ADVANTAGE PARK

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ADVANTAGE PARK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and adopted effective as of the 19th day of July, 1995 by Advantage Properties ("Owner"), an Ohio general partnership, whose chief executive office is at 5030 Advantage Drive, Toledo, Ohio 43612.

WHEREAS, Owner is the owner in fee simple of Lots 2 and 3 in Advantage Park, a subdivision in the City of Toledo, Lucas County, Ohio, as per plat thereof recorded at Volume 137, Pages 12 and 13 of the Lucas County, Ohio Plat Records ("Property").

WHEREAS, the Owner desires to establish a general plan for the development, use and maintenance of the Property as a first-class, high quality business park and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Property attractive for its intended purposes and will protect present and future owners of land within the Property in their enjoyment and use of the Property for said intended purposes.

WHEREAS, the term "Lot" as used in this Declaration means any legally separate and distinct parcel of real estate within the Property, whether now existing or hereafter created.

NOW, THEREFORE, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, Owner does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Property and all lands comprising the Property, shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the following covenants, conditions and restrictions:

ARTICLE I
Use of Land; Location of Buildings and Improvements

1.1 Use Restrictions. The Property shall be developed, improved, maintained and used as a first-class, high quality business park known as Advantage Park. In particular, no building shall be erected and no portion of the Property shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other
governmental laws, statutes, regulations, ordinances, codes and regulations, as amended from time to time (the "Codes").

1.2 Building Setback Lines. No building or structure or any part thereof shall be erected, placed or maintained on any Lot in violation of any setback requirements, building lines or front, rear or side yard requirements prescribed by the Codes or by any plat(s) of the Property. No portion of any Lot nearer to any street than the minimum required front, rear or side yards or setback lines shall be used for any purpose other than that of a lawn; provided, however, that this restriction shall not be construed to prevent the use of such portions of Lots for walks, drives, parking areas, trees, shrubbery, flowers, flower beds, ornamental plants and advertising signs or other structures which shall first have been approved as provided under Article II hereof; and provided further, that the depth of the landscaping strip between any parking area and public right-of-way shall be not less than one-half (1/2) of any building setback line prescribed by the Codes or by any plat of the Property.

1.3 Building Heights. No building shall be constructed on any Lot which exceeds the maximum height permitted by the Codes.

1.4 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located at the Property shall be underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Property.

1.5 Signs or Advertising. No billboards, advertising signs or other signs and displays except for a sign identifying the name, business and product of the firm occupying a particular Lot and of a size, shape, color and illumination meeting the requirements of this paragraph 1.5 and of Article II hereof shall be erected, placed or maintained on any Lot or on any building or other structure located within the Property. The Architectural Control Committee established pursuant to Article II hereof may, in its discretion, establish uniform standards of size, shape, color and illumination for all such signs and displays within the Property.

1.6 Loading Docks. All loading docks shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street, sidewalk, or off-street parking area when in the process of loading or unloading. In addition, no loading docks shall be placed on or along the front elevation of any building or structure located on any Lot. Loading dock areas must be screened in such manner and with such materials and landscaping as are approved by the Architectural Control Committee under Article II hereof.
1.7 Trash Burners. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be permitted on or on the Property without the prior approval of the Architectural Control Committee established pursuant to Article II hereof.

1.8 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully and attractively screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof. In this regard, it is understood that outside storage will be strongly discouraged by the Architectural Control Committee.

1.9 Accessory Structures. No outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes, communications towers and other rooftop or outside accessory units or structures shall be installed unless first approved by the Architectural Control Committee pursuant to Article II hereof. If approved, such facilities, units or structures shall be fully and attractively screened in such manner and with such materials as are stipulated by the Architectural Control Committee.

1.10 Emissions. No portion of the Property shall be used in any manner which subjects adjacent Lots to offensive noise, odors or emissions, except during and in connection with the construction or rehabilitation of improvements at the Property.

1.11 General Maintenance. Each owner of any Lot shall keep its land, buildings, improvements and appurtenances thereon in a safe, neat, clean and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health, police and fire requirements. Notwithstanding any other provisions of this Declaration, all of the Lots within the Property shall be maintained in a first-class, high quality manner, consistent with the standard for the Property as set forth in the recitals, in paragraph 1.1 hereof, and in Article II hereof.

