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RECORDED FRANKLIN CO., OHIO

JUL 18 1990

OF RESTRICTIONS AND COVENANTS

THE WOODS AT BLENDON ESTATES NO. 1

JOSPH W. TESSA, RECORDER

RECORDED'S FILE

22-00

This Declaration of Restrictions is made as of July 17, 1990, by FRANKLIN COMMUNITIES COMPANY, an Ohio general partnership (hereinafter called "Declarant"), the owner of Lots 1 through 86 and 89 through 115, inclusive, being lots in The Woods at Blendon Estates No. 1, a subdivision in the City of Columbus, Franklin County, Ohio, designated on a plat of such subdivision recorded in Plat Book 72, at page 18 of the Franklin County, Ohio Plat Records (the "Subdivision").

WHEREAS, it is desired to develop the Subdivision as an attractive and pleasant subdivision for the benefit of each of the future owners of lots therein.

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NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the Subdivision and to afford purchasers protection in the use and occupancy thereof for the purpose for which the same are designated and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of the Subdivision as a harmonious, artistic and desirable subdivision, the Declarant, for itself, and its respective successors and assigns, hereby stipulates and declares that each lot in the Subdivision (collectively the "Lots", individually a "Lot") hereby are and shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth:

1. No building shall exceed thirty-five (35) feet in height, nor more than two (2) stories.

Each dwelling hereafter erected or structurally altered shall have a finished living area, exclusive of porches and garages, of not less than (i) 1,400 square feet finished for a one-story or ranch type dwelling; (ii) 1,400 square feet finished on the upper levels for a split-level dwelling; (iii) 1,600 square feet finished ground floor area for a one and one-half story dwelling; and (iv) 1,600 square feet finished for a two-story dwelling. All dwellings and accessory buildings shall cover not more than thirty percent (30%) of any Lot.

Each Lot shall have a front, rear and two side yards of not less than the following depths, widths or areas:

CONVEYANCE TAX	(a)
EXEMPT	
M	PM
PALMER C. McNEAL	(b)
FRANKLIN COUNTY AUDITOR	
TRANSFERRED	
NOT NECESSARY	
JUL 18 1990	
PALMER C. McNEAL	
AUDITOR	
FRANKLIN COUNTY, OHIO	

The front yard setback line shall be equal to or greater than that shown on the recorded plat of the Subdivision.

Depth of the rear yard measured from the rear property line shall be such that not less than twenty-five percent (25%) of the total area of the Lot is included within the rear yard.

- (c) Each side yard width shall be not less than five (5) feet.

Each residence shall have attached garage facilities to accommodate a minimum of two (2) automobiles, which structure shall be located on the same Lot as the dwelling. The driveway from the street to the garage shall have a width which is a minimum of sixteen (16) feet.

2. No above-ground swimming pool shall be located on any Lot.

3. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure, shall be erected, placed or maintained on any Lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any Lot nearer to any side lot line or rear lot line than shall be required by the appropriate zoning and building requirements of the City of Columbus.

4. No portion of any residential Lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various business activities, or construction and maintenance of buildings, if any, of Owner, its agents, successors and assigns, during the construction and sale period; provided, further, the foregoing shall not apply to any dwelling used for business purposes so long as (i) no signs are erected or maintained in connection with the business purpose, (ii) no employees are employed on the Lot to perform any function in connection with the business purpose, except for immediate family members of the Lot Owner, and (iii) no traffic to or from any Lot is generated as a result of the business purpose. In addition, no noxious, offensive, or unreasonably disturbing activity shall be conducted upon any Lot or in any part of the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said Subdivision. As used herein, "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

5. No trailer, basement, tent, shack, garage, barn, house, car or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed and an occupancy permit or similar document has been issued by the City of Columbus.

6. No trailers, trucks, boats, buses, vans, recreational vehicles or anything other than operative automobiles, motorcycles, or scooters shall be parked or stored upon any Lot for any length of time or parked or stored upon streets for more than forty-eight (48) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage. The word "trailer" shall include trailer coach, house trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any four-wheel truck which is used as an automobile vehicle by an Owner of a Lot and the Owner's family. Notwithstanding the foregoing, however, vehicles being used for the purpose of construction, delivery or repair work upon any Lot or residence may be permitted to park on or in front of such Lot.

In addition to any other remedies which may be available, if any Lot or Lot Owner is at any time not in compliance with the above restrictions and continues to be not in compliance thirty (30) days after written notice of such non-compliance, the Declarant may, at its option, but shall not be obligated to, cause the non-complying situation to be corrected, and the cost thereof, together with interest, costs, and reasonable attorneys' fees, shall be the personal obligation of that Lot Owner, shall be assessed against that Lot and, shall be a charge on the land and a continuing lien upon such Lot.

7. No clotheslines shall be located on any Lot except for a removable folding umbrella type.

8. No portion of any residential Lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, boats, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period improvements are being erected upon any such Lot, building materials to be used in the construction of such improvements may be stored thereon; provided, however, any building materials not incorporated in such improvements within ninety (90) days after its delivery to such Lot shall be removed therefrom. All improvements must be completed by a Lot Owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel, other than incidental to construction of approved improvements, shall be removed from such Lots.

