

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WINGFOOT ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINGFOOT ESTATES SUBDIVISION is made as of this ____ day of _____, 2024 by Wingfoot Development, LLC, an Ohio limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property situated in Suffield Township, Portage County, Ohio, consisting of 134.356 acres as described on Exhibit A attached hereto and incorporated herein by reference ("Real Estate"); and

WHEREAS, a plat ("Plat") for "Wingfoot Estates Subdivision" ("Subdivision"), which creates forty-two (42) residential sublots, open space areas, stormwater management areas, a cross access drive area, certain easements, and dedicated roadways within the Real Estate, has been recorded at the Portage County, Ohio Recorder's Office in P.B. ____, Page ____, and the terms and provisions of said Plat are hereby incorporated herein by reference; and

WHEREAS, the Declarant hereby declares the Subdivision to be a "Planned Community" within the meaning of, and subject to, the provisions of Chapter 5312 of the Ohio Revised Code ("Ohio Planned Community Law"); and

WHEREAS, Declarant wishes to impose certain covenants and restrictions upon all real property in the Subdivision to insure uniformity of development as a residential subdivision.

NOW THEREFORE, Declarant hereby declares that the Subdivision and each subplot therein (each such parcel hereinafter referred to as a "Lot") is and shall be held, used, owned, occupied, transferred, sold and conveyed subject to the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements, charges and liens set forth in this Declaration, which shall be recorded at the Portage County, Ohio Recorder's Office simultaneously with the Plat:

1. Permitted Use. Each Lot shall be limited in use to single-family residence purposes only. An owner of a Lot ("Owner") may use a portion of his or her residence constructed on a Lot for office or studio use, provided (i) the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other Owner, (ii) such use does not violate any local zoning ordinance, (iii) no more than one (1) outside, non-resident employee is present at any time, and (iv) such use does not involve retail sales or require client visits, and does not otherwise increase

traffic within the Subdivision. No portion of any Lot may be used for any roadway purpose except to the extent such use is as a driveway for access to a structure located within the Lot.

2. Approval of Plans and Builders.

A. Plan Approval. No construction, including, but not limited to, the construction of any residence, garage, deck, gazebo, outbuilding, patio, swimming pool, landscaping, grading or other improvement to a Lot, may be commenced or erected on any Lot unless such construction is first approved in writing by the Declarant. Submittals to Declarant must include digital files of the following: a) an Application using Declarant's form; b) Drawings including floor plans, roof plan and all elevations; and c) Site Plan including property lines, setbacks, topography, dimensions of building placement, location of driveway, walks, patios, fences, well, septic and all other structures and improvements. Any material changes to the Drawings or specifications made subsequent to the written approval by the Declarant, must be resubmitted and approved in writing prior to the commencement of construction related to the changes. All plans and modifications shall comply with the Suffield Township Zoning Resolution, the preliminary plat for the Wingfoot Estates subdivision approved by the Portage County Planning Commission, and the recorded Plat for the Subdivision, and shall comply with any rights-of-way, access drives, surface water and utility easements, or other features designated therein. In addition, no construction activities (including without limitation tree or brush clearing) may be commenced on any Lot until "building location approval" has been issued pursuant to Section 5(B) below. Declarant reserves the right to charge a reasonable fee to cover review costs ("Plan Review Fee") upon the submission of plans or specifications submitted pursuant to this Section 2(A). Lot Owners are encouraged to obtain Declarant's written approval of construction plans prior to applying to obtain any required governmental approvals.

B. Plan Rejection; House Style. Declarant reserves the right to reject all such plans and specifications for any reason or no reason, including but not limited to aesthetic reasons. This authority of the Declarant is to enable the Declarant to exercise judgment and discretion for the benefit of the Subdivision and all Lot buyers and owners generally, in order to maintain and protect the nature, character and value of the Subdivision and the Lots therein. No house shall be substantially similar in exterior appearance to any other house within four (4) Lots to the right or left of the house in question, or a like number of Lots across the street from the Lot in question, in Declarant's sole judgment. Notwithstanding the foregoing, the style of each house must be consistent with the general style of neighboring homes, complement neighboring homes and, in design, be sensitive to the contours and other features of the Lot. The topography and natural features of the Lot shall be disturbed as little as possible in connection with construction of the house in question. Absent compelling circumstances, split-level designs will be rejected by the Declarant.

C. Builder Approval. No general contractor, subcontractor, corporation, sole proprietorship, partnership, limited liability company, individual or any other party or combination of parties ("Builder") may commence or erect any construction described in Subsection A hereof, or assist or participate in such construction, unless the Declarant shall first approve such Builder in advance and in writing for such purpose. The intent of this provision is to maintain the quality of homes in the Subdivision by permitting construction only by contractors who, in the Declarant's sole judgment, have the ability and experience to build quality custom homes in accordance with the Declarant's plan for the Subdivision.

D. Committee. The Declarant may, in Declarant's sole judgment, establish an architectural review committee ("Committee"). If established, the Committee size and Committee members shall be selected by Declarant, or its successors and assigns, or any person or persons hereafter designated by Declarant or its successors and assigns. It will be the purpose of the Committee to insure the integrity and harmony of the Subdivision and each building constructed therein for the benefit of each Owner. The Committee will have sole and absolute discretion in its decisions. Refusal of approval of plans, specifications or locations by Declarant or the Committee may be based on any ground, including purely aesthetic grounds. No action or conduct by Declarant or the Committee in furtherance of these restrictions, or Declarant in establishing the Committee, shall be grounds for any liability whatsoever against the Committee, Declarant, or Declarant's officers or agents by any Owner, such Owner's heirs, executors, personal representatives, successors or assigns, or any third party. Nothing herein shall be construed as relieving any Owner, such Owner's heirs, executors, personal representatives, successors or assigns from any obligation to comply with all applicable local, state and federal laws and regulations.

E. Declarant Approval. The Declarant's approval of any drawings, site plan, specifications, modification, alteration, or Builder shall not constitute the assumption by Declarant of any responsibility whatsoever for the accuracy, sufficiency or propriety of any such approved item, nor shall any such approval constitute any representation or warranty by Declarant that any such approved item complies with federal, state or local laws or codes.

