COBBLESTONE WOODS

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DECLARATION OF RESTRICTIONS/SITE
DEVELOPMENT STANDARDS FOR
COBBLESTONE WOODS

KNOW ALL MEN BY THESE PRESENTS, that Whereas CENTRAL OFFICE PARK, LTD., an Ohio limited liability company, sometimes referred to hereinafter as "Developer", is the owner in fee simple of the real property described on Exhibits "A", "B", "C" and "D" attached hereto and located in Sylvania Township, Lucas County, Ohio (referred to herein individually as "Lots" and collectively as "Property" or "Subdivision"); and

WHEREAS, the Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of the Property restrictions as to the manner of use, improvements of and enjoyment of the Property and to further establish certain easements and rights, in, over and to the Property; and

WHEREAS, the Developer desires to create this Declaration of Restrictions ("Declaration"), which shall govern the use and development of the Property.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement and the value thereof, and to afford the Developer and owners of the real property covered ample protection for occupancy thereof and for the purposes of which the same are designated, and to provide a general plan for the development of said property designed to make the same more attractive for its intended purposes, the Developer and all subsequent owners of the Property or any portion thereof, hereby declare and stipulate that the Property shall hereafter be conveyed by them, subject to the restrictions hereinafter set forth.

1. APPROVAL OF PLANS
A. ARCHITECTURAL REVIEW COMMITTEE ("ARC"):

There is hereby established an Architectural Review Committee which shall have the responsibility of reviewing all development plans ("plans") against the development standards contained herein and is granted full authority to approve said plans in writing should they be found to comply with all the requirements of said development standards. The ARC shall consist of three (3) members comprised of an architect ("Architect") to be appointed by the Developer and two (2) representatives of the Developer. All requirements of the Sylvania Township Zoning Resolution ("Resolution") applicable to the zoning for the Property shall also apply.

B. SUBMISSION OF DEVELOPMENT PLANS:

No building, structure, wall, fence, hedge, landscaping feature, sign, parking lot or other structure or improvement of any kind shall be installed, erected, placed, assembled, altered or maintained on any portion of the Property until and unless the proposed use and the plans and specifications for the same showing the nature, shape, size, color, architectural design, materials, location and landscaping, paving plans, curbing and storm drainage have been submitted in writing to the ARC and the ARC has approved in writing such plans and specifications as conforming to the development

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standards and all applicable zoning and platting requirements, including those imposed by the Lucas County Plan Commission and Sylvania Township, Ohio.

Site development plans shall include, without limitations, site plans showing proposed land contours or grades, where requested for the purposes of development, adequate information as to the amount of impervious surface and the impact upon surface drainage, building locations, parking areas with parking stalls indicated, landscaping, loading areas, access ways, other paved areas, including planting areas, elevations of structure and improvements if any, utilities and signage. The site drainage shall comply with the developments master drainage plan as prepared by the Developer's engineer. All existing natural contours shall be maintained as much as possible or shall be recreated, when feasible. Mounding is encouraged. The Buyer will attempt to maintain as much of the existing natural habitat and plant material as possible along the northern or rear portions of Lots 2 and 3 that are bordering the University Parks Trail.

Development plans shall also describe in detail the types of construction, colors and materials to be used on site. Likewise, alterations and/or additions to any building or other structures or improvements on the Lots must have previous approval of the development plans in writing and all alterations and/or additions must have approval of the development plans in writing by the ARB as complying with the development standards and the requirements of the zoning district of the Subdivision, and shall thereafter be built and constructed in accordance with said approved plans. Development plans shall be submitted in writing over the signatures of the owner of the building site or the owner's agent. The plans shall be based on a boundary and topographical survey prepared by a registered surveyor and shall conform to and contain, but not be limited to, all of the items listed in the following requirements:

- Proposed name of the development;
- Legal description of the site;
- Scale of 50 feet or less to the inch;
- Northpoint;
- Site acreage;
- Property line definition and dimensions of the perimeter of the site;
- Grades and elevations of property and the improvements to be placed thereon and impact of development on adjacent land areas of the site to be developed;
- Existing and proposed surface drainage ways and surface sheet flow patterns, all storm water drainage shall be engineered to not allow drainage onto contiguous property and shall comply with the development master storm drainage plan;
- Existing easements on the site with notations as to their type, extent and nature;
- The location and dimensions of existing and proposed utilities on and adjacent to the site, including the nearest sanitary sewer, with manhole invert elevations;
General layout of the site indicating and illustrating property lines, minimum lot areas, minimum building set backs and yards, location and extent of major off-street parking areas, etc.;

All proposed structures shall be located, showing square footage, tenant or user types, if known, expected entrance ways and service or loading areas, service and loading areas are to be located to the rear of the building and not visible from the street;

Proposed landscape treatment designed by a registered landscape architect;

Elevation of parking lot pavement shall be at an elevation that blocks the view of the headlights of all automobiles using the parking lot or the parking lot shall be screened by constructing a combination of mounds with landscape or natural materials around the perimeter of the parking areas.

