

**DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Declaration** ") is made and entered into this 22nd day of April, 2024 by Dravenstotts' Investments, Ltd., an Ohio limited liability company (herein referred to as the "**Declarant**").

RECITALS

A. Declarant owns certain real property situated in the Village of Smithville, County of Wayne and State of Ohio, which has been subdivided as shown on the Plat recorded in Plat Volume 34, Page 88 of the Wayne County, Ohio Records (the "**Property**").

B. The Property consists of seven (7) parcels described on Exhibit "A" attached hereto and incorporated herein by reference (collectively the "**Parcels**") which may, in the future, be under separate ownership.

C. Parcels 1 and 2 described on Exhibit A attached hereto and incorporated by reference are currently unimproved, and Parcels 3, 4, 5, 6 and 7 described on Exhibit A attached hereto include buildings and Common Area (as defined herein).

D. Declarant intends that the Common Area (as defined herein) of each Parcel be used in common with the Common Area of each other Parcel.

E. The Declarant desires to impose certain easements upon the Parcels and to establish certain covenants, conditions and restrictions with respect to said Property for the mutual and reciprocal benefit of the Parcels and the present and future Owners, tenants, licensees, guests, invitees, customers and occupants thereof.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Declarant, for itself and its successors and assigns, hereby declares, that the Parcels and all present and future Owners of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration , so that such Parcels shall hereafter be owned, occupied, used and maintained in full compliance with and subject to this Declaration.

1. DEFINITIONS

1.01 For purposes hereof:

- a. "**Common Area**" or "**Common Areas**" shall mean those portions of the Parcels that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are



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either unimproved, or are improved including, but not limited to, parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements;

- b. **"Declarant"** shall mean and refer to Dravenstotts' Investments, Ltd, an Ohio limited liability company, and its successors and assigns.
- c. **"Owner"** and **"Owners"** shall mean Declarant, and any and all successors or assigns of Owner as to all or any portion of each Parcel whether by sale, assignment, inheritance, operation of law, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such real property;
- d. **"Parcel"** or **"Parcels"** shall mean each separately identified Parcel of real property now constituting a part of the Property subject to this Declaration as described on Exhibit "A" and incorporated herein by reference and any future subdivisions thereof, if any;
- e. **"Permittees"** shall mean the tenant(s) or occupant(s) of the Parcels, as the case may be, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s); and
- f. **"Property"** shall mean the real property owned by Declarant and subdivided as shown on the Plat recorded in Plat Volume 34, Page 88 of the Wayne County, Ohio Records.

2. EASEMENTS

2.01 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Declarant hereby declares, grants, establishes, covenants and agrees that the Parcels, and the Owners and Permittees of such Parcels, shall be burdened and benefitted by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels for the benefit of all present and future Owners and Permittees of such Parcels:

- a. An easement for reasonable access, ingress and egress over all paved driveways, walkways and parking areas as presently or hereafter constructed and constituting a part of the Common Areas of the Parcels so as to provide for the passage of motor vehicles and pedestrians between all Parcels, and to and from all abutting roads, streets or rights of way furnishing access to such Parcels;
- b. An easement under and across the Common Areas for the installation, maintenance, repair or replacement of water mains, storm drains,



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sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas lines or mains, and other utility facilities necessary for the use and benefit of the Owners and Permittees of each Parcel and the buildings located thereon from time to time (the "**Utility Facilities**"); provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the exact location of any utilities installed hereafter shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to exercise any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other affected Owners. The easement granted herein shall include the right of reasonable ingress and egress with respect to the Utility Facilities as may be required to maintain and operate the same. The Utility Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners of the Parcels affected. Any new systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel). Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Utility Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto; and

- c. An easement upon, under, over, above and across the Common Areas of the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and at the location now or hereafter existing on the Property including the right to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus for water drainage now or hereafter located under and across the Common Areas (the "**Water Detention and Drainage Facilities**"). The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners of the Parcels affected. Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.



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2.02 Sign Easement. Parcel 6 (Lot 643) described on Exhibit A attached hereto and incorporated by reference shall be subject to an easement for the installation, operation, maintenance, repair and replacement of one entrance sign identifying each business located on the Property. The cost of maintaining the sign structure in good order, condition and repair, and replacing it shall be shared equally by the Owners. Each Owner shall pay the cost of installing, maintaining and replacing the sign identifying their respective business that is affixed to the sign structure. The Owner of Parcel 6 shall pay the cost of electricity, if any, to illuminate such sign.

