This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and adopted as of the 14th day of April, 1991, by the City of Toledo, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted charter, with offices at One Government Center, Suite 2200, Toledo, Ohio 43604 (the "Owner").

WHEREAS, Owner is the owner in fee simple of all of the property constituting the Briarfield Business Park, a subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 129, Pages 18-20 of the Lucas County, Ohio Record of Plats.

WHEREAS, the property constituting Briarfield Business Park is described on Exhibit A attached hereto and incorporated herein (the "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 known as Briarfield 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 shall be construed to mean any legally separate and distinct parcel of real estate within the Property.

WHEREAS, the term "development site" as used in this Declaration shall be construed to mean any lot, lots or portion thereof, not included within the common areas (as hereinafter defined), and intended or utilized for improvement and development as the site of one or more building(s) or structure(s) and any accessory structure(s).

WHEREAS, the term "common area(s)" as used in this Declaration shall be construed to mean those areas or portions of the Property not included within any development sites, intended for the limited common and non-exclusive use, enjoyment and benefit of all present and future owners of lots within the Property, and designated as common area(s), common area and drainage easement, open space, green space, lake(s), pond(s) or with words of similar import (a) on the plat of Briarfield Business Park or any other plat or plats of the Property or any portion thereof or the
Adjacent Property (as hereinafter defined) or any portion thereof, or (b) by any other recorded instrument relating to the Property or any portion thereof.

WHEREAS, Owner may in the future provide for the development of a subsequent plat or plats as an extension of Briarfield Business Park on certain other lands (the "Adjacent Property") located adjacent and contiguous to the Property; Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands within any subsequent plat(s) which are in all respects similar to the restrictions on Briarfield Business Park and which will make the lands on such subsequent plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes; and Owner or its successors and assigns may exercise the above-mentioned reserved rights by filing subsequent plats of Briarfield Business Park together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration.

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 Briarfield Business 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 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 set back 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 set back 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 development site 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 development site 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 development site. 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 at 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.
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 development site 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 development site shall provide adequate drainage facilities, including storm water detention, in accordance with (a) approved plans on file with 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.

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 Briarfield Business 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 development site and before any material addition, change or
alteration may be made to any building or other structure than
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 and material color scheme of the
building, structure, improvement, addition, change or alteration,
(b) the grading and landscaping plan for the development site,
including, where applicable, an underground irrigation system, (c)
the lighting plan for the development site, (d) the signage plan
and details, including materials, colors and method of
construction, and (e) the finishing grade elevations for the
development site. 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 so 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 development
site 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 development
sites 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 development
sites, the extent to which its location, configuration and
landscaping preserve the natural attributes (including any trees
thereon) of the development site, 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 development sites 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 development site shall be erected at an elevation of not less than one foot higher than the 100-year flood level of 614.0 as shown on Flood Insurance Rate Map Community - Panel Number 390359-0085-8, dated March 16, 1983.

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 said successors and assigns arising out of the exercise by the Architectural Control Committee or its said 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 said 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 Street Trees. The Owner has established and prepared a master plan for the planting of trees on each development site, generally in the areas along the public rights-of-way adjacent to such development sites. A copy of said master plan is maintained at the offices of the City of Naumes. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each development site owner shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) one year following the date of closing of the sale of a development site to such owner, or (b) the completion of construction of a structure thereon. If a development site owner fails to plant said trees in accordance with this paragraph 2.10, the Architectural Control Committee or the Owner shall have the right, without notice to the development site owner, to enter upon said development site and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be added to and become a part of the next annual assessment to which such development site is subject.

2.11 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 thereof, and each such Owner shall indemnify and hold Monclova Township 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 Briarfield Business 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 persons 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. In addition, the Owner or any other owner of all or a portion of the common areas shall have the right, at any time, to convey fee simple title to all or any portion of the common areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose.

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 common areas;

(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 common areas;

(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
to prepare annual financial statements;

(h) to improve, maintain, alter, repair, replace and remove any and all landscaping, signs, lakes (as hereinafter defined), ponds, fences, trees, grass, equipment and drainage facilities (as hereinafter defined) located on the common areas and/or on the boulevard islands, if any, 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 provide lighting, sweeping, cleaning, trash pickup, grass cutting, landscaping maintenance and other similar services within the common areas;

(j) to pay all real estate taxes and installments of assessments with respect to the common areas;

(k) to pay all expenses associated with electrical, water, sewer, fuel or other utility services to the common areas;

(l) to maintain all necessary fire, property and public liability insurance with respect to the common areas, and any necessary directors' and officers' liability insurance or similar liability insurance with respect to the Association and/or the Architectural Control Committee; and

(m) 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.