Common open areas;

Proposed utility patterns and provisions, including sanitary sewers, waste disposal systems, storm sewers, trash collection systems, location of exterior lighting, and water supply including relevant easements;

Provisions for accommodating surface drainage run off;

Proposed architectural design criteria;

Signage;

Limits of curbing; and

All driveway approaches shall be of concrete stamped with a cobblestone pattern approved by the ARC.

C. BASIS FOR PLAN APPROVAL:

Approval shall be based, among other things, on the adequacy of building site dimensions, integration and impact of the exterior design on existing neighboring structures, effect of location and use of improvements on neighboring buildings, operations and uses; relation of topography grade and finished ground elevation of the building site being improved to that of the neighboring buildings located and constructed on adjacent property, 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 development standards as set forth herein, and all applicable zoning regulations. The ARC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

D. TIME FRAME FOR APPROVAL:

Within thirty (30) business days after a complete submission of plans and specifications to a designated representative of the ARC, the members of the ARC shall convene in person or proxy to review the plans and specifications as submitted and shall
approve, approve with conditions, or disapprove the plans and specifications, or in the
alternative, may adjourn any meeting for an additional meeting in accordance for the
submission of additional information or revised plans and specifications as may be
requested by the ARC. The ARC shall have the right by majority vote to approve plans
and specifications on a conditional basis with the conditions to be specifically set forth.
The ARC shall be authorized to meet without a formal meeting, which shall include
meetings by telephone conference, or by such other means as they may adopt.

2. YARD REQUIREMENTS/BUILDING PLACEMENT/SITE DESIGN

A. BUILDING LINES AND CONSTRUCTION REQUIREMENTS:

The front-yard set-back of any structure on any Lot shall be fifty (50) feet from
the edge of the public right-of-way providing access to said Lot. No structure of a
permanent nature shall be constructed within ten (10) feet of any side-yard line of any
Lot. The northerly side yard line for the Exhibit "D" property shall be fifty (50) feet if
access is off of Major Drive. No structure shall be erected within forty (40) feet of the
rear lot line of any Lot.

B. PARKING AND ACCESS DRIVES:

There shall be no parking of automobiles or motor vehicles of any kind on parking
lots or associated maneuvering lanes within twenty-five (25) feet from the front edge of
the public right-of-way, and no parking is to be permitted on the public roadways
abutting the Property. The area between the property lines and building lines is to be
used for landscaped areas, lawns, walks or perhaps off-street parking (see Section 4
hereof for conditions under which same may be permitted). All parking areas shall be
paved and all entrance radii shall be curved.

No overnight parking is permitted.

Adequate off-street parking shall be provided by each owner and tenant for
customers, visitors, and employees. The locations, number and size of parking spaces
shall be subject to approval by the ARC and shall, at a minimum, comply with Sylvania
Township Zoning Resolution ("Resolution"), unless specifically stated otherwise in these
standards of development.

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

C. OUTSIDE STORAGE:

Outside storage is not allowed.

D. OVERHEAD DOORS:

Overhead doors shall not be permitted to be located on the street side(s) of any
approved structure.
E. DEBRIS AND BURRIE:

All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers, entirely enclosed within small structures as approved in writing by the ARC. All dumpster screens to be brick and/or architectural block, to match the building, with wood gates. Said containers and structures shall be screened from sight with plantings and fencing hidden from view from the right-of-way.

F. EXTERIOR LIGHTING:

All exterior lighting must be arranged or shielded so as to avoid excessive or non-essential glare reflections onto any portion of any adjacent street or onto the path of oncoming vehicles or onto any adjacent parcel. The placement and style of exterior lighting shall be approved in writing by the ARC.

G. MISCELLANEOUS:

All paving, main street lighting, sidewalks, curbs and dedicated roadways shall comply with standards of the Resolution.

