

DECLARATION OF PROTECTIVE COVENANTS

Park Center Commons

DECLARATION OF PROTECTIVE COVENANTS

ESTABLISHING RESTRICTIONS, RESERVATIONS, CONDITIONS, COVENANTS, EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OBLIGATIONS, RIGHTS, USES AND PROVISIONS.

This Declaration is made as of 2/5/2018 by Wadsworth Farms, LLC an Ohio limited liability company, (hereafter sometimes referred to as "Declarant" or "Developer").

INTRODUCTION

Declarant is the developer and owner of Park Center Commons (the "Development") consisting of multiple Lots which may be further subdivided as may be required by future lot owners and situated in the City of Wadsworth, County of Medina, State of Ohio and as described in Exhibit A attached hereto and included Lot #1-WCL 9851, Lot #2-WCL 9852, Lot #3-WCL 9853, Lot #4-WCL 9854, Lot #5-WCL 9850, Lot #6-WCL 9850, Lot #7-WCL 9847 (the "Lots"), and other property located within the Development. The Lots are intended to be subject to these Protective Covenants.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of all the Real Property and of the Owners of the same, now and in the future, Tenants, Subtenants or Occupants of any of said parts thereof, the Declarant executes this Declaration for the purpose of subjecting the Real Property to all and each of the following restrictions, reservations, conditions, covenants, easements, rights-of-way, charges, assessment, agreements, obligations, rights, uses and provisions (sometimes referred to herein as "Protective Covenants"), which are for the mutual benefit and protection of, and shall be enforceable by, the Declarant, and any of the present and future Owners, Tenants, Subtenants and Occupants of any part of the Development. In the case of a Tenant's, Subtenant's or Occupant's enforcement, the same shall require the prior written approval of the Owner of the Lot where the tenancy is located. Declarant hereby declares that Lots in the Development shall be held, sold and conveyed subject to these Protective Covenants which shall run with and be binding upon the Development until removed by the Declarant by an instrument properly executed and approved in accordance with the provisions of this Declaration or if Declarant is no longer an Owner of a Lot or part thereof in the Development, by a majority of the Owners of the Building Sites as hereinafter defined and recorded in the Office of the Medina County Recorder, Medina County, Ohio, acting to terminate this Declaration in whole or in part. For all Lot Owner Votes, each Lot shall entitle its Owner or its collective ownership group to one vote.

ARTICLE ONE - DEFINITIONS

The following terms, as hereinbefore and hereinafter used in this Declaration of Protective Covenants, shall have the following meanings unless the content otherwise requires:

Section 1. "Applicant" means an Owner, Tenant, Subtenant, or Occupant of a Lot or Building Site(s) that desires to construct or alter Improvements thereon and accordingly is required pursuant to the terms of these Protective Covenants to submit an application and certain other submittal data to the Declarant for its review and approval prior to commencing construction of such Improvements;

Section 2. "Building" means a roofed and walled Structure and all projections, extensions, patios, porticos, and decks thereof which are an integral part of the Structure.

Section 3. "Building Line" or "Building Lines" means the minimum distance which a Building and outbuilding shall be set back from the Property Line or Right-of-Way.

Section 4. "Building Site" means a parcel of real estate located within the Development consisting of either a Lot, portion of a Lot, contiguous Lots, or portion of contiguous Lots, as applicable, and upon which construction of a building may be made, but does not include Rights-of- Way, Easement Areas or portions of Lots which are not, in and of themselves, large enough under applicable law to situate a Building.

Section 5. "City" means the City of Wadsworth.

Section 6. "Declarant" or "Developer" means Wadsworth Farms, LLC or any successors in interest that acquires title to any Lot or part of any Lot or any portion of the Undeveloped Ground owned by the Developer.

