



VOL 3681 PAGE 255

TRANSFER NOT NECESSARY
SEP 22 1978
ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO

TRANSFER TAX EXEMPT
By M DK
ARCH J. WARREN
FRANKLIN COUNTY, AUDITOR

WARRANTY DEED

27129

KNOW ALL MEN BY THESE PRESENTS: That LIVE OAK REALTY CO., a corporation duly incorporated under the laws of the State of Ohio, of the County of Franklin and State of Ohio, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it paid by THOMAS A. GUMP, of the County of Franklin, and State of Ohio, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY to the said THOMAS A. GUMP, his heirs, successors and assigns, forever, the following real estate, situated in the County of Franklin, in the State of Ohio and in the City of Columbus, and bounded and described as follows:

Being Lots No. Three Hundred Seventy-One (371) through Three Hundred Ninety-Six (396) inclusive of Olentangy Highlands No. 6 Sub-division to the City of Columbus, as the said lots are numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 53, Page 93, Recorder's Office, Franklin County, Ohio.

Last Transfer: Deed Record Volume 3627, Page 813.

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

This Deed is executed and delivered by the Grantor and accepted by the Grantee herein subject to the following reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights, uses and provisions:

ARTICLE I.

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, all and any of the owners of any of the land described above, and the Grantee, for himself, his heirs, successors and assigns, covenants and agrees to keep and perform each of said restrictions and to hold the said real estate above described and each lot therein upon the following terms and subject to the following reservations, 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:

(a) Said premises shall be used for private residential purposes only. No noxious or offensive trade or 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.

SEP 22 1978 1:10 P
Received..... 19..... At..... O'Clock..... M
Recorded SEP 26 1978..... 19..... In Franklin County
JAMES A. SCHAEFER, Recorder
Recorder's Fee \$ 7.00

This restriction shall include, but not be limited to, a place of public entertainment, boarding house or hotel, tavern, tourist home, dance hall, barber or beauty shop, business or service shop or store of any kind, or the manufacture or sale of spiritous, vinous or fermented liquors.

(b) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, and no structure of a temporary character, detached from the residence, shall be used for storage purposes.

(c) 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 purposes.

(d) No sign of any kind shall be displayed to the public view on any lot except that one professional sign of not more than one (1) square foot may be attached to the front of a residence, and one sign of not more than three (3) 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 may be displayed on the property.

(e) No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on the premises unless the same are in a garage or other vehicle enclosure and out of view.

(f) 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 materials shall be kept in a clean and sanitary condition.

(g) No portion of the within described premises, 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 in said premises nearer to any street now existing, or any hereafter created, than the front building lines of the actual building, excepting ornamental railings, walls 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 said premises for walks, drives, the planting of trees or shrubbery, the growing of flowers or similar ornamentations for the purpose of beautifying said premises, but no vegetables or grains of the ordinary garden or field variety shall be grown thereon; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

(h) These reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights, uses and provisions shall bind the Grantee, his heirs and assigns, and shall be considered covenants running with the land until the first day of January, 1998, 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 then owners of the lots has been recorded, agreeing to change aforesaid covenants in whole or in part.

ARTICLE II.

No excavations shall be made and no building shall be erected, nor shall any materials be stored upon said premises until two sets of the complete building plans and specifications for the building or buildings intended to be erected thereon, showing the locations of said buildings on the premises and the elevation and slope and grade thereof, shall have been submitted in writing to LIVE OAK REALTY CO., or its successors or assigns by the Grantee, his heirs, successors or assigns, and the plans and specifications shall have been approved in writing by the said LIVE OAK REALTY CO., which approval shall not be unreasonably withheld or delayed. Upon approval thereof, the said LIVE OAK REALTY CO. shall return one copy thereof to the Grantee, together with a certificate of approval thereof. If the said LIVE OAK REALTY CO. fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, such plans and specifications as have been submitted in accordance with the terms hereof, shall be deemed to have been approved and the requirements herein fulfilled. If the said LIVE OAK REALTY CO. ceases to exist as a corporation, the approval of plans shall not be necessary and the provisions of this paragraph shall be inoperative. All construction work commenced on said premises shall be completed within a reasonable time after the start of the construction in accordance with the plans and specifications approved by said LIVE OAK REALTY CO. LIVE OAK REALTY CO. shall have the right to inspect all such construction work at all reasonable times to insure the compliance with the plans and specifications submitted to it.

ARTICLE III.

No nuisance of any character shall be committed, suffered or maintained on said premises, or any part thereof. All lots or parts thereof, on which residences are constructed, shall be graded and landscaped promptly upon completion of such residences, and shall thereafter be maintained neatly and in accordance with the descriptions, plans and specifications thereof. Upon notice of LIVE OAK REALTY CO., the owner of any lot or part thereof shall forthwith abate any nuisance and/or put such lot or part thereof in good order and in accordance with such plans, description and specifications and upon failure to do so, said LIVE OAK REALTY CO. may summarily abate such nuisance, restore such premises to good order without let or hindrance of the owner, and the cost thereof shall be a lien on such premises until paid, but subject to any first mortgage on said premises, and said LIVE OAK REALTY CO. shall not be liable for any damage at law or in equity.

ARTICLE IV.

The foregoing provisions, requirements, terms, conditions, restrictions, agreements, covenants, obligations and charges, and each and every one of them, shall be held and considered as running with the land hereby conveyed, and with each and every part thereof, except as hereinbefore provided, and shall be construed toward their strict enforcement, whenever reasonably necessary to insure uniformity and harmony of plan, development and use of said subdivision, and if necessary they shall be so extended and enlarged by reasonable implication as to make them fully effective to accomplish such purposes.

