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.
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

THIS DECLARATION made on this 31st day of March, 1998, by CAPITAL COMMONS INVESTORS, LTD., an Ohio Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the beneficial owner of the following described real estate, to wit:

Lots Nos. one (1) and three (3) in Capital Commons Center, Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, as recorded in Volume 141 of Plats, Pages 52 and 53, Lucas County, Ohio Recorder's Office.

which property is hereinafter referred to as the "Premises"; and,

WHEREAS, the said Declarant desires to make known the restrictions, conditions, covenants, charges and agreements subject to which all of said Premises hereinabove described, now owned by them, and subject to which the lots aforesaid are to be conveyed by them in order to insure proper use and appropriate development and improvement of said Premises.

NOW, THEREFORE, in consideration of the enhancement in value of said Premises, to afford purchasers and occupants thereof due and ample protection in the use and occupancy of the same, and to provide a general plan of development of said Premises designed to make the same more attractive for the owners thereof, the undersigned Declarant do hereby declare and stipulate that each of the lots in said Premises or any part or portion of the Premises is made, and shall be held, subject to the following restrictions, covenants and conditions.

ARTICLE I: PURPOSE

1.1) The Premises is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the land and each and every parcel thereof, to ensure proper use and appropriate development and improvements of said premises so as to (a) maintain property values, (b) protect the owners and tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites; (c) conform to the quality and methods of construction; (d) insure adequate and reasonably
consistent development of the Premises; (e) encourage and
insure the erections of attractively designed permanent
improvements appropriately located within the Premises in
order to achieve harmonious appearance and function; and (f)
generally promote the welfare and safety of the occupants,
tenants and Owners of the Building Sites.

ARTICLE II: DEFINITIONS

2.1) Definition of terms:

A. "Building Site" shall mean any contiguous plot of
land the size and dimensions or platted lot number of which
shall be established by the legal description in the original
conveyance from Declarant to the first fee owner of said plot
of land, other than Declarant. A Building Site may also be
established by Declarant by an instrument in writing,
executed, acknowledged and recorded by the Declarant which
designates a plot of land as a Building Site for purposes of
these covenants. If two or more contiguous Building Sites,
as defined hereinabove, are acquired by the same owner in
fee, such commonly owned Building Sites may, at the option
of said owner, be combined and treated as a single Building
Site for purposes of the Covenants contained herein.

B. "Improvements" shall mean and include, but not be
limited to buildings, parking areas, loading areas, fences,
walls, hedges, landscaping, mass plantings, poles, signs and
any structures of any type or kind.

C. "Declarant" shall mean Capital Commons Investors,
Ltd., an Ohio Limited Liability Company, its successors and
assigns.

D. "Owner" shall mean the party or parties owning fee
title to a Building Site; provided, however, that an Owner
may, upon written notice to Declarant, assign all or part of
his rights, but said assignee and owner shall both be jointly
and severally liable for the performance of all duties and
conditions set forth herein.

E. "Capital Commons Center" shall mean and refer to the
Premises as defined above and each and every part and/or
parcel thereof and the Property Used in Common as defined
hereinabove.

ARTICLE III: PERMITTED USES AND PERFORMANCE STANDARDS

3.1) No noxious or offensive trade, services or activities
shall be conducted on any Building Site nor shall anything be
done thereon which may be or become an annoyance or nuisance
to the Owner, tenant or occupant of other Building Sites.
within the Premises by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise, or which in any other manner interferes with the reasonable use of any other Building Site by its owner, tenant or occupant.

3.2) Building Sites shall only be utilized for business activities such as engineering, research facilities, retailing, laboratories, industrial uses, offices, warehousing and distribution and such other compatible uses as the Architectural Review Committee shall permit in its sole discretion. All such uses shall comply with all relevant and applicable local zoning ordinances and State and Federal regulations.

ARTICLE IV: REGULATIONS OF BUILDINGS, STRUCTURES AND IMPROVEMENTS

4.1) Generally, no building, structures, or improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications and intended use therefore have been approved by the Architectural Review Committee as more fully set forth in Article V, Paragraph 5-2 of these Covenants.

4.2) Setbacks. The setback requirements shall be as required by applicable zoning ordinances.