3.3 Rights of Members. Subject to such rules and regulations as may be promulgated from time to time by the Association, each member of the Association, in common with all other members, shall have the limited right to use the common areas for all purposes incident to the use and occupancy of its development site and shall have a limited, non-exclusive easement together with the other owners of development sites to the use and
enjoyment of the common areas. All members of the Association shall use the common areas in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective tenants, visitors, guests, invitees and licensees.

3.4 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 development site(s) rounded to the nearest acre owned by each of the members as a percentage of the total acreage of all development sites at the Property; provided, however, that until such time as 85% of the total acreage of development sites within the Property is owned 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 development site within the Property, all persons holding such ownership interest shall be members of the Association and in such event the vote for such development site shall be exercised as said owners among themselves determine, but in no event shall the voting rights attached to such development site be greater than the pro rata share of such development site as determined by the formula set forth in this paragraph 3.4. Where a vote is cast by one of two or more owners of any development site, 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 development site within the Property shall be subject to a yearly assessment in such amount as may be annually determined by the Association, subject to the maximum amounts set forth in this paragraph 4.1. The amount of such assessment shall be based upon each development site'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 3.4 hereof (but based upon what would be the voting power of the respective development site 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 development site owners may, in its judgment, require; provided, however, that until January 1, 1992, the maximum annual assessment for any development site shall be $100.00 per acre; and
provided further, that from and after January 1, 1992, the maximum annual assessment for each year shall be 10% above the maximum annual assessment for the previous year.

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, lakes, ponds, bikeways, walkways, fences, signs, easements, drainage facilities, buildings, structures and improvements which comprise the common areas and/or 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 the common areas;

(b) all taxes, assessments, fees and other charges that may be levied or assessed by any governmental body against the common areas;

(c) 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 common area 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

(d) 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 development site 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 Common Areas. 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 development site shall be based upon such development site's pro rata share thereof as determined in accordance with the formula set forth in paragraph 3.4 (but based upon what would be the voting power of the respective development site 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 development site owners to the Association on or before that date occurring 60 days after such determination is made by the Association. Notwithstanding anything else contained herein, the Association shall not determine and make any special assessment in an amount greater than $150.00 per acre without the approving vote or written consent of development site owners representing not less than 66.66% of the acreage of development sites in accordance with paragraph 3.4; provided, however, that from and after January 1, 1992, the maximum unpaid special assessment amount shall be increased each year by 10% above the maximum special assessment amount for the previous year.

4.3 Lien to Secure Payment of Assessments. The Association shall have a perpetual lien upon the development sites 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 development site 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 Briarfield Business 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:

[Signature]

- 12 -

91 0604A12
BRIARFIELD BUSINESS PARK
OWNERS' ASSOCIATION

By ______________________

STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged
before me this ______ day of __________, 19___
by ______________________, the
Notary Public of Brierfield Business
Park Owners' Association, an Ohio non-profit
corporation, on behalf of the corporation.

In the event 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 the common areas or by abandonment of a development
site. 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 development site shall not
affect said lien(s) or relieve any development site from the
liability for any assessments thereafter becoming due or from the
lien thereof; provided, however, that the sale or conveyance of any
development site 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 development sites in accordance with the proportion which the
area of the development site to which each owner holds legal title
bears to the total area of the development site against which the
annual assessment or special assessment is made. Upon demand of
any development site 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 development site, and, if not, the total amount of
any unpaid assessments. Any such certificate stating that all

- 13 -

91 0604501
assessments have been paid shall be conclusive evidence of such payment.

ARTICLE V

Easements, Etc.

