

Highmeadows #3

I hereby certify that the within named Grantor-Grantee has complied with Section 1777.02 of the Ohio Revised Code.

GENERAL WARRANTY DEED

Dorothy Conant, Recorder Delaware County, Ohio

By Dorothy Conant Deputy

KNOW ALL MEN BY THESE PRESENTS, That Greenco, an Ohio general partnership, of Franklin County, Ohio (hereinafter "Grantor"), for valuable consideration paid grants with general warranty covenants to Randall S. Arndt, Trustee (hereinafter "Grantee"), whose tax mailing address is 41 South High Street, Suite 2600, Columbus, Ohio 43215, the following Real Property:

Situated in the State of Ohio, County of Delaware and Township of Orange and further described as follows:

Lots 758 through 825 (both inclusive) which includes Reserves A through Z (both inclusive) of HIGHMEADOWS VILLAGE SECTION NO. 3, as the same are numbered and recorded in Plat Book 18, Pages 113 and 114, Recorder's Office, Delaware County, Ohio.

Prior Instrument Reference: Deed Book 440, Page 191.

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 Grantee herein subject to and upon the following reservations, restrictions, rights, uses and provisions:

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 the 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 Highmeadows Village Section No. 3 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 thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including a garage.

B. Lot Split: Except as developer may find necessary, 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 or Commercial Activity Barred: No trade 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 Highmeadows Village Section No. 3, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer,

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.

APPROVED FOR TRANSFER FRED L. STULTS Delaware County Engineer

MAIL TO: BENCHMARK 11111 41 South High Street Columbus, OH 43215

Delaware County The Grantor has complied with Section 319.202 of The R.C. Date 2/28/86 Transfer Tax Paid None TRANSFERRED OR TRANSFER NOT NECESSARY David R. Thomas, Auditor By Smash

garage or other structure. Notwithstanding the foregoing, such sales office must be previously approved in writing by Grantor.

D. Plan Approval: For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Highmeadows Village Section No. 3, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the Grantor, 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 walkways and detailing the location of the structure on the lot including setbacks, driveway 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 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 the 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 Highmeadows Village Section No. 3, 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. 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 reason 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.

Within the easement areas designated on the recorded plat of Highmeadows Village Section No. 3, 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 Z, both inclusive, the Reserves shall be kept in their natural state and no top soil, sand, gravel, rock or minerals may be removed therefrom. Further, no buildings or structures shall be erected or maintained thereon. Within Reserves H through N, both inclusive, no fencing of any nature is to be erected and nothing is to be erected or constructed that would interfere with the

functioning of said Reserves as a storm and flood water drainage area. No trees, shrubs or bushes, except those that are diseased or dead, shall be removed. Further, no additional plantings of flowers, shrubs, garden material or installation of any recreational or other facility shall be permitted. 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>Lot</u>	<u>Reserve</u>
758	B
759	C
760	D
761	E
762	F & H
763	G & I
777	J
778	K
779	L
780	M
781	N
790	A
791	O
792	P
793	Q
794	R
795	S
796	T
797	U
798	V
799	W
800	X
801	Y
802	Z

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, steps and open porches 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 entranceways, 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, provided, however, for the purpose of a sales office for the sale of lots and new homes, Grantor may permit a temporary structure during the initial construction sales period.

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. Soils: No soil shall be removed for any commercial purpose.

L. Vehicles Not In Use: No automobile or motor driven vehicle shall be left upon any 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 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 Highmeadows Village Section No. 3 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 automobile, bicycle, moped, motorboat and sailboat 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in Article I, paragraph C.

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 twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

Q. Antennas: Television and radio antennas, whether roof-top or ground mounted, including those of the "dish" type, 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 exiting swales, floodways or other drainage configurations.

S Fencing: Notwithstanding any other provision hereof no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Highmeadows Village Section No. 3.

ARTICLE II

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, 2011, 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 one occurring prior to 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. 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.

ARTICLE III

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 Greenco has hereunto caused these presents to be subscribed by its duly authorized general partner this 14<sup>th</sup> day of March, 1986.

Signed and acknowledged  
in the presence of:

[Signature]  
[Signature]  
[Signature]  
[Signature]

GREENCO,  
An Ohio General Partnership

By: [Signature]  
Irving Schottenstein,  
General Partner  
By: [Signature]  
Melvin L. Schottenstein,  
General Partner

SS.  
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 1986, by Irving Schottenstein, General Partner of Greenco, an Ohio general partnership, for and on behalf of said partnership.

*James R. Winfree*  
Notary Public

James R. Winfree, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 14.03 R.C.

STATE OF OHIO :  
COUNTY OF FRANKLIN : SS.

The foregoing instrument was acknowledged before me this 14 day of March, 1986, by Melvin L. Schottenstein, General Partner of Greenco, an Ohio general partnership, for and on behalf of said partnership.

*James R. Winfree*  
Notary Public

James R. Winfree, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 14.03 R.C.

*Shirley*  
*to*  
*Arndt Randall J. Inc*

42992  
DELAWARE COUNTY, OHIO  
FILED FOR RECORD **MAR 18 1986**  
AT 12:10 O'CLOCK P M  
RECORDED March 24 19 86  
Deed RECORD.  
VOL. 476 PAGE 353

*Novich Conant*  
COUNTY RECORDER  
FEE \$ 18.00 *x*

MAIL  
*Birchman Title Agency*  
*41 S. High St*  
*Col 43215 (5)*

This instrument prepared by: James R. Winfree  
Schottenstein, Zox & Dunn  
A Legal Professional Association  
41 South High Street, Suite 2600  
Columbus, Ohio 43215