H. SIDEWALKS:

Each Lot owner shall be responsible for the installation (notwithstanding anything to the contrary contained in the Plat) and shall thereafter maintain the sidewalks adjacent to his/her Lot in a good and safe condition and clear same of ice, snow or other debris within twenty-four (24) hours after such deposit, and said owner shall indemnify and hold harmless the Developer, Lucas County and Sylvania Township from and against any liability for his/her neglect, failure or refusal to comply with this covenant.

3. NOXIOUS AND OFFENSIVE USES AND MAINTENANCE OF PROPERTY

There shall not be erected nor maintained by any owner, lessee or occupant upon the Property any use, which is deemed by the ARC to be noxious or offensive to the owner of any adjacent property, and the Developer, owner, lessee or occupant of the Property shall be obligated to maintain the Property and any improvements in good condition and the ARC or Developer is authorized to enforce this obligation.

4. LANDSCAPING AND MASTER PLAN ADHERENCE

A landscape plan prepared by a registered Landscape Architect shall be submitted to and approved in writing by the ARC prior to the start of construction on any portion of the Property. No fence, wall, mass planting or any landscape feature shall be erected or installed without prior approval of the ARC. It is expressly understood that the Developer will endeavor to maintain as much of the existing "native" landscape as possible and that the Landscape Architect should be creative in incorporating native species plantings as part of the manicured/domesticated landscape design. It is also expressly understood that Developer does have a master landscaping plan for the Property on file which shall be adhered to by all owners of the Property. These landscape plans and exterior attachments must be approved in the same manner as buildings or other improvements under this Declaration.
All individual lot landscaping plans shall include information regarding the types of trees, hedges and shrubs and information regarding customary landscape treatment from the entire site, including fences, walls and screening. All landscaping, planting and lawn areas must be regularly irrigated with underground sprinkler systems which shall be in operating condition at all times, except those landscaped areas which are designated intentionally as natural or native species areas of the landscape and which may not require irrigation.

The area between the property lines and building lines hereby established is to be used only for landscaped areas, lawns and walks; provided, however, off-street parking may be permitted (except for twenty-five (25) feet of the front yard as stated in Section 2.8 hereof) in a portion of these areas by the ARC under certain conditions. It shall be the responsibility of the owner of a building site to landscape and maintain in a first-class condition the area between the property lines of said owner's building site.

All building sites shall be designed with mounding and/or plantings along the side and rear property lines and the perimeter of parking areas as may be reasonably required and shall be of sufficient height so as to provide shielding or screening of the view of parking areas.

Where trees and/or shrubs are used for such screening purposes, such landscape material shall be located no closer than three (3) feet to any property line.

All landscaping shall be undertaken and completed in accordance with such approved plan and the master landscaping plan and said plan may not be altered, amended, or reviewed without submitting a revised landscaping plan for prior written approval by the ARC.

It shall be the responsibility of the owners of the Property to install the required sidewalks along their frontage per the design requirement of Sylvania Township at the time any building is constructed.

All approved landscaping to be provided on any building site shall be completed immediately unless the season prohibits planting, in which case, landscaping shall be installed within six (6) months from the date of occupancy of the building site, whichever comes sooner.

5. USE OF PROPERTY: RESALE AND LEASING RESTRICTIONS

All future owners of the Property or any portion thereof shall use said Property for lawful purposes only and shall comply with all applicable zoning, building and health regulations in the construction of improvements on said Property and use of said premises, and any and all prior restrictions of record against the Property, including, but not limited to, those found at document recorded at Microfiche No. 97-143D12.

It is specifically understood and agreed that Developer's primary reason in acquiring the Property was to develop and resell the Property for office purposes. As such, Developer will not permit speculative acquisitions by any owner of any portion of the Property or the construction of speculative space for lease. Therefore, it is hereby stipulated and declared as follows:

(a) All construction on any portion of the Property will be done only by duly licensed commercial union contractors, preferably Rudolph/Libbe Inc.;

(b) Construction of the building on any building site shall commence on or before eighteen (18) months after acquisition/closing of the site from the Developer.
any building site remains unbuilt upon for a period of eighteen (18) months after acquisition from Developer by any owner, Developer shall have the continuing right and option upon and after said eighteen (18) months period to reacquire any such for the price paid to Developer for said site with the site owner to pay all customary closing costs such as title work, conveyance fees and real estate tax proration.

(c) Under no circumstances, while Developer owns any portion of the Property will more than twenty-five percent (25%) of the gross leasable area of any building constructed on the Property be held out for speculative leasing purposes; it being the intention of the Developer that at least seventy-five percent (75%) of any building constructed on the Property shall be owner-occupied until such time as Developer sells all of the Property.