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 mains, 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 (a) the common areas, (b) those areas designated as "easement(s)" or with language of similar import on any plat or plats of the Property, and (c) those portions of the development sites adjacent and contiguous to all dedicated public roadways (now existing or hereafter established) abutting the lots within 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. 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 Lakes and Ponds. The Owner has constructed or intends to construct one or more lakes or ponds on the common areas at the Property (the "Lakes"). The owners of lots shall not have any right to use the Lakes for recreational purposes or for any other purpose, and such use shall be strictly prohibited unless otherwise provided by the Association. In this regard, no power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Lakes. Further, any necessary maintenance of the Lakes shall be the responsibility of the Association. No owner of any lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's lot into the Lakes, into any of the drainage easement areas shown on any plat or plats of the Property, or into any other pond, lake or body of water on the Property, whether before, during or
after the construction of any structure on any such lot. In addition, under no circumstances shall the owner of any lot have the right to diminish, control or affect the level, volume or amount of water in the Lakes by means of irrigation or otherwise.

5.4 Control of Common Areas. Notwithstanding anything else contained in this Declaration or in any plat of the Property, neither the Association nor any owner of any lot shall have any ownership interest in or any right to control the use or development of any common areas unless and until the Owner shall convey the common areas to or for the benefit of the Association. Thereafter, the owners of the lots at the Property shall have only those rights with respect to the common areas as are granted them hereunder and under the articles and code of regulations, if any, of the Association.

5.5 Fence. The Owner has constructed or will construct a decorative fence along certain portions of the Salisbury Road frontage of the Property (the "Fence"). The Fence is located or to be located along the northerly five (5) feet of lots nos. 1 and 2, i.e., the area designated on the plat of Brierfield Business Park as "Fence Maintenance, Landscaping and Anti-Vehicular Access Entrance". Accordingly, the Owner reserves to itself and to its successors and assigns, the exclusive right and easement for the construction, operation, maintenance, repair and replacement of the Fence over and across such northerly five (5) feet of lots nos. 1 and 2. Further, the Owner reserves to itself and to its successors and assigns, the right to go upon or permit any agent, representative, invitee or contractor of Owner, its successors and assigns, to go upon said northerly five (5) feet of lots nos. 1 and 2 from time to time as may be necessary in connection with the construction, operation, maintenance, repair and replacement of the Fence. No owner of any lot shall have any right to remove, damage, deface, obstruct or interfere with the Fence, without the prior written consent and approval of the Owner, its successors and assigns, or the Association.

5.6 Drainage Facilities. In connection with the development and platting of the Property, the Owner has granted or will 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" and "drainage easement" or with words of similar import. Included in the areas subject to these drainage easements are the Lakes and any other 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, and storm water discharges from the storm drainage system (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.

5.7 Boulevard Islands. The boulevard islands, if any,
located within the Property, although included within the public
right-of-way, are intended to be treated as if such boulevard
islands are part of the common areas. Said boulevard islands shall
contain landscaping and/or signage which shall be maintained and
replaced, from time to time, by the Association.

5.8 Buffer Lot. Buffer lot A has been conditionally
dedicated to the Board of Lucas County Commissioners, for the
public use, as set forth on the plat of Briarfield Business Park.

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 January 1, 2011, at which time this
Declaration shall be automatically extended for successive periods
of ten (10) years.

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
development sites 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 Subordination. All restrictions, covenants,
conditions, agreements and other provisions herein contained shall
be deemed subject and subordinate to all mortgages or deeds of
trust in the nature of a mortgage now or hereafter encumbering any
lot or all or any portion of the Property, and none of said
restrictions, covenants, conditions, agreements or other provisions
shall supersede or in any way reduce the security or affect the
validity of any such mortgage or deed of trust in the nature of a mortgage. If any lot or any portion of the Property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale and the executors, administrators, personal representatives, successors and assigns of such purchaser, shall hold said lot or portion of the Property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

7.2 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.

7.3 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.

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

7.5 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.

7.6 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.

7.7 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 development site or common area 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 7.7, however,
shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.

7.8 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.

7.9 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 benefited or bound by this Declaration.

7.10 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.

7.11 Definition of Owner. As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

7.12 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, the common areas owned in fee by the Association and all facilities and improvements thereon and all other assets owned by the Association shall be dedicated to the Township of Monclova, 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 7.12.
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:

[Signature]

STATE OF OHIO } SS:
COUNTY OF LUCAS }

CITY OF TOLEDO, OHIO

Approved as to form: [Signature]

Approved as to content: [Signature]

May 6, 1991

The foregoing instrument was acknowledged before me this day of May, 1991, by Thomas R. Hoover, the City Manager, of the City of Toledo, Ohio, an Ohio municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio, on behalf of the municipal corporation.