4.3) Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers, visitors and employees. The location, number, and size of parking spaces shall be subject to approval by the Architectural Review Committee pursuant to Article V hereof, and shall comply with any local zoning ordinances.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage.

4.4) Loading Areas. All loading docks shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into any dedicated public street when in the process of loading or unloading.

4.5) Outside Storage. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior written consent of the Architectural Review Committee. No material storage shall be placed or located on any utility easement or right of way.
4.6) Landscaping. All Building Sites shall be landscaped in accordance with any approved landscaping plan as required by any zoning ordinances or site plan or building plan approval requirements as imposed by the appropriate public authorities. Once installed, such landscaping, if any, shall be properly maintained and replaced as necessary.

4.7) Intencance.

A. Each Owner of any Building Site shall keep his land, buildings, improvements and appurtenances hereon in a safe, clean, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its Building Site. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Premises by burning or open fires.

B. Each Owner of any building site shall also mow, and maintain in a clean, neat, wholesome condition that portion of the dedicated street right of way between the property line of the building site and the paved street.

4.8) Signs. All permanent signs for Building Sites located in Capital Commons Center must be submitted to the appropriate governmental authorities for approval under applicable sign ordinances and once approved, be maintained in accordance with said approval.

4.9) Utility Connections. All utility connections, including all electrical and telephone connections and installations of wire to buildings, shall be made underground from the nearest available power source. No transformer, electric or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Premises and where placed on the surface shall be adequately screened and fenced and all such installations shall be subject to prior written approval of the Architectural Review Committee.

4.10) Height Restrictions. No building or appurtenance, including but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed a height of 45 feet above
the finished building grade established by the Architectural Review Committee without the prior written approval thereof, and shall comply with all local zoning regulations concerning height restrictions.

4.11) On-Site Drainage. Each Building Site Owner shall be required to provide adequate drainage facilities, in accordance with the existing storm system, existing topography and by such methods as may be approved by the Architectural Review Committee.

ARTICLE V: APPROVAL OF PLANS

5.1) Architectural Review Committee. There is hereby established an Architectural Review Committee. This Committee shall consist of all of the Managers of Declarant. The vote of the Architectural Review Committee shall constitute official action of said Committee. Members of the Architectural Review Committee shall serve until such time as 100 percent of the Premises has been conveyed to owners other than Declarant. In carrying out its functions, the Committee, in its sole discretion, may seek information, advice, or recommendations from architects, landscape architects, or land planners, civil engineers, Owners and/or Declarant.

5.2) No buildings, structures, or improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed buildings and improvements, plot layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by said Committee, have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

5.3) Approval shall be based, among other things, on adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions as set forth herein.
Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

5.4) If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised within thirty (30) days after submission thereof to it) (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article III hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

5.5) Neither the Architectural Review Committee nor Declarant or its respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or Tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages.

5.6) All fees for services rendered by the Architectural Review Committee in the approval of plans for the initial building are included in the cost of the land.

All subsequent reviews for additions, and/or alterations after the initial submittal shall be at the Owner's expense.

ARTICLE VI: ENFORCEMENT

5.1) Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land and shall be binding upon and inure to the benefit of the Declarant and the Owners of every Building Site on the Premises, their heirs, successors and assigns. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by the Declarant acting on its own behalf or on behalf of the others herein included, the Architectural Review Committee or any Owner of any Building Site. Any condition, covenant, restriction or reservation herein contained may be enforced by any or all of
said persons by prosecuting a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations, to enjoin or prevent them from so doing, and to cause said violation to be remedied or to recover damages for said violation. Every such violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant shall be applicable against every such violator or violation, and may be exercised by the aforesaid.

A. Enforcement Costs. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

B. Severability. The failure of the Declarant or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefore.

ARTICLE VII: TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

7.1) Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Article VII, Paragraph 7.2 hereof.

7.2) Termination and Modification. Subject to Declarant's right to unilaterally amend these Restrictions and Protective Covenants as set forth in Paragraph 7.3 below, this Declaration, or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole or any portion thereof, with the written consent of the Owners of seventy-five (75) percent of the Building Sites contained within the Premises; subject to these restrictions; provided, however, that during the initial ten (10) year term of these covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be
immediately effective upon recording a proper instrument in
writing executed and acknowledged by such Owners in the
office of the Recorder of Lucas County, Ohio.