3. Building Restrictions.

A. Number of Residence Buildings. No more than one (1) residence building may be erected on any Lot, provided, however, a detached garage conforming to the same architectural standards and of similar design to the main residence building is permitted.

B. Size of Residence. No residence erected on any Lot may contain less than 2,700 square feet for a two (2)-story residence, less than 2,300 square feet for a two-story residence with a first-floor master bedroom, or less than 2,000 square feet for a one-story residence. The area of any residence shall be computed on the outside foundation of the first floor and, if applicable, the exterior dimensions of the second floor. As for multi-story rooms and the calculation of square footage, two (2)-story rooms will count as twice the calculated floor square footage, and one and one-half (1 ½)-story rooms will count as 1.5 times the calculated square footage. These multiples do not apply to cathedral or vaulted ceilings. Square footage for purposes of this Subsection (B) shall be based on "livable" non-basement areas" of the residence. Basements, garages, decks and porches, screened or otherwise, walk-outs, and unheated areas, shall not be included in calculating minimum square footage areas. Notwithstanding anything in this Declaration to the contrary, residences on Lots 34, 35, 36, 37 and 38 ("Lakefront Lots") shall contain not less than 3,500 square feet for a two (2)-story residence, nor less than 3,000 square feet for a one-story residence.

C. Garages. Each residence shall have a garage attached to its respective residence building. Each garage shall have side or rear entry doors so that openings will not face the street which the house is facing. Each garage shall have minimum inside dimensions of twenty-three (23) feet by thirty-two (32) feet so as to accommodate a minimum of two and one-half (2 ½) automobiles, except where, in the sole discretion of Declarant or the Committee, topographical conditions and/or aesthetic considerations prohibit such compliance. Detached garages are permissible but may not replace the required attached garage. Detached garages must conform to the same architectural standards as residence buildings and must be similar to the residence in design. Except for a garage door of a detached garage, no garage doors may face or open toward the front of any Lot. In the case of corner Lots, the front of the Lot shall be considered the side of the Lot running along the residential building face with the longest dimension, exclusive of the garage. All garage doors must face away from traffic traveling in the Subdivision, except where, in the sole discretion of Declarant or the Committee, topographical conditions and/or aesthetic considerations prohibit such compliance.

D. Foundation. No exposed foundation may be constructed with cement or concrete block as the completed face. Exterior foundation surfaces shall be covered with brick, stone, composite siding or stucco. In cases of exposed portions of basements, siding

matching the above-ground portions of the house may be used as basement wall covering, provided that stone, cultured stone, brick, composite siding or stucco skirt the bottom.

E. Exposed Surfaces; Facades. No exposed surface may be constructed with unfinished masonry material (i.e. cement or concrete block) as the completed face. Exposed exterior walls must be entirely covered in vinyl or natural materials of brick, stone, stucco, composite lap or shake siding, wood, or any similar natural materials. Fascia and soffits may be constructed from aluminum, composite or vinyl materials. Approved cultured stone will be considered as an acceptable substitute for natural stone. Any and all facades facing interior roadways, SR 43, Wingfoot Lake and/or a Common Area as defined in Section 7(A) below shall match the front façade with similar materials, style, architectural features, rhythm, roof pitch, as well as window size and pattern. Such facades shall not consist of flat, continuous, uninterrupted walls.

F. Roof. All houses and garages (attached or otherwise) shall have a sloping roof with a minimum pitch of 7/12 side facing and 8/12 forward facing peaks and hips. All roofs of residence buildings, guest houses, and garages shall have a maximum pitch of 15/12 for 70% of the roof area. Porch roofs shall have a minimum pitch of 4/12 where necessary and at the discretion of the Declarant or the Committee. All eaves, soffits and overhangs of pitched roofs shall be a minimum of 8 inches. Pitched roofs shall be architectural asphalt or composite, slate, standing seam or metal roofing. Notwithstanding anything in this Declaration to the contrary, houses and garages on Lots 34, 35, 36, 37 or 38 may have architectural flat roofs at the discretion of the Declarant or the Committee.

G. Outbuildings. Outbuildings must conform to the architecture of the principle structure, including without limitation color and material. Outbuildings must be a minimum of fifteen (15) feet from the side and rear property lines, and shall also be no closer than one hundred (100) feet in any direction from any neighboring residence.

Outbuildings shall not be located closer than fifteen (15) feet from the principle structure on the Lot, and shall be located entirely to the rear of the principle structure. No more than two (2) accessory buildings shall be permitted per Lot, and they shall not have a combined overall square foot area greater than one thousand two hundred (1,200) square feet.

The height of an outbuilding shall not exceed that of the principle structure or twenty-five (25) feet, whichever is less.

The Declarant or the Committee must approve in writing the design and location of all outbuildings, prior to the commencement of construction.

H. Utilities. All electrical, television, internet or telephone cables and any other utility lines and facilities which are to extend from outside a Lot to any residence or other structure located on the Lot or between structures on the Lot shall be placed underground.

I. Front, Side, and Rear Setbacks. The principle structure may not be erected on any Lot, Lots or parts thereof nearer than fifty (50) feet to the front Lot line, or nearer than twenty (20) feet to the side Lot line, or nearer than fifty (50) feet to the rear Lot line, or within riparian setback areas as shown on the Plat, unless otherwise specified on plans which Declarant or the Committee have approved pursuant to Section 2 above. The Declarant or the Committee may increase the required front, side, or rear set-backs if it deems, in its sole discretion, that topography and Lot configuration so require.

J. Fireplaces and Chimneys. Fireplaces shall be of masonry, metal inserts, or direct-vent flue type. Chimneys on the exterior or roof of any building shall be covered in brick, stone, or cultured stone. All chimneys on exterior walls shall extend to the ground and have a separate foundation. Protruding vinyl-covered boxes enclosing direct vent fireplaces are not permitted on any exterior walls. Direct-vent termination caps are not permitted on any exterior wall that faces a street.

4. Construction and Maintenance.

A. Timing for Completion. Once construction on any structure on a Lot has commenced, it must be completed within 12-18 months of commencement, unless a variance has been obtained from the Declarant, or subsequently, the Association, to be granted or not granted in his or its sole discretion.

B. Construction Debris. During construction, the Owner shall keep the Lot free from construction debris and shall not allow the burial of such debris on the Lot or its use as fill material at any location on the Lot.

