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RECEIVED FOR RECORD	
FEB 8 - 1982	
AT 9:12 8 O'CLOCK	A.M.
RECORDED - 7.6.1962	
IN MEDINA COUNTY RECORDS	
VOL 290	PAGE 156-61
Elbio L. Phillips Fetzap	
RECORDER	FEE 6.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, AMOS C. MEARS and MARGARET

B. MEARS, Husband and Wife, the Grantors, for the consideration of Ten and more Dollars (\$10.00 & more) received to our full satisfaction of RUSTIC HILLS DEVELOPMENT CORPORATION, P. O. Box 348, Medina, Ohio, the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises:

Situated in the County of Medina, State of Ohio, and known as being a part of Montville Township Lots 68 and 85, bounded and described as follows:

Beginning at a point in the centerline of C.H. No. 60, said point being North 89° 58' 30" West a distance of 357.93 ft. from the intersection of said centerline and the East line of Township Lot 68; thence North 0° 01' 30" East, through an iron pin on the North right-of-way of C.H. No. 60, a distance of 350.00 ft. to an iron pin; thence North 25° 39' 04" West a distance of 250.78 ft. to an iron pin; thence North 6° 44' 40" East a distance of 48.76 ft. to an iron pin; thence North 2° 28' 10" East a distance of 127.44 ft. to an iron pin; thence North 6° 44' 40" East a distance of 512.00 ft. to an iron pin; thence North 83° 15' 20" West a distance of 159.28 ft. to an iron pin; thence North 0° 30' West a distance of 300.48 ft. to an iron pin; thence South 89° 30' West a distance of 115.0 ft. to an iron pin in the East right-of-way of C.H. 49; thence North 6° 35' 30" East a distance of 60.46 ft. to an iron pin in said East right-of-way; thence North 89° 30' East a distance of 135.00 ft. to an iron pin; thence North 0° 30' West a distance of 303.89 ft. to an iron pin; thence North 85° 50' East a distance of 1071.29 ft. to an iron pin; thence North 14° 00' East a distance of 485.00 ft. to an iron pin; thence South 70° 02' 15" East a distance of 448.68 ft. to an iron pin; thence South 81° 50' East a distance of 600.00 ft. to an iron pin; thence South 89° 38' East a distance of 765.00 ft. to an iron pin in the West right-of-way of Interstate 71; thence South 25° 13' 06" West a distance of 600.60 ft. to an iron pin in said right-of-way; thence South 30° 57" West still with said right-of-way a distance of 1988.68 ft. to a point in the centerline of C.H. 60; thence South 89° 59' West, with the centerline of C.H. 60 a distance of 714.47 ft. to an angle point in said centerline; thence North 89° 58' 30" West, with said centerline, a distance of 799.56 ft. to the point of beginning and containing therein 20.715 acres in Township Lot 68 and 93.356 acres in Township Lot 85 as surveyed November, 1959, by Henry L. Perry, Registered Surveyor No. 4420, be the same more or less, but subject to all legal highways.

AND the Grantee, for itself, its successors and assigns, as a further consideration for the execution and delivery of this deed, hereby covenants with and for the benefit of the Grantors, their heirs and assigns, to hold said premises hereby conveyed upon the following terms:

1. RESIDENTIAL USE:

All of the lots in Rustic Hills Development, except as hereinafter expressly provided to the contrary, including all lots enlarged or recreated by shifting or location of side boundary lines, are restricted to the use of

a single family, their household servants and guests. Only one dwelling shall be erected to the lot and buildings restricted to the use of one family may be erected. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on a lot.

2. NO TRADE, BUSINESS, PROFESSION, ETC.:

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land in this subdivision, except as provided in Paragraph 1 hereof. This shall not prevent an owner of a single family residence from renting said property for residential use.

3. LAWNS AND LANDSCAPING:

All lawns in the front of the property shall extend to the pavement line. No gravel or black-top or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications.

4. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:

In order to insure that the homes and other buildings in Rustic Hills Development will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed, or remain on any building lot in this subdivision until a set of plans of the working drawings and specifications, including a plat plan showing the location of the buildings or other structures, terraces, patios, walls, fences (must be of split rail construction), driveways, poles, property lines and setbacks, is submitted to the Grantor or to an association of the landowners and approved by the Grantor or said association of landowners as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes of the County of Medina in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the owner and/or an association may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the owner and/or association shall seem sufficient. No alterations in the exterior appearances of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

The issuance of the City of Medina of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor or association or any of the lot owners from enforcing these provisions.

The Grantor herein may request all of the individual lot owners in this subdivision to form an association of lot owners and upon the formation of said association, the Grantor may assign to said association its right to approve plans, specifications and locations of buildings and to enforce these restrictions. After this has been done, all plans and specifications shall be submitted to said association for approval rather than the Grantor herein.

5. SETBACK LINES AND SIZE OF BUILDINGS:

All buildings erected or constructed on any lot shall conform in area and setback limitations to the following table (no building shall be erected on any lot which does not comprise at least the number of square feet designated in this table):

Minimum Sq. Feet	Set Back Requirements From Lot		
	Front	Back	Sides
1400	60	20	20

Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner.

Setback lines for corner lots, odd-shaped lots, wooded lots and lake front lots shall be as nearly as possible as set out above, except that variations may be authorized by the Grantor and/or association at the time plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Grantor and/or association to establish the setback lines as approved.

