

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That BRYN DU WOODS ASSOCIATION, INC., an Ohio corporation, herein the "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid to it by THE LICKING COUNTY HISTORICAL SOCIETY, an Ohio not-for-profit corporation, herein the "Grantee", whose tax mailing address is P. O. Box 785, Newark, Ohio 43055, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the State of Ohio, County of Licking, and in the Village of Granville, and bounded and described as follows:

Being RESERVE "B" of BRYN DU WOODS as said Reserve is designated and delineated on the recorded plat of Extension of Bryn Du Circle of record in Plat Book 14 at Page 90, Recorder's Office, Licking County, Ohio.

Said 1.0815 acre parcel is hereinafter referred to as the "Property".

TO HAVE AND TO HOLD the Property, with all of the privileges and appurtenances thereunto belonging, for so long as the covenants as hereinafter set forth are not violated or breached and no longer, to the Grantee, its successors and assigns.

This deed is executed and delivered by the Grantor and accepted by the Grantee on the express understanding and agreement that the Property shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to the conditions, covenants, restrictions and agreements (which conditions, covenants, restrictions and agreements are hereinafter collectively called the "Alligator Mound Covenants")

SEC. 319.202 COMPLIED WITH  
 GEORGE D. BUCHANAN, AUDITOR  
 BY *[Signature]*

2. No object or structure, either permanent or temporary, with the exception of a marker plaque, will be permitted on the Property. A single marker, to identify the Alligator Mound, will be permitted providing:
  - (a) The marker is permanent in nature, either stone, bronze or a combination of the two;
  - (b) The marker is no larger than three (3) feet by three (3) feet on the face;
  - (c) The marker at the maximum is no higher than three (3) feet from the existing ground elevation; and
  - (d) Prior to erection, the final design and location of the marker is approved in writing by the Board of Trustees of Grantor.
3. Trees, plants, shrubs and flowers may be added to the Property only if a landscaping plan is approved in writing by the Board of Trustees of the Grantor prior to installation of landscaping, and such plan is followed exclusively.
4. No vehicle parking shall be permitted on the Property.
5. No recreational use of the Property will be permitted, including but not limited to camping, picnicking, volleyball or other outdoor hobbies or sporting activities, unless such use is pre-approved in writing by the Board of Trustees of Grantor.
6. No group functions such as tours (group functions being defined for this purpose as groups of eight or more people) are permitted except for those group functions officially sponsored by and for the exclusive use of primary, secondary and post-secondary schools. Such group functions must be for educational purposes and are only permitted between the hours of 10:00 a.m. and 5:00 p.m. Monday through Friday, unless other times are pre-approved in writing by the Board of Trustees of Grantor.
7. The property must be maintained consistent with the prevailing philosophy of Grantor for green space in the Bryn Du Woods development. In order to meet this requirement, Grantor agrees that Grantor shall assume direct responsibility for maintenance of the Property, such maintenance to be performed at Grantor's cost and to Grantor's satisfaction. Grantee agrees that Grantor and its representatives shall have the right to enter upon the Property for purposes of performing such maintenance work.
8. Conveyance of the Property by Grantee to another party is permitted only with prior written approval of a majority of the members of the Bryn Du Woods Association

Failure of Grantor, its successors and assigns, to enforce any of the Alligator Mound Covenants shall in no way be deemed a waiver of the right to do so thereafter or the right to enforce any other of the Alligator Mound Covenants.

If any provision of the Alligator Mound Covenants is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

The Property is subject to all present and future applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Licking County, the Village of Granville, and any other political subdivision having jurisdiction and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations and orders.

Grantor agrees to pay taxes and assessments on the Property through 1991 taxes and assessments due and payable in 1992, and Grantee assumes and agrees to pay all taxes and assessments thereafter, and all other fiscal matters pertaining to the Property except maintenance to be performed by Grantor as set forth above.

IN WITNESS WHEREOF, the said BRYN DU WOODS ASSOCIATION, INC., by Robert N. Kent, its President, and Martha J. Morrison, its Secretary, has hereunto set its hand, this 19th day of November, 1991.

Signed and acknowledged in the presence of:

Wendy J. Dillman  
Joyce Gonterman

BRYN DU WOODS ASSOCIATION, INC.

By Robert N. Kent  
Robert N. Kent, President

By Martha J. Morrison  
Martha J. Morrison, Secretary

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me this 19th day of November, 1991, by Robert N. Kent, President, and Martha J. Morrison, Secretary, of Bryn Du Woods Association, Inc., an Ohio