C. Construction Mud and Damage. Each Owner shall keep such Owner's Lot and the streets providing access thereto free of accumulations of dirt, mud and debris, and shall be responsible for all repairs of damage to the swales, ditches, storm sewers and streets occasioned by work on or around the Lot by the Owner or the Owner's contractor, or their agents, representatives, subcontractors or employees. If the Owner shall fail to keep such Owner's Lot and the streets free of such accumulations, or shall fail to repair any damage to the swales, ditches, storm sewers and streets, then in addition to all other rights and remedies Declarant may have (including the right to specific performance), Declarant shall have the right to remove such dirt, mud and debris and repair all damage,

and shall charge the cost of such removal or repair to the Owner. Such costs shall be payable by the Owner upon demand and shall constitute an assessment, as set forth in Section 9 below, against the Lot.

D. Building Maintenance. Each Owner shall, at such Owner's sole cost and expense, maintain and keep the house and all other buildings or structures on the Owner's Lot in a state of good maintenance and repair, and in a first-class condition.

E. Building Casualties. If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, the Owner shall promptly rebuild, repair or reconstruct such residence or raze the structure, remove all rubble and debris, fill in any basement areas or excavation areas with clean fill, and grade the Lot in accordance with any applicable improvement plans for the Subdivision or Lot.

F. Surface Water Management on Lots. Each Owner shall maintain the ditches, culverts, surface water management areas, wetlands, ponds and basins, riparian setback areas shown on the Plat, ditches, swales and grading for the Lots owned by such Owner in accordance with: (i) the improvement plans approved for the Subdivision, including without limitation the Best Management Practices (BMP) for Surface Water Management System for the Subdivision which includes an inspection and maintenance schedule, and the associated Maintenance Plan Map; (ii) any other requirements for the Subdivision imposed by the Portage County Soil & Water Conservation District; and (iii) any and all applicable local, state and federal laws and regulations. No Owner shall disturb or interfere with the flow patterns of storm water or surface water on its Lot or in any part of the Subdivision.

5. Landscaping and Lot Appearance.

A. Lawns and Vegetation. Lawns shall be kept properly trimmed at all times. No grains, underbrush, excessive weeds or other unsightly vegetation shall be permitted to grow or remain on any Lot or in any ditches in whole or in part on a Lot or in the street right-of-way in front of any Lot. All grass on any unbuilt lot must be kept at a maximum height of twelve (12) inches. Vegetables may be grown on a lot, provided they are not grown for commercial purposes and provided they are restricted to an area which is situated to the rear of the Lot and is at least twenty (20) feet from any Lot line.

B. Tree Clearing; Building Location Approval. No tree clearing on a Lot may be performed prior to "building location approval" by Declarant or the Committee. "Building location approval" shall be determined at an on-site meeting. Prior to this meeting, the

Builder must set rough survey stakes showing the outline of the structure, the location of the proposed septic field, any trees to be removed, and the location of the Lot lines and all set-back lines. After tree clearing for the structures and the septic system is completed, the removal of any tree with a trunk diameter greater than five (5) inches DBH (diameter at breast height) must be approved by Declarant or the Committee, in its sole discretion.

C. Landscaping. All landscaping must be completed within six (6) months after the occupancy of the residence, including the replacement of any landscaping that does not survive initial and subsequent plantings. It shall not be necessary for the Lot Owner to obtain advance written approval from Declarant for any particular contractor to act as a landscape contractor. However, all landscaping designs shall be part of the "plan approval" process described in Section 2(A) above.

D. Fences. No freestanding fences, solid or living, may be erected, placed, or permitted on any Lot from the street to the front building line; provided, however, that an entrance gate, the design and construction material of which must be approved by Declarant or the Committee in writing, may be constructed. Fences not to exceed four (4) feet in height may be installed from the building line to the rear property line for safety, decorative and/or aesthetic value, only if first approved in writing by Declarant or the Committee in its sole discretion. Chain-link fences of any kind will not be permitted.

E. Driveways. All driveways must either be concrete, asphalt or brick, and must be installed within one (1) year of commencement of construction of the residence.

F. Signs. No advertising signs, billboards, or advertising banners will be permitted, erected, or maintained on any Lot. Signs offering the sale of Lots or residences in the Subdivision shall be limited to eight (8) square feet in area. All construction and realty signs shall be removed upon the occupancy of the residence or sale of the Lot or Lots to which they relate. In the case of signs erected for the purpose of resale of Lots or residences, the same shall be removed at such time as the Lot or residence offered for sale is sold or is taken off the market.

G. Mailbox Bank. The Subdivision shall have one or more common area mailbox banks, so no Lots shall have their own mailboxes, mailbox stands or posts for U.S. mail delivery; provided however, that inconspicuous containers or receptacles for the delivery of packages to homes shall be permitted.

H. Re-grading. No grading, re-grading, filling or excavation of any Lot that affects drainage or construction work on any building shall be performed by any Owner, builder or contractor prior to receiving written approval for such grading, re-grading, filling or

excavating from Declarant or the Committee. No Owner shall disturb or interfere with the flow patterns of storm water or surface water on its Lot or in any part of the Subdivision.

I. Vehicles. No recreational vehicle, motorhome, motorized RV, campervan, camper, trailer, or boat, may be parked on any portion of a Lot beyond a period of twenty-four (24) hours, unless completely enclosed in a garage or parked on a concrete or asphalt pad adjacent to the house. No dump truck or bus may be parked on any portion of a Lot beyond a period of twenty-four (24) hours, unless completely enclosed in a garage. Commercial vehicles under 10,000 lbs. owned or leased by a Lot Owner are permitted to be parked in the driveway of a Lot or on a concrete or asphalt pad adjacent to the house. Commercial vehicles not owned or leased by a Lot Owner are permitted on a Lot during the period of time during which they are necessary to perform specific duties. No abandoned or non-operational vehicle may be parked on a Lot beyond a period of twenty-four (24) hours, unless it is parked in a garage so as to be concealed from public view.

J. Trash. No rubbish, trash, garbage, recyclables, yard waste, or other waste material shall be kept or permitted on any Lot except in sanitary containers which shall be placed within enclosed areas so as to be concealed from public view, except when placed for collection.