1.12 Drainage. Each owner of a Lot shall provide adequate drainage facilities, including storm water detention, in accordance with (a) any plans approved by the Lucas County Engineer, (b) the existing storm sewer system and topography, (c) any plat(s) of the Property, and (d) such methods as may be prescribed by the Architectural Control Committee pursuant to Article II.

1.13 Lot 1 Not Included. This Declaration does not affect or encumber Lot 1 in Advantage Park, a subdivision in the City of Toledo, Lucas County, Ohio, and the owner of Lot 1 shall not in any manner be bound by any of the covenants, conditions and restrictions set forth herein. No owner of any Lot shall have any rights against the owner of Lot 1 for the violation of any of the
covenants, conditions and restrictions set forth in this Declaration.

ARTICLE II

Approval of Plans

2.1 Architectural Control Committee: Submission of Plans. The plans, drawings and specifications ("Plans and Specifications") for all buildings, structures and other improvements (including, but not limited to, signs, advertising displays, drainage systems, fences, walls, driveways, hedges and other enclosures) to be constructed, reconstructed, enlarged or rehabilitated at or within the Property shall be submitted for examination to the Advantage Park Architectural Control Committee (the "Architectural Control Committee"), and written approval of the Architectural Control Committee to the Plans and Specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any Lot and before any material addition, change or alteration may be made to any building or other structure then situated on a building site. The submitted Plans and Specifications shall be prepared by a competent architect or engineer and shall show (a) the size, location, type, architectural design, quality, use, construction, material and color scheme of the building, structure, improvement, addition, change or alteration, (b) the grading and landscaping plan for the Lot, including, where applicable, an underground irrigation system, (c) the lighting plan for the Lot, (d) the signage plan and details, including materials, colors and method of construction, and (e) the finished grade elevations for the Lot. The number of sets of such Plans and Specifications to be furnished to the Architectural Control Committee shall be not less than the number of members of the Architectural Control Committee from time to time. The Architectural Control Committee shall approve, reject or approve with modifications all Plans and Specifications within 30 days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than 3 members and not more than 5 members, and shall be designated and appointed by the Association (as hereinafter defined) from time to time. Members of the Architectural Control Committee need not be members of the Association. The number of members and voting rights of members shall be determined by the Association.

2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed Plans and Specifications as herein set forth, the Owner intends to assure the development of the Property as a high quality, architecturally harmonious and desirable business park, with all buildings and structures to be constructed in such architectural styles, of such materials and
colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the Property as a whole. In approving or withholding its approval of any detailed Plans and Specifications as submitted, the Architectural Control Committee shall have the right to consider the compliance of the proposed building, structure, improvement, addition, change or alteration with this Declaration; the suitability of the proposed improvement and of the materials of which it is to be built to the Lot upon which it is proposed to be erected or added; the appropriateness and harmony of the improvement contemplated in relation to improvements on contiguous or adjacent Lots and in relation to the general plan for the development of the Property; its architectural merits; the effect of the proposed improvement on the outlook from adjacent or neighboring Lots; the extent to which its location, configuration and landscaping preserve the natural attributes (including any trees thereon) of the Lot; and such other matters as may be deemed to be in the interest and to the benefit of the owners of Lots in the Property as a whole.

2.4 Establishment of Grades. The Architectural Control Committee shall have the right to establish grades, slopes and swales on all Lots and to fix the grade at which any building, structure or improvement shall hereafter be erected or placed thereon, so that the same may conform to the general plan for the development and use of the Property. Notwithstanding anything else contained herein, any structure built or constructed upon a Lot shall be erected at an elevation of not less than one foot higher than the 100-year flood level.

2.5 Landscaping. All landscaping shall be fully installed and completed, pursuant to landscaping plans approved by the Architectural Control Committee as part of the Plans and Specifications, not later than 180 days following the date of occupancy of any building, structure or addition. All landscaping material and design must conform with any master landscaping plans which the Architectural Control Committee may adopt. If any landscaping installed pursuant to this paragraph 2.5 is destroyed, whether by natural or man-made causes, such landscaping shall be promptly replaced with landscaping which, in the judgment of the Architectural Control Committee, is of the same or higher quality.

