 30 1983 10:37 AM
RECORDED DEC - 6 1983
VOL. 458 PAGE 277
COUNT RECORDER

Prior Instrument Reference: Vol. _____ Page _____ of the Deed Records of _____ County, Ohio.

Grandfathered instrument.

of November 19 83

Signed and acknowledged in the presence of:

Witness

Witness

State of Ohio County of Franklin ss.

BE IT REMEMBERED, that on this 22nd day of November, 19 83, before me, the subscriber, a Notary Public in and for said county, personally came, William F. Simpson, Trustee, unmarried, in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

James R. Wintler, Attorney at Law, Notary Public - State of Ohio, My commission expires on _____ Section 14.03 R.R. 1983.

This instrument was prepared by _____ Columbus OH 43219

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 _____ Deputy

458 277

DELAWARE COUNTY, OHIO

NOTARY PUBLIC

James R. Wintler

Section 14.03 R.R. 1983

My commission expires on _____

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