Section 7. "Design Guidelines" means all of those guidelines and standards prepared by the Developer and its representatives (as amended from time to time as set forth in Article Three herein), and issued to the Developer describing and dictating the general requirements which must be undertaken by an Applicant in preparing and submitting an application for the construction of Improvements on any portion of or within any given Building Site, Lot, or other area in the Development which standards and guidelines will be generally followed by the Developer in reviewing and approving or disapproving any such application and in maintaining the Development. The design standards generally describe and incorporate specific requirements relating to Building Sites, maintenance, landscaping, easements and right of ways, lot splits, general architecture, service areas and dumpsters, exterior building materials, colors, curb cuts, driveways, and exterior design and aesthetics. The same may be amended by the Developer as set forth in Article Three, Section 3 herein.

Section 8. "Development" means all of the land lying within the Development and comprising all of the Lots located at Park Center Commons and described in Exhibit A attached hereto together with any and all appurtenant Easement Areas and/or Rights-of-Way running therewith. It does not include public roads or other public assets running through the Development dedicated for public use.

Section 9. "Detention Facilities" means any ponds, lakes, or storm water holding areas designed and constructed within the Development, but not including inadvertent temporary accumulation of ground water caused by rainfall which temporarily exceeds the drainage capacity of the ground drainage system.

Section 10. "Easement Areas" means all areas now or later depicted or described as containing easements, Detention Facilities, or rights of way of any kind on the current (recorded in Medina County, Ohio records of plats or future amended plat or sub-plats of the Development or Lots within the Development.

Section 11. "Improvement" or Improvements" means structures and construction of any kind, whether above or below the land surface, such as, but not limited to Buildings, roads, streets, driveways, sidewalks, retaining walls, water lines, sewers, drainage and Detention Facilities, all electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings, barriers, signs, landscaping, and any Structure of any type or kind.

Section 12. "Occupant" or "Occupants" means any Person claiming rights to possession of a Lot or Building Site or part of a Lot or Building Site through an Owner, Tenant, Subtenant, or the Developer.

Section 13. "Owner" or "Owners" means any Person that acquires fee simple title to a Building Site or Lot.

Section 14. "Park Center Commons" may be abbreviated "PCC" and is the Development.

Section 15. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to the Development or any land or Improvement in the Development.

Section 16. "Plans" means diagrams, outlines, or drawings reciting the specific descriptions of the various Improvements intended to be constructed upon a Building Site or Building Sites, a Lot or the land in the Development.

Section 17. "Property Line" or "Property Lines" mean a line bounding the perimeter of a Building Site or Lot.

Section 18. "Right-of-Way" or Rights-of-Way means the existing or proposed public Rights-of-Way for vehicular and/or pedestrian traffic located within Park Center Commons as dedicated to the public or to be dedicated to the public.

Section 19. "Setback" means distance as measured from a Right-of-Way or Property Line as the case may be.

Section 20. "Specification" means technical description of materials, procedures and performance.

Section 21. "Structure" or "Structures" means an Improvement constructed upon any portion of the Development, including a Building, but not including parking areas, curbs, walkways, driveways, underground Improvements, or other items not actually rising above the level of the ground.

Section 22. "Subtenant" means any Person entitled to possession of any portion of the Development or Improvements thereon pursuant to a contract with the Tenant thereof.

Section 23. "Tenant" means any Person entitled to possession of any portion of the Development or Improvements thereon pursuant to a contract with the owner thereof.

Section 24. "Undeveloped Ground" means any grounds within the Development for which no Building permit has been issued.

ARTICLE TWO - GENERAL CHARACTER AND PURPOSES

The purpose of these Protective Covenants is to insure insofar as possible that the Development will be developed and maintained in accordance with high standards appropriate to the various land uses established within the Development. The general goal is to create and maintain efficient operation, maximum values and prosperity for the enterprises located within the Development. More particular goals include (i) excellence of design, both of land use planning, site development and building; (ii) ease of access for employees and customers; (iii) compatibility of uses design and Building quality and aesthetics; and (iv) excellence in landscaping, both in design and maintenance. These specific goals reflect conditions at the time these Protective Covenants were drafted in 2017. It is acknowledged that changing conditions and values may cause the list to be expanded and/or modified by the Developer or an Owner's Association, if the same is implemented by the Developer, as appropriate to meet future standards of excellence.