2.6 Construction in Violation of Approved Plan. In all instances where Plans and Specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval, there shall be any variance from the approved Plans and Specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

2.7 Waiver of Restrictions. Each Lot owner, by acceptance of a deed to a Lot at the Property, agrees and consents
for itself and for its heirs, executors, administrators, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, location of natural features such as trees, or topography of any Lot is such that a strict construction or enforcement of any provision of this Declaration would work a hardship, the Architectural Control Committee may, in writing, grant waivers from this Declaration as to such Lot.

2.8 Architectural Control Committee Not Liable for Determinations. Although the Architectural Control Committee is granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the Owner does hereby for itself, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, assigns and successors in the ownership of all of the Lots at the Property, release and forever discharge the Architectural Control Committee and its successors and assigns, from any claims they may have against the Architectural Control Committee and its successors and assigns arising out of the exercise by the Architectural Control Committee or its successors and assigns of such discretion and such rights of approval, disapproval and interpretation and/or for the failure of the Architectural Control Committee or its successors and assigns to exercise such discretion, rights of approval, disapproval and interpretation.

2.9 Application Fees. The Architectural Control Committee at its option may require that the Plans and Specifications for any construction, reconstruction, rehabilitation, addition or alteration be accompanied by an application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans and Specifications. Initially, the application fee shall be $100.00, and such fee may be reasonably increased by the Architectural Control Committee from time to time.

2.10 Sidewalks. It is the duty of the owner of each Lot within the Property, at the expense of each such owner, to keep and maintain the sidewalks/bikeways/walkways located on and adjacent to such owner's Lot in a good and clean manner and to clear the aforesaid sidewalks/bikeways/walkways of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereon, and each such owner shall indemnify and hold the City of Toledo harmless from any liability to any person resulting from such owner's neglect, failure or refusal in performing said duty.

ARTICLE III

The Association

3.1 Membership and Powers. There is hereby created by the Owner, who owns all of the Lots comprising the Property at the present time, the Advantage Park Owners' Association (the
"Association"). The members of the Association shall be the owners, from time to time, of all of the Lots within the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the Lots within the Property.

3.2 Association Powers and Rights. The Association shall have the following powers and rights:

(a) to promulgate rules and regulations, from time to time, limiting, regulating and controlling the use, enjoyment and operation of the facilities and improvements under its control;

(b) to appoint the members of the Architectural Control Committee, in accordance with paragraph 2.2 hereof;

(c) to enforce all provisions hereof within the Property and all regulations which the Association may promulgate with respect to any and all of the facilities and improvements under its control;

(d) to collect assessments (annual and special) and disburse and dispose of funds as herein provided;

(e) to prepare or cause to be prepared, on an annual basis, estimated budgets and determinations of the method of payment of assessments (annual and special);

(f) to keep a full and correct set of books of account, and to make said books of account available for inspection by any Lot owner or Lot owner's representative at reasonable times during normal business hours;

(g) to prepare annual financial statements;

(h) to improve, maintain, alter, repair, replace and remove any and all landscaping, signs, fences, trees, grass, equipment and Drainage Facilities (as hereinafter defined) located within the
public right-of-way at the Property and/or within any reserved easements at the Property, and to contract in whole or in part for such services and activities;

(i) to maintain any necessary directors' and officers' liability insurance or similar liability insurance with respect to the Association and/or the Architectural Control Committee; and

(j) to take any and all such other actions as may be reasonably necessary to carry out the powers and rights set forth in this paragraph 3.2 or assigned or delegated to it.

(k) to conduct meetings on a regular basis and to do such business at any meetings as the members may deem necessary or appropriate.

3.3 Voting Rights. Voting rights within the Association shall be allocated among the members of the Association on a pro rata basis, based on the acreage of the Lot(s) rounded to the nearest acre owned by each of the members as a percentage of the total acreage of all Lots at the Property; provided, however, that until such time as 85% of the total acreage of Lots within the Property is owned of record by persons or entities other than the Owner, the Owner's percentage of voting power in the Association shall be deemed to be not less than 51%.

When more than one person holds an ownership interest in any Lot within the Property, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Lot shall be exercised as said owners among themselves determine, but in no event shall the voting rights attached to such Lot be greater than the pro rata share of such Lot as determined by the formula set forth in this paragraph 3.3. Where a vote is cast by one of two or more owners of any Lot, the Association shall not be obligated to look to the authority of the member casting the vote.

