RECORDER

01561C15

CONVEYANCE TAX
EXEMPT
ROGER W. TRACY, JR.
FRANKLIN COUNTY AUDITOR

QUIT-CLAIM DEED

THE EDWARDS LAND COMPANY, an Ohio corporation, successor by merger to The Peter H. Edwards Company, Grantor, of 941 Chatham Lane, Columbus, Franklin County, Ohio, 43221, for valuable consideration paid, grants to THOMAS MARKWORTH, TRUSTEE, an unmarried individual, Grantee, whose tax mailing address is 941 Chatham Lane, Columbus, Ohio, 43221, the following REAL PROPERTY:

09326

Situated in the County of Franklin, in the State of Ohio and in the City of Columbus:

Being Lots Numbers Twenty-six (26) through Fifty-five (55), both inclusive, and One Hundred Seventeen (117) through One Hundred Twenty (120), both inclusive, of BROOKSIDE COLONY, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 55, pages 88 and 89, Recorder's Office, Franklin County, Ohio

This conveyance and the rights of the Grantee hereunder are subject to real estate taxes, assessments, if any, easements, conditions, restrictions, reservations and zoning regulations of record, all legal highways, other encumbrances of record, and the following restrictions, covenants and conditions, which shall run with each of the above lots, and which are hereby assumed by the Grantee, on behalf of himself and his heirs, successors and assigns.

1. 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, together with necessary accessory buildings including a private garage for not more than three (3) cars.

2. No excavation, building, or other structure or thing, including a fence, shall be commenced, erected, installed, used or maintained on any lot, nor shall an addition, change or alteration to any structure on any lot be made, until three complete sets of plans and specifications (including location, elevations, slopes, and grades) have been submitted to and approved by the Grantor or its assignee. Plans and specifications submitted to Grantor or its assignee must be approved in writing.

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

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

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

6. 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.

7. No soil shall be removed for any commercial purpose.

FRANKLIN COUNTY, OHIO
FEB 24 1982
Recorded: ..... Time: 1105A M

PALMER C. McNEAL, Recorder

Recorder's Fee $ 6.00

TRANSFER
NOT NECESSARY
FEB 24 1982
ROGER W. TRACY, JR.
AUDITOR
FRANKLIN COUNTY, OHIO

8. 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.

9. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (25) feet from the intersection of the street line or, in 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 ten (10) feet from the intersection of the 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.

10. No automobile or motor-driven vehicle shall be left upon 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.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.

12. Any tank for the storage of fuel placed or maintained on any lot in the subdivision shall be located below the surface of the ground or within the confines of the dwelling. This restriction shall not apply to the installation on any lot or lots of a propane tank system by a public utility or its subsidiary corporation.

13. No utility or pleasure vehicles or equipment, including mowers, tractors and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other pleasure vehicles, shall be stored or parked on any lot except entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose.

14. An easement for installation and maintenance of drainage facilities are reserved on Lots Numbers 42 to 45, both inclusive, as shown on the recorded plat for the subdivision. Within this easement, no owner shall take or permit to be taken any action that might change, obstruct or divert the flow of the watercourse through such channel easement. Each lot owner along the watercourse shall maintain the portion of the watercourse in his property and keep the same free of debris and obstructions of all kinds.

15. 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 (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots is recorded, agreeing to change said covenants in whole or in part.

16. 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 violations or to enforce compliance or to recover damages. No failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior or subsequent thereto.

17. Invalidation of any of these restrictions by judgement or court order shall in no way affect any other restrictions which shall remain in full force and effect.

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.

Executed by THE EDWARDS LAND COMPANY, an Ohio corporation, by its Vice-President, Charles P. Driscoll, this 23rd day of February, 1982.

Signed and acknowledged in the presence of:

Edward M. Lynch
witness

Delores A. Young
witness

THE EDWARDS LAND COMPANY, an Ohio corporation

by: Charles P. Driscoll
Charles P. Driscoll, Vice-Pres.

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 23rd day of February, 1982, before me, the subscriber, a Notary Public in and for said County and State, personally appeared THE EDWARDS LAND COMPANY, an Ohio corporation, by its Vice-President, Charles P. Driscoll, who, being first duly sworn by me, acknowledged the signing of the foregoing deed to be his free and voluntary act and deed for and on behalf of THE EDWARDS LAND COMPANY, the Grantor.

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

Delores A. Young
Notary Public

DELORES A. YOUNG
NOTARY PUBLIC - STATE OF OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES NOV. 12, 1982

This Instrument prepared by:
Thomas Markworth, Attorney
Suite 115
941 Chatham Lane
Columbus, Ohio 43221

Markworth Box