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.
SCHOEN AND ASSOCIATES, LIMITED, an Ohio Limited Partnership

of Lucas County, State of Ohio

for valuable consideration paid to LOUISVILLE TITLE AGENCY FOR M.M.
grawn with general warranty covenants to ... OHIO, INC. TRUSTEE.
whose tax mailing address is 224 Erie Street Toledo Ohio 43664

the following described real property:

Lot numbers 9 thru 18, inclusive, in "COMMERCE EXECUTIVE PARK", Tract 3, a subdivision in Springfield Township, Lucas County, Ohio.

DEC 19 1979

TRANSFERRED BY
IN COMPLIANCE WITH SEC. 3171.02 B.C.

OHIO, INC. TRUSTEE

FEES $ EXACT

"EXACT"

Subject to zoning ordinances, restrictions of record and public utility or other easements of record and taxes and assessments payable after date hereof, and subject to certain restrictions contained in Exhibit A attached hereto and incorporated herein by reference.

Prior instrument reference:

Witness this hand

DEC 19 1979

SCHOEN AND ASSOCIATES, LIMITED, a limited partnership

Richard R. Lottier

Being all the general partners of Schoen and Associates, Limited,

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this 12th day of December, 1979 by Richard R. Lottier and John F. Schoen of Schoen and Associates, Limited, a limited partnership.

My commission expires:

WYNN MCDERMOTT

Notary Public, Lucas County, Ohio

PARTNERSHIP CERTIFICATE IN COMPLIANCE

WITH SEC. 3177.02, MICROFICHE NO.

66-14758 FRED 6-17-77

Sandy Markos, Recorder, by (Seal)

This instrument prepared by:

John W. Bihlmer, Jr.

79 514.01
DECLARATION OF EASEMENTS, Covenants and Restrictions

As to Commerce Executive Park
A Subdivision in Springfield Township,
Lucas County, Ohio

WITNESSETH THAT:

WHEREAS, Schoen and Associates, Limited is the owner of the following described real estate, situated in Springfield Township, Lucas County, Ohio, viz:

Lots numbers one (1) through eighteen (18), inclusive, in "COMMERCE EXECUTIVE PARK", a Subdivision in Springfield Township, Lucas County, Ohio,

(all of which real estate is hereafter referred to as "Commerce Executive Park").

WHEREAS, Schoen and Associates, Limited desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Commerce Executive Park, certain easements, and rights, in, over and to Commerce Executive Park, and certain restrictions with respect to the use thereof.

NOW, THEREFORE, Schoen and Associates, Limited, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

EXHIBIT A, CONSISTING OF 17 PAGES, TO A DEED DATED DECEMBER 13, 1979 FROM SCHOEN AND ASSOCIATES, LIMITED TO LOUISVILLE TITLE AGENCY FOR M.W. OHIO, INC., TRUSTEE
ARTICLE ONE

Section 1. The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "DEVELOPER" shall mean and refer to Schoen and Associates, Limited, an Ohio Limited Partnership, and any successor to all or substantially all of its business of developing Commerce Executive Park.

(b) "LOT" shall mean and refer to any lot designated on the recorded plat of Commerce Executive Park, improved or unimproved, on which a Structure may be located.

(c) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Structure which is a part of Commerce Executive Park, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(d) "DECLARATION" shall mean this Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictions, covenants, conditions and agreements referred to herein.

(e) "ASSOCIATION" shall mean Commerce Executive Park Property Owners Association, or a name similar thereto as provided for in Article Three hereof.

(f) "STRUCTURE" shall mean and refer to any thing or device other than trees, shrubbery (which is less than two (2) feet high if in the form of a hedge) and landscaping the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, carport, porch, shed, patio, swimming pool, radio or television antenna, fence, curbing, paving, wall hedge more than two (2) feet in height, signboard or any temporary or permanent living
quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by an Owner.

ARTICLE TWO

Section 1. No Structure or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any Lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the Lot, including the grade elevations of said Structure, the plot plan showing the proposed location of said Structure upon said Lot and the plans, specifications and details of said Structure shall have been approved in writing by the Developer, its successors or assigns and a true copy of said plans, specifications and details, shall have been lodged permanently with the Developer, and no structure except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said Lot.

Section 2. No alterations shall be made in the location, height, or exterior design of any Structure erected, permitted or maintained upon any Lot after once established,
unless written approval of such alteration shall first have been obtained from the Developer. No addition to any buildings shall be erected or maintained upon any Lot after once established unless written approval of such addition shall first have been obtained from the Developer.