ARTICLE THREE - DESIGN GUIDELINES

Section 1. Establishment of Design Guidelines. In order to supplement and further define various elements of these Protective Covenants, the Developer will issue a set of Design Guidelines. To the extent there exists or arises a conflict between these Protective Covenants and the Design Guidelines, the terms and conditions of these Protective Covenants shall be superior and shall be binding over the terms and conditions of the Design Guidelines.

Section 2. Purpose of Design Guidelines. The Design Guidelines will set forth and explain the particular standards and procedures pertaining to the development of the Improvements within the Development. The intention of the Design Guidelines is to create well designed building sites, maintain consistent architecture with compatible use of colors and building materials, and provide a memorialization of the procedures relating to the Developer's Design Review Process as described in Article FOUR herein.

Section 3. Amendment to Design Guidelines. Developer may from time to time amend, change or modify the Design Guidelines provided such Design Guidelines shall be in conformity with the spirit and intent of these Protective Covenants.

ARTICLE FOUR - DESIGN REVIEW PROCESS

General Procedures. No Improvement of any kind shall be installed, erected, placed, assembled, altered or permitted to remain on any building site or any portion of the land within the Development until and unless its proposed use and the Plans and Specifications for construction of the same showing the architectural design, material, and site plans have been first approved in writing by the Developer. Developer shall have 14 days to review the Plans and Specifications for construction of the same. Any disapproval shall be based, among other things, on an assessment of the conformity and harmony of the use and design as depicted in the Plans and Specifications with the Design Guidelines, these Protective Covenants, adjacent buildings, and the conformity of the same to the general character of the Development as described herein. Nothing contained herein shall be construed to require approval of any interior modifications to an existing Structure which do not alter the exterior appearance.

ARTICLE FIVE - RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Uses. All Building Sites are to be used for offices, retail, restaurants and other uses as approved by the Developer consistent with these Protective Covenants. By way of example and not limitation, the following uses are deemed to be inconsistent with these Protective Covenants and are specifically prohibited (the "Inconsistent Uses"):

- (A) Refining, smelting, mining operations or drilling for and/or removal of subsurface materials (except as required by law in connection with the removal of hazardous or toxic substances, if any);
- (B) Manufacturing, assembly or industrial uses;
- (C) Mini-storage or self-storage facility or warehouse (but any area within a Building for the storage of goods intended to be sold in such Building shall not be deemed to be a warehouse);
- (D) Junkyard or a land fill, garbage dump or similar facility for the dumping, disposing, incineration, reduction or transfer of garbage or a trash recycling center; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any Building for the use of the occupants of said Building;

- (E) Stockyard, outdoor animal shelter, or animal raising facility (unless related to a medical research facility approved by the Developer); provided, however, this provision does not prohibit pet shops or pet supply stores;
- (F) Adult bookstore or cinema or other establishment selling or exhibiting pornographic materials where the primary use is the selling, distributing, dealing and/or exhibiting of such materials; any shop which sells paraphernalia for use with illicit drugs; or any facility which exhibits nude or semi-nude dancers or wait staff and/or any massage parlors or similar establishments;
- (G) Auto body or fender repair or paint shop; or facility with the primary use being the sale, display or storage of used vehicles (including cars, trucks, motorcycles, recreational vehicles, campers, recreation or utility trailers); provided, however, this prohibition shall not be applicable to a new motor vehicle dealership with a showroom for the sale of new vehicles;
- (H) Mobile home park, trailer court, or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;
- (I) Coin operated laundries or laundromat or dry-cleaning plant; provided, however, this prohibition shall not be deemed to prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer provided such facility uses environmentally safe equipment and methods.
- (J) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices or games; or bingo ball; provided, however, this prohibition shall not be applicable to government sponsored gambling activities, charitable gambling activities, or games or drawings held by merchants or businesses in connection with marketing or promotional campaigns so long as such activities are incidental to the business operation being conducted by the occupant;
- (K) Flea market, pawn broker or pawn shop, consignment store, so-called "surplus" store, thrift store or business selling so-called "second hand" goods (the term "second hand" shall mean stores operated by "Goodwill", "Volunteers of America" or similar agencies which sell goods primarily as a service to the public rather than to a retail customer for a profit), or second hand drop off centers; provided, however, this prohibition shall not be applicable to stores selling used goods such as "Once Upon a Child", "Play It Again Sports" or other similar stores;
- (L) Facilities operated primarily for check cashing, cash or payroll advances, or other such loans; provided however that this prohibition shall not be applicable to conventional financial institutions such as banks, savings and loans, or credit unions or to retail stores that provide check cashing as an incidental service to its customers and not as a for profit business;
- (M) No hotel or motel shall be developed without the prior written consent and approval from the Developer.
- (N) Car washes.