[Signature]
Notary Public
State of Ohio

This instrument prepared by:
Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick
1000 Jackson Street
Toledo, Ohio 43624

[Signature]
91 0604807
EXHIBIT A

Lots numbers 1, 2, 3, 4, 5, 6, 7 and 8 in Briarfield, a Subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 129, pages 18-20 of the Lucas County, Ohio Record of Plats.
CONSENT OF OPTIONEE

The undersigned Miller-Noclova Properties, an Ohio general partnership, as the holder of an option to purchase (the "Option") the Property pursuant to a certain memorandum of option recorded at File No. 50-0421802 of the Lucas County, Ohio Records, does hereby consent to the foregoing Declaration and does hereby subject the Option and its rights thereunder to the provisions of the Declaration.

WITNESSES:

Signed and acknowledged in the presence of:

[Signatures]

MILLER-NOCLOVA PROPERTIES

By Miller Diversified, Inc., an Ohio corporation, as General Partner

[Signature]

By [Signature]

Its President

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by [Signature], the President of Miller Diversified, Inc., an Ohio corporation, as General Partner of Miller-Noclova Properties, an Ohio general partnership, on behalf of the partnership.

[Signature]

Notary Public
ATTORNEY AT LAW
Notary Public — State of Ohio
Permanent Commission, O.A.O. 147.08

This instrument prepared by:
Joseph A. Hideout, Esq.
Shumaker, Loop & Kendrick
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624

RECEIVED & RECORDED

MAY 15 1991

SUE RIOUX
RECORDSTOHIO COUNTY, OHIO

91 0604B09 60 - 2382

BRIARFIELD BUSINESS PARK
AMENDMENT OF PLAT RESTRICTIONS AND RELEASE
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS Amendment of Plat Restrictions and Release of
Covenants, Conditions and Restrictions ("Release") is made and
adopted on the dates set forth below (to be effective upon
recording with the Lucas County, Ohio Recorder) by the City of
Toledo, a municipal corporation duly organized and existing under
and by virtue of the constitution and laws of the State of Ohio and
a duly adopted charter, with offices at One Government Center,
Suite 2200, Toledo, Ohio 43604 ("City"); Briarfield Investment
Group I, an Ohio general partnership with offices at 1545 Holland
Road, Suite H, Maumee, Ohio 43537 ("Group"); and Miller-Monclova
Properties, an Ohio general partnership ("Properties").
Collectively, City, Group, and Properties may herein be referred to
as "Owners."

City is the owner of certain lots in Briarfield Business
Park, a subdivision in Monclova Township, Lucas County, Ohio per
plat thereof recorded at Volume 129, Pages 18-20 of the Lucas
County, Ohio Record of Plats ("Park") by virtue of deeds recorded
with the Lucas County Recorder at Deed Records 87-064D02,
87-191C10, and 86-592A09. Group is the owner of Lots 1 and 2 in
the Park by virtue of deed recorded at Lucas County Recorder Deed
Record 92-116E06. Properties owns an option to purchase portions
of the Plat as successor in interest to Miller Diversified, Inc.
pursuant to a certain Memorandum of Option recorded at Lucas County
Recorder Mortgage Record 90-0421E02.

Owners are the owners in fee simple of all of the

[Handwritten text not legible]
property constituting the Park.

The Owners have established a general plan for the development, use and maintenance of the Park as a first class, high quality business park known as Briarfield Business Park, and have established restrictions upon the manner of use, improvement, and enjoyment of the Park which will make the Park attractive for its intended purposes and will protect present and future owners of land within the Park in their enjoyment and use of the Park for said intended purposes as per Briarfield Business Park Declaration of Covenants, Conditions and Restrictions recorded at Mortgage Record 91-0504A01 with the Recorder of Lucas County, Ohio ("Declaration Restrictions") and as per the Plat of the Park recorded at Volume 129, Pages 18-20 of the Lucas County, Ohio Plat Records ("Plat Restrictions").

The Owners desire to alter the Declaration Restrictions and Plat Restrictions as they relate to that portion of Lot Number 3 in the Park legally described on Exhibit A attached hereto and incorporated herein ("Parcel").

