

RESTRICTIVE COVENANTS AND EASEMENTS
MEDINA COUNTY ACREAGE

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. All tracts shall be used solely for residential purposes. No activity shall be conducted on any of these tracts which is noxious or harmful by reason of emission of odor, dust, smoke, gas fumes, noise or vibration.
2. No tract may be subdivided unless written approval is given by the Seller, its assignees, successors or designees.
3. No building other than a single-family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports, and garages, shall be moved onto, erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying of foundations. No structures of any kind may be moved onto the property, except for new or refurbished double wide manufactured homes not older than 5 years from date of manufacturer and constructed in accordance with the Manufactured Housing Standard Act, Title 83 of the United States Code. Any manufactured home moved on the property must be approved in writing by the Seller, its assignees, successors or designees and have axles, wheels, and towing devices removed. All residences must be completely enclosed from the ground level to the lower portion of the outside walls with masonry or other fabricated material, approved in writing by the Seller, its assignees, successors or designees, so as to maintain a neat, harmonious appearance and remove posts and piers from outside view within sixty (60) days after utilities are connected to each residence.
4. No improvements shall be constructed or erected on any tract nearer than fifty (50) feet to the front property line; no nearer than twenty (20) feet to the side and rear property lines. However, fences may be erected on the property lines. All improvements, driveways, slabs, fences, etc., must be approved in writing by Seller or its designee before any construction of a residence or any manufactured home is moved onto any tract.
5. No advertising or "For Sale" signs may be erected without written approval of Seller.
6. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic system approved by State and local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.

7. No noxious, offensive, unlawful or immoral use shall be made of the premises.
8. A reasonable number of dogs, cats or other household pets may be kept provided that they and any/all other livestock are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.
9. The Seller reserves to itself, its successors or assigns, a twenty foot (20') wide public utility, drainage and embankment back slope easement adjacent to all street right of way lines, a fifteen (15') utility easement along the side and rear boundary lines, and a floating forty by twenty five (40' by 25') guy wire easement as required by Medina Electric Cooperative of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including, but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such service.
10. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on, or under the above mentioned property are excepted from the Contract and are hereby reserved to the Seller. The surface of the lots shall not be used for exploration, drilling or development of any materials.
11. No junk, wrecking or auto storage yards shall be located on any tract. Each tract shall be maintained in a neat manner, and at no time shall there be any boat hulls, inoperable automobiles, trucks, or vehicles on the premises; nor shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. Purchaser agrees to keep this property neat in appearance and shall be responsible to keep brush and undergrowth at a minimum. In the event Purchaser fails in this obligation, he agrees that Seller or his agent may enter the property and perform whatever work in the opinion of the Seller is necessary to render the property neat in appearance and Seller may charge Purchaser a reasonable charge for this service.
12. Except as hereinabove provided, the restrictions herein contained shall run with the land until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.
13. Invalidity of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.