In the event of any questions related to the interpretation of this Section 1, including whether a specific use is permitted or prohibited hereunder, the Developer shall have the sole discretion and authority to determine such matters. Further, notwithstanding the other provisions of this Section 1 to the contrary, the Developer may, in its sole discretion, grant a variance under this Section 1 to permit the use of one or more Building Sites or Lots for one or more Inconsistent Uses.

Section 2. Fences, Walls, and Barriers. No fence, wall, hedge, barrier, or mass planting shall be erected, installed or permitted to remain on a Building Site or other land in the Development without the prior written approval of the Developer.

Section 3. Waste and Refuse; Service Areas. All waste materials or refuse, combustible and non-combustible, shall be stored and maintained in closed containers. All service and dumpster pads shall be concrete and all dumpsters shall be fully screened from view by landscaping or walls. All Service Areas including loading docks, and trash containers should be totally screened from view with the same materials used on the Building walls or by use of extensive landscaping to soften their impact upon the surrounding environment.

Section 4. Landscaping. Each Building Site shall be landscaped in accordance with the Design Review Guidelines and the requirements from the City of Wadsworth.

Section 5. Clearing, Grubbing and Demolition. Materials resulting from clearing, grubbing and demolition operations, and all other debris, shall be promptly removed from the Building Site. An Erosion Control Plan, or Storm Water Pollution Prevention Plan, as applicable, shall be approved by the City of Wadsworth prior to any clearing and grubbing operations.

Section 6. Lawn Maintenance. All Building Sites except those for which a Building permit has been issued and construction has commenced and is continuing shall be maintained by the Owner so as not to present an unsightly appearance and the same shall be mowed in accordance with the City's applicable regulations for vacant lots. Upon completion of construction, all owners shall maintain the lawn and landscaping up to the curb line within the Right-of-Way adjacent to the Building Site.

Section 7. General Maintenance. All Improvements shall be maintained in good condition. Each Owner, Tenant, Subtenant and Occupant, including the Developer herein as to the premises retained by it, shall carefully maintain their respective property, including, but not limited to, the mowing of grass regularly, and shall carefully maintain all Buildings and Improvements thereon, of whatever nature, in a safe, clean and wholesome manner and in first-class condition and repair at all times. By way of example and not by way of limitation, all exterior painted surfaces shall be maintained in first-class condition.

Section 8. Roof Structures. All mechanical equipment on the roof shall be shielded or screened from observation, except as permitted by prior written consent of the Developer. Such shielding or screening shall be in harmony with the walls of the Structure.

Section 9. Mechanical Equipment. Any external mechanical equipment should be screened from view with materials that are similar to or the same as used on the majority of the Building or if screened by Landscaping the same shall provide complete coverage of such mechanical equipment.

Section 10. Exterior Building Materials. All exterior building materials must reflect reasonable excellence of quality in accordance with generally accepted design standards for premier commercial locations.

Section 11. Right to Re-subdivide. Once a Building Site or Lot has been purchased or leased from the Developer, such real estate shall be considered as a single unit; and it shall not be re-subdivided without the prior written approval of the Developer.

