

132046

GENERAL WARRANTY DEED

SCIOTO RUN ASSOCIATES, an Ohio general partnership, of Franklin County, Ohio, for valuable consideration paid, grants with general warranty covenants to THOMAS MARKWORTH, TRUSTEE, whose tax mailing address is: 941 Chatham Lane, Suite 115, Columbus, Ohio 43221, the following REAL PROPERTY: Situated in the State of Ohio, in the County of Franklin, and in the City of Hilliard:

Being Lots Numbered One Hundred Five (105) through One Hundred Eighty-eight (188), both inclusive, of SCIOTO RUN SUBDIVISION, PHASE III, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 69, pages 48 and 49, Recorder's Office, Franklin County, Ohio.

Last transfer: O. R. Volume 9827, page E-19

This conveyance and the rights of the Grantee hereunder are subject to real estate taxes not yet due and payable, assessments, if any, easements, conditions, restrictions, zoning regulations of record, all legal highways, and all other matters of record on the recorded plat of Scioto Run Subdivision Phase III.

This deed is executed and delivered by the Grantor and accepted by the Grantee herein subject to the reservations, restrictions, easements, rights, uses and provisions described in Exhibit "A" attached hereto and made a part hereof and consisting of five (5) pages.

Witness his hand this 6th day of December, 1988.

Signed and acknowledged in the presence of:

SCIOTO RUN ASSOCIATES, an Ohio general partnership, by: F. A. Kohler Co., an Ohio corporation, a general partner

Betty Rein
Susan Wilgus

by: Charles P. Driscoll
Charles P. Driscoll, Secretary

TIME 2:00 P M
RECORDED FRANKLIN CO., OHIO

DEC 6 1988

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$ 18.00

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 6th day of December, 1988, before me, the subscriber, a Notary Public in and for said County and State, personally came Scioto Run Associates, an Ohio general partnership, by the F. A. Kohler Co., an Ohio corporation, a general partner, by Charles P. Driscoll, its Secretary, the Grantor in the foregoing deed, who acknowledged the signing thereof to be his duly authorized voluntary act and deed, for and on behalf of the F. A. Kohler Co. and Scioto Run Associates, the Grantor.

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



SUSAN WILGUS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 28, 1990

Susan Wilgus
Notary Public

This Instrument Prepared by:

Box

Thomas Markworth, Attorney
941 Chatham Lane
Suite 115
Columbus, Ohio 43221
(614) 457-5422