NOW, THEREFORE, in consideration of the enhancement in the value of the Park, Owners do for themselves and their successors and assigns, hereby declare, covenant and stipulate that:

(1) The Parcel shall be released from the Plat Restriction which imposes a 50 foot Buffer Easement on the westerly side of the Parcel;

(2) The Parcel shall be burdened with a 35 foot Buffer Easement on the westerly, southerly, and easterly sides of the
Parcel (said 35 foot distance to measured perpendicular to the respective sides of the Parcel);

(3) The Parcel shall be released from all existing declaration Restrictions; and

(4) The Parcel shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns subject to the Plat Restrictions except as may have been hereby amended.

IN WITNESS WHEREOF, the Owners, acting by and through their duly authorized representatives, have caused this Release to be executed on the dates set forth below to be effective on the date this Release is recorded with the Lucas County Recorder.

Signed and acknowledged in the presence of:

[Signature]

CITY OF TOLEDO, OHIO

By: Thomas R. Hoover, City Manager

Approved as to form:

[Signature]

Approved as to content:

[Signature]

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of December, 1992, by Thomas R. Hoover, the City Manager, of the City of Toledo, Ohio, an Ohio municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio, on behalf of the municipal corporation.

Notary Public

Witnesses:

Signed and acknowledged in the presence of:

[Signature]

By: Miller Diversified, Inc., an Ohio corporation, as General Partner

C Its Vice-President

92 3635C12
STATE OF OHIO }  
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this day of December, 1992 by Miller Diversified, Inc., a general partner of Miller-Monclova Properties by Gerald F. Miller, its Vice President on behalf of Miller-Monclova Properties, an Ohio general partnership.

[Signature]
Notary Public

Witnesses:

Signed and acknowledged presence of:

[Signature]

By [Signature]

STATE OF OHIO }  
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this day of December, 1992, by Miller Diversified, Inc., a general partner of Miller-Monclova Properties, a general partner of Briarfield Investment Group I by Gerald F. Miller, its Vice President on behalf of Briarfield Investment Group I, an Ohio general partnership.

[Signature]
Notary Public

This instrument was prepared by:
Robison, Curphrey & O'Connell
Four SeaGate, Ninth Floor
Toledo, Ohio 43604

[Signature]
Notary Public

RECEIVED & RECORDED
DEC 14 1992 9:41 AM
SUE RIOUX
RECORDELLUCAS COUNTY,OHIO
92 3635D01
DECLARATION OF RIGHTS AND RESTRICTIONS

As To a Portion of Lot 3 of Briarfield Business Park
In Monclova Township, Lucas County, Ohio

This Declaration of Rights and Restrictions ("Declaration") is made and adopted as of the 10th day of December, 1992, by The Port Lawrence Title and Trust Company, Trustee an Ohio corporation ("Owner"), with offices at 616 Madison Avenue, Toledo, Ohio 43604. Owner was the owner in fee simple of all of the property constituting Village of Fox Hollow Plat One, a subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 128, Pages 85-87 of the Lucas County, Ohio Record of Plats ("Fox Hollow Plat One"). Owner is the owner in fee simple of that portion of Lot 3 in Briarfield Business Park, a subdivision in Monclova Township, Lucas County as described in attached Exhibit A ("Parcel") by virtue of a deed recorded with the Lucas County Ohio Recorder at Deed Record 92-5623A01.

Owner has by Declaration of Rights and Restrictions as to Village of Fox Hollow Plat One, a subdivision in Monclova Township, Lucas County, Ohio, recorded at Mortgage Record 91-0056B04 with the Lucas County, Ohio Recorder ("Fox Hollow Plat One Declaration"), established a general plan for the development, improvement and use of Fox Hollow Plat One as an architecturally harmonious, first-class, high quality subdivision, and has established restrictions upon the manner of use, improvement and enjoyment of Fox Hollow Plat One which has made the lots therein more attractive for residential purposes and will protect present and future owners of the lots therein in their use and enjoyment thereof for residential purposes. The Fox Hollow Plat One Declaration is herein
incorporated by reference.

Owner intended to provide for the development of a subsequent plat(s) or property as an extension of Fox Hollow Plat One on certain other lands located in the vicinity of, adjacent to, and/or contiguous to Fox Hollow Plat One. Owner reserved the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) or property which are similar to the restrictions on Fox Hollow Plat One and which will make the lands and such subsequent plat(s) or property more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes. Owner or its successors and assigns may exercise the above-mentioned reserved rights by filing consecutively numbered plats of Fox Hollow together with supplemental declarations of restrictions subjecting such subsequent plats or property to the Fox Hollow Plat One Declaration or similar restrictions.