Section 12. Temporary Facilities. Temporary offices, storage sheds, trailers, restrooms, barricades, fences and the like, will be permitted as are necessary during the construction period of the Improvements. Such

facilities shall be placed upon the Building Site as inconspicuously as possible so as not to be an inconvenience or eyesore to the Developer, other Owners, Tenants, Subtenants or occupants, or the general public. The location of all temporary facilities shall be subject to the approval of the Developer.

Temporary personnel parking areas and access roads for use during the construction period shall be provided as a first priority of the construction process and maintained by the Owner in a neat and orderly manner. Temporary personnel parking areas shall be gravel and developed within the Building site. The temporary personnel parking areas and access roads must include provisions to preclude tracking of dirt and stone onto adjacent roads and drives. Any material tracked onto adjacent roads and drives shall be promptly cleaned up. Failure to do so within twenty-four (24) hours of written notice shall result in clean up by the Developer at the expense of Owner. 'No on-street parking will be permitted even during the construction period.

Temporary facilities shall be removed promptly as each becomes no longer required. Each facility that is occupied shall be completely cleaned of all debris, dressed and shaped neatly and temporarily grassed as required to stabilize the soil. No temporary facilities shall remain for more than fourteen (14) days after the date of substantial completion of construction of the Improvements for which they were used unless written permission is granted by the Developer.

Section 13. Miscellaneous. Except during the course of construction of the Improvements, no boats, trailers, campers, buses, trucks, or other large or unusual vehicles which are visible to the Right-of-Way shall be parked or stored on any portion of a Building Site outside of a Permanent Structure for more than seventy-two (72) hours without the prior written approval of the Developer.

The location of a parking area on a Building Site for the parking of trucks or other large or unusual vehicles owned and used by an Owner or Occupant of a Building Site in the course of its business shall be subject to the approval of the Developer. Such approval may be conditioned upon, among other things, the installation and maintenance of screening from adjacent Building Sites.

No Structure of a temporary character, trailer, storage Building, storage shed, tent, shack, garage, barn, or other outbuilding shall be permitted upon any portion of the Development, except during the course of construction of the Improvements.

ARTICLE SIX - RESERVATION OF EASEMENTS

Section 1. Reservation of Easements for Utilities. The Developer specifically reserves the exclusive right at any time hereafter to grant easements, Rights-of-Way or consents over, under and across any ground, whether owned by an Owner or Developer, lying between the Right-of-Way line and/or Property Line and the Parking Setback Lines as established by the City of Wadsworth for the following purposes:

- (A) For the construction, operation and maintenance of electric, telephone, water, gas or sewer, pipes, conduits, lines or systems to the subject property or other portions of the Development; and/or
- (B) To enable any other public utility to serve the subject property or other portions of the Development; and/or
- (C) For purposes of ingress and egress to service and maintain such utilities, such Easement Areas, Rights-of-Way or consents may be granted by the Developer across, through, under, or upon any private or public streets, driveways, landscaped areas or paved areas which are now existing or

which may hereafter be established in said area lying between the Right-of-Way line and/or Property Line and the Parking Setback Lines. All such utilities and facilities shall be located underground (except for incidental above ground appurtenances) and shall not impair the use and enjoyment of the Building Site or Lot by its Owner, Tenants, Subtenants or Occupants. Should any public utility company, governmental body or Person require such an executed easement, Right-of-Way or consent by any Owner, Tenant, Subtenant or Occupant in addition to that executed by Developer, then such Owner, Tenant, Subtenant or Occupant does hereby covenant and agree, by the acceptance of a deed, lease or sublease, and for itself, himself, herself, themselves, and their respective heirs, successors and assigns, individually and jointly, to execute the same upon the request of Developer herein. In the event Developer grants to a utility company, governmental body, or Person the right to locate its transmission lines or mains or other facilities under any landscaping, curbing, signage, driveway, parking area, fence or walkway, such easement shall provide that the utility, governmental body, or Person shall repair and restore to its pre-existing condition any damage to same occasioned by the installation, relocation, maintenance or repair of such facilities.

