

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Hooverview Company, an Ohio joint venture, of Franklin County, Ohio, for valuable consideration paid, grants to Jeffrey A. Auker, Trustee, whose tax mailing address is 1601 Schrock Road, Suite D, Columbus, Ohio, 43229, the following real property, situated in the State of Ohio, in the County of Delaware and in the City of Westerville:

Being Lots One (1) through Forty-Two (42), inclusive, of THE LANDINGS AT HOOVER, PHASE 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 23, pages 14 - 15, Recorder's Office, Delaware County, Ohio.

The conveyance of this real estate is subject to the following:

1. All covenants, restrictions, conditions, reservations, reverters, legal highways, zoning ordinances and easements, if any, of record.
2. Real estate taxes and assessments now a lien, which Grantee assumes and agrees to pay.

This conveyance of this real estate is further subject to the following:

ARTICLE I

Since the trees located throughout the subdivision intrinsically enhance all the lots in the subdivision, and are enjoyed aesthetically by all the residents of the subdivision, whether or not such trees are located on that resident's particular lot, no trees larger than six (6) inches in diameter, as determined at the time of any anticipated removal of such trees, shall be removed from any lot without the prior written approval of Hooverview Company or its successor or assign. If such tree is dead or diseased beyond treatment, the owner of said lot shall obtain a written determination by someone expert on such matters that such tree is dead or diseased beyond treatment, and shall submit such written determination to Hooverview Company, for approval of such tree removal, which approval shall not be unreasonably withheld. The cost of such written determination and all cost of removal of said tree shall be borne by the owner. If the owner does remove such tree(s) without prior approval or expert opinions, the owner shall be liable in damages for replacement of such tree(s) in the same size and condition as the removed tree(s) and the owner shall permit Hooverview Company, to cause such tree(s) to be replaced in the same general location on the owner's lot. Hooverview Company retains the right to release all lots from the operation of this restriction on or before December 31, 1999. Hooverview Company shall have the right to assign its rights and obligations under this Article I without consent of any owner of any lot in the subdivision. Enforcement of this article rests exclusively with Hooverview Company or its successors or assigns.

ARTICLE II

In pursuance of a general plan for the protection and benefit and the mutual advantage of all of the property in The Landings at Hoover, Phase 1, and all persons who may now or hereafter become owners of any part of the subdivision, and as a part of the consideration for this conveyance Grantor executes and delivers this deed of conveyance and the grantee accepts the same subject to all and each of the following reservations, 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 the land above described,

APPROVED
FOR TRANSFER
FRED L. STUTTS
Delaware County Engineer

To be completed at
Recorder's Office of Del. Co.
Plat 23, Page 14-15
REGISTERED ON INDEXED MAP
David L. Thomas, Auditor by [Signature]

and the Grantee for itself, its successors and assigns, covenants and agrees to keep and perform each of said restrictions and to hold the said real estate above the described and each lot therein upon the following terms and subject to the following reservations, restrictions, easements, conditions, 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 activity shall be conducted on any lot except those activities deemed to be customary home occupations as defined by the then existing Zoning Regulations of the City of Westerville.
- (b) Any fuel storage container or facility shall be camouflaged in such a manner as to conceal it from view from the street or abutting lots.
- (c) 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.
- (d) 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.
- (e) No sign of any kind shall be displayed to the public view on any lot except one professional sign which conforms to the then existing Zoning Code for the City of Westerville, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to identify the property during the construction and sales period.
- (f) No trucks, commercial vehicles, boats, campers, or trailers, or similar type vehicles shall be parked or stored on the premises unless the same are in a garage or other vehicle enclosure and out of view.
- (g) 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.
- (h) Above ground swimming pools shall be prohibited on the subject property.
- (i) Antenna disc for the receiving of satellite and other electronic signals shall be prohibited on the subject property.
- (j) Clothes lines or other similar exterior hanging devices shall be prohibited on the subject property.
- (k) No present or future owners of all or any part of the said land shall occupy any garage, or any unfinished building or dwelling house, either for temporary or permanent residence, and no garage shall be erected on said land, or any part thereof, except contemporaneously with or subsequent to the erection of the dwelling house build on the premises.
- (l) No portion of the within described premises, nearer to any street than the building setback lines, shall be used for any purpose other than that of a lawn; nor shall any fence or wall of any kind, for any purposes, be erected, placed or suffered to remain on said premises nearer to any street now existing, or any hereafter created, than the front building lines of the actual

building, except ornamental railings, walls, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. All perimeter or yard fencing of any size or nature shall be constructed of wood, and shall not be of a greater height than six (6) feet. Wire fencing shall be allowed only on the interior side of a new or existing wooden fence. Nothing herein contained, however, shall be construed as preventing the use of such portion of the premises for walks, drives, planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entrances, fountains or similar ornamentations for the purpose of beautifying said premises.

