

Fox Ridge

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that THE BORROR CORPORATION, an Ohio corporation, with offices at 5501 Frantz Road, P. O. Box 7166, Dublin, Ohio 43017-0766, the Grantor herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, P. O. Box 7166, Dublin, Ohio 43017-0766, 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 Delaware, Township of Orange, and being more particularly described as follows:

Being Lot Numbers One Thousand Five Hundred Thirty-nine (1539) thru One Thousand Six Hundred (1600), inclusive, of FOX RIDGE SUBDIVISION, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 23, pages 148 and 149, Recorder's Office, Delaware County, Ohio.

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 for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the

APPROVED FOR THE DEED BY FRID L. STUBBS Delaware County Engineer

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

George D. ...

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 2-7-79 Transfer Tax Paid None
TRANSFERRED OR TRANSFER NOT NECESSARY
David R. Thomas, Auditor By S. Mach

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 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 bi-level homes shall be permitted in the subdivision, i.e., a home having only two levels without a separate basement level below grade and having an integral garage. There will be no garages with a lower elevation such that the garage would be depressed below the finished grade level of the lot under the subdivision grading plan excluding the driveway.

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 (3) 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; provided, however, if the appropriate governmental authorities shall grant a variance to such setbacks, then the requirements hereof shall be so modified. 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 six hundred (1,600) square feet for a one-story dwelling; one thousand eight hundred (1,800) square feet of main living area for a split-level dwelling (including 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 eight hundred (1,800) 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 six (6) square feet (per side) 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any lot in the subdivision:

- a. satellite dishes;
- b. solar panels;
- c. storage tanks, whether above or below ground (except in conjunction with gas grills);
- d. outdoor clotheslines;
- e. outdoor antenna;
- f. above-ground pools (except hot tubs); and
- g. metal storage buildings.

12. 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.

13. Vehicles Not in Use. No automobile or motor-driven vehicle shall be left upon or in front of a 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 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.

14. Boat, Trailer and Vehicle Parking and Storage. No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or 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 and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the property for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

15. Fences and Walls. Fences or walls are permitted in accordance with the following requirements:

A. Fences or walls shall be constructed of wood or stone only, and in no event shall chain link or other metal or wire fencing be permitted.

B. No fence or wall shall be constructed in excess of 60 inches above finished grade, except that fencing around swimming pools may be of such greater height as to comply with applicable laws or regulations.

16. 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.

17. Grading and Drainage. Without the prior written consent of Grantor, 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 drainage plan of the subdivision or any existing swales, floodways or other drainage configuration.

18. Enforcement. The owner of any lot may enforce these restrictions 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.

19. Severability. Invalidation 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.

20. 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. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

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 has hereunto caused these presents to be subscribed this 3rd day of August, 1990.

Signed and acknowledged
in the presence of:

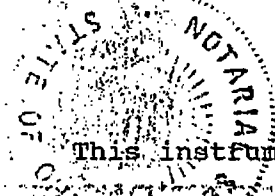
THE BORROR CORPORATION, an
Ohio corporation

Michelle M. Deft
Patly G. Crocker

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me
this 3rd day of August, 1990, by David S. Borrer, Executive
Vice President of The Borrer Corporation, an Ohio corporation,
on behalf of the corporation.



Patty G. Crocker
Notary Public

PATTY G. CROCKER
Notary Public-State of Ohio
My Commission Expires February 26, 1995

This instrument prepared by:
David S. Borrer, Esquire
5501 Frantz Road
P. O. Box 7166
Dublin, Ohio 43017-0766

Chicago title

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	<u>AUG 8 1990</u>
<u>2:44</u> O'CLOCK	<u>P</u> M
RECORDED	<u>Aug 13</u> 19 <u>90</u>
<u>Wes</u>	RECORD.
VOL <u>526</u>	PAGE <u>788</u>
<u>Kay C. Conklin</u> COUNTY RECORDER	
FEE \$ <u>16.00</u>	<u>AC</u>

4677

*Borrer Corp
to*

George, Jerry E tra

*Orange lots 1539 thru 1600 incl
Fox Ridge Subdiv*

DSB/247-2