ARTICLE SEVEN – DETENTION BASIN/PONDS

Detention Basins or Ponds in the Development: the Owner of each Lot or Building Site shall be responsible for the maintenance of Detention Facilities lying on their own Lot or Building Site. The Lot or Building site Owner shall take the following actions:

- 1.) Monthly or after every significant runoff producing rainfall event:
 - a) Remove debris from orifice trash racks;
 - b) Check and clear any drainage orifice of any obstructions;
 - c) Check pond side slopes; remove trash; and repair eroded areas before the next rainfall if reasonably capable.
- 2.) Quarterly
 - a) Inspect the collection system for proper functioning.
Clear all accumulated trash and check piping for obstructions.
 - b) Repair any broken pipes.
 - c) Replace or clean rip rap that is choked with sediment.
- 3.) Semi-Annually
 - a) Remove accumulated sediment from bottom of outlet structure.
 - b) Remove woody vegetation along the embankment.
- 4.) General
 - a) Repair eroded areas immediately, reseed as necessary to maintain a good vegetative cover, mow all grassed areas to maintain a maximum height of 6 inches.
 - b) All components of the system to be kept in good working order.
 - c) Repair all security devices (fencing, gates, etc).
 - d) Maintain a slope on the basin bottom to provide a positive drainage (no low spots).
 - e) Surface of dike and detention basin shall be seeded and mowed.

ARTICLE EIGHT- SPECIFIC ENFORCEMENT OF PROTECTIVE COVENANTS

The Developer reserves and is hereby separately declared the right upon reasonable prior notice to enter upon any portion of the Development (except for the interior of Buildings located thereon) to inspect for purposes of determining compliance with these Protective Covenants and further, in case of any violation or breach of any of the Protective Covenants herein contained which is not cured within ten (10) days after notice, or such longer period as may be required to complete such cure, to enter upon any portion of the Development upon which or as to which such violation or breach exists, and to summarily abate, repair or remove, at the expense of the Owner, Tenant Subtenant or Occupant thereof, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, interpreted by the Developer, and the Developer, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, repair or removal activity. The Developer may, in such case, assess the cost of the same against the Owner of the Lot and may place a lien for the cost against the Lot if the cost is not paid within 10 days of Developer's written assessment (an "Assessment") for the same against the Owner delivered to Owner. The Developer and every Owner, Tenant, Subtenant, and Occupant are further separately empowered to seek by legal proceedings, either at law or in equity, necessary remedies to a continuing breach of these Protective Covenants. A failure of the Developer or any Owner, Tenant, Subtenant, or Occupant to enforce any of the Protective Covenants shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof; and the Developer or any Owner, Tenant, Subtenant, or Occupant shall at any and all times have the right to enforce the same.

ARTICLE NINE - ACCEPTANCE OF PROTECTIVE COVENANTS

Each Owner, Tenant, Subtenant and Occupant, by the acceptance a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Development, accepts the same subject to all of the within Protective Covenants; and the jurisdiction, rights and powers of the Developer, and other Owners, Tenants, Subtenants, or Occupants created or served by this Deed of Protective Covenants, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved, and all obligations hereby imposed shall run with the Development and shall bind every Owner, Tenant, Subtenant and Occupant and inure to the benefit of every Owner, Tenant, Subtenant or Occupant as though the provisions of this Deed of Protective Covenants were recited and stipulated at length in each and every deed of conveyance, lease and sublease.

ARTICLE TEN - ADDITIONAL DEVELOPMENT

The Developer shall have the right at any time to amend or add other lands to this Development which lands shall also be subject and subservient to these Protective Covenants in all respects if such other lands are contiguous to any of the Development. "Contiguous" as used in this paragraph shall mean that such other Development either abuts the Development or is separated therefrom only by a street, road or highway at some point thereof. Such other lands shall be rendered subject and subservient to the within Protective Covenants if the Developer shall execute and record a supplement to these Protective Covenants stating;

- (A) A description of such other lands to be added to and subject and subservient to the within Protective Covenants;
- (B) That the Developer or an affiliate of Developer herein is the owner in fee simple of such other lands;
- (C) A statement of any additional restrictions or burdens to which the other lands shall be subject, if any, and a statement of any restrictions, burdens or provisions of these Protective Covenants which will in whole or in part not be applicable in modified form, if any.

