

Olentangy Section 2

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation, of Columbus, Ohio, (hereinafter referred to as "Grantor") for valuable consideration paid grants with general warranty covenants to Randall S. Arndt, Trustee, (hereinafter referred to as "Grantee") whose tax mailing address is 41 S. High Street, Columbus, Ohio, 43215 the following REAL PROPERTY:

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

Being Lots numbered 606 through 642, both inclusive, and Reserves A through N, both inclusive, of OLENTANGY RIDGE SECTION NO. 2 as the same are numbered and delineated on the recorded plat thereof of record in Plat Book 19, Pages 101 and 102, Recorder's Office, Delaware County, Ohio.

APPROVED FOR TRANSFER FRED L. STUBBS Delaware County Engineer

Last Transfer: Deed Book 482, Page 341;

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:

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the dwelling because of race or color are invalid under federal law and are unenforceable.

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 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. 2, 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, BUSINESS OR COMMERCIAL ACTIVITY BARRED: No trade, business 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. 2, provided, however, the sale of a lot or a house by any property owner shall not be considered to be a commercial activity as defined herein.

Delaware County The Grantor has complied with Section 319.202 of The R.C. Date: 12-11-11 Transfer Tax Paid: None TRANSFERRED OR TRANSFER NOT NECESSARY David R. Thomas, Auditor By: S.M.A.T.

BOOK 0484 PAGE 223

(D) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Olentangy Ridge Section No. 2, each owner of a lot shall be required to submit to the Grantor two (2) sets of complete building and site plans with specifications for the buildings and other permitted structures intended to be erected thereon, 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, driveways 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 or other structure 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. 2, 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. Grantor will attempt to prevent the construction of houses with the identical front elevation from being located on lots adjacent on either side. 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 reasons 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; provided, however, Grantor or a developer may perform any work upon the lots or do any excavation, construction, site work or tree removal for the purpose of improving the lots including, but not limited to, the construction of utility services to service the subdivision and other work deemed necessary or appropriate by a developer in completing the preparation of the subdivision for sale of single family lots.

Within the easement areas designated on the recorded plat of Olentangy Ridge Section No. 2, 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 N, both inclusive, the premises shall be kept in their natural state and no commercial or residential buildings or structures shall be erected or maintained thereon, except those specifically approved by Grantor, or with respect to the lake reserves (Reserves G through N inclusive), as specifically approved by the Association (as hereinafter defined). No trees, shrubs or bushes, except those that are diseased or dead, shall be removed. Such Reserves shall be green or open areas containing only landscaping, entrance features, signs identifying the development, any necessary utilities and any other features specifically approved by Grantor, or with respect to the lake reserves (Reserves G through N inclusive), as specifically approved by the Association. 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	631
B	630
C	629
D	628
E	627
F	626
G	641
H	640
I	639
J	637
K	636
L	635
M	634
N	642

(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 and steps 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 statuary entrance ways, 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 LINE: 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 seven (7) 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. 2 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 forty-eight (48) 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 six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period as may be allowed under the zoning code.

(Q) ANTENNAS: Television, radio antennas and dish-type satellite signal receiving stations, 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.

(S) FENCING: Notwithstanding any other provision hereof, no chain link, metal or plastic fencing shall be permitted upon any of the lots or reserves within Olentangy Ridge Section No. 2.

(T) DEVELOPMENT OFFICE: Notwithstanding any other provision of this instrument, Grantor or its successor or assign may perform within the subdivision development activities of any nature by showing lots in the subdivision and by maintaining a temporary development location, whether trailer or other structure, provided that such development location or structure shall be approved in writing in advance by the Village of Powell and in any event the use of such development office shall terminate after the sale of seventy-five percent (75%) of the lots in Olentangy Ridge Section No. 2 by Grantor, its successor or assign, and such temporary development office shall be removed.

## ARTICLE II

(A) Lake Front Homeowner's Association: Grantor, in order to insure that the lake which abuts Lots 634 through 637, both inclusive, and 639 through 642, both inclusive, (the "Lake Front Lots") shall be maintained in a manner that will contribute to the comfort and enjoyment of the owners of the Lake Front Lots and provide for other matters of concern to them, has or will organize the Olentangy Ridge Lake Front Homeowner's Association (the "Association"). The purpose of the Association shall be (i) to maintain the lake; (ii) to provide and pay for insurance in such types and amounts as the Association shall determine with respect thereto; (iii) to establish rules and regulations pertaining to the use of the lake; and (iv) to take such other action as the Association is authorized to take pursuant to its Articles of Incorporation and By-Laws, or this deed. The Association membership shall be comprised of the record owners of the Lake Front Lots who shall each have one (1) vote for each Lake Front Lot owned in all elections and on all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-Laws of the Association. Grantor shall be a member of the Association so long as it owns one (1) or more of said Lake Front Lots. The actions of the Association shall be subject to the consent of sixty percent (60%) of the votes allotted herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation or this deed. Joint, common or other multiple ownership of any of the Lake Front Lots shall not entitle the owners thereof to more than the number of votes which would be authorized if said Lake Front Lot was held under one name.

