

## Deed Restrictions

### QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS That W.K. Dublin investment Co. , an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215 Grantor, in consideration of the sum of One Dollar(\$1.00), and other good and valuable consideration to it paid by LUR Holding Corp., and Ohio Corporation, having its principal place of business at Suite 201, 250 East Broad Street, Columbus, Ohio 43215, Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quit-claim to the said Grantee, LUR Holding Corp., its successors and assigns forever, the following real estate:

Situated in the State of Ohio, County of Franklin, and Village of Dublin and bounded and described as follows:

Being Lots Number One(1) and Four \$) through Ninety-nine (99), inclusive, of HEMINGWAY VILLAGE SECTION I, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 53, page 12, Recorder's Office, Franklin County, Ohio.

Last Transfer: Deed Book 3599, page 504

1. In pursuance of a general plan for the protection, benefit and mutual advantage of all the lots in the aforementioned subdivision, and of the persons who are now or may hereafter become owners of any of the said lots or parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this Deed and the Grantee accepts the same subject to all and each of the following reservations, restrictions, conditions, easements rights 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 present and future owners of any of said aforementioned lots; and the Grantee, for itself and its successors and assigns, covenants and agrees to keep and perform each of the restrictions as hereafter set forth.
2. These restrictions shall run with the land hereby conveyed and shall be binding upon the Grantee, its successors and assigns for a period of Forty (40) years from the date hereof and shall be automatically extended for successive periods of Ten (10) years each unless and until an instrument signed by at least the majority of the then owners of lots in the aforementioned subdivision has been recorded, which instrument shall provide for a change in said restrictions either in whole or in part.

3. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type style or architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plan, including the landscape plan, specifications and details of said dwelling shall have been submitted in writing to Grantor or its successors or assigns and until such plans and specifications shall have been approved in writing by the Grantor, which approval shall not be unreasonably withheld or delayed. If the said Grantor fails to approve or disapprove such plans and specifications within Thirty (30) days after the subdivision thereof in writing to Grantor, such plans and specifications as have been submitted in accordance to Grantor, such land and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved by the Grantor. If the said Grantor ceases to exist as an entity, and this right of approval shall not have been specifically assigned to a successor in interest (which assignment shall be in writing and filed with the Recorder of Franklin County, Ohio), then the approval of plans and specifications as set forth herein above 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 construction thereof in accordance with the plans and specifications so approved by the Grantor and Grantor shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

4. Each of the aforementioned lots shall be used and occupied solely and exclusively for private-residence purposes by a single family, and no other than a one single family, private residence purpose building (hereafter referred to as "Dwelling") shall be erected, reconstructed, placed or suffered to remain thereon.

5. No noxious or offensive trade or activity shall be carried on upon any of the aforementioned lots; nor shall anything be done on any of said lots which may be or may become an annoyance or nuisance to any of the other lots or of the owners thereof.

6. No structure of a temporary character, trailer, mobile home, 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.

7. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either wholesale or retail, upon said premises, and no industry, business, trade, occupation or profession of any kind shall be conducted, ??????? other substance shall at any time, whether intended for temporary or permanent purposes, be erected placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any of the aforementioned lots.

8. No animals, rabbits, or poultry of any kind and no species of fowl, livestock, birds or insects shall be kept upon or maintained on any part of any of the aforementioned lots except domestic dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred, or maintained for any commercial purpose.

9. 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 at the rear of the

dwelling and out of view from the curb in front of the dwelling, provided , however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during the construction of the homes to be constructed on the aforementioned lots.

10. Not 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.

11. No portion of any lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purposes other than that of lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building line 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 any lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, or for small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

12. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the aforementioned lots unless the same is for the exclusive use of the family occupying said dwelling, and unless such garage be an integral part of said dwelling and unless the size,

location, type, style of architecture, cost materials, color and grade shall have first been approved in writing and required of all other construction as set forth in Paragraph 3 herein above. No such proposed garage shall be approved by the Grantor unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles.

13. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square foot may be attached to the front of a residence, and one sign of not more than five square feet advertising the premises for sale or for rent, by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Grantor reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the aforementioned lots.

14. The location of any and all driveways shall be and shall remain as established upon each of said lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of said lots except as approved by the Grantor in writing.

15. No Grantor or successor in title shall subdivide or convey less than the whole of any of the aforementioned lots without first obtaining the written consent of the Grantor.

16. The Grantor reserves unto itself, its successors and assigns, a perpetual easement in, through under and/or over those portions of the rear and sides of each of the aforementioned lots as shown on the plat thereof, designed as utility rights-of-way, for

the construction, operation and maintenance of electrical and telephone utilities, lines and conduits and for water, gas and sewer lines and conduits, or any other utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the aforementioned lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will be or have been granted.

17. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any of the aforementioned lots without having the following minimum square feet of livable area, exclusive of porches, basements, garages, and other unfinished space:

A. As to a one story dwelling, a minimum of 1750 square feet.

B. As to a 1 ½ story dwelling, a minimum living space of the first floor of 1200 square feet with the second floor finished in its entirety.

C. As to two story dwellings, a minimum of 2000 square feet, with 1000 square feet being on each story.

D. As to split-level dwellings, a minimum living space of 2000 square feet.

E. As to bi-level dwellings, a minimum of 1400 square feet of living space on the upper level and a minimum of 700 square feet of living space on the lower level.

18. In connection with the restrictions contained herein, it is hereby provided that if, in the sole opinion of Grantor, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the lots herein described or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of said lots, the grantor may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in the sole discretion of Grantor, do material damage in any abutting to adjacent property.

19. The foregoing restrictions, 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 of such land, and shall be construed toward their strict enforcement wherever 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 so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by the Grantor in good faith shall be final and binding as to all persons and property benefitting or bound thereby. The invalidity of any such restrictions or any part thereof shall not affect those remaining restrictions or parts thereof, nor shall any failure by the said Grantor, however long continued (except in case of a specific waiver thereof) to object to any breach of or enforce any provisions whatsoever which are contained herein, be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.

20. The Grantor reserves the right in case of any violation or breach of any of the foregoing restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by the Grantor; and said Grantor shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, the Grantor may enjoin, abate or remedy by appropriate legal

proceedings, either in law or in equity, the continuances of any breach of these restrictions.

TO HAVE AND TO HOLD Said premises with all the privileges and appurtenances hereunto belonging to the said Grantee, its successor and assigns forever.

IN WITNESS WHEREOF< The said W.K.Dublin Investment Co., and Ohio General Partnership, has hereunto caused these presents to be subscribed by its Partners, the 17th day of November, 1978.

W.K. Dublin Investment Co.

An Ohio General Partnership

Donald W. Kelley, General Partner

Robert J. Weider, General Partner

Copyright © by Hemingway Village Civic Association Online All Right Reserved.

Published on: 2005-03-05 (620 reads)