K. Satellite Dishes. No ground-mounted satellite dish is permitted on any Lot in front of the rear line of any structure. If a ground-mounted satellite dish is installed, it shall be screened so as not to be visible from any adjoining Lots or from the street right-of-way.

L. Above-Ground Swimming Pools. No above-ground swimming pools are permitted.

M. Fuel Storage. All fuel storage containers on a Lot must be placed within the residence or underground, subject to all applicable local, state and federal laws and regulations.

N. Clothes Lines. No clothes lines or clothes poles or other devices or mechanisms for hanging clothes shall be maintained on any Lot, unless totally screened from both public view and neighboring lots.

O. Solar Panels. Any solar energy collection devices within the Subdivision shall be installed on residence buildings, and not ground-mounted.

P. Basketball Backboards. The placement of a basketball backboard on a garage wall or roof is not permitted, however basketball backboards may be mounted on freestanding poles.

Q. Uniform Lot Lamp Posts. Each Lot in the Subdivision shall have an outdoor electric lamp post, installed in conjunction with the construction of a home on the Lot. The lamp posts shall be of uniform design, chosen by the Declarant in his sole discretion. Each Lot Owner shall install, maintain, repair, and replace the lamp post located on its Lot, at the Lot Owner's sole expense.

6. Use Restrictions.

A. Local Regulations. Owners shall comply with all land use regulations of Portage County, Suffield Township and restrictions imposed by the Suffield Township Board of Zoning Appeals, where appropriate, and shall comply with all procedures required to obtain Portage County and Suffield Township approval for any proposed use.

B. Pets. No poultry or livestock of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other common household pets, provided they are not kept, bred or maintained for commercial or resale purposes.

C. Hazardous Substances. No Owner shall release, store, bury or permit the release, storage or burial of any hazardous substance on any Lot or Common Area. "Hazardous substance" and "release" shall have the meanings given them in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.) ("CERCLA"). No Owner shall permit the flow of toxic or hazardous substances or any other substance from such Lot into the surface water management system of the Subdivision.

D. Front-Yard Decorations. No yard ornaments or topiary bushes are permitted in any portion of the front yard of a Lot. Yard ornaments include but are not limited to: figures, sculptures, crystal balls, etc. Temporary or seasonal ornaments shall be permitted during the pertinent season (for example, Christmas decorations during the Christmas season, baby or graduation announcements, etc.).

E. Intentionally Deleted.

F. Subdivision Water Features. No Owner or any other person shall have access to or the right to use the Fire Pond shown on the Plat, any surface water retention or detention pond, or any other pond or basin located within the Subdivision for swimming, fishing, boating

or any other recreational use or purpose. Notwithstanding the foregoing, any portion of Wingfoot Lake that is Common Area may be used only in accordance with the Association's Rules & Regulations governing said use, and any portion of Wingfoot Lake that is part of a Lot may only be used with the prior written permission of the Owner of the Lot.

7. Easements.

A. Ingress and Egress. There shall be reserved or granted, as applicable, a non-exclusive easement upon, across, over and through any common areas, open space areas, or open spaces shown on the Plat (individually and collectively, "Common Areas"), any mailbox pull-off areas, the multi-use path to the adjacent elementary school ("Multi-Use Path"), and the cross access drive to the adjacent Ohio State Park ("Cross Access Drive") in favor of the Declarant, the Association, all Owners, and their respective guests, licensees and invitees for pedestrian and, as appropriate, based on intent and design, vehicular, ingress and egress to and from all of the various portions of the Subdivision. Notwithstanding the foregoing, said rights of ingress and egress shall not apply to or across any of the three islands located in Wingfoot Lake which are part of the Common Areas, but which may be the subject of exclusive rights granted pursuant to the provisions of Section 12(F)(vii) below. Additionally, notwithstanding the provisions of the first sentence of this Section 7(A), the Declarant and/or the Association may limit this right of ingress and egress by a subsequent amendment to this Declaration, or by the Rules & Regulations. An Owner shall have a non-exclusive easement for ingress to and egress from his Lot through any adjacent Common Area within the Subdivision. Additionally, a Lot Owner who has been granted exclusive rights to an island located in Wingfoot Lake within the boundaries of the Subdivision pursuant to the provisions of Section 12 (F)(vii) below shall have a non-exclusive easement for ingress to and egress from said island through any Common Area within the Subdivision, including but not limited to the portion of Wingfoot Lake located within the Subdivision.

B. Subdivision Entrance Landscape/Sign Easement Area. The Association is granted easements for placement of signage identifying the Subdivision and for related landscaped areas on Lot 1 and on Lot 42 as located and shown on the Plat ("Sign Easement Areas"). The Declarant, the Association and their respective representatives, agents, employees, and/or contractors are granted easements for the purpose of installing, constructing, maintaining, repairing, altering, restoring and/or replacing signage and landscaping within the Sign Easement Areas. Easements are granted to the Declarant, the Association and their respective representatives, agents, employees, and/or contractors, to cross over any Lots reasonably necessary to gain access to the Sign Easement Areas.

C. Construction, Alteration, Etc. There shall be reserved or granted, as applicable, a non-exclusive easement upon portions of the Common Areas within the Subdivision necessary for the construction, alteration, rebuilding, restoration, maintenance and repair of any improvements within or serving the Subdivision, and a non-exclusive easement upon portions of each Lot in favor of each neighboring Owner, the Declarant, and the Association as are necessary for the construction, alteration, rebuilding, restoration, maintenance and repair of any improvements. In the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any residence building or other improvement in the Subdivision. Any party benefiting from this easement shall indemnify and hold harmless the Declarant, the Association, and each Owner from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' fees, resulting from any activities undertaken pursuant to this easement, and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

D. Maintenance. There shall be reserved or granted, as applicable, a non-exclusive easement in favor of the Declarant, the Association, and their respective representatives, agents, employees, and/or contractors to enter upon any Lot for (i) maintenance of landscaping, mowing, removing, or pruning stumps and unsightly vegetation in connection with Section 5 above; and (ii) removing trash and debris in order to maintain reasonable first-class standards of health, safety, and appearance, provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform such actions unless otherwise provided herein.