(B) Assessments: Each owner of any Lake Front Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an annual assessment for Common Expenses (as hereinafter defined) and special assessments (as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or By-Laws.

### (1) Maximum Annual Assessment for Common Expenses:

(a) Initial Assessment: Until January 1, 1988, the maximum annual Common Expense assessment per Lot shall be One Hundred Dollars (\$100.00). There shall be no Common Expense assessment for the year 1986.

(b) Standard Increases: From and after January 1, 1988, the maximum annual assessment for Common Expenses as stated above may be increased each year by the Association not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of sixty percent (60%) of the total votes of all owners of Lake Front Lots.

(c) Special Increases: From and after January 1 of the year immediately following the conveyance by the Grantor of the first Lake Front Lot to an owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by paragraph (B)(1)(a) above by a vote of sixty percent (60%) of the total votes of all owners of Lake Front Lots at a meeting duly called for this purpose.

(d) Duty of Association to Fix Amount: The Association may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this paragraph (B)(1).

(2) Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, 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, reconstruction, repair of major maintenance related to the lake, provided that any such assessment shall have the assent of sixty percent (60%) of the total votes of all owners of Lake Front Lots at a meeting duly called for this purpose.

(3) Notice of Meeting and Quorum for Any Action Authorized Under Paragraphs (B)(1) and (B)(2) above: Written notice of any member's meeting called for the purpose of taking any action authorized under paragraph (B)(1) and (B)(2) of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

(4) Date of Commencement of Annual Assessments: Due Dates: The annual assessments for common Expenses shall commence as to Lake Front Lots on January 1, 1987. The Association shall fix the amount of the annual assessment for common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every owner subject hereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Association.

(5) Lien for Assessments: All sums assessed to any Lake Front Lot pursuant hereto, including those owned by the Grantor, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a continuing lien on such Lake Front Lot in favor of the Association.

(6) Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lake Front Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the lake, or abandonment of his Lake Front Lot.

(7) Foreclosure: The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the Lake Front Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as

of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lake Front Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

(8) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lake Front Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which becoming due prior to such sale or transfer. No sale or transfer shall relieve such Lake Front Lot from liability for any assessments which thereafter become due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lake Front Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lake Front Lot; provided, however, that such first mortgagee shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lake Front Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such first mortgagee holding a lien on a Lake Front Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

(C) Lake Front Lot Easement Rights: Every owner of a Lake Front Lot shall have a right and non-exclusive easement of enjoyment in and to the lake which shall be appurtenant to and shall pass with the title to every Lake Front Lot, subject to the following provisions:

(1) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the lake;

(2) The right of the Association to suspend the voting rights and right to use of the lake by an owner for any period during which any assessment levied under this deed against his Lake Front Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(3) The right of the Association to otherwise deal with the lake as provided by its Articles of Incorporation.

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the lake to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the owner's Lake Front Lot. No damage to, or waste of, the lake or any part thereof, shall be committed by any owner or any tenant or invitee of any owner. No noxious, destructive or offensive activity shall be permitted on or in the lake or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other owner. No owner may erect any improvement or structure of any kind on the lake without the prior written approval of the Association.

### ARTICLE III

(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 and 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 to 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.

(D) GENDER: All pronouns and all variations thereof, shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof, as the identity of the person or persons or as the situation may require.

(D) AMENDMENT BY GRANTOR: Grantor reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes or if requested or required by the Village of Powell or other appropriate governmental entity. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

ARTICLE IV

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 Grantor has caused these presents to be subscribed by its duly authorized officer this 4<sup>th</sup> day of December 1986.

Signed and acknowledged in the presence of :

M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation

*Julius M. Hagerman*  
*Eric Monte*

By: *Irving Schottenstein*  
Irving Schottenstein, President

STATE OF OHIO :  
: COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 1986, by Irving Schottenstein, President, on behalf of M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation.

*M/I Schottenstein Homes Inc.*  
*to*  
*Arnold, Randall & Schottenstein, zbk & Dunn*

53238

This instrument prepared by: *Arnold, Randall & Schottenstein, zbk & Dunn*

DELAWARE COUNTY, OHIO

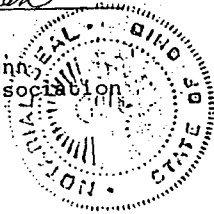
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RECORDED Dec 15, 1986 Dec 1 RECORD.

VOL. 484 PAGE 223 FEE \$ 22.00

*Dorothy Corbett*  
COUNTY RECORDER

Notary Public  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES JULY 31, 1987  
A Legal Professional Association  
41 S. High Street  
Columbus, Ohio 43215  
E.W. 2



*lots 6, 6a, 6b, 6c, 6d, 6e, 6f, 6g, 6h, 6i, 6j, 6k, 6l, 6m, 6n, 6o, 6p, 6q, 6r, 6s, 6t, 6u, 6v, 6w, 6x, 6y, 6z*  
*See page 2 of 2*