

APR 1 1997

QUIT CLAIM DEED

RICHARD B. METCALF, RECORDER

RECORDER'S FEE \$ 22.80

048745

KNOW ALL MEN BY THESE PRESENTS, that Donna L. Hutcheson, Trustee, of the City of Reynoldsburg, County of Franklin and State of Ohio, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION to her paid by SLATE RIDGE DEVELOPMENT COMPANY, LTD, an Ohio Limited Partnership, of the City of Reynoldsburg, County of Franklin and State of Ohio, Grantee, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell and convey to the said Grantee, SLATE RIDGE DEVELOPMENT COMPANY, LTD., its successors, heirs and assigns forever, the following described real estate situated in the State of Ohio, County of Franklin and in the City of Reynoldsburg and bounded and described as follows:

Being Lot Numbers One Hundred Fifty (150) thru One Hundred Sixty-two (162), both inclusive in SLATE RIDGE SECTION 6 as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 85, Page 61 Recorder's Office, Franklin County, Ohio.

Transfer: 060-8253 thru 8265

This conveyance is subject to (1) the lien of any installments of real estate taxes and assessments, if any, not due and payable as of the date hereof and (2) legal highways, mortgages, restrictions, easements, conditions and reservations of record.

1. Except as hereinafter provided in Item 2, 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 twenty-five (25) years from and after the date hereof, afterwhich 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 under said restrictions have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any persons or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

4. None of the lots herein conveyed and made subject to these restrictive covenants may be used except for residential purposes. No building shall be erected, place or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two and one-half (2 1/2) stories in height with an attached garage of not less than 360 square feet. No detached outbuilding, garage or above-ground swimming pool may be constructed on any premises herein described.

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5. 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 "Architectural Control Committee" 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. Architectural Control Committee shall be appointed by the Grantee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the related covenants shall be deemed to have been fully complied with.

6. No satellite dish antennas over the size of Twenty (20) inches in diameter, short wave antennas or "ham" radio antennas shall be permitted.

7. The ground floor or the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of fourteen hundred (1400) square feet for a one-story house. The ground floor area of any one and one half (1 1/2) story house, exclusive of open porches or garages, shall have a minimum livable floor area of fourteen hundred (1400) square feet. Any two (2) story house exclusive of open porched or garages, shall have a minimum livable floor area of eighteen hundred (1800) square feet. Any split-level house, exclusive of open porches or garages, shall have a minimum livable floor area of seventeen hundred (1700) square feet on the total floor area excluding 4th level basement area. The upper level floor area of any bi-level house, exclusive of open porches and garages shall have a minimum livable floor area of twelve hundred (1200) square feet.

8. No lot shall hereafter be subdivided into additional lots.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

10. No noxious or offensive activity shall be carried on or upon any lot, not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack or garage shall be used on any lot at anytime as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

12. No owner, part owner, member of family or agent or employee of owner or part owner of any lot in this subdivision shall park any vehicle, except a passanger vehicle, on any street or lot in said subdivision for a period of more than seventy-two (72) hours where said vehicle is in view or can be seen from any street or other lot in this subdivision.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, except a sign used by a builder to advertise the property during the construction and sales period.

14. No animals or livestock 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 commercial purpose.

15. No lot shall be used or maintained as a dumping ground for rubbish. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

16. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authority having jurisdiction. Approval of such system as installed shall be obtained from such authority.

17. No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months.

18. Each house is to have a driveway with either asphalt, concrete or brick paved surface.

19. No fence shall be permitted except fencing for a permanent inground pool. The style, material and location of this fence must be approved by the Architectural Control Committee. Said fence shall be a height described by law. No chain link fence is permitted.

20. No commercial vehicles, vans, camper or vacation vehicles, boats, construction, or like equipment, or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision.

21. No surface water, storm drains, roof drains or any source other than sanitary facilities of the dwelling erected on any lot herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision.

22. Every residence unit erected on a lot in this subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway or the rear of the lot.

23. No sanitary facilities, waste water facilities, such as wash tubs or water softeners, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

24. The owner and all subsequent owners of this lot and all lots in the above-described subdivision agree that all improvements of said lot and all lots in this subdivision and all lots overgrading will conform to the master grading plan and it is the responsibility of the owner and all subsequent owners to obtain a copy of the master grading plan from the Grantee and/or the Grantee's engineer. In the event that the owner and/or any subsequent owner does not conform with this requirement, the Grantee can require and force the owner to regrade and/or adjust the site elevations of any improvements; and that it will forever warrant and defend the same with the appurtenances unto the said Donley, Inc., its successors, heirs and assigns, against the lawful claims of all persons whomsoever, except as noted above.

IN WITNESS WHEREOF, the said Grantor, Donna L. Hutcheson, Trustee, has hereunto set her hand this day of March, 1997.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Patricia M. Porterfield
Witness

Donna L. Hutcheson
By: Donna L. Hutcheson

Kristin N. Meeks
Witness
Kristin N. Meeks

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on the day of March, 1997 before me, the subscriber, a Notary Public, in and for said State, personally came the above-named Donna L. Hutcheson, the Grantor in the foregoing deed, and acknowledged the signing of same to be her 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 last aforesaid.

Patricia M. Porterfield
Notary Public

This instrument was prepared by:
James Scott Stevenson, Attorney at Law



PATRICIA M. PORTERFIELD
NOTARY PUBLIC, State of Ohio
My Commission Expires 06/01/01