Section 3. No Structure shall be erected, reconstructed, placed or suffered to remain upon said Lot, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision nor nearer to any sideline or rear line than shall be determined by the Developer, in writing at the time of the approval of the plans and specifications for said Structure. This restriction as to the distance at which said Structure shall be placed from the front, side and rear lines of said Lot shall apply to and include overhangs, porches, verandas, portes cocheres, and other similar projections of said Structure. The parcel of land upon which a Structure is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one Lot or part of one, two or more Lots delineated on the recorded plat of Commerce Executive Park, but only with the written consent of the Developer.

Section 4. The location of any and all driveways and parking areas shall be and remain as now established upon said Lot, or, if not now established, shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said Structure. No driveways
or parking areas shall be located, relocated or suffered to remain upon said lot except as now located or determined in writing by the developer. Complete specifications for construction of driveway and parking areas shall be submitted to the developer and its approval thereof endorsed thereon in writing.

Section 5. No portion of the within described lot nearer to any highway than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said lot for walks (parking and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, for the purpose of beautifying said lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, wall, hedge, enclosure of any kind, or parking lot shall be constructed, erected, permitted or maintained upon any lot, unless written approval has been obtained from the developer, complete plans and specifications therefore showing the nature, kind, shape, height, construction materials and color scheme of any such fence, wall, hedge, enclosure, or parking lot, as well as, to the location
of such alterations, additions or fence, wall, hedge, enclosure or parking lot on the Lot have been approved in writing by the Developer as a permanent record.

Section 6. In connection with the provisions contained in Sections 1 through 4 hereof, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of a Lot, or by reason of the Structure to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said section would work a hardship, the Developer may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 7. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone lines and conduits, cablevision poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any 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 said Lot may now or hereafter front or abut.

Section 8. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the sides of each Lot within two and one-half (2 1/2) feet of each side lot line (with the exception of the side lot line between Lot seven (7) and Lot eight (8)) and in, through, under and/or over
Park designed as Basement, Utility Basement, Utility Basement, Storm Drainage Basement, or words of similar import, for the construction, operation and maintenance of electric lights, telephone lines and conduits, telegraph and cablevision poles, and for water, gas and sanitary or storm sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incident and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any Lot in Commerce Executive Park, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. No Owner of any Lot in Commerce Executive Park shall have the right to reserve or grant any easement or rights-of-way upon, under, on or over any Lots without the prior written consent of the Developer.

Section 2. Lots shall be used only for retail sales and services, professional or business services, restaurants, commercial schools, administrative offices, and uses of a similar nature approved by the Developer. Truck parking, storage of materials, and assembly of materials or products shall be allowed only as activities secondary to or servicing commercial uses.

Section 10. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said Lot.

Section 11. Developer reserves the sole and exclusive right to establish grades and slopes on any Lot herein
described, and to fix the grade at which any structure shall
hereafter be erected or placed thereon, so that the same may
conform to a general plan.

Section 12. A landscaping plan for each lot shall be
submitted to the developer for approval, in writing, prior
to the commencement of construction. Said landscaping shall
be installed and completed within six (6) months from date
of occupancy of the structure.

Section 13. All rubbish and debris, combustible and
noncombustible, and all garbage shall be stored in underground
containers or stored and maintained in containers, entirely
within the structure or, if approved in writing by the
developer, stored and maintained within a screened or fenced-
in area on the lot. Additional regulations for the storage,
maintenance and disposal of rubbish, debris and garbage may,
from time to time, be established by the developer.

Section 14. No pole or overhead or exposed wires,
whether for use in connection with radio, telephone, electric
light or any other purpose, shall be installed, erected,
placed or suffered to remain upon any lot without the approval
and consent of the developer having been obtained and granted,
in writing. No advertising sign, whether fixed to structure,
window, or site, billboard or other advertising device,
whether for the purpose of advertising goods, services or
entertainment, or advertising the sale of said lot or otherwise
shall be erected, placed, displayed or suffered to remain
upon said lot without the approval and consent of the developer.
having been obtained and granted, in writing. Developer reserves the right to place signs on any unsold lots.

Section 15. No boat, boat trailer or house trailer of any type shall be parked, kept or stored on any Lot unless completely within the Structure. No trailer, tent, shack, barn, house car, or outbuildings of any type shall be permitted on any Lot.

Section 16. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer, and the Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof, or acquiescence in, or consent to, any continuing, further or succeeding breach or violation thereof, and the Developer shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any Lot without
first obtaining the written consent of Developer. The provisions of this section shall not prohibit the reconveyance of less than the whole of any Lot where the Developer previously approved such conveyance of less than the whole of any Lot.