- (m) These reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights and uses and provisions shall bind the Grantee, his heirs, administrators, successors and assigns, and shall be considered covenants running with the land until the first day of January, 2020, 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 said covenants in whole or in part.

ARTICLE III

Each lot shall not be used for any other purpose than that of a dwelling place for a single private family and for purposes necessarily incidental thereto. No excavation shall be made and no building shall be erected, nor shall any materials be stored upon said premises until complete building plans and specifications for the building or buildings intended to be erected thereon, showing the landscaping and the elevation and slope and grade thereof, shall have been submitted in writing to the Hooverview Company, its successors or assigns or its delegate, by the Grantee, its successors or assigns, and the plans and specifications shall have been approved in writing by Hooverview Company, such approval shall not be unreasonably withheld or delayed. By way of illustration, and not of limitation, the plans and specifications for any residence to be erected in The Landings at Hoover, Phase 1, shall provide for a minimum of three bedrooms and shall further provide for minimum square footage in accordance with the following schedule: (i) ranch or one floor home, 1,800 square feet; (ii) two-story home, 2,300 square feet with a minimum of 1,200 square feet on the first floor; (iii) one and one-half story home, 1,300 square feet on the first floor, and the second story must be finished; and (iv) split level home, 2,000 square feet of finished living area. All homes will have a mail box pursuant to the specifications provided by Hooverview Company and shall consist of either brick, stone, or cedar materials.

Upon approval of the plans and specifications, no change or addition to the plans, specifications, building grade, use or other matter or thing, shall be done without the express written waiver of Hooverview Company, nor shall any waiver of any terms, regulations, restrictions, charge or covenant, be a waiver of any other terms, regulations, restrictions, charge or covenant. If any approval, or any waiver is limited as to duration, then any terms, conditions, regulations, restrictions, charges, and covenants which are therein waived or suspended, shall be deemed to be suspended only for such period as is set forth in such approval or waiver, and shall thereafter apply with full force and effect. If Hooverview Company, 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 Hooverview Company, ceases to exist, and unless Hooverview Company, has assigned its rights herein, the approval of plans and specifications shall not be necessary and the

provision of this Article shall inoperative. All construction work commenced on said premises shall be completed within a reasonable time after the start of construction, in accordance with the plans and specifications approved by Hooverview Company, or its delegate, and Hooverview Company, or its delegate, shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with the plans and specifications submitted to it.

ARTICLE IV

No nuisance of any character shall be committed, suffered, or maintained on said premises, or any part thereof. All lots or parts thereof 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 from Hooverview Company, 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, Hooverview Company, may summarily abate such nuisance, restore such premises to good order, and the cost thereof shall be a lien on the subject premises until paid, but subject to any first mortgage on said premises until paid, but subject to any first mortgage on said premises, and Hooverview Company, shall not be liable for any damages at law or in equity

ARTICLE V

The foregoing provisions, requirements, terms, conditions, restrictions, agreements, covenant, 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 ensure 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. The reasonable construction placed upon them by Hooverview Company, its successors or assigns or its delegate, in good faith shall be final and binding as to all persons and property benefited or bound thereby. The invalidity of of any provisions, requirement, term, condition, restriction, agreement, covenant, obligation or charge or any part thereof, shall affect those remaining or the parts thereof. Any failure by Hooverview Company, its successors or assigns, or its delegate, however long continued (except in the case of a specific waiver thereof), to object to any breach of or to enforce any provision whatever which are contained herein shall not be deemed a waiver of a right so to do thereafter, as to the same breach, or as to one occurring prior to or subsequent thereto.

ARTICLE VI

Grantee, its successors and assigns, shall not convey or otherwise alienate the premises, or any part thereof, or interest therein, unless such instrument of conveyance or alienation shall expressly provide that the persons receiving same shall accept and be bound by the terms and obligations herein expressed.

Prior Instrument Reference: Deed Volume 501, page 001, Delaware County Records.

.B[F 0515 PAGE 573

IN WITNESS WHEREOF, the said Hooverview Company, an Ohio joint venture, by Romanelli and Hughes Building Company, its managing partner, by David R. Hughes, President, as Grantor, has executed this Warranty Deed this 28th day of July, 1989.