E. Drainage Easements. Easements for drainage are declared to exist throughout the Subdivision by virtue of grades, swales, depressions, wetlands, fire ponds, stormwater management areas, storm sewer easements and/or surface water detention or retention basins shown on or described in the Plat, or the Subdivision improvement plans approved by the appropriate authorities or agencies of Suffield Township, Portage County, and/or the Portage County Soil and Water Conservation District, including without limitation the Best Management Practices (BMP) for Surface Water Management System for the Subdivision, and the associated Maintenance Plan Map (collectively, "Surface Water Management Plans"). Such Surface Water Management Plans are incorporated herein by reference. Easements are granted to the Declarant, the Association, any drainage ditch maintenance authority or fire department and their respective representatives, agents, employees, and/or contractors, to cross over any Lots reasonably necessary to gain access to drainage ditches, swales, wetlands, fire ponds, stormwater management areas, storm sewer easements, and/or surface water detention or retention basins and to inspect and maintain the same. There shall be reserved or granted, as applicable, a non-exclusive easement in favor of the Declarant, each Owner, and the Association to utilize drainage ditches, swales, wetlands, fire ponds, stormwater management areas, storm sewer easements, and surface water retention or detention

basins, located in and upon Common Areas within the Subdivision for the drainage of surface waters in the Subdivision. The Declarant and, subsequently the Association, shall have the right to grant easements for the inspection, installation and/or maintenance or repair of surface water or storm water drainage systems or appurtenances to any governmental authority having jurisdiction with respect thereto. No structures, including, driveways, plantings or other materials, shall be placed or permitted to remain within any such drainage easements that may change, retard or increase the flow of water through a drainage easement.

F. Fire Pond Easements. Declarant reserves for itself, for the Association and for the Suffield Township Fire Department, or any of their respective successors or assigns, an easement to use the water in the Fire Pond shown on the Plat, as well as an access easement to permit ready access to the Fire Pond and the Dry Hydrant shown on the Plat or the Subdivision improvement plans approved by the appropriate authorities or agencies of Suffield Township and/or Portage County. If not as a result of any acts on the part of any Owner, it may ever become necessary to dredge the Fire Pond in order to maintain its volume of water, such dredging shall be the responsibility of the Association. The Declarant, and subsequently the Association, may install and maintain a fountain in the Fire Pond, and provide the electricity and maintenance for such fountain. This right to install and maintain a fountain includes the right to run a subsurface electric line to the fountain, and easements are granted or reserved within the Subdivision for all the foregoing purposes.

G. Private Utility Easements. There shall be reserved or granted, as applicable, non-exclusive ten-foot (10')-wide easements on each side of the dedicated roadways within the Subdivision, located on the front of the Lots (as shown on the Plat) ("Utility Easements") in favor of the Declarant, the Association, appropriate utility and service companies including but not limited to Ohio Edison Company, Enbridge (Dominion Energy), Charter Communications (Spectrum), and AT&T, and governmental agencies or authorities, and their respective representatives, agents, employees, and/or contractors for the purpose of installing, operating, maintaining, and servicing pole lines, underground cables and conduits, and providing electric power service, cable television, telephone, natural gas, security systems, etc., and for the continued use, maintenance and service of all utilities now or hereafter serving the Subdivision. Structures which may be installed, constructed, repaired, removed, replaced and maintained in, on, and through said Utility Easements include but are not limited to all incidental appurtenances such as guys, conduits, poles, anchors, transformers, pad-mounted transformers, pads, handholds, etc. Except for driveways, no other structures, improvements, plantings, or other materials, shall be placed or permitted to remain within any of the foregoing Utility Easements that may change or restrict access to the private utility installations. The easement rights reserved or granted herein include the right, without liability therefore, to remove trees and landscaping including without limitation lawns, flowers or shrubbery within said Utility Easements which interfere with any of the rights granted herein.

Easements are granted to the Declarant, the Association, and any public utility company and their respective representatives, agents, employees, and/or contractors, to cross over any Lots reasonably necessary to gain access to the Utility Easements, and to install, construct, inspect, maintain, repair, replace, modify, and alter and maintain the same. In addition, a ten (10)-foot wide utility easement along the north side of the Cross Access Drive (as shown on the Plat) is granted to Ohio Edison Company to furnish electric power service to the Ohio State Park adjacent to the Subdivision, and for the continued use, maintenance, and servicing of the same.

H. Sewer Easements on Lots 1 and 42. Twenty-five foot (25') by twenty-five foot (25') storm sewer easements ("25'by25' Easements") are reserved on Lot 1 and Lot 42 as shown on the Plat. The purpose of said easements is for the long-term access and maintenance of the twin culverts, headwalls and associated ditches beneath and along the north/south sides of Lakeview Drive within the Subdivision. Easements are granted to the Declarant, the Association, and any drainage ditch maintenance authority and their respective representatives, agents, employees, and/or contractors, to cross over any Lots and Sign Easement Areas reasonably necessary to gain access to the 25'by25' Easements, and to inspect, mow, grade, clean, modify, maintain, repair and replace the same.

I. Easements on Lakefront Lots. Declarant on behalf of itself and the Association reserves a fifteen-foot (15') easement from the then existing water's edge over and across a portion of each of the Lakefront Lots (as defined in Section 3(B) above. for any and all purposes consistent with the rights and obligations of the Declarant and the Association hereunder, including but not limited to, maintenance and repair of the Lake.

J. Agents, Employees, Etc. Notwithstanding anything to the contrary, the easements and associated rights granted to the Declarant or Association pursuant to this Declaration shall extend to their respective representatives, agents, employees, contractors, subcontractors, successors, and assigns.

K. Scope of Easements and Dedication of Roadways and Utilities. As the improvements located within the Subdivision under the easement rights granted in this Declaration become definable within specific areas, the Declarant or the Association shall have the right, but not the obligation, to: (i) limit such easements to specific areas and purposes, and record documents releasing the balance of the Subdivision from the burden of such easements; and/or (ii) record an updated plat or other document setting forth the specific areas subject to such easements; and/or (iii) dedicate to public or private use specific areas and improvements within the Subdivision to meet the requirements of any public authorities having jurisdiction over the same. Such rights may be exercised

without obtaining the consent or approval of Owners or other parties for whose benefit the easement rights are granted or reserved.