ARTICLE IV

Assessments

4.1 Annual Assessments. Each Lot within the Property shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The amount of such assessment shall be based upon each Lot’s pro rata share of the Association’s annual operating budget, said pro rata share to be determined in accordance with the formula set forth in paragraph
3.3 hereof (but bared upon what would be the voting power of the respective Lot owners in the Association without applying or utilizing the Owner's deemed 51% voting right).

The annual assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of April of each calendar year for such year. The annual assessments of the Association may be increased, decreased or adjusted from year to year by the Association as the interests of the Lot owners may, in its judgment, require.

Consistent with the powers and rights of the Association under paragraph 3.2 hereof, the annual assessments of the Association shall be applied only toward payment of the following costs and expenses:

(a) the improvement, maintenance, alteration and removal of all lands, walkways, fences, signs, easements, Drainage Facilities, buildings, structures and improvements which may be included within public rights-of-way or reserved easements at the Property, and including the employment of personnel to maintain, guard and police the same, and the provision of lighting, sweeping, cleaning, trash pickup, landscaping and other similar services within such areas;

(b) reasonable costs and expenses of collecting assessments provided for under this Article IV, maintaining and managing the Association, obtaining and providing necessary insurance coverages, establishing and maintaining a reasonable contingency reserve for maintenance and improvements, and any and all other costs and expenses which the Association may determine from time to time to be for the general benefit and in the best interest of the owners of Lots within the Property; and

(c) all other costs and expenses reasonably related to the carrying out by the Association of its powers and rights.

The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion and reference thereto shall be binding upon all interested parties.
4.2 Special Assessments. Each Lot within the Property shall also be subject to special assessments in such reasonable amounts as the Association may determine, from time to time, as being necessary to pay for unusual or non-recurring costs and expenses of maintaining, repairing, replacing and operating the facilities and improvements within its control. Such special assessments, when collected by the Association, shall be held in and disbursed from a separately maintained account. The amount of any such special assessment to be incurred by a Lot shall be based upon such Lot's pro rata share thereof as determined in accordance with the formula set forth in paragraph 3.3 (but based upon what would be the voting power of the respective Lot owners in the Association without applying or utilizing the Owner's deemed 51% voting right). Special assessments may be determined by the Association at any time, and shall be payable by the Lot owners to the Association on or before that date occurring 60 days after such determination is made by the Association.

4.3 Lien to Secure Payment of Assessments. The Association shall have a perpetual lien upon the Lots within the Property to secure the payment of the annual assessments and any special assessments, and each such annual assessment and/or special assessment shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each Lot at the time when the assessment falls due. If default occurs in the payment of any annual assessment or special assessment for a period of 60 days after its due date, a Notice of Lien in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

NOTICE OF LIEN

Notice is hereby given that the Advantage Park Owners' Association claims a lien for unpaid annual assessments and/or special assessments for the year(s) ________ in the amount of $_________ against the following described premises:

(insert legal description)

ADVANTAGE PARK
OWNERS' ASSOCIATION

By ______________________

STATE OF OHIO   )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this ______ day of ______________.

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If any annual assessments or special assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due (including its costs and expenses of said collection, and attorney fees) by foreclosure of the above-described lien, or otherwise. No owner may waive or otherwise escape liability for annual assessments or special assessments by non-use of any facilities, improvements, easements or rights of way or by abandonment of a Lot. The lien of the annual assessments and special assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of any Lot shall not affect said lien(s) or relieve any Lot from the liability for any assessments thereafter becoming due or from the lien thereof; provided, however, that the sale or conveyance of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of the Association as to payments which became due prior to such sale or conveyance.

4.4 Prorations; Certificates. Annual assessments and special assessments shall be prorated between the owners of parts of Lots in accordance with the proportion which the area of the Lot to which each owner holds legal title bears to the total area of the Lot against which the annual assessment or special assessment is made. Upon demand of any Lot owner and after payment of a reasonable charge therefor, any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner’s Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE V

Easements

5.1 Rights of Way. The Owner reserves to itself and to its successors and assigns, easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electrical, telephone, cable and telegraph wires and conduits (which shall, except as otherwise approved under Article II hereof, be underground facilities), sewers, swales and conduits for storm water and sanitary purposes, gas and water lines and fixtures, roadways and for any other facility or utility deemed convenient or
necessary by the Owner or its successors or assigns for the service of the Property. Said reserved easements and rights of way shall be on, over or under those areas designated as "Utility Easement," "Drainage Easement," Sanitary Sewer Easement," or any other area designated as an easement or with language of similar import on any plat or plats of the Property. Owner also reserves to itself and to its successors and assigns, the right to assign the use of any or all of said easements and rights-of-way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities or to the Association. Upon request of the Architectural Control Committee, the owner (or lessee) of any Lot shall join in and execute any document assigning such easement rights. The Architectural Control Committee and its successors and assigns shall have the right to go upon such easement areas from time to time to install, maintain and remove such equipment, improvements and facilities.

