

Burn Brae

FOR TRANSMISSION
BY REGISTER
CHARLES E. ELIOT
Delaware County Engineer

R. L. Diamond
& E. Come St
C/S-shes

10931

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	NOV. 12. 1965..
19	AT 2:24 CLOCK
RECORDED	NOV. 18,
19	19. 65.
Deed	RECORD.
VOL. 322	PAGE 267.
COUNTY RECORDER	
FEE \$ 4.00	

WARRANTY DEED

① JMW Burn Brae Subd Lots 287 TO 313 Incl ORANGE 95

KNOW ALL MEN BY THESE PRESENTS: That, JAMES H. ROWND, Trustee, 8 East Long Street, Columbus, Ohio, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to him paid by M. V. PACKARD, of the County of Delaware, State of Ohio, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY to said Grantee, her heirs and assigns forever, the following REAL ESTATE, situated in the County of Delaware, State of Ohio and Township of Orange, and bounded and described as follows:

Being Lots Numbered Two Hundred Eighty-seven (287) through Three Hundred Thirteen (313), inclusive, of BURN BRAE SUBDIVISION, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, page 449, Recorder's Office, Delaware County, Ohio.

NO REVENUE STAMPS REQUIRED.

This Deed is made subject to restrictions, reservations, conditions and easements, contained in all former instruments of record affecting the above described premises.

In pursuance of a general plan for the protection and benefit and the mutual advantage of all the lots and parcels in the subdivision hereinabove enumerated, and of the persons who are now or may hereafter become owners of any of the said lots or parts thereof, 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 reservations, restrictions, conditions, easements, rights, uses and provisions hereafter referred to as 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 above described, and the Grantee, for herself and her heirs and assigns, covenants and agrees to keep and perform each of said restrictions as hereinafter set forth.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height, and which shall include a garage, attached or detached from said dwelling, which shall be not more than three nor less than one and one-half car size. Said garage shall be built concurrently with the dwelling. It is intended by this provision to prohibit, among other things, any double, duplex, apartment house, or other multiple dwelling unit on any lot.
2. No dwelling shall be permitted on any lot having a floor area, exclusive of open porches, garages, cellars or other floor areas below grade, of less than:
 - A. If a one-story house - 1350 square feet

see enclosure no. 1 containing...

- B. If a story and one-half, or two stories -- 1550 square feet;
- C. If a split-level house -- 1250 square feet.
3. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, nor closer to any side line than ten (10) feet. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building.
 4. No construction of a permitted structure shall be commenced without the building plans therefor being first submitted to M. V. Packard, or her designated agent, for approval of the same as to type and style of architecture. The purpose of this restriction is to assure a reasonable degree of continuity of style and quality in Burn Brae Subdivision. Approval of plans shall not be unreasonably withheld.
 5. There is hereby granted to all public utilities, operating for the benefit of the various lot owners in Burn Brae Subdivision an easement for the installation and maintenance of such public utilities within the boundaries of an easement granted by JAMES H. ROWND, Trustee, and MURIEL E. ROWND, his wife, to THE COLUMBUS & SOUTHERN OHIO ELECTRIC COMPANY, dated October 27, 1965. Within this easement, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, and any improvements made on any easement by the property owner are made at the risk of the property owner. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
 6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 7. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Nor shall any boat, boat-trailer, canoe, camping trailer, house trailer or other similar equipment be stored or parked, for more than three (3) days, on any lot in said subdivision except in a structure or an enclosed area.
 8. 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.
 9. No soil shall be removed for any commercial purpose.

10. 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.
11. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. 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 lot nearer to the front lot line than the building setback line as shown on the recorded plat, and excepting herefrom plants, trees, bushes, shrubs and other items of landscaping which do not form a fence, wall or continuous barricade or obstruction to sight.
13. The foregoing restrictions and every one of them shall be held and considered as running with the land hereby conveyed and shall be binding on all future owners of any lot hereinabove described and all persons claiming under them until December 31, 1990. Thereafter, these restrictions shall be automatically renewed for successive periods of ten (10) years, provided, however, that said restrictions may be amended at any time, or from time to time, or be repealed in whole or in part by a recorded instrument signed by the then owner or owners of more than one-half (1/2) of the lots herein described.
14. Enforcement of these restrictions may be had 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 had either to restrain violation or to recover damages or both. No failure, however long continued, to object to any violation or to enforce any restriction contained herein shall be deemed a waiver of a right so to do thereafter, as to the same breach or as to one occurring prior or subsequent thereto.

Invalidation of any one of these restrictions in whole or in part by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, her heirs and assigns forever.

And the said JAMES H. ROWND, Trustee, for himself and his successors and assigns, does hereby covenant with the said Grantee, her heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, all of which the Grantee accepts as a part of the consideration for this conveyance; and that he will forever WARRANT and DEFEND the same with the appurtenances, unto the said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever except as aforesaid.

IN WITNESS WHEREOF, the said JAMES H. ROWND, Trustee, and MURIEL E. ROWND, his wife, who hereby releases her right of dower in said premises, have hereunto set their hands, this 28th day of October, 1965.

SIGNED and ACKNOWLEDGED
IN THE PRESENCE OF:

Richard L. Dimond

James H. Rownd
James H. Rownd, Trustee

Ray L. Wood

Muriel E. Rownd
Muriel E. Rownd

STATE OF OHIO
FRANKLIN COUNTY, SS:

BE IT REMEMBERED, That on this 28th day of October, 1965, before me, the subscriber, a Notary Public in and for said County, personally came the above named JAMES H. ROWND, Trustee, and MURIEL E. ROWND, his wife, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year first aforesaid.



Richard L. Dimond
Notary Public - State of Ohio
RICHARD L. DIMOND, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration
date. Sec. 147.03 R. C.

This instrument was prepared by Richard L. Dimond, Attorney at Law,
8 East Long Street, Columbus, Ohio, 43215. 224-5293

TRANSFERRED

DAVID R. THOMAS, AUDITOR
Rose Mary Fassel DEPUTY
Nov 12 1965