

(a):

River Tracings

The River Trace Deed Restrictions

River Tracings has presented the various deed restrictions with some interpretations during the past year or so. The full wording of the applicable sections of the General Warranty Deed is given here so that residents can have an up-to-date copy of the document. All residents should have a copy containing the complete text with their closing papers.

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 Regional Development, Inc., 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 Regional development, Inc., 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 opinion, 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 Regional Development, Inc., to cause such tree(s) to be replaced in the same general location on the owner's lot.

ARTICLE II

In pursuance of a general plan for the protection and benefit and the mutual advantage of all of the property in River Trace Section Two Subdivision, 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, and the Grantee for itself, and its 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, 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. AU equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
- (h): Above ground swimming pools shall be prohibited on subject property.
- (i): Antenna disc for the receiving of satellite and other electronic signals shall be prohibited on the subject property.
- (j): 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 [sic] all the premises
- (k): All perimeter or yard fencing of any size or nature shall be constructed of wood, and Shall not be of 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. No portion of the within described premises, nearer to any street than the building setback line, 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.
- (l): 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, 2000, 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 Regional Development Inc., 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 Regional Development, Inc., 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 River Trace Section Two Subdivision shall provide for a minimum of three bedrooms and shall further provide for a minimum square footage in accordance with the following schedule: (i) ranch or one floor home, 1,800 square feet; (ii) two-story home 2,100 square feet with a minimum of 1,000 square feet on the first floor. (iii) one and one-half story home, 1,500 square feet on the first floor, and the second story must be finished; and (IV) split level home, 1,000 square feet of finished living area.

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 Regional Development, inc., 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, Regional, Development, Inc., may summarily abate such nuisance, restore such premise 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 , and Regional Development, Inc., shall not be liable for any damages at law or in equity.

Date 10/14/95