5.2 Extension of Rights-of-Way. The Owner reserves to itself and to its successors and assigns, the exclusive right to extend any of the public rights-of-way at the Property to any adjacent or adjoining property owned by the Owner.

5.3 Drainage Facilities. In connection with the development and platting of the Property, the Owner has granted or may grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on a plat or plats of the Property as "Drainage Easement" or with words of similar import. Included in the areas subject to these drainage easements are any bodies of water located on the Property and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow lines outside the roadway rights-of-way, storm water discharges from the storm drainage system, and other storm drainage system fixtures and improvements (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Property. The Drainage Facilities shall be kept clear and free of debris and otherwise maintained (as determined by the Lucas County Engineer, or otherwise) by the Association, from time to time. In this regard, all Lots shall be subject to drainage maintenance easements in the event that, and at such time as, the Lucas County Engineer determines that the Association is not properly maintaining the Drainage Facilities, in which case the amount and method of assessment shall be determined by the Lucas County Engineer. In such event, no party other than the Lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.
ARTICLE VI

Duration and Amendments

6.1 Term. This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any Lots (or parts thereof) within the Property, and all other persons claiming ownership, possession or use of the Property or any portion thereof, until August 31, 2017, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each.

6.2 Amendments. This Declaration may be amended from time to time, but only upon and with the written approval of the then owners of not less than 60% of the total acreage of the Lots within the Property. Any amendments referred to in this paragraph 6.2 shall become effective only upon the filing with the Office of the Lucas County Recorder of an instrument stating the amendment and signed by all approving Lot owners with the formalities required by law.

ARTICLE VII

Miscellaneous

7.1 Violations Unlawful. Any violation or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any Lot at the Property may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any provision of this Declaration to prevent such person or persons from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

7.2 Saving Clause. The invalidation or unenforceability of any provision(s) of this Declaration by judgment, court order, amendment hereof by act of the owners of Lots within the Property or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

7.3 Transfers Subject to Declaration. All transfers and conveyances of each and every Lot or any part thereof shall be subject to this Declaration.

7.4 Notices. Any notice required to be sent to any owner of a Lot or any part thereof or to the Owner or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Owner or to any member of the Architectural Control Committee as such address
appears on the applicable public record or on the records of the Architectural Control Committee.

7.5 Owner's Rights Assignable. The rights, privileges and powers granted herein to, and reserved by, the Owner shall be assignable and shall inure to the benefit of the successors and assigns of the Owner.

7.6 No Subdivision of Lots Without Consent. No owner of any Lot shall subdivide the same or convey less than the whole of any Lot without first obtaining the written consent of the Architectural Control Committee, its successors and assigns, which shall permit such conveyance if, in its judgment, the Lot so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Property contemplated by and as set forth in this Declaration. This paragraph, however, shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.

7.7 No Waiver of Violations. No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

7.8 Interpretation. In the event of any question of interpretation hereunder, the Association shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound by this Declaration.

7.9 Paragraph Headings. The paragraph headings contained herein have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

7.10 Dissolution of Association. The Association may be dissolved with the written and signed assent of members having not less than 90% of the voting power of all members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, all facilities, improvements and other assets owned by the Association shall be dedicated to the City of Toledo, Lucas County, or another appropriate public agency to be used for purposes similar to those for which the Association was created and as contemplated by this Declaration. In the event that such dedication is not accepted and thus cannot be accomplished, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such purposes. The articles and code of regulations of any non-profit corporation formed and operating as the Association, pursuant to paragraph 3.1 hereof, shall be consistent with this paragraph.
IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized representatives, has caused this Declaration to be executed.