2.03 Reasonable Use of Easements.

- a. The easements herein granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
- b. As to the utility lines, systems and equipment installed pursuant to the easements granted in Sections 2.01(b) and 2.01(c) herein, no permanent building structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of commercial centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this Section 2 are complied with.
- c. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense



any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

2.04 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims liabilities and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. MAINTENANCE

3.01 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.02 Building and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. In the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this Section 3.02 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.03 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition or repair. Maintenance of the Common Area shall include, without limitation, the following:

- a. maintaining and repairing all sidewalks and the surface of the parking and roadway areas, in a level, smooth and evenly covered condition with the type of surfacing and material originally installed, or such substitute as shall in all respects be equal in quality, use and durability;
- b. removing all snow, ice, mud and sand, debris and other refuse to the extent



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necessary to maintain the same in a clean, safe and orderly condition;

- c. maintaining appropriate lighting fixtures for the sidewalks, parking areas and roadways;
- d. placing, keeping in repair and replacing any markings, directional signs, lines and striping as needed;
- e. trimming, and weeding all landscaped areas, mowing lawns and making such replacements of grass, shrubs and other landscaping as is necessary;
- f. maintaining any signage in good condition and repair; and
- g. performing any and all such other duties as are necessary to maintain such Common Areas in a clean, safe and orderly condition.

Except as otherwise expressly provided in this Declaration , in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Area or building areas on its Parcel, subject to the following conditions: (I) the reciprocal easements between the Parcels pursuant to Section 2.01 shall not be materially closed or impaired; (ii) the driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; and (iii) the same shall not violate any of the provisions and easements granted in Section 2. Notwithstanding anything to the contrary herein, the Owners and their Permittees shall use commercially reasonable efforts to (I) minimize the disruption in the Common Areas during deliveries, and (ii) prohibit delivery vehicles from parking in a manner that would interfere with the other Owner or its Permittees from performing its business operations.

3.04 Utilities. Each Owner shall at times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. CONSTRUCTION OF IMPROVEMENTS

4.01 Compliance with Governmental Requirements. Every building (including its appurtenant Common Area improvements) or other improvement, now or in the future constructed on any Parcel, shall be constructed, operated and maintained so that the same are in compliance with all applicable governmental requirements.



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4.02 Maintenance of Building or Improvement Site. During construction, each Owner shall maintain the building or improvement site and access road or driveway in a clean and sightly condition, diligently remove debris and reasonably screen construction areas from public view.

4.03 Parking, Access Drives and Loading Areas. All parking, access drives and loading areas shall be paved and properly graded to assure proper drainage, and shall be adequately screened by use of berm, trees, or landscaping.

4.04 Utility Connections. All utility connections, including all electrical, telephone and internet connections and installation of wires to buildings or other improvements shall be made underground from the nearest power source. Any transformer, electric, gas, water or other meters or apparatus shall be placed on the ground surface or on the roof of the building with adequate screening.

4.05 Landscaping. All landscaping shall be completed within ninety (90) days after substantial completion of construction of any building or other improvement; provided however, if weather conditions prevent the timely completion of landscaping, then such landscaping shall be completed as soon as weather conditions permit but in no event later than the last to occur of said ninety (90) day period or June 30 immediately following substantial completion.

4.06 Damage. Any damage to a building or improvement occurring during its construction shall be immediately repaired by the Owner.

4.07 Temporary Building. Any temporary building or trailer used in connection with the construction of a building or other improvement on a Parcel shall be located as inconspicuously as possible and removed immediately after completion of construction.

4.08 Completion. Once commenced, construction shall be diligently pursued to completion.

5. RESTRICTIONS; LIMITATIONS ON USE

5.01 Restrictions. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.02 Prohibited Uses. The following operations, activities and uses shall not be permitted on the Property or any of its Parcels:

- a. any use that is dangerous, injurious, odiferous, noxious or otherwise objectionable because of the emission of odors, fumes, smoke, gas or other air pollution, noise or vibration, or the production of liquid or solid refuse or waste;