6. BUILDING DESIGN AND MATERIALS

A. ARCHITECTURAL DESIGN AND EXTERIOR ELEVATIONS:

The building construction and design shall be used to create a structure with all four (4) suitably attractive sides of good quality, rather than to place all emphasis on the front elevation of the building. Exterior elevation views of each elevation shall be submitted for review and approval by the ARC for each proposed building. Accessory buildings and enclosures, whether attached or detached from the main structure, shall be of similar compatible design and materials used for the main structure.

B. BUILDING MATERIALS, COLORS, AND BUILDING DESIGN:

All exterior building materials and colors must be approved by the ARC and are to be compatible with neighboring properties. The primary exterior materials shall be masonry, cedar, EPFS, stone or other types of non-vinyl/non-aluminum siding, or a combination of these materials. Other materials that may be permitted are natural stone or slate, architectural concrete block as accent material, architectural asphalt shingles, wood shingles, or similar materials as the ARC may approve. Vinyl or aluminum siding and/or trim are strictly prohibited.

All roof appendages such as plumbing stacks, communication masts and fans shall be painted to match the roof.

All HVAC equipment, satellite dishes and similar items must be screened whether roof or ground mounted.

The use of individual roof vents is not permitted; ridge vents, mechanical vents or architectural louvers are required.

All utility devices, i.e. transformers, telephone cabinets and meters shall be screened with landscaping.
C. Proposed Building Use

All owners of the Property shall use the Property for lawful purposes only, and shall comply with all applicable zoning, building and health regulations applicable to the construction of improvements on the Property and use of said premises.

All production, assembly, processing and storage shall occur within enclosed buildings. The projected number of employees associated with the building site shall be presented to the ARC with the development plan submission.

7. Signage

It is specifically understood that one of the paramount concerns of the Developer is to establish uniformity and a theme of signage within Cobblestone Woods and certain adjacent properties. Therefore every owner hereby agrees that only one (1) MAIN freestanding sign will be permitted per building site within Cobblestone Woods and that sign’s location must be approved in writing by the ARC and such sign shall look like and be of the dimensions as that depicted on Exhibit “E” attached hereto. Tenant Directory Signs are also permitted to be constructed at each entrance of a building and shall be designed as depicted on Exhibit “E”. The color of the Tenant Directory sign shall be as described on Exhibit “E”, or the color of the “decorative forms” of said sign shall match the colors of the building. The Tenant Directory Sign plan must be approved in writing by the ARC. Tenant Identification Signs are also permitted. Only one (1) address will be permitted per building site and such address shall be on the Exhibit “E” MAIN sign, Tenant Directory Sign and one (1) mailbox located at a place approved by the ARC. All places of business at any building within Cobblestone Woods will be identified for address purposes as “suites” in numerical order such as 100, 200, etc. and not with letters or other identification. Plans and specifications for the construction, installation or alteration of all outdoor signs must be submitted in the form of two (2) drawings or blueprints for approval by the ARC.

A. Specifications Shall Include:

Dimensions and height.
Materials of construction.
Category, type, style and placement/location.
Copy, logos, symbols, special designs, colors and letters styles.
Means of illumination, if any.

B. Signage Categories:

MAIN Building Sign, consisting of building address with street name, and company name.

TENANT DIRECTORY SIGN, consists of a sign showing the building address, suite number and company name of the individual tenants.

TENANT IDENTIFICATION SIGNS, are a plaque sign with the Tenant’s name and logo mounted on the building at the entrance.

Informational signage includes door/entry signage, regulations such as “no parking” and directional signs such as “delivery in rear”.

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C. **SIGNAGE TYPES:**

1. Freestanding. Horizontal signage, that is, longer in its horizontal dimension than its vertical dimension, not connected to or part of any building or structure.


3. Multiunit. Mounted or freestanding identification signage of several tenants, or various directions/information on one sign.

**Office Site Freestanding Signage Restrictions:**

1. **MAIN BUILDING SIGN:**

   Each building site shall have a single, freestanding MAIN sign identical to that as described on Exhibit "E" and which must be approved in writing by the ARC.

   All signs are to be placed perpendicular to street.

   Placing signage on top of mounding is not permitted.

   Decorative mounding and/or landscaping around the signage is permitted and encouraged, subject to prior approval of the ARC.

   All signage shall also meet the requirements for same as defined by Sylvania Township.

   Company logos are not permitted on this sign.