L. Easements to Run with the Land. All easements, restrictions and rights described in this Declaration and/or shown on or described in the Plat are appurtenant to the Subdivision, including the Lots, and Common Areas in the Subdivision, and shall run with said lands, and shall perpetually and at all times inure to the benefit of and be binding upon the Declarant, its successors and assigns, the Association, Lot Owners, and any party having an interest in any portion of the Subdivision.

8. Homeowners' Association.

A. Membership. All Owners shall be members ("Members") of the Wingfoot Estates Homeowners' Association Inc., an Ohio nonprofit corporation ("Association"). The Association shall be an "Owners Association" within the meaning of Chapter 5312 of the Ohio Revised Code, and shall be governed by said Ohio Planned Community Law. Each Owner shall be subject to the Bylaws of the Association attached hereto as Exhibit B ("Bylaws"), and subject to all rules, regulations, ("Rules & Regulations"), assessments and contractual obligations of the Association which may be established or enacted by the Association's Board of Directors. Each Owner shall have one (1) vote for each Lot owned by such Owner in all matters requiring approval of the Owners, whether such approval is required pursuant to this Declaration the Bylaws, or the Rules & Regulations of the Association enacted by its Board of Directors.

B. Declarant Control. The Association shall be established by the Declarant no later than the date upon which the first conveyance of a Lot in the Subdivision occurs. Notwithstanding anything to the contrary, Declarant shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association ("Declarant Control") until such time as the Declarant elects to relinquish said voting right, which relinquishment shall take place not later than the date on which the Declarant ceases to own the fee simple title to at least one of the Lots in the Subdivision. During the time of Declarant Control, the Declarant or Declarant's designee may appoint, elect and/or remove members of the Board of Directors of the Association. At such time as Declarant elects to relinquish Declarant Control, each Member shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action, and the Members of the Association shall elect an interim Board of Directors comprised of the number of members set forth in the Bylaws, who shall serve until the initial annual meeting of the Members. At such time as the interim Board of Directors is established by vote of the Members of the Association, the Association shall succeed to all rights and obligations of the Declarant under this Declaration, except Declarant's rights under Section 12(F), which Declarant shall retain.

C. Bylaws. The operation of the Association shall be governed by the Bylaws attached hereto as Exhibit B and incorporated herein by reference.

D. Ohio Planned Community Law. The Ohio Planned Community Law (Chapter 5312 of the Ohio Revised Code) establishes a uniform framework In Ohio for the operation and management of planned communities like the Subdivision, and supplements this Declaration. In the event of a specific conflict between the express requirements or restrictions in this Declaration and the Ohio Planned Community Law, this Declaration shall control. The Ohio Planned Community Law shall control if this Declaration is silent with respect to any provision of the Ohio Planned Community Law.

9. Assessments.

A. Covenant to Pay Assessments. Declarant, for each Owner of a Lot within the Subdivision, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association annual assessments or charges and special assessments for capital improvements, such assessments and charges to be established and collected by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien on the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person or persons who are the titleholders to such Lot or if an entity, the personal obligation of the owners of the entity in title at the time the assessment falls due. If title is held in trust, the assessments, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the primary beneficiaries of the trust. Personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but the assessments shall continue as a charge on the Lot conveyed to the successor in title.

B. Purpose of Assessments. The assessments levied by the Association shall be used to operate and maintain the Association and to promote the health, safety and welfare of the Owners in the Subdivision. Without limiting the foregoing, assessments shall be levied and used for: the improvement, maintenance (including without limitation, mowing, trimming, landscaping, etc.), repair and replacement of the Common Areas and other areas of the Subdivision as described in Section 9(G) below; the fees and expenses of property managers, professionals hired to assist and counsel Declarant, the Association, or the Association's Board of Directors, or Officers; for insurance for the

Association, its governing body, agents and employees; for utilities such as electricity for lighting at the Subdivision entry sign or electricity or lighting related to the fountain in the Fire Pond; and to fund and pay other duties, obligations, costs, expenses, and liabilities of the Association as described in this Declaration.

C. Rates of Assessments. Except as provided in Section 9(D) below, all Assessments shall be fixed at a uniform and equal rate for all Lots. In the event that any Lot shall be jointly owned by two (2) or more Owners, all such Owners shall be treated collectively as one (1) Owner for purposes of determining the share allocated to such Lot hereunder. Assessments may be collected on a monthly basis, annual basis, or other reasonable basis, as determined by the Association.

D. Commencement of Payment of Assessments. Lots owned by Declarant shall not be subject to any Assessments until occupied residences have been constructed on them. Lots owned by Builders shall not be subject to any Assessments until the earlier of: the date that construction has been commenced to build a residence on the Lot, or one (1) year from the date of the conveyance of the Lot to the Builder. Lots owned by an Owner other than Declarant or a Builder shall not be subject to any Assessments until the earlier of: the date of occupancy of a residence built on the Lot, or one (1) year from the date of the conveyance of the Lot to the Owner.

E. Interest on Assessments. Any assessments not paid within thirty (30) days after the date due shall bear interest thereafter at the prime rate as reported in the Wall Street Journal plus two percent (2%) per annum, and shall include costs and reasonable attorneys' fees incurred in collection. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in accordance with the laws of the State of Ohio. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the Lot.

F. Commencement of Assessments. The Association's responsibility and obligation to collect assessments and maintain the Common Areas and other areas set forth in the following Section 9(G) shall commence as of the date of creation of the Association. Prior to such date, maintenance of any Common Areas shall be the responsibility of Declarant.

G. Maintenance of Common Areas. The Association shall provide for the maintenance and repair of all Common Areas, the Sign Easement Areas, the Multi-Use Path, the Fire Pond and Stormwater Management Areas, the Cross Access Drive, any mailbox pull-off areas, and any other non-Lot areas or common elements serving all or any portion of the Subdivision. In furtherance thereof, Declarant, for each Owner of a Lot within the Subdivision, hereby grants to the Association, its agents, employees, and contractors, such easements of access to all Common Areas, as shall be required for the purpose of carrying out the maintenance and repair thereof. Notwithstanding the foregoing, the Association's obligations to maintain and repair the three islands in the portion of Wingfoot Lake located within the Common Areas of the Subdivision shall be

subject to the terms and provisions of any Exclusive License Agreements entered into pursuant to Section 12(F)(vii) below, including without limitation, provisions regarding maintenance and repair of the islands.