No grantee or successor in title shall execute any annexation petition without first obtaining the written consent of the Developer. In addition thereto, each grantee or successor in title agrees to execute any annexation petition requested by the Developer.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by the Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 19. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by the Developer, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer and approved by the written powers of attorney of the Developer as then recorded in the Records of Lucas County, Ohio, shall be sufficient.

Section 20. Developer may, as it deems advisable,
adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the maintenance, conservation and beautification of Commerce Executive Park and for the health, comfort, safety and general welfare of the Owners of the Lots in Commerce Executive Park.

ARTICLE THREE

Section 1. Upon the completion and sale of not less than seventy-five percent (75%) of the Lots in said Commerce Executive Park, the Developer may cause to be incorporated a nonprofit corporation under the laws of the State of Ohio, to be called the "Commerce Executive Park Property Owners Association" or a name similar thereto, and upon the formation of such Association, every Owner of a Lot shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one (1) vote on each matter submitted to a vote of members for each Lot owned by him or its; provided, however, that where title to a Lot is in more than one (1) person, such co-owners acting jointly shall be entitled to but one (1) vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Lots, and for the health, comfort, safety, and general welfare of Owners of said Lots and all parts of said Lots shall at all times be maintained subject to such rules and regulations.

Section 3. Developer may, by an instrument in writing,
in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

Section 4. Each and every Lot and Owner in Commerce Executive Park shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments 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 March each calendar year for such calendar year. The Association shall have a perpetual lien upon any Lot to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner of each Lot at the time when the assessment falls due. Each annual assessment shall become a lien against each Lot on the first day of the year in which it is due and shall be prorated between the owners of part of any Lot in accordance with the proration which the area of each part of a Lot to which each owner holds legal title bears to the total area of the Lot against which the annual assessment is made. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the Office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that the Commerce Executive Park Property Owners Association claims a lien for unpaid annual
assessments for the years in the amount of $ against the following described premises:

(insert legal description)

COMMERCIAL EXECUTIVE PARK
PROPERTY OWNERS ASSOCIATION

By

President

STATE OF OHIO )
)
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of __________, 19__, by __________, President of Commerce Executive Park Property Owners Association, an Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said annual 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 by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each Lot a lien for its costs and expenses in that behalf, including attorney fees. No Owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of his Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to

-11-
payments which become due prior to such sale or transfer.
No sale or transfer shall relieve such Lot from liability
for any assessments thereafter becoming due or from the lien
thereof.

The aforesaid annual assessments shall be levied against
all Lots in Commerce Executive Park. The assessments shall
be applied only toward payment of the following costs and
expenses:

(a) For the construction, improvement, mainte-
ance, alteration and removal of all lands and
amenities and facilities thereon which may be
designated for the common use and enjoyment of the
Owners of Lots in Commerce Executive Park, in-
cluding but not limited to, the construction,
 improvement, maintenance, alteration and removal
of lakes, bridges, dams, drainage channels,
pathways, parks, boulevard areas, roadways and
streets, and including the employment of per-
sonnel to maintain, guard and police the same;

(b) For the cost of collecting assessments,
and expenses of maintaining the Association,
and for any and all other purposes which the
Association may determine from time to time to
be for the general benefit of the Owners of
Lots in Commerce Executive Park.

Such annual assessments may be increased, decreased or
adjusted from year to year by the Association as the interests
of the Owners in Commerce Executive Park may, in its judgment,
require. 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 in reference thereto shall be
binding upon all the interested parties. Upon demand of any
Owner and after payment of a reasonable charge therefor, the
secretary or treasurer of the Association shall promptly issue a certificate stating forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE FOUR

Section 1. Each grantee of the Developer by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights, and powers of the Developer, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared bind every owner of any interest therein, and inure to the benefit of such Owner, in like manner 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 its successors or assigns, or the Association, as the case may be, 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 Lot or Lots, any Structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions
hereof, and the Developer, or its successors or assigns, or
the Association, or its agents, shall not thereby be deemed
guilty of any manner of trespass; or (b) to enjoin, abate or
remedy by appropriate legal proceedings, either in law or
equity, the continuance of any breach.

Section 2. Developer shall have the right to construe
and interpret these restrictions, and its construction or
interpretation, in good faith, shall be final and binding as
to all persons and property benefited or bound by such
restrictions.

Section 3. 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.