2. **TENANT DIRECTORY SIGN:**

   Each building is permitted to have a Tenant Directory sign at each main entrance of the building. Each Tenant Directory sign shall be identical to that shown on Exhibit "E", except that in addition to the color of the Decorative forms being determined by the color of the Wisconsin split-face Fieldstone base, it can also be the colors or compatible hues of color taken from the building. The sign base will be only as described on Exhibit "E". Company logos are not permitted on this sign.

3. **TENANT IDENTIFICATION SIGN:**

   Each Tenant is permitted to have a Tenant Identification Sign, which is a plaque sign with the Tenant's name and company logo, mounted on the building at th.e entrance. The sign plan shall be as described on Exhibit "E".

4. **ILLUMINATION REQUIREMENTS:**

   External illumination only is permitted, which shall be ground lighting only.
External illumination shall be placed so as to not cause glare to pedestrians or vehicles.

Constant white lighting is permitted as a source of illumination.

All electrical service must be underground.

Any exposed light source must be concealed by landscaping.

8. UTILITIES, SERVICES AND EASEMENTS

Developer reserves the exclusive right to grant easements with the consent of Sylvania Township, where applicable, for the construction, operation and maintenance of electric light, telephone lines and conduits, for water, gas, sewer and pipes, and conduits or such other public utilities facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of the Property may now or hereafter front or abut. All utility services to the Lots shall be installed underground.

Developer reserves a perpetual non-exclusive easement in, through, under and/or over those portions of the rear and sides of each buildable site for utility right-of-way, including, but not limited to, the northerly fifty (50) feet of the Exhibits "C" and "D" Lots. Developer reserves the right to change, relocate or abandon such easements or rights-of-way as may be necessary in the development of the Property, for the construction, operation and maintenance of electric lights, telephone lines and conduits and water, gas and sewer lines, and conduits or any other public utility facilities and storm drainage and retention ponds, together with the necessary or proper incidents or appurtenances; and no building or any part thereof shall be erected or maintained upon any part of the Property, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. Developer further reserves a perpetual non-exclusive easement over, upon and across Lot "A" of the Plat of Cobblestone Woods, Sylvania Township, Ohio ("Plat"), for purposes of erecting signage and landscaping for what is to be commonly known as the adjacent "Cobblestone Office Park".

9. SUB-DIVIDING LOTS

No portion of the Property shall be sub-divided or split without the prior written consent of the ARC.

10. PROPERTY OWNERS' ASSOCIATION AND COMMON AREAS

As stated in numbered paragraph 19 below, Developer intends to form a non-profit corporation comprised of all Lot owners and owners of certain real property described on Exhibit "F" attached hereto ("Adjacent Property") to, after assignment by the Developer to it of all powers, duties and provisions granted hereunder, govern the Subdivision. Each Lot and Adjacent Property owner shall be responsible for the pro-rata costs of maintaining, repairing and replacing any or all of the "Common Areas" of Cobblestone Woods, which are hereby defined to include, but not be limited to, all identification signs, island and entrance landscaping and other entrance features to Cobblestone Woods, the bike trail access easements, Lots "A" and "B" of the Plat, which are a certain pond and entry landscape areas within and to Cobblestone Woods, and certain areas outside the boundaries of the Plat of Cobblestone Woods, which include a private drive over a certain portion of the adjacent Meijer's property providing access for the Subdivision.
to King Road, the landscaping and sprinkler systems surrounding said private roadway, certain landscaping and attendant facilities proposed by the Developer and surrounding the detention pond or area located on the Mejer's property, any identification signage for Cobblestone Woods wherever located outside the boundaries of Cobblestone Woods (there could be a sign for Cobblestone Woods somewhere on the Adjacent Property), and the costs to insure all of same. All costs for the maintenance and care of the Common Areas shall be shared equally on a per Lot or building site basis and paid for through an estimated annual payment by each Lot and Adjacent Property owner. If any Lot or Adjacent Property owner shall fail to pay his/her share of such Common Area costs as and when due as provided for herein, said amount shall bear interest at the highest rate permitted by law until fully paid and the Association or Developer, as the case may be, may file a lien against the property of such owner and thereafter foreclose said lien.

11. **REMEDIES UPON VIOLATION**

   Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the Property subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every and subsequent owner or occupant as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give the Developer or any other owner of any portion of the Property the right; (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said Property, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and Developer or said other owner shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings either at law or in equity, by the Developer or other owner. The Developer further grants to the ARC the power and authority to enforce the restrictions set forth hereinafore in the event the Developer shall fail to enforce the compliance with said restrictions.