H. Inapplicability of Section 12(G). Notwithstanding anything herein to the contrary, the Arbitration provisions of Section 12(G) shall not apply to claims, disputes or matters in question or controversy related to or arising from assessments levied by the Association, the filing of liens therefore, or the foreclosure of such liens.

10. Remedies. The remedies described in this Section 10 shall be in addition to any other remedies provided for in this Declaration or by the laws of the State of Ohio, including without limitation, Chapter 5312 of the Ohio Revised Code (which provides for among other remedies, individual Lot assessments, costs or charges for damages, enforcement assessments, etc.).

A. Correction of Violations. Declarant, and subsequently the Association, shall provide written notice to any Owner whose Lot is in violation of this Declaration. The Owner shall have fifteen (15) days from receipt of written notice to take reasonable steps to correct the violation. If reasonable steps have not been taken toward the alleviation or termination of the violation within said fifteen (15) days, Declarant shall have the right, through agents and employees, to enter the Lot for the purpose of taking such steps as are necessary to abate and/or remove the violation. The Owner of the Lot in violation shall pay all costs incurred by Declarant in abating and/or removing the violation, including, without limitation, reasonable attorneys' fees and expenses, within fifteen (15) days of receipt of an invoice for same from Declarant. Beginning on the sixteenth (16th) day after receipt of such invoice, the outstanding balance of the costs incurred shall thereafter accrue interest at the prime rate as reported in the Wall Street Journal plus two percent (2%) per annum, until paid.

B. Lien. Declarant, and subsequently the Association, shall have a perpetual lien upon the Lots to secure, as to any specific Lot, the payment of assessments levied pursuant to Section 9 above and costs incurred by the Declarant or Association in maintaining any specific Lot, and such costs shall also be the personal responsibility of the Owner, other than Declarant (and the joint and several obligation of all parties comprising an owner, if applicable) as of the time the assessment or costs come due pursuant to Section 9 and Section 10(A), respectively. If default in payment continues for a period of forty-five (45) days after the same shall become due and payable, Declarant shall have the right to declare the entire balance of such assessments or costs and any interest thereon to be immediately due and payable and may cause a "Notice of Lien" to be filed with the Portage County Recorder. Such lien shall remain valid for ten (10) years from the time of filing thereof, unless extended or unless sooner released or satisfied in the manner provided by law or discharged by the final judgment or order of the court in an

action brought to discharge such lien as hereinafter provided. In the event any such costs are not paid when due, the Declarant or the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above described lien or otherwise, and in such event shall also be entitled to recover and enforce against each Lot a lien for its costs and expenses, including attorneys' fees.

C. Priority of Declarant's or Association's Lien. The lien of Declarant and subsequently the Association may be foreclosed in the same manner as a mortgage on real property in an action brought by Declarant or the Association, as appropriate. In any such foreclosure action, Declarant or the Association shall be entitled to become a purchaser at the foreclosure sale. Sale or transfer of any Lot shall not affect the Declarant's or Association's lien. No sale or transfer shall relieve such Lot from liability for any costs thereafter becoming due or from the lien thereof.

D. Negligence of Owner. An Owner shall be liable to and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of said Owner, and family members, agents, invitees, and contractors of said Owner, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a residence building or any structures or improvements on a Lot, or of the Common Areas in the Subdivision.

E. Court Enforcement. Declarant and subsequently the Association shall have the right to have any breach of the covenants and restrictions contained herein enjoined by order of any court having jurisdiction, and the right of specific performance with respect to the provisions of each such covenant or restriction.

11. Amendment. This Declaration may be amended only as follows:

A. Addition or Deletion of Real Property. So long as Declarant owns at least one (1) Lot in the Subdivision, this Declaration may be amended by an instrument in writing signed by Declarant for the purpose of: a) adding real property to the Subdivision, which shall then be subjected to the provisions of this Declaration; or b) deleting real property from the Subdivision, which shall then not be subject to the provisions of this Declaration; or c) modifying or adjusting the boundary lines of Lots or Common Areas, including without limitation, creating additional Lots from portions of Common Area, or adding portions of Common Area to existing Lots. Additionally, the Declarant reserves the right to convey exclusive rights to the three (3) islands located within the boundaries of the

Subdivision in Wingfoot Lake (which is Common Area) to one or more Lot Owners pursuant to the provisions of Section 12 (F)(vii) below.

B. Amendment by Declarant. So long as Declarant owns at least one (1) Lot in the Subdivision, Declarant reserves the right to add to, modify or waive any or all of the covenants or restrictions set forth herein, and the right to add to, modify or waive any or all of the covenants or restrictions set forth herein as to any individual Lot or as to all Lots, as Declarant, in its sole discretion, deems advisable.

C. Other Amendments and Termination. In the event Declarant does not own any Lot in the Subdivision, this Declaration may be amended or terminated for any reason by written instrument signed by Owners owning, in the aggregate, at least thirty (30) Lots.

Any amendment shall become effective from and after the date of filing with the Portage County Recorder of an instrument stating the amendment and signed with the formalities required by law for recording by either (i) Declarant, in the case of amendment pursuant to Subsection 11(A) or 11(B), or (ii) the requisite number of Owners in the case of amendment pursuant to Subsection 11(C).

12. Miscellaneous Provisions.

A. No Waiver. No covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

B. Lot Division. Unless otherwise specifically provided in this Declaration, no Lot shall be further divided, nor shall any portion less than the whole Lot be conveyed, either voluntarily or involuntarily, without prior approval of Declarant, Suffield Township and the Portage County Planning Commission.

C. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

D. Application of Zoning Code. In the event that the local zoning code or other governmental regulation is more restrictive than this Declaration with regard to matters addressed herein, the local zoning code or applicable regulation shall control and zoning board approval may be required; otherwise the provisions of this Declaration shall control.

