

08953H14

FRANKLIN COUNTY, OHIO

Recorded: JAN 26 1987 Time: 4:20 P. M.

JOSEPH W. TESTA, Recorder

SPECIAL WARRANTY ~~DEED~~ Recorder's Fee \$.....

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KNOW ALL MEN BY THESE PRESENTS, that THE BORROR CORPORATION, ^{aka Bousky Industries, Inc.} an Ohio corporation, with offices at 1225 Dublin Road, Columbus, Ohio 43215, the Grantor herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of DAVID S. BORROR, TRUSTEE, the Grantee, whose tax mailing address is 41 South High Street, Columbus, Ohio 43215, does give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Situated in the State of Ohio, County of Franklin, City of Columbus, and being more particularly described as follows:

Being Lot Numbers Four Hundred Sixty-one (461) through Five Hundred Twenty-seven (527), inclusive, of Western Hills, Section No. 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 64, page 15, Recorder's Office, Franklin County, Ohio.

610-203838
THRU
203904
INC

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, which Grantee herein assumes and agrees to as part consideration for this conveyance.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration

TRANSFERRED

JAN 20 1987

CONVEYANCE TAX
EXEMPT

PALMER C. MCNEAL

for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots:

1. Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have at least a one car garage. Notwithstanding the foregoing, lot numbers 486, 487, 488 and 489 shall have not less than a two-car garage.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Grantor herein as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No fence, wall, hedge, or screening panel shall be constructed, erected, planted or permitted to exist nearer to the front line of any lot than the rear line of the house constructed on said lot, provided, however, decorative walls, fences, hedges, and screen panels, not of wire, link, connected pipe or metal construction of any kind, and not more than three feet in height shall be permitted on the minimum building setback line as shown on the recorded plat of said subdivision. A decorative structure or structures constructed at any entrance to the said subdivision shall not be deemed in violation of this covenant.

3. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as a part of a building provided, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

4. Dwelling Size. No dwelling shall be permitted on any lot on which the ground floor area of the main structure, exclusive of one-story open porches and garages, is less than one thousand forty (1,040) square feet for a one-story dwelling; nine hundred (900) square feet of main living area for a split-level or bi-level dwelling (shall not include finished lower level as a part of the main living area for purposes of these subdivision requirements); and a total square footage of not less than one thousand one hundred (1,100) square feet for a two-story dwelling.

5. Nuisances. No obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary Structures. 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.

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. Soil Removal. No soil shall be removed for any commercial purpose.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 and out of view of the general public. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Vehicles Not in Use. No automobile or motor-driven vehicle shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

13. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. Enforcement. Enforcement of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation to enforce compliance or to recover damages. No failure to object to any violation or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or to one occurring prior to or subsequent thereto.

15. Severability. Invalidity of any one of these restrictions by judgment or court order shall in no way affect any other restrictions which shall remain in full force and effect.

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In the event the subdivision in which said lots are located or any portion thereof shall be resubdivided at any time or times, then these restrictions shall apply to each lot in such resubdivision as constituted after such resubdivision, and these restrictions shall not apply in any way with respect to the lots in such resubdivision as such lots were theretofore constituted. These restrictions shall not apply in any way with respect to any areas designated as reserves in said subdivision or any such resubdivision.

IN WITNESS WHEREOF, the Grantor, The Borrer Corporation, has hereunto caused these presents to be subscribed this 26th day of January, 1987.

Signed and acknowledged
in the presence of:

THE BORROR CORPORATION,
an Ohio corporation

Arthur C. Porter

By: David S. Borrer
David S. Borrer
Vice President

Patty G. Crocker

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 26th day of January, 1987, by David S. Borrer, Vice President of the Borrer Corporation, an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public

This instrument prepared by:

David S. Borrer, Attorney
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

PATTY G. CROCKER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES FEBRUARY 26, 1991

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