7.3) Waiver. In connection with the provisions contained
herein, it is hereby provided that, if in the opinion of the
Architectural Review Committee, by reason of the shape,
dimensions, or topography of any Building Site, or by reason
of the type of improvements or other buildings to be erected
thereon, or for any other reason satisfactory to it, the
enforcement of the provisions of these Restrictions and
Protective Covenants would work a hardship, the Architectural
Review Committee may grant waivers or variations from these
Restrictions and Protective Covenants so long as no material
damage results to any abutting or adjacent property.
Declarant further reserves the Right to unilaterally amend
these Restrictions and Protective Covenants prior to any
assignment by it under Paragraph 7.4 below by recording such
amendment with the Recorder of Lucas County, Ohio.

7.4) Assignments of Declarant's Rights and Duties. Any and
all of the rights, powers and reservations of Declarant
herein contained may be assigned by Declarant to any person,
corporation or association which will assume any or all of
the duties of the Declarant hereunder. Said assignee shall,
to the extent of such assignment, assume Declarant's duties
hereunder, have the same rights and powers and be subject to
the same obligations and duties assumed by Declarant herein.
Upon such assignment, and to the extent thereof, Declarant
shall be relieved from all liabilities, obligations and
duties hereunder. The term "Declarant" as used herein
includes all such assignees and their heirs, successors, and
assigns. If at any time Declarant ceased to exist and has
not made such an assignment, a successor Declarant may be
appointed by the Owners of a majority of the Building Sites
contained within the Premises.

ARTICLE VIII: MISCELLANEOUS

8.1) Invalidation. The invalidation of any one or more of
these Covenants by judgment or Court order shall in no
way affect any of the other Covenants and restrictions, which
remaining provisions shall remain in full force and effect.

8.2) Owners Liability Subsequent to Sale. Upon sale of a
Building Site, the Owner so selling shall not have any
further liability for the obligations thereon which accrue
against the Building Site sold after the date of the
conveyance. Provided, however, that nothing herein shall be
construed so as to relieve an Owner of any Building Site from
any liabilities or obligations incurred prior to such sale,
pursuant to this Declaration of Protective Covenants.
8.3) Nonliability. This Declaration of Protective covenants is executed by Capital Commons Investors, Ltd. No liability shall be asserted or be enforced against said Declarant its successors or assigns, with reference to enforcement of these Protective Covenants.

ARTICLE IX: MISCELLANEOUS

9.01) If any provision of this Declaration is inconsistent with the Premises as recorded in Volume 141 of Plats, Pages 52 and 53, Lucas County, Ohio Recorder's Office, the provision which is more restrictive shall prevail.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 31st day of March, 1998.

WITNESSES:

CAPITAL COMMONS INVESTORS, LTD.
an Ohio Limited Liability company

by:

Paul T. Avery, Manager

by:

Thomas L. Schlaacht, Manager

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 31st day of March, 1998, by Paul T. Avery, Manager and Thomas L. Schlaacht, Manager of the above-named Capital Commons Investors, Ltd., an Ohio Limited Liability Company, on behalf of said limited liability company.

PATRICIA STANLEY
Notary Public, State of Ohio
Commission Expires 6/2002

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., as Trustee, (hereinafter "Trustee") holds legal title to the Premises for the benefit of Declarant. Trustee hereby executes the foregoing instrument for the purpose of perfecting the imposition of the aforementioned DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS on the Premises, with the intention that the Premises shall hereafter be subject to the terms of the foregoing instrument.

WITNESSES:

LOUISVILLE TITLE AGENCY FOR N.W.
OHIO, INC., as Trustee

By: John M. Martin, President

By: Rodney N. Frey, Vice President
STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of March, 1998, by John H. Martin, President and Rodney R. Frey, Vice President, of the above-named Louisville Title Agency for N.W. Ohio, Inc., as Trustee, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

This Instrument Prepared By:
Declarant

[Signature]

KRIESEN E. SNIDER
Notary Public State of Ohio
Commission Expires 3-30-2001

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APPROVED
SUE RIOUX
RECORDER LUCAS COUNTY, OHIO

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