E. Covenants Binding on Owners. The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration shall be deemed to be covenants running with the Subdivision and each Lot therein, and not conditions, and shall bind Declarant, the Association and all Owners, their respective heirs, executors, administrators, personal representatives, successors and assigns. This Declaration shall create privity of contract and/or estate with and among all Owners of any part of the Subdivision and/or any Lot therein, and their heirs, executors, administrators, personal representatives, successors and assigns. It is understood and agreed that the covenants, rights, terms, reservations, limitations, agreements and restrictions herein are part of a uniform plan of development for the Subdivision as a whole, and the recording of this Declaration shall be constructive notice to any present or future Owner or Owners of any interest in the Subdivision and/or any Lot therein of the terms of this Declaration, whether or not specific reference is made in the deed or instrument of transfer to such Owner or Owners. By the acceptance of a deed or other instrument of conveyance, the Owner accepting such instrument automatically thereby consents to and approves of this Declaration and any amendments thereto and agrees to be bound by its provisions.

F. Reservations by Declarant.

i. The Declarant reserves the right and easement for itself and owners of nearby lands to whom the Declarant, in the Declarant's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace any common lines, wires, cables, pipes, utilities, facilities, drainage and surface water improvements, fire ponds, open spaces, multi-use paths, amenities, and rights-of-way in, on, or over any portion of the Subdivision that will not materially interfere with the use of a residence or other improvement thereon, in connection with the development and/or operation of the Subdivision. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement has been granted.

ii. The Declarant hereby reserves the right to grant or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, wires, cables, pipes, utilities, facilities, drainage and surface water improvements, wires and rights-of-way in, on, or over any part of the Subdivision, or any part thereof that will not materially interfere with the use or operation of a building or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

iii. The Declarant reserves the right to enter into covenants and easements with any utility or public authority that the Declarant believes, in its sole discretion, to be in the best interests of the improvement of the Subdivision.

iv. No party shall record any covenants or restrictions affecting the Subdivision without the Declarant's prior written consent thereto, and any attempted recordation thereof shall be null and void.

v. The Declarant hereby reserves the right, in its sole discretion at any time, to waive any or all of the foregoing provisions, covenants, conditions or restrictions in respect of all or any portion of the Subdivision, provided that, any such waiver shall be effective only at such time as Declarant shall have executed and caused to be filed in the Portage County Recorder's Office a written instrument setting forth the nature and scope of any such waiver together with any conditions associated therewith.

vi. The Declarant reserves the right to transfer the rights and responsibilities reserved to Declarant hereunder to any other person or legal entity by written instrument recorded at the Portage County Recorder's Office which shall give the transferee the right to enforce the provisions of this Declaration.

vii. The Declarant reserves the right to grant, convey and assign exclusive rights to enjoy, occupy, use, and maintain one or more of the three (3) islands located within the boundaries of the Subdivision in Wingfoot Lake (which is Common Area) to one or more Lot Owners. Said rights shall be granted by Declarant in an Exclusive License Agreement detailing the terms and conditions of the grant of said rights, which Exclusive License Agreement shall be recorded in the Portage County Recorder's Office.

G. Arbitration. Unless otherwise provided in this Declaration, including without limitation the provisions of Section 9(H), any claim, dispute or other matter in question or controversy arising out of this Declaration or relating thereto, shall be subject to and decided by binding arbitration ("Arbitration"). In the event such dispute arises, demand for Arbitration shall be filed in writing with the other party in accordance with this Declaration. The parties shall select an arbitrator ("Arbitrator"). The Arbitrator shall be experienced in residential subdivision, planned community, or homeowners' association matters. A demand for Arbitration shall not be made after the date when institution of legal proceedings based on such dispute would be barred by applicable statutes of limitations. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law. Unless made part of the Arbitrator's award, the fees of the Arbitrator shall be shared equally by the parties.

If any party commences litigation in violation of this arbitration provision, such party shall reimburse the other parties in the litigation for their costs and expenses,

including reasonable attorneys' fees, incurred in seeking abatement of such litigation and enforcement of Arbitration.

In any Arbitration proceeding between the parties:

- i. All applicable claims, causes of action, remedies and defenses that would be available in court as limited by this Declaration shall apply;
- ii. The parties shall be entitled to conduct reasonable and necessary discovery;
- iii. The Arbitrator shall render a written award, and, if requested by any party, a reasoned decision and award; and
- iv. Testimony may be presented by way of deposition.

H. Duration. This Declaration and the covenants and restrictions set forth herein shall remain binding from the date of the filing of this Declaration for record in the Portage County Recorder's office and for fifty (50) years thereafter, subject to termination pursuant to Section 11(C) above, and shall automatically be extended for successive five (5)-year periods thereafter unless on or before the expiration of any one (1) such extension period the owners of a majority of the Lots shall by written instrument, duly recorded, declare a termination of the same.

I. Non-Liability. Declarant's officers, members, employees, agents and representatives shall NOT be personally liable for any action or inaction by Declarant with respect to any provision of this Declaration.

J. Section Headings; Gender; Terminology. All section headings and the use of a particular gender are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof. Wherever appropriate, the term "Declarant" shall mean the Association as successor to the Declarant, unless it is clear that the term "Declarant" is intended to mean only the Declarant.

K. Notice. Any notice to be delivered to an Owner hereunder shall be deemed received when mailed, postage prepaid, to the last address of such Owner as such address appears on the records of the Portage County Auditor.

L. Plat. The terms and provisions of the Plat are hereby incorporated herein by reference. To the extent any provisions of this Declaration and those of the Plat are inconsistent with each other or create ambiguity when read together, the terms and provisions of this Declaration shall govern and control, unless the issue concerns the exact physical location of a Subdivision feature or component within the Subdivision.

Declarant, through its duly authorized officer, hereby executes this Declaration of Covenants and Restrictions for Wingfoot Estates Subdivision as of the date first above written.

DECLARANT: WINGFOOT DEVELOPMENT,
LLC, an Ohio limited liability company

By: _____

Name: John Smith

Title: Member

STATE OF OHIO)
) ss:
COUNTY OF PORTAGE)

This is an acknowledgement clause; no oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared Wingfoot Development, LLC, an Ohio limited liability company, by John Smith, a Member, who acknowledged that he did execute the foregoing and that the same was his free act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2024.

Notary Public

This instrument prepared by: Jay P. Porter, Jay Porter Law, Ltd., 312 Inverness Road, Akron, OH 44313.