9. No portion of any Lot nearer to any street than the building setback line shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be

construed to prevent the use of such portion of any Lot for walks, drives, trees or shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge or wall, for the purpose of beautifying such Lot, but this covenant shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

10. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of any Lot. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

11. No television antennas shall be attached to the exterior of any residence on any Lot. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, satellite dish antenna larger than thirty-six (36) inches in diameter or any similar device shall be erected, placed or maintained on any Lot in the Subdivision so long as cable television service is available to the Lots in the Subdivision.

12. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire Subdivision or for use with outdoor barbecue grills may be located above ground.

13. 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, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

14. No sign or billboard of any kind shall be erected or maintained on any Lot, except (i) signs used by Declarant, its successors and assigns, to advertise Lots and residences for sale during the construction and initial sales period; and (ii) signs used by a Lot Owner or his/her real estate agent to advertise his/her residences for sale, which signs must be of a size and appearance that is customary for signs of this purpose in the community.

15. No Lot Owner shall impair any easement without first obtaining the written consent of the Lot Owner or Owners for whose benefit such easement exists.

16. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or within an enclosed area attached to the dwelling which effectively shields the same from view. However, rubbish, debris, combustible and non-combustible, and garbage may

be stored in outside containers with lids, on the day which such rubbish, debris and garbage is to be collected by the appropriate Sanitation Department.

17. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot, nor shall any Lot be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining Lots.

18. The construction of the sanitary sewer system in the Subdivision has been or will be finally inspected and approved by the City of Columbus but will remain a private sanitary sewer system for a period of ten (10) years after such inspection and approval or until sooner dedicated to and accepted by the said City. In the event that the City of Columbus, or other governmental authority having jurisdiction, requires that any alteration or repair work to the said sewer system be performed as a condition to such dedication and acceptance, or otherwise, each Lot Owner shall be responsible for the cost of making such alteration or repair work to that portion of the said sewer system located within the boundaries of the Lot owned by such Lot Owner. Each such Lot Owner shall promptly upon receipt of notice of the requirement of such work cause such work to be performed at such Lot Owner's sole cost to the satisfaction of the inspecting public authority. Failure of such Lot Owner to do so within thirty (30) days following receipt of such notice shall be deemed to be an authorization from such Lot Owner to Declarant, its successors and assigns, to cause such work to be performed at such Lot Owner's cost. Such Lot Owner shall promptly after receipt of notice of such cost reimburse Declarant, or its successor or assign, for the cost of performing such work. Failure of any such Lot Owner to make such reimbursement within thirty (30) days following receipt of such notice shall result in a lien on such Lot for the full amount of such unreimbursed cost, together with interest to accrue thereon until fully paid at a rate per annum equal to the prime rate of interest from time to time charged by Bank One Columbus, N.A., Columbus, Ohio, plus four percent (4%) per annum.

19. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other Lot Owner may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him, her or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation. Any action brought by any Lot Owner or Owners to enforce these restrictions shall be brought at the sole expense of the Owner or Owners bringing such action.

20. All transfers and conveyances of each and every Lot of the Subdivision shall be made subject to these covenants and restrictions, as the same may be amended from time to time.

21. The Declarant, so long as it shall be the Owner of any Lot, shall have the right to amend any restrictions and conditions contained herein which it believes to be in conflict with any federal, state and/or local regulation including without limitation any regulation of the FHA, VA, or HUD, in order to comply with such regulation.

The Declarant, so long as it shall be the Owner of any Lot, shall also have the right to provide for additional restrictions or to amend any existing restrictions or conditions as are necessary in order to achieve and preserve a harmonious, artistic and desirable subdivision, provided that all such additions and amendments shall have been consented to by the Owners of each Lot not owned by Declarant and by each person having entered into a valid and enforceable contract with Declarant to purchase a Lot at the time the written document evidencing such addition or amendment is filed for record as hereinafter provided. Any amendment of or addition to these regulations under this Paragraph 21 shall be effective as of the time of recording of a written document evidencing such amendment or addition with the Franklin County Recorder's Office.

22. These covenants and restrictions shall be deemed to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in the Subdivision and their heirs, executors, administrators, successors and assigns until December 31, 2019, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years each unless an appropriate instrument in writing and consenting to their termination in whole or in part shall be filed for record, executed and acknowledged by the Owners of not less than a majority of the Lots.

23. Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants, and conditions set out in this instrument and none of such provisions shall in any manner affect or be operative in respect of any other lands of the Declarant or its successors and assigns.

24. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Declarant, may be assigned or transferred to any one or more persons, corporations, associations, or other entities which will agree to assume such rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the

purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by such assignor or transferor. Whenever in this instrument reference is made to the Declarant, such reference shall be deemed to include the successors and assigns of the Declarant.

25. It is expressly agreed that if any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect the remainder of such covenant, condition or restriction or any other covenant, condition or restriction.

The Declarant has caused this instrument to be executed by its duly authorized representative in Franklin County, Ohio on _____, 1990.

Signed and Acknowledged
in the Presence of:

FRANKLIN COMMUNITIES COMPANY,
an Ohio general partnership

By: FCC Realty, Inc.

David L. Ritchie
Ruth Wiskiff

By: William H. Cook
William H. Cook
Vice President

By: Michael A. Dehlendorf &
Company

David L. Ritchie
Ruth Wiskiff

By: Michael A. Dehlendorf
Michael A. Dehlendorf
President