908772

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL
FRANKLIN COUNTY AUDITOR

PARTNERSHIP
FILING DATE 5-18-87
RECORDED VGL 9636 PAGE C-13
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

TRANSFERRED
DEC 6 1988
PALMER C. MCNEAL
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FRANKLIN COUNTY AUDITOR

RESTRICTIONS
SCIOTO RUN PLANNED NEIGHBORHOOD DEVELOPMENT
PHASE III

1. In pursuance of a general plan for the protection, benefit and mutual advantage of Lots 105 through 188, inclusive, of the Scioto Run Phase III Subdivision, hereinafter referred to as the "Subdivision", and all other single family, residential lots within the Scioto Run Planned Neighborhood Development, and as a part of the consideration of this conveyance, the Grantor executes and delivers this Deed and the following reservations, restrictions, conditions, easements, rights and provisions, hereinafter collectively referred to as the "Restrictions", which are for the mutual benefit and protection of, and shall be enforceable by all and any of the present and future owners of any of said lots. Grantee, for himself and his successors and assigns, covenants and agrees to keep and perform each of the Restrictions as hereinafter set forth.
2. These Restrictions run with the land and are binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots within the Subdivision agreeing to change said Restrictions, in whole or in part, has been recorded.
3. No dwelling, garage or driveway or any addition thereto or alteration thereof shall be erected, placed or suffered to remain upon any lot unless or until the size, location, type and style of architecture, materials of construction, color scheme, grading plan of the lot, including the grade elevation of the dwelling, plot plan showing the proposed location of the dwelling upon the lot and the plans, including the landscape plan, and specifications therefor have been submitted in writing to and approved by Grantor, which approval shall not be unreasonably withheld or delayed. If Grantor fails to approve or disapprove such plans and specifications within fifteen (15) days after submission to Grantor, such plans and specifications which have been submitted in accordance with the terms hereof shall be deemed to have been approved by Grantor. Grantor retains the right to inspect all construction work at all reasonable times to insure compliance herewith and with the plans and specifications as approved. If Grantor ceases to exist as an entity and this right of approval shall not have been specifically assigned to a successor in interest (which assignment shall be in writing and may be filed with the Recorder of Franklin County, Ohio), then the approval required hereunder shall be unnecessary and the provisions of this paragraph shall be inoperative.
4. All construction on any lot shall be completed within a reasonable time after the start thereof.
5. Each lot shall be used and occupied solely and exclusively for the purpose of a private residence by a single family and no other than one (1) single family private residence building ("Dwelling") shall be erected, placed or suffered to remain thereon.
6. No Dwelling shall be located on any lot nearer to the lot line(s) than the minimum building setback line(s) shown on the recorded plat. No Dwelling shall be located nearer than seven (7) feet to an interior lot line. The minimum width of the combined side yards of each lot, measured to the interior lot lines, shall be at least fifteen (15) feet. Except on corner lots, the minimum rear yard of each lot measured to the interior rear lot line shall be at least thirty (30) feet. For this purpose, eaves, steps and open porches shall not be considered as part of the Dwelling.
7. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
8. No storage tank(s) larger than ten (10) cubic feet including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any lot except underground.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood.
10. No structure of a temporary character, trailer, basement, tent, shack, barn, garage, or other outbuilding shall be used on any lot as a residence either temporarily or permanently.
11. No sign of any kind shall be displayed to the public view on any lot except: one (1) professional sign of not more than one (1) square foot may be attached to the front of a residence; one (1) temporary sign of not more than five (5) square feet advertising the premises for sale or for rent may be placed upon each lot; and other signs as may be approved by Grantor intended to be used by a builder to advertise the premises during the construction and sales period. The Grantor reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during the construction and sales period as to all lots.
12. No well, either temporary or permanent, for gas, water, oil or other substance shall be erected, placed or suffered to remain upon any lot, nor shall any lot be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the owner(s) of any lot within or without the Subdivision.
13. No animals or insects of any kind except dogs, cats, or other household pets which are kept for domestic purposes only and are not kept or bred for any commercial purpose shall be kept upon any lot. No wild or vicious animals shall be kept upon any lot at any time.
14. No commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored within the Subdivision unless the same are in a garage; provided however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during construction of the Subdivision and the Dwellings therein.
15. No lot shall be used 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 materials shall be kept in a clean and sanitary condition.
16. No portion of any lot nearer to any street than the building setback line(s) as shown on the recorded plat of the Subdivision shall be used for any purpose other than that of lawn. No fence or wall of any kind or for any purpose except ornamental railings, walls, or fences not exceeding three (3) feet in height located on or adjacent to entry structures, shall be erected, placed or suffered to remain on any lot nearer to any street, now existing or hereafter created, than the front of the Dwelling. Subject to Paragraph 17, nothing herein contained shall be construed to prevent the use of such portion of any lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the lot. No fence or wall shall be erected, placed or suffered to remain on any lot beyond the building setback line(s) as shown on the recorded plat. No chain link or wire fence of any kind shall be erected, placed or suffered to remain on any lot.
17. No fence, wall, hedge or planting which obstructs sight lines at elevations of between two (2) and six (6) feet above the roadways shall be erected, placed or suffered to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the property lines so extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
18. No swimming pool measuring more than sixty-four (64) square feet shall be constructed or maintained above the finish grade at its location as shown on the master grading plan for the Subdivision.

19. No television satellite receiver ("dish") in excess of three (3) feet in diameter shall be placed outside of any Dwelling.

20. No solar panels or collectors extending more than twelve (12) inches above the finished grade of the roof shall be placed upon any Dwelling.

21. No antenna extending more than five (5) feet above the finished grade of the roof shall be placed upon or about any Dwelling.

22. No metal storage building shall be erected, placed or suffered to remain upon any lot.

23. All mailboxes within the Subdivision shall be of uniform design and construction as determined by Grantor.

24. An ornamental yard light shall be installed and maintained in the front of each Dwelling on each lot.

25. Two (2) street trees, the type, size and location of which shall be designated by Grantor, shall be planted and maintained on each lot between the sidewalk and curb by Grantee.

26. All Dwellings shall conform to the following building requirements:

A. The minimum floor area requirements for the main structure of each Dwelling (exclusive of basements, open porches, garages, and unfinished areas) erected, placed or structurally altered on any lot shall be:

i. Two Story: Two Thousand (2000) square feet. With the prior approval of Grantor, the minimum floor area of a Dwelling may be One Thousand Eight Hundred and Fifty (1850) square feet in sections of the Subdivision, if such Dwelling's style, design and location are, in Grantor's sole discretion, harmonious with other Dwellings within the Subdivision; however, no more than twelve and one-half (12 1/2%) percent of all Dwellings within the Subdivision may be constructed under this lesser requirement. In the event the ceiling above a portion of the ground floor area extends to a height at least equal to the ceiling height of the second floor, then the square foot area of the first floor so described shall be doubled for the purposes of this provision.

ii. One Story or Ranch: One Thousand Seven Hundred and Fifty (1750) square feet.

iii. One and One-Half Story: A ground floor of One Thousand Two Hundred (1200) square feet and a second floor, finished in its entirety, of Six Hundred (600) square feet.

iv. Split-Level: Two Thousand (2000) square feet.

B. Dwelling types shall be generally defined as pictorially depicted on Exhibit "A- 5" attached hereto and incorporated herein by reference.

C. Thirty-five (35%) percent of the total exterior elevations of all Dwellings within the Subdivision, exclusive of purely classical or colonial style Dwellings, shall consist of masonry or wood.

D. Each Dwelling shall have a basement with an area of no less than Six Hundred (600) square feet and an attached garage of a size reasonably intended to accommodate at least two (2) automobiles.