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- b. any variety type discount store;
- c. any fire sale, bankruptcy sale (unless pursuant to court order) or auction house operation;
- d. any industrial or manufacturing use, operation or activity;
- e. any heavy truck sales, leasing or repair operations;
- f. any body shop;
- g. any animal raising facility;
- h. any establishment selling or exhibiting drug-related paraphernalia including, but not limited to, marijuana or CBD products;
- i. any gambling operation including, but not limited to, games of skill or off-site betting;
- j. any form of adult entertainment business including, but not limited to, strip clubs, Gentlemen's Clubs, adult theaters, webcam studios, and massage parlors;
- k. any business that principally features sexually explicit products or drug paraphernalia;
- l. any short or long-term residential use, except for a bed and breakfast;
- m. for a period of twenty (20) years after the recording of this Declaration and provided that the "Barn Restaurant" or its replacement, successors or assigns, is operating a family-style restaurant and buffet on a Parcel (and for this purpose, "operating" shall include temporary closings due to casualty or renovation), no portion of any other Parcel shall be used for the operation of a family type restaurant or buffet. This use restriction shall expire and be null and void twenty (20) years after the recording of this Declaration;
- n. for a period of twenty (20) years after the recording of this Declaration and provided that "Toyrifix" or its replacement, successors or assigns, is operating a specialty toy store (including toys, games and puzzles for all ages) on a Parcel (and for this purpose, "operating" shall include temporary closings due to casualty or renovation), no portion of any other Parcel shall be used for the operation of a specialty toy store. This restriction shall expire and be null and void twenty (20) years after the recording of this Declaration;
- o. for a period of twenty (20) years after the recording of this Declaration and



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provided that the "Oak Cupboard" or its replacement, successors or assigns, is operating a bulk foods and food related gift store on a Parcel (and for this purpose, "operating" shall include temporary closings due to casualty or renovation), no portion of any other Parcel shall be used for the operation of a bulk foods and food related gift store. This restriction shall expire and be null and void twenty (20) years after the recording of this Declaration; and

- p. for a period of twenty (20) years after the recording of this Declaration and provided that "Jump N Shout" or its replacement, successors or assigns, is operating a children's activity place on a Parcel (and for this purpose, "operating" shall include temporary closings due to casualty or renovation), no portion of any other Parcel shall be used for the operation of a children's activity place. This restriction shall expire and be null and void twenty (20) years after the recording of this Declaration.

5.03 Barriers. No walls, fences or barriers of any sort or any kind shall be constructed or erected on the Parcels which shall prevent or materially adversely impair the use of any easement rights granted herein, or the free access and movement of pedestrian and vehicular traffic between and among the various Parcels.

5.04 Trash and Refuse Collection. All trash, garbage, refuse or other rubbish shall be deposited only in covered containers screened from the view of any adjacent Parcel or public area.

5.05 Temporary Buildings. Except during construction of a building or other improvement in which case Section 4.07 shall apply, no temporary building or other improvement including trailers, basements or incomplete buildings, tents or shacks shall be permitted on any Parcel.

6. INSURANCE AND INDEMNIFICATION

6.01 Liability Insurance. Each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance on the Common Areas, buildings, appurtenances and other improvements. Such insurance shall be carried with reputable companies licensed to do business in the state of Ohio, and have liability limits of not less than Two Million Dollars (\$2,000,000.00) covering claims for personal injury, death, or property damage occurring upon such Owner's Parcel or caused by such Owner or those persons for whose acts and omissions such Owner is legally liable.

6.02 Indemnification. Each Owner shall indemnify, defend and hold the other owners harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney fees and costs, incurred in connection with personal injury, loss of life, and/or property damage arising from or out of any occurrence in, at, or upon the Common Area, building, appurtenances, and other improvements on such Owner's respective Parcel, or arising from or out of any Owner's failure to comply with the obligations hereunder, or occasioned wholly or in part by any act or omission of the Owner, its agents,



contractors, employees, or licensees, including any losses incurred in excess of the insurance coverage set forth in Section 6.01 herein; provided however, that excluded from this indemnification shall be any of the above described liabilities which arise solely as a result of the acts or omissions of the Owner seeking to force the indemnity, or anyone under the control of such Owner including, but not limited to, such Owner's employees, agents, or other representatives.

7. EMINENT DOMAIN

7.01 Right to Condemnation Award. Nothing herein contained shall be construed to give any Owner any rights to any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof, effecting said other Parcel, or any interest therein, or giving the public or any governmental authority any rights in said Parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the easement area located on any Parcel, the award attributed to the land and improvements of such portion of the easement areas created hereby shall be payable only to the Owner, as each may be entitled, and no claim thereon shall be made by the Owners of the other Parcels. Nothing contained herein shall prevent any Owner or Permittee from pursuing its own separate claim for payment or reimbursement from the condemning authority.