Signed and acknowledged in the presence of:

ADVANTAGE PROPERTIES

By: Levi Cook, Jr.,
General Partner

By: Lawrence G. Henning,
General Partner

STATE OF Ohio )
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this day of September, 1996 by Levi Cook, Jr., a general partner of Advantage Properties, an Ohio general partnership, on behalf of the partnership.

Notary Public

My Commission Expires: 

[SEAL]

THERESA S. WHETRO
Notary Public, State of Ohio
My Commission Expires 3-27-2000
STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 17 day of September, 1996 by Lawrence G. Henning, a general partner of Advantage Properties, an Ohio general partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires: __________________________

[Seal]

THIS INSTRUMENT PREPARED BY:

Jeffrey H. Miller, Esq.
Shumaker, Loop & Kendrick
1000 Jackson Street
Toledo, Ohio 43624
CONSENT AND SUBORDINATION OF ADVANTAGE ENTERPRISES, INC.

ADVANTAGE ENTERPRISES, INC. ("Advantage Enterprises"), an Ohio corporation, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) consents to the filing of the plat of Advantage Park, a subdivision in the City of Toledo, Lucas County, Ohio, as per plat thereof recorded at Volume 137, Pages 12 and 13 of the Lucas County, Ohio Plat Records; (ii) releases any and all liens it may have in and to the area designated as Advantage Drive on said plat; (iii) consents to the foregoing Declaration of Covenants, Conditions and Restrictions; and (iv) subordinates its mortgage recorded at Microfiche No. 94-1961D09 of the Lucas County, Ohio Mortgage Records to the plat and the foregoing Declaration of Covenants, Conditions and Restrictions, but to no other liens or encumbrances.

IN WITNESS WHEREOF, Advantage Enterprises has executed this Consent and Subordination effective as of the date of the foregoing Declaration of Covenants, Conditions and Restrictions.

Signed and acknowledged in the presence of:

Jeffrey H. Miller
Print name: Jeffrey H. Miller

Theresa S. Whetro
Print name: Theresa S. Whetro

STATE OF Ohio SS.
COUNTY OF Lucas SS.

The foregoing instrument was acknowledged before me this 17 day of September, 1996 by the undersigned officer of Advantage Enterprises, Inc., an Ohio corporation, on behalf of the corporation.

Theresa S. Whetro
Notary Public

My Commission Expires:

[SEAL]

THIS INSTRUMENT PREPARED BY:
Jeffrey H. Miller, Esq.
Shumaker, Loop & Kendrick
1000 Jackson Street
Toledo, Ohio 43624

9/6/96

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CONSENT AND SUBORDINATION OF LENDER

MID AMERICAN NATIONAL BANK & TRUST COMPANY ("Lender"), a national banking association, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) consents to the filing of the plat of Advantage Park, a subdivision in the City of Toledo, Lucas County, Ohio, as plat thereof recorded at Volume 137, Pages 12 and 13 of the Lucas County, Ohio Plat Records; (ii) releases any and all liens it may have in and to the area designated as Advantage Drive on said plat; (iii) consents to the foregoing Declaration of Covenants, Conditions and Restrictions; and (iv) subordinates its mortgages recorded at Microfiche No. 95-2152A01, Microfiche No. 95-2156A01 and Microfiche No. 94-1961D01 of the Lucas County, Ohio Mortgage Records to the plat and the foregoing Declaration of Covenants, Conditions and Restrictions, but to no other liens or encumbrances.

IN WITNESS WHEREOF, the Lender has executed this Consent and Subordination effective as of the date of the foregoing Declaration of Covenants, Conditions and Restrictions.

MORTGAGEE:

Signed and acknowledged in the presence of:

MID AMERICAN NATIONAL BANK & TRUST COMPANY

By: _____________________________

Title: Vice President

STATE OF Ohio )
COUNTY OF Lucas ) SS.

The foregoing instrument was acknowledged before me this 19th day of July, 1996 by Charles B. Hercher, the Vice President of Mid American National Bank & Trust Company, a National Banking Association, on behalf of the corporation.

_______________________________
Notary Public

My Commission Expires: ________________

[SEAL]

THIS INSTRUMENT PREPARED BY:
Jeffrey H. Miller, Esq.
Shumaker, Loop & Kendrick
1000 Jackson Street
Toledo, Ohio 43624

RECEIVED & RECORDED
SEP 19 1996 3:05 PM

SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

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