ARTICLE ELEVEN - AMENDMENT OR MODIFICATION

Section 1. Amendment or Modification by Developer. The Protective Covenants may, at any time, be amended, modified or replaced in whole or in part (subject to the limitations hereafter set forth within this Article) by the Developer herein, without the further consent or execution of any document by any Person, including any Person who is at such time the Owner, Tenant, Subtenant or Occupant of one or more Building Sites, Lots or any other portion of the Property, for so long as Developer is the Owner of any one or more of the Lots or part thereof or any portion of lands added to the Development and these Covenants and Restrictions.

Notwithstanding the immediately preceding paragraph, the Developer may not amend, modify or replace, in whole or in part, these Protective Covenants if the proposed amendment, modification, or replacement would materially or substantially (1) increase the monetary obligations of any Person who is then an Owner, Tenant, Subtenant, or Occupant of a Building Site or Building Sites, and such Person does not consent to the same in writing; or (2) restrict or diminish the rights or increase the obligations of any such Person under these Protective Covenants. Developer may not grant or establish any easement over, across, under or through any Building Site (where the right to grant such easement is not specifically reserved under these Protective Covenants) without the consent of the Owner of such Building Site or Lot, but such consent shall not be unreasonably withheld.

The Developer shall, upon exercising its rights to amend, modify, or replace these Protective Covenants, reduce the same to writing and record such instrument in the Office of the Medina County Recorder, Medina County, Ohio, which instrument shall, in addition to specifying such amendment, modification or replacement, refer to these Protective Covenants by the Record Volume and page of their respective recording, and shall further refer to any Owner, Tenant, Subtenant, or Occupant and their respective source of title or interest in the Development as Developer shall deem necessary or reasonable in order to assure that any such amendment to these Protective Covenants is properly set forth within the chain of title to such Owner, Tenant, subtenant, or Occupant. Each Owner, Tenant, Subtenant and Occupant, by acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Development, accepts and consents to any amendment, modification, or replacement of these Protective Covenants accomplished in accordance with the terms and conditions of this Article and further consents to the Developer referring to such Owner, Tenant, Subtenant and Occupant within any such document evidencing the amendment, modification, or replacement of these Protective Covenants, including the reference to such party's source of title or interest in such Development.


Section 2. Amendment or Modification following Developer's divestiture of ownership. At such point in time when the Developer no longer owns any Building Sites in the Development or additional Lands added hereto, the Owners of any Building Sites in the Development or any Lands added hereto may thereafter amend or modify these Protective Covenants by the affirmative vote of not less than seventy-five percent

(75%) of such Owners of the Building Sites, exercising one vote for each separate Building Site. In the event of an amendment or modification as provided within this Section of this Article, the Owners of the Building Sites shall reduce the same to writing in recordable form, certify to the same, file the same of record in the Office of the Medina County Recorder, Medina County, Ohio which instrument shall set forth within its body a reference to the Record Volume and page of this Declaration of Protective Covenants, and shall further set forth the names of the fee simple Owners of the various Building Sites or Lots located within the Development in such a manner so as to assure the same appears within their respective "chains of title" and deliver notice to all Owners thereof.

Section 3. Developer reserves, in its discretion, the right to create a land owners' association (the "Association") for the purpose of administering the maintenance and orderly operation of the Development, ensure adherence to these Protective Covenants, and the payment of costs for the same. In such case all Owners of any Lot or Building Site in the Development shall be a member of the association and shall be subject to all rules and regulations that the Association may create to consummate its purposes which shall be consistent with this Declaration and may include provision for Association fees and methods for reasonable assessments and liens for collection of the same.

IN WITNESS WHEREOF, the said Declarant, Wadsworth Farms, LLC, has hereunto set its hand this 5th day of February, 2018.

WADSWORTH FARMS, LLC

By: 
Sean Leatherman
Its Member