8. TAXES AND ASSESSMENTS

8.01 Real Estate Taxes And Assessments. Each Owner shall pay all taxes, assessments, or changes of any type levied or made by any governmental body or agency with respect to its Parcel when due.

9. REMEDIES AND ENFORCEMENT

9.01 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.02 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate as published in the Wall Street Journal from time to time, plus five percent (5%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the



event of (i) an emergency, (ii) blockage or material impairment of the easement rights, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus five percent (5%), as above described.

9.03 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "**Assessment Lien**") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Wayne County, Ohio; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Wayne County, Ohio, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.04 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.05 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.06 Irreparable Harm. In the event of a violation or threat thereof of any of the covenants, conditions, restrictions or easements contained herein, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof.

10. TERM

10.01 Term of Declaration. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of Wayne County Recorder and remain in full force and effect thereafter in perpetuity except as otherwise provided in Section 5.02 (m), (n), (o) and (p),



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unless this Declaration is modified, amended, canceled or terminated as provided in Section 11.03 of this Declaration.

11. MISCELLANEOUS

11.01 No Dedication. Nothing herein contained shall be deemed to be or a dedication of all or any portion of any parcel to or for the benefit of the general public, or for any public use or purpose whatsoever, it being the express intent of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed and solely for the benefit of the Owners of the respective Parcels, and their successor and assigns.

11.02 Attorney's Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceedings.

11.03 Termination or Amendment. If Declarant is an Owner (a) this Declaration or any provision thereof may be terminated or amended, as to all or any portion of the Property, by Declarant and (b) Declarant may release any portion of the Property from this Declaration in Declarant's sole discretion. If Declarant is not an Owner, then this Declaration or any provision thereof may be terminated or amended, as to all or any portion of the Property only by the written consent of all record Owners of the Property. Any termination or amendment shall be evidenced by a document that has been fully executed and acknowledged in accordance with this Section, and recorded in the official records of the County Recorder of Wayne County, Ohio.

11.04 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, delayed or conditioned (unless such conditions are provided for herein). Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing within fifteen (15) days of receipt the party for whom the consent is sought. If no reply is given within such period, then the consent shall be deemed to have been given.

11.05 No Waiver. No waiver of any default of any obligation by any Owner shall be implied from any omission by another Owner to take any action with respect to such default.

11.06 No Partnership or Joint Venture. Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners or their respective Permittees.

11.07 Covenants to Run with Land. It is intended that each of the easements,



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covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and their successors, assigns, heirs, and personal representatives.

11.08 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the original Owner or from a subsequent Owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.09 Severability. Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one Parcel by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.10 Time of Essence. Time is of the essence of this Declaration.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the then Owner(s) of any affected Parcel(s). Notice shall be deemed given upon receipt or refusal to accept delivery. Any Owner may change from time to time their respective address hereunder by like notice to the other Parcel Owners.

11.12 Governing Law; Venue. The laws of the State of Ohio shall govern the interpretation, validity, performance and enforcement of this Declaration . Venue for any litigation arising out of the terms of this Declaration shall be Wayne County, Ohio.

11.13 Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.



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11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Captions. The captions are for convenience only and shall not be deemed a part of this Declaration.

11.16 Benefit. This Declaration shall be binding upon and inure to the benefit of the Owners and their successors and assigns.

11.17 Entire Agreement. This Declaration contains the complete understanding and agreement with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Dravenstotts' Investments, Ltd., an Ohio limited liability

By: Mark Edward Dravenstott
Mark Edward Dravenstott, Manager

By: Donald Eugene Dravenstott
Donald Eugene Dravenstott, Manager

STATE OF OHIO

ss:

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 22nd day of April, 2024 by Mark Edward Dravenstott and Donald Eugene Dravenstott, Managers of Dravenstotts' Investments, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Morris Stutzman
Notary Public



Morris Stutzman
Notary Public, State of Ohio
My Commission Does Not Expire



202400003587
BK 34 PG 102

Exhibit "A"

Parcel No. 1:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 638 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.

Parcel No. 2:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 639 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.

Parcel No. 3:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 640 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.

Parcel No. 4:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 641 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.

Parcel No. 5:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 642 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.

Parcel No. 6:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 643 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.



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Parcel No. 7:

Situated in the Village of Smithville, County of Wayne and State of Ohio:

And known as being Lot No. 644 of The Shops at the Barn Plat, as shown by the Plat recorded in Plat Volume 34, Page 88, of the Wayne County, Ohio Records.



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BK 34 PG 104