Section 4. The invalidity of any restriction hereby
imposed, or of any provisions hereof, or of any part of such
restriction or provision, shall not impair or affect in any
manner the validity, enforceability or effect of the rest of
this Declaration.

Section 5. Developer reserves the right to change,
modify, alter or rescind any of the restrictions and cove-
nants herein contained.

Section 6. A violation of any of the rules and regula-
tions adopted by Developer or by the Association, as the
case may be, shall be deemed a violation of this Declaration
and may be enjoined as herein provided.
Section 7. The rights, privileges and powers herein contained shall be assignable to, and shall inure for the benefit of, its successors and assigns.

Section 8. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with the land in said Commerce Executive Park, and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Commerce Executive Park, regardless of how or in what manner said interest is acquired, until the first day of January 2004, and, except as otherwise provided in Section 9 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 9. This Declaration may be amended prior to January 1, 2004 with the written approval of the then Owners of not less than two-thirds (2/3) of the Lots in Commerce Executive Park, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Lot Owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2004, and may be amended or terminated thereafter with the written approval of the Owners of not less than one-half (1/2) of the Lots in Commerce Executive Park upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Received for record December 19, 1979 at 12:01 P.M. in Mortgage Record 79-61401, Lucas County, Ohio Records.
19276

AMENDMENT TO THE DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS

THIS AMENDMENT, made and entered into by COMMERCE PARK
LIMITED, an Ohio Limited Partnership (hereinafter "Developer")
this 30th day of October 1980.

WITNESSETH THAT:

WHEREAS, by Declaration of Easements, Covenants and
Restrictions recorded as Microfiche Number 79 614A01 of the
Mortgage records of the Lucas County Recorder (hereinafter
the "Declaration"), Schoen & Associates, Limited, an Ohio
Limited Partnership, as the owner of Lot Numbers One (1)
through Eighteen (18) in Commerce Executive Park, Plat I, a
Subdivision in Springfield Township, Lucas County, Ohio sub-
mitted said lots to certain easements, covenants and restrictions;

WHEREAS, Schoen & Associates, Limited, pursuant to
Section 5 of Article Four of the Declaration, reserved the
right to change, modify, alter or rescind any of the restric-
tions and covenants contained in the Declaration;

WHEREAS, Schoen & Associates Limited, by an Assignment
recorded as Microfiche Number 80 095D08 of the Lucas County,
Ohio Mortgage Records assigned to Developer all of its
rights, privileges and powers retained in the Declaration;

WHEREAS, the Developer desires, pursuant to Section 5
of Article Four of the Declaration, to change, modify, and
alter Section 9 of Article Two of the Declaration.

NOW THEREFORE, Developer pursuant to Section 5 of
Article Four of the Declaration, hereby declares as follows:

Section Nine (9) of Article Two of the Declaration is
hereby changed, modified and altered to read as follows:

Section 9. Lots shall be used only
for retail sales and services, professional
or business services, restaurants, com-
mmercial schools, administrative offices,
and uses of a similar nature approved
by the Developer. Other than Lots 14,
15 and 16, no lot shall be used as a
buid et motel or for us a similar to those
moteis presently operated by Red Roof
Inns, Budgetel, Knights Inn, Days Inn
and LaQuinta. Truck parking, storage of
materials, and assembly of materials or
products shall be allowed only as activi-
ties secondary to or servicing commercial
uses.

IN WITNESS WHEREOF, Commerce Park Limited has caused
this Amendment to be signed by its General Partner on the
day and year first above written.

Signed and acknowledged in
the presence of:

John W. Leffler, General Partner

STATE OF OHIO  
/ SS:
COUNTY OF LUCAS

BEFORE ME, a Notary Public in and for said County,
personally appeared Richard R. Leffler, General Partner
of the said Commerce Park Limited, an Ohio Limited Partnership
who acknowledged that he did sign said instrument as General
Partner of said Limited Partnership on behalf of said Limited
Partnership and by authority of all of its partners; that
said instrument is the voluntary act and deed of the said
Richard R. Leffler as such General Partner, and the voluntary
act and deed of said Limited Partnership for the uses and
purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my
name and affixed my official seal this ______ day of __________
1980.

Notary Public

This instrument was prepared by:

John W. H. Humbert II, Esq.
Toldeo, Ohio 43604

50 830801
ASSIGNMENT

THIS ASSIGNMENT made and entered into by Schoen and Associates, Limited, this 7th day of March 1980.