6. METHOD OF DETERMINING SQUARE FOOT AREA:

The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, screened porches and basement, patio and terraces shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

7. LOT AREA AND WIDTH:

No dwelling shall be erected or placed on any lot having a width of less than 125 feet at the minimum building front setback line nor shall any dwelling be erected or placed on any lot having an area of less than 43,500 square feet.

8. LOCATION OF GARAGES AND PARKING OF TRUCKS:

No garage shall be erected which is separated from the main building and all garages must be sufficient size for two or more cars. No trucks of any kind shall be permitted to be parked in this subdivision for a period of more than four hours, unless the same is present in the actual construction or repair of buildings located on the land, and no trucks shall be parked over night.

9. BOATS, BOATHOUSES AND ANCHORAGE:

No boathouse shall be constructed on or adjacent to any of the waterfront lots in the subdivision.

10. FILLING IN:

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

11. WALLS:

No boundary wall shall be constructed with a height of more than five feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than five feet. Such walls or hedges where partially open will be permitted to a height of not more than five feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Grantor and/or association. The heights or elevations of any wall shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor and/or association.

12. ANIMALS, ETC.:

No animals, birds or reptiles of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

13. NUISANCES:

No activity or business or any act shall be done upon the property covered by these restrictions which may be or may become an annoyance or nuisance to the neighborhood.

14. GARBAGE CONTAINERS:

All garbage or trash containers, oil tanks and bottled gas tanks must be under ground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

15. CLOTHES DRYING AREA:

No outdoor clothes drying area shall be allowed except in the rear yard and in the case of corner lots, may not be placed within 40 feet of the side street line.

16. SIGNS AND DISPLAYS:

No "For Rent" or "For Sale" signs larger than 216 square inches shall be erected or displayed on this property or on any structure, unless the placement and character, form and size of such sign be first approved in writing by the Grantor and/or association. No signs of a commercial nature shall be erected.

17. UTILITY AND DRAINAGE EASEMENTS:

There are hereby reserved for the purpose of installing and maintaining public utility, drainage easements and bridle path easements and for such other purposes incident to the development of the property those easements shown upon the plat of this subdivision; there is also reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles.

18. MAINTENANCE OF PREMISES:

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Grantee herein shall fail or refuse to keep the demised premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor and/or association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

19. NO TEMPORARY BUILDING:

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor and/or association.

20. WAIVER OF RESTRICTIONS:

The failure of the owner and/or association to enforce any building restriction, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

21. RIGHT OF ENTRY

The Grantor and/or association reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor and/or association, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to, completing any dredging, filling, grading, or installation of drainage. These reserved rights in the Grantor and/or association shall also apply to any additional improvements which the Grantor and/or association has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvement.

In this respect the Grantor and/or association agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the Grantee in connection therewith.

22. REMEDIES FOR VIOLATIONS:

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor and/or association or individual lot owner of said subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing, the

Grantor and/or association or individual lot owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

23. ADDITIONAL RESTRICTIONS:

The Grantor and/or association may include in any deed hereafter made conveying lands in said subdivision any additional restrictive covenants or modifications not inconsistent with those herein contained or additional utilities or drainage easements.

24. INVALIDITY CLAUSE:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever. And we, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except easements, leases, pipe line and pole line rights of way, restrictions, zoning ordinances, taxes and assessments, if any, for 1962 and thereafter, which Grantee assumes and agrees to pay, and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as above stated.

AND for valuable consideration, I, Margaret B. Mears, wife of Amos C. Mears, and I, Amos C. Mears, husband of Margaret B. Mears, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands, the 18 day of January, in the year of our Lord one thousand nine hundred sixty-two.

Signed and acknowledged in the presence of:

Betty MacClintock *Margaret B. Mears*
 Betty MacClintock Margaret B. Mears

STATE OF OHIO)
) SS:
MEDINA COUNTY)

~~VOL 290 PAGE 161~~

Before me, a Notary Public in and for said County and State, personally appeared the above named Amos C. Mears, and Margaret B. Mears, who acknowledged that ~~he~~ they did sign the foregoing instrument and that the same is ~~his~~ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Medina, Ohio, this 18 day of January, A. D. 1962.

THIS INSTRUMENT PREPARED BY
OBERHOLTZER & SKIDMORE, ATTORNEYS
PROFESSIONAL BUILDING
MEDINA, OHIO

Thomas Skidmore
L. THOMAS SKIDMORE, Notary Public
My Commission Expires May 2, 1962

STATE OF FLORIDA)
) SS:
BROWARD COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named Margaret B. Mears, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Ft. Lauderdale, Florida, this _____ day of January, A. D. 1962.

~~THOMAS SKIDMORE, Notary Public~~
~~My Commission Expires May 2, 1962~~

No Fee NO TRANSFER NECESSARY

February 13, 1962

H. B. Woodward
County Auditor

TRANSFERRED

PER *PA* FEE *70¢*

FEB 3 1962

H. B. WOODWARD
MEDINA COUNTY AUDITOR

RECORDED 3.00
RECEIVED FOR RECORD
FEB 13 1962
AT 10:11 A.M. O'CLOCK
RECORDED FEB 14 1962
IN MEDINA COUNTY RECORDS
VOL. 290 PAGE 203
Elio L. Phillips
RECORDER FEE *6.00*

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