12. **ARC LIABILITY**

   Neither the ARC nor Developer or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or land affected by this Declaration, by reason of mistake in judgment, negligence of 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 ARC for approval agrees, by submission of such plans and specifications, and every owner or tenant of any of such building sites agrees, by acquiring title thereto, or an interest therein, that he will not bring any action or suit against the ARC or Declarant to recover any such damages.

13. **SUBORDINATION TO MORTGAGES**

   All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede
or any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said 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, his heirs, successors, or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration of Restrictions.

14. **FAILURE TO ENFORCE NOT A WAIVER**

   No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur, or their duration.

15. **SEVERABILITY OF RESTRICTIONS**

   The invalidity of any restriction hereby imposed or of any provision hereof or any part of such restriction or provision shall not impair or affect in any manner, the validity enforceability or affect the rest of this Declaration.

16. **VIOLATION OF RULES AND REGULATIONS**

   A violation of any of the rules and regulations duly promulgated and passed by the Developer shall be deemed a Violation of this Declaration and may be enjoined as herein provided.

17. **MODIFICATIONS AND AMENDMENTS**

   This Declaration of Restrictions may be modified and amended by the Developer unilaterally for any reason or upon the written consent to any such modification or amendment of a majority of the owners of record of sites within the Property and concurrence of the ARC. Any modification of or amendment to this Declaration of Restrictions and those consenting to such modification and/or amendment shall execute said document in a recordable form and thereafter such document shall be filed for record with the Recorder of Lucas County, Ohio. Upon recording, such modification or amendment shall be binding upon all owners of the Property and together with this Declaration of Restrictions shall continue in full force and effect. Provided, however, that any previous action taken by owners of the Property in reliance upon this original Declaration of Restrictions, which action would be prohibited after any modification or amendment of this Declaration of Restrictions, shall not be affected by any such modification or amendment. Amendment, modification or termination of the foregoing restrictions to be effective shall be expressly subject to approval of the zoning body having jurisdiction of the subject property.

18. **AUTHORIZED SIGNATORIES**

   Whenever any of the foregoing covenants, restrictions, reservations, or agreements provide for any approval, designation, determination, modification, amendment, consent or any other action by the Developer, or either of them any such approval, designation, determination, modification, amendment or consent or any other action shall be sufficient if executed by a managing member of Developer, or its duly authorized successor with the concurrence of the ARC.
19. PROPERTY OWNERS ASSOCIATION

Upon the sale of not less than eighty (80%) per cent of the buildable Lots or sites in Cobblestone Woods and the Adjacent Property, the Developer may, but shall not be compelled to, establish the Cobblestone Woods Property Owners Association, Inc., a non-profit corporation ("Association"), which shall be made up of all the owners of Lots in Cobblestone Woods and Adjacent Property. Developer shall establish the rules and by-laws for the conduct of the business to be conducted by the Association which shall thereafter bind all of said owners. After creation of said Association and formulation of its rules and regulations by Developer, every owner of a buildable Lot within Cobblestone Woods and Adjacent Property shall become a member thereof and each such owner, including Developer, shall be entitled to one vote on each matter submitted to the membership of the Association for each Lot owned by him, her or it, provided however, that where title to a Lot is in more than one person or entity, such co-owners acting jointly shall be entitled to one vote for each Lot owned by them.

The Association, by vote of its membership conducted under the rules and regulations formulated in the first instance Developer may adopt such reasonable rules and regulations as it may determine advisable for the maintenance, conservation and beautification of Cobblestone Woods and Adjacent Property and for the health, comfort, safety and general welfare of owners of said property and all part of said property shall at all times be maintained subject to such rules and regulations.

In addition, Developer may, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with all or some of the rights, privileges and powers herein retained by the said Developer under this Declaration which said assignment shall be recorded in the office of the Recorder for Lucas County, Ohio.

20. BINDING EFFECT

This Declaration and the covenants, conditions, agreements and provisions contained herein, shall run with all of the land in and shall be binding upon and inure to the benefit of all persons (whether natural, corporate or otherwise), their heirs, successors, executors, administrators and assigns, who hold any interest whatsoever in the Property which is the subject of this instrument regardless of how or in what manner said interest is acquired.