Norma P. Ornduff
Karina S. Hull
 (Witnesses)

Hooverview Company, an Ohio joint venture, by Romanelli and Hughes Building Company, managing partner

David R. Hughes
 By: David R. Hughes,
 I hereby certify that the within named Grantor-Grantee has complied with Section 1777.02 of the Ohio Revised Code.
 Kay E. Conklin, Recorder
 Delaware County, Ohio
 By *[Signature]* Deputy

STATE OF OHIO
 COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 28th day of July, 1989, before me, the subscriber, a Notary Public in and for said county and state, personally came the above named Hooverview Company, an Ohio joint venture, by Romanelli and Hughes Building, its managing partner, by David R. Hughes, President, as Grantor in the foregoing Deed, who acknowledged to me that he signed the foregoing instrument, and that the signing thereof was his free act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of my office on the day and year last above written.



Karina S. Hull (wof)
 Notary Public

KARINA S. HULL
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES JULY 27, 1991

This Instrument Prepared By:

Steller, Magnuson & Barone
 Attorneys at Law
 1001 Eastwind Drive, #402
 Westerville, Ohio 43081

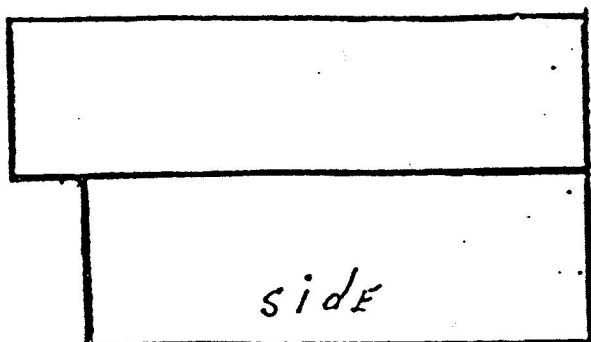
Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

Chicago file

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	AUG 2 1989
1:47	P M
RECORDED	Aug 10 1989
Vol. 515	PAGE 570
Kay E. Conklin	
COUNTY RECORDER	
FEE \$ 16.00	AC

90848

Hooverview Co. Inc.
to
Andrew J. Hughes
Westerville, Ohio 43081
The Landings at ...



Polished Brass Numbers

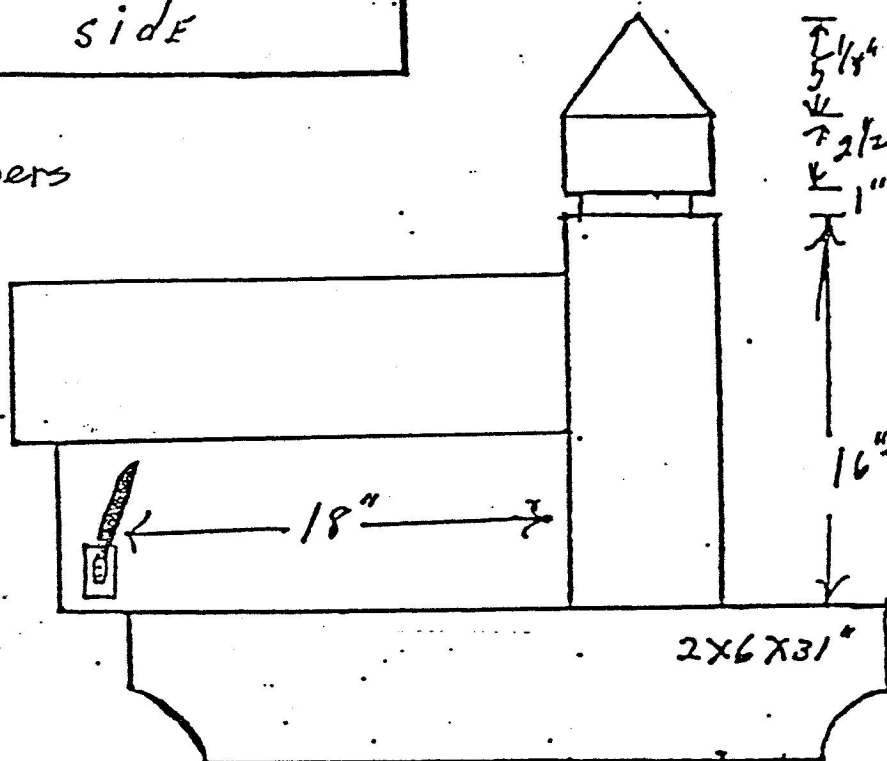
K-①-7 1/4 x 12"

E-①-7 1/4 x 17"

S-②-8 x 19 3/4 CoT 45%

F-①-8 x 21 1/2

F-①-7 1/4 x 21 1/2



Duffy Style
6x6 set

Cedar Craft Products, Inc.

776 Reynoldsburg - New Albany Rd.

P.O. Box 9

Blacklick, OH 43004

Sales @ cedar-craft.com

-(614) 759-1418

CAN BE ORDERED FROM CEDARCRAFT PRODUCTS

837-9491

6x6

30"

24"

Cedar Craft Products Inc.

776 Reynoldsburg - New Albany Rd.