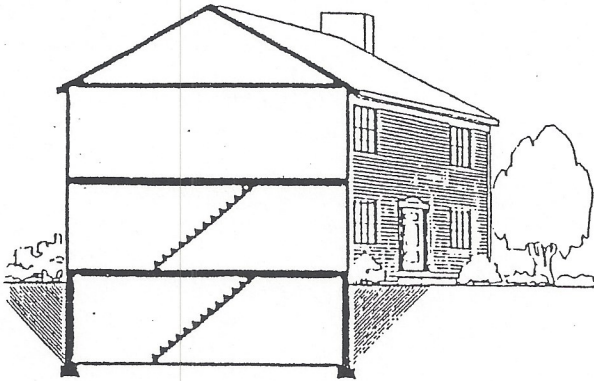
E. Area shall be measured from the exterior building dimension.

F. Definitions set forth in Hilliard City Code Section 150.005, as amended and in effect on April 1, 1987, shall apply to these requirements unless the context of these requirements clearly indicates or requires a different meaning.

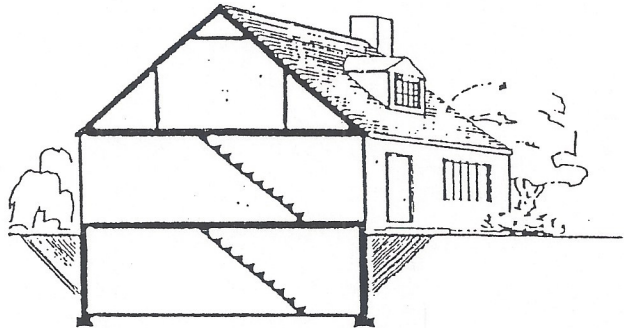
27. These Restrictions shall be construed toward their strict enforcement whenever reasonably necessary to ensure uniformity and harmony of plan, development and use within the Subdivision and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish said purpose. The reasonable construction placed upon them by Grantor in good faith shall be final and binding as to all persons and property benefited or bound hereby. The invalidity of any provision hereof or any part thereof shall not affect the remaining provisions hereof or parts thereof, nor shall any failure by Grantor, however long continued (except in the case of a specific waiver thereof), to object to any breach of or to enforce any provision which is contained herein, be deemed as a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

28. Grantor may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, any breach of these Restrictions.

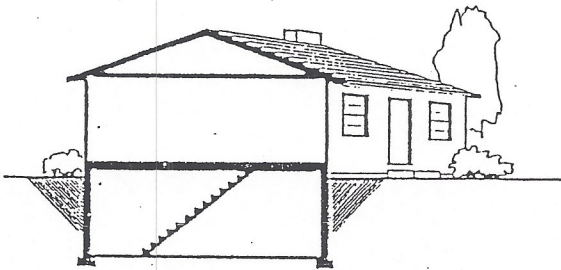
EXHIBIT A - 5"



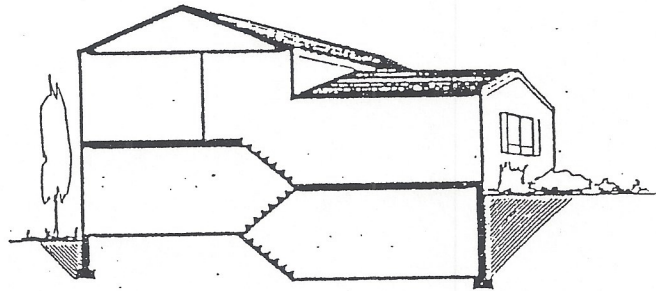
TWO-STORY HOUSE



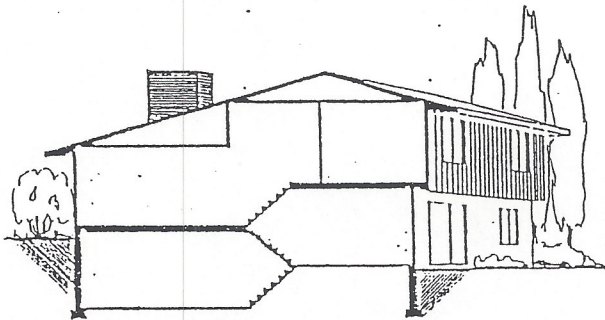
ONE AND ONE HALF-STORY HOUSE



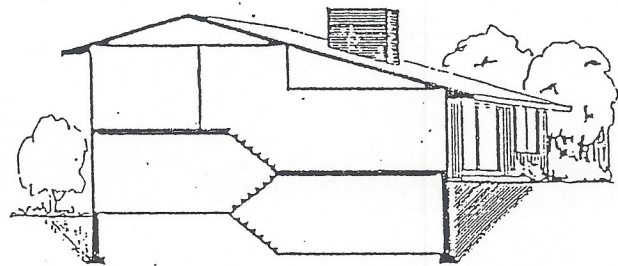
ONE-STORY HOUSE



SPLIT LEVEL - SIDE TO SIDE



SPLIT LEVEL - BACK TO FRONT



SPLIT LEVEL - FRONT TO BACK