IN WITNESS WHEREOF, Developer has executed this Declaration this 14th day of

\[\text{JULY} \quad 2002\]

WITNESSES:

CENTRAL OFFICE PARK, LTD., an Ohio limited liability company

Prepared By: RUDOLPH/LIBBE PROPERTIES INC.,
7255 Crossleigh Court, Suite 108
Toledo, OH 43617
an Ohio corporation, managing member

[Signature]

By: Andrew R. Rush, Secretary-Treasurer

[Signature]
State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me as of this 14th day of
June, 2002, by Andrew R. Rush, Secretary-Treasurer of Tri-Joby/Libbe Properties
Inc., an Ohio corporation, managing member of Central Office Park, L.L.D., an Ohio limited
liability company, on behalf of said corporation and said limited company.

[Signature]
Notary Public

SUSAN UTLEY
Notary Public, State of Ohio
Commission Expires 4/22/07
Exhibit "A"

LEGAL DESCRIPTION

Lots one (1) through seven (7) in the Plat of Cobblestone Woods, Sylvania Township, Lucas County, Ohio as recorded in Volume 147, Page 69 of Plats, Lucas County, Ohio Recorder.
EXHIBIT "B"

Being All Of Lot 8 And A Part Of Lot 9 Of The Plot Of
Cobblestone Woods As Recorded In Volume 147, Page 69 Of
Plots, Lucas County Recorder, Being In The Southwest Quarter Of
Section 21, Towns 9 South, Range 6 East, Sylvania Township,
Lucas County Ohio Bounded And Described As Follows;
Beginning At The Southwest Corner Of Said Lot 8;
Thence North 10°23'27" East 14.65 Feet Along The West Line Of
Said Lot 8 And The East Right-Of-Way Line Of Portman Drive To
A Point Of Curve;
Thence On A Curve To The Right Having A Radius Of 120.00
Feet Through A Central Angle Of 42°33’06” For An Arc Of 89.12
Feet Along The Northwestern Line Of Said Lot 8 And The
Southeasterly Right-Of-Way Line Of Portman Drive To A Point
Of Tangency. Said Curve Having A Chord Of North 31°40’00” East
87.09 Feet;
Thence North 52°56’33” East 405.51 Feet Continuing Along Said
Line To The Southwest Corner Of Said Lot 8 And The Southerly
Right-Of-Way Line Of Crossleigh Court;
Thence On A Curve To The Left Having A Radius Of 700.00 Feet
Through A Central Angle Of 18°55’06” For An Arc Of 231.13
Feet Along The Northeasterly Line Of Said Lot 8 And The
Southerly Right-Of-Way Line Of Crossleigh Court To The
Northeast Corner Of Said Lot 8. Said Curve Having A Chord Of
South 55°38’16” East 230.09 Feet;
Thence South 26°08’04” West 249.63 Feet To A Point On The
South Line Of Lot 9 Being 118.02 Feet East, As Measured Along
Said South Line, From The Southwest Corner Of Said Lot 9;
Thence North 87°19’47” West 452.44 Feet Along Said South Line
Of Lot 9 And The South Line Of Lot 8 To The Point Of Beginning,
Containing 2.645 Acres More Or Less. Subject To All Legal
Highways, Easements And Restrictions Of Record. Bearings Used
Herein Are Based On The Plot Of Cobblestone Woods. Said Parcel
Containing All 2.335 Acres Of Parcel No. 79–72737 And 0.310
Acres Of Parcel No. 79–72738. This Description Was Prepared By
The Mannik & Smith Group On April 23, 2001 From A Previous
Survey Of The Premises.
Being Part Of Lot 9 Of The Plat Of Cobblestone Woods As Recorded In Volume 147, Page 69 Of Plats, Part Of Lot 2 Of Meijer Buckeye Plat As Recorded In Volume 141, Page 85 Of Plats, Lucas County Recorder And Part Of The Southwest Quarter Of Section 21, Towns 9 South, Range 6 East, Sylvania Township, Lucas County Ohio Bounded And Described As Follows;
Beginning At The Northwest Corner Of Said Lot 9;
Thence On A Curve To The Left Having A Radius Of 700.00 Feet Through A Central Angle Of 17°04'44" For An Arc Of 205.66 Feet Along The North Line Of Said Lot 9 And The South Right-Of-Way Line Of Crossleigh Court To A Point Of Tangency, Said Curve Having A Chord Of South 73°38'12" East 207.88 Feet;
Thence South 82°10'34" East 141.76 Feet Continuing Along Said South Right-Of-Way Line To A Point;
Thence South 02°40'13" West 252.04 Feet To A Point;
Thence North 87°19'47" West 158.58 Feet To The West Line Of Said Lot 2 Of Meijer Buckeye Plat;
Thence North 04°33'03" East 85.05 Feet Along Said West Line To A 5/8" Iron Rod Found At The Northwest Corner Of Said Lot 2 And The Southeast Corner Of Lot 9 Of Cobblestone Woods;
Thence North 87°19'47" West 286.77 Feet Along The South Line Of Said Lot 9 Of Cobblestone Woods To A Point Being 118.02 Feet, Measured Along Said South Line, From The Southwest Corner Of Said Lot 9;
Thence North 26°08'04" East 249.63 Feet To The Point Of Beginning Containing 2.053 Acres More Or Less. Subject To All Legal Highways, Easements And Restrictions Of Record.
Bearings Used Herein Are Based On The Plat Of Cobblestone Woods, Said Parcel Containing 1.376 Acres Of Parcel No. 79-72738, 0.370 Acres Of Parcel No. 78-33217 and 0.307 Acres Of Parcel No. 78-33459.
EXHIBIT "D"