Owner is developing the Parcel as an extension of Fox Hollow Plat One and intends to develop the Parcel pursuant to the general plan and scheme established in Fox Hollow Plat One.

Owner desires for the rights and restrictions set forth in this Declaration to inure to the benefit of and be enforceable by all property owners in Fox Hollow Plat One and all property owners in subsequent Fox Hollow plats.

Owner desires that the Parcel be subject to the Fox Hollow Plat One Declaration and that, as such, the Fox Hollow Plat One Declaration and all subsequent Fox Hollow plat restrictions
shall inure to the benefit of and be enforceable by the owner(s) of the Parcel.

Owner declares that the Parcel touches and concerns and affects the property in Fox Hollow Plat One and/or all subsequent plat or plats developed as an extension of Fox Hollow Plat One on certain other lands located in the vicinity of, adjacent to, and/or contiguous to the Parcel and/or Fox Hollow Plat One.

NOW, THEREFORE, Owner, in consideration of the enhancement in value of the Parcel by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Parcel shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to, and entitled to the benefits of, the Fox Hollow Plat One Declaration except for Article I, Section 1.1, Use of Land which shall be replaced, only as applied to the Parcel, with Article I, Section 1.1, Use of Land as stated below, and Owner declares that these Rights and Restrictions shall run with the land:

Article I.

1.1 Use of Land. Each residential dwelling on a residential lot shall be used and occupied solely and exclusively for private residential purposes by a single family, as "family" is currently defined in the zoning resolution, Monclova Township, Lucas County, Ohio, 1991, and such family's servants, and group homes, with "group homes" defined as a residential facility that provides room and board, personal care, habilitation services and supervision in a family setting for mentally retarded, physically handicapped, or developmentally disabled persons; homeless, mistreated, or abused children; and the elderly. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations, and including any current special uses approved for the lots subject to this Declaration of Rights and Restrictions (the "Codes").
IN WITNESS WHEREOF, The Port Lawrence Title and Trust Company, Trustee, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 10th day of December, 1992.

Signed and acknowledged in the presence of

Lara M Fisk

Stacy Saccucci

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE

By MARYJETTE L. JASPER

Its Vice President

By VICTOR CROUCH

Its Vice President

STATE OF OHIO ) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 10th day of December, 1992 by MARYJETTE L. JASPER, the Vice President, and by VICTOR CROUCH, the Vice President, of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of the corporation.

Stacy Saccucci
Notary Public

This instrument prepared by:
Robison, Curphey & O'Connell
Four SeaGate, Ninth Floor
Toledo, Ohio 43604

STACY SACCUCI
Notary Public, State of Ohio
My Commission Expires 11-4-98

92 3635D05
EXHIBIT "A"

A parcel of land being part of Lot Three (3) in Briarfield Business Park, as recorded in Volume 129, Pages 18 through 20, Lucas County Plat Records, in Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the Northwest corner of said Lot Three (3); thence in a northeasterly direction along the northerly lot line of said Lot Three (3) having an assumed bearing of North sixty-nine (69) degrees, twenty-one (21) minutes, five (05) seconds East, a distance of one hundred fifty and zero hundredths (150.00') feet to a point, said northerly lot line of Lot Three (3) also being a line drawn thirty and zero hundredths (30.00') southerly of and parallel with the centerline of Kit Lane, as it now exists; thence South twenty (20) degrees, thirty-eight (38) minutes, fifty-five (55) seconds East along a line, a distance of three hundred and zero hundredths (300.00') feet to a point; thence North eighty-five (85) degrees, forty-four (44) minutes, thirty-seven (37) seconds West along a line, a distance of two hundred sixteen and sixty-nine hundredths (216.69') feet to the intersection of the westerly lot line of said Lot Three (3); thence North four (04) degrees, fifteen (15) minutes, twenty-three (23) seconds East along said westerly lot line of Lot Three (3), a distance of one and fifty-seven hundredths (1.57') feet to an angle point in said westerly lot line of Lot Three (3); thence North eight (08) degrees, ten (10) minutes, fourteen (14) seconds West along said westerly lot line of Lot Three (03), a distance of two hundred twelve and thirty-four hundredths (212.34') feet to the Point of Beginning.