Description Of Remainder Of Parcel #78-33217:
All That Part Of The Southwest ¼ Of Section 21, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, And Being Further Described As Follows:
Beginning At The Northeast Corner Of Lot 2 Of The Meijer Buckeye Plat, Recorded In Volume 141, Page 85, Of Plats At The Lucas County Recorder’s Office;
Thence On The North Line Of Said Plat On A Bearing Of North 87°19'47" West 284.18 Feet To A Point;
Thence North 02°40'13" East 167.04 Feet To The South Right-Of-Way Line Of Crossleigh Court;
Thence South 82°10'34" East 289.99 Feet Along Said Right-Of-Way Line To The West Right-Of-Way Line Of Meijer Drive;
Thence South 04°33'03" West 141.07 Feet Along Said West Right-Of-Way Line To The Point Of Beginning, Containing 1.014 Acres More Or Less, Subject To All Easements, Restrictions Or Rights Of Way, If Any, And Being A Part Of Lucas County Tax Parcel No. 78-33217.
Bearings Used Herein Are Based On The Plat Of Meijer Buckeye Plat.
business main identification sign

- All sign colors will match the color scheme of the building and existing and new stone at site.

- Decorative frame: dryvit construction with acrylic paint treatment (colors to be determined by stone and building color scheme)

- Address and Street Name, 1/2" tall cut aluminum letters with flat black acrylic pen and finish, Roman style, Diamond Bold 5" letters (two); University Roman 2.5"

- Sign copy panel: 3/8" thick aluminum with .060 aluminum angle frame, automotive enamel finish, color to match brick with gold or coppery. Standard and the base sign application, Times New Roman Regular 2.5" for single line 2.25" for double line. "Sign accommodates 1-8 locations"

- Sign Main Body: 1/2" thick aluminum angle frame stained with automotive enamel finish with a acrylic base with vitrified acrylic paint (colors to be determined by stone and building color scheme)

- Slate Aluminum Side Construction with both automotive enamel finish, 8" x 8" cap tile with Vitreous spot face stone directly against base structure

- Sign copy panel 1/8" or 1/16" of total advertisement area for address, configurations (change is to street level needs)
tenant directory sign

*All Sign colors will match the color scheme of the building and existing and new stone at site.

Dimensions:
- 7311
- suite 100
- Company Name
- suite 200
- Rudolph/Libbe Properties

Dimensions:
- 6.1" x 28.9"
- 34.1" x 54.4"
- 11.2" x 41.9"

Materials:
- Decorative forms: 0.080 Aluminum with 0.125 2"x2" Aluminum angle brace, laser finish to simulate Dryvit and painted with Acrylic latex. (colors to be determined by stone and building color scheme.)
- Sign Main Body: 0.065 Aluminum angle brace skinned with 0.080 Aluminum and finished with acrylic polyurethane with 3M high performance vinyl lettering.
- Posts: 0.050 Hollow Aluminum Regular Uppercase & Lowercase with Garamond Address in white. Copy panel is removable for all-season changeability. (color to be determined by stone.)
- Total tenant image area 4,675 sq.ft. for all tenants.

Base: Aluminum tube construction with satin automotive enamel finish, Limestone 3"m cap top with Wisconsin split field stones directly applied to base structure.
12"x36" Wall mount Tenant Identification Sign
Aluminum extruded retainer with .090 Aluminum faces
Automotive enamel finish with 3M vinyl copy.
Satin black panel with white copy.