WITNESSETH THAT:

WHEREAS, by deed recorded as Microfiche Number 79 614A01 of the records of the Lucas County Recorder, Lots numbers one (1) through eighteen (18) inclusive, in Commerce Executive Park, a Subdivision in Springfield Township, Lucas County, Ohio were submitted by Schoen and Associates, Limited, to certain easements, covenants and restrictions by a Declaration of Easements, Covenants and Restrictions (hereinafter the "Declaration");

WHEREAS, Schoen and Associates, Limited, as the Developer, pursuant to Section 1(a) of Article One and Section 7 of Article Four of the Declaration, reserved the right to assign its rights, privileges and powers retained in the Declaration to any successor of all or substantially all of its business of developing Commerce Executive Park;

WHEREAS, Commerce Park Limited has succeeded to all of Schoen and Associates, Limited, business of developing Commerce Executive Park;

WHEREAS, Schoen and Associates, Limited, desires, pursuant to Section 7 of Article Four, to assign to Commerce Park Limited all of the rights, privileges and powers retained by Schoen and Associates, Limited, in the Declaration.

NOW, THEREFORE, Schoen and Associates, Limited, pursuant to Section 1(a) of Article One and Section 7 of Article Four of the Declaration, hereby assigns to Commerce Park Limited all of its rights, privileges and powers in, to and under the Declaration relating to Lots one (1) through eighteen (18) in Commerce Executive Park.

IN WITNESS WHEREOF, Schoen and Associates, Limited, has caused this Assignment of the Commerce Executive Park Declaration
of Easements, Covenants and Restrictions to be signed as of the day and year first above written.

Signed and acknowledged in the presence of:

John W. Hilbert, Esq.

Richard R. Leffler

Schoen and Associates, Limited

By: John F. Schoen

STATE OF OHIO } SS:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this 7th day of March, 1980, by Schoen and Associates, Limited, an Ohio Limited Partnership, by Richard R. Leffler, a general partner, who being duly authorized in the premises acknowledges that he they did sign the foregoing instrument and that the same is his free act and deed of said limited partnership.

John W. Hilbert
Notary Public

John W. Hilbert II, Attorney at Law
Notary Public - State of Ohio.
My Commission has no expiration date, Section 147.03 R. C.

RECEIVED & RECORDED
MAR 7 1980 4:15 P.M.

SANDY ISENBERG
RECORDER, LUCAS COUNTY OHIO

This Instrument Prepared By:

John W. Hilbert II, Esq.
Toledo, Ohio 43604

DEEDS

80 095009
CONSENT TO THE AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

John F. Schoen, owner of Lot Numbers Five (5) and Six (6) in Commerce Executive Park, Plat I, a Subdivision in Springfield Township, Lucas County, Ohio, for good and valuable consideration does hereby consent to the Amendment to the Declaration of Easements, Covenants and Restrictions for Commerce Executive Park filed with the Lucas County Recorder as document No. 80-836012.

IN WITNESS WHEREOF, I have hereunto subscribed my name to this Consent this ___ day of ___ , 1980.

John F. Schoen

Signed and acknowledged in the presence of:

[Signature]

STATE OF OHIO }
) SS:
COUNTY OF LUCAS)

BEFORE ME, a Notary Public in and for said County, personally appeared John F. Schoen who acknowledged that he did sign the instrument and that said instrument is his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ___ day of ___, 1980.

Notary Public

This Instrument Prepared By:
John W. Hilbert II, Esq.
Toledo, Ohio 43604

RECEIVED & RECORDERED
PORT LAWRENCE BOX No. 100 - OCT. 7, 1980 3 1/2V
SANDY B. HOPE
RECORDS, LUCAS COUNTY, OHIO

80 836012
THIS ASSIGNMENT made and entered into by Commerce Park Limited, effective the 15th day of May, 1997.

WITNESSETH THAT:

WHEREAS, by deed recorded as Microfiche Number 79 614A01 of the records of the Lucas County Recorder, Lots numbers one (1) through eighteen (18) inclusive, in Commerce Executive Park, a Subdivision in Springfield Township, Lucas County, Ohio were submitted by Schoen and Associates, Limited, to certain easements, covenants and restrictions by a Declaration of Easements, Covenants and Restrictions (hereinafter the “Declaration”).

WHEREAS, Schoen and Associates, Limited, as the Developer, pursuant to Section 1(a) of Article One and Section 7 of Article Four of the Declaration, reserved the right to assign its rights, privileges and powers retained in the Declaration to any successor of all or substantially all of its business of developing Commerce Executive Park;

WHEREAS, Schoen and Associates, Limited, pursuant to Section 7 of Article Four, assigned to Commerce Park Limited all of the rights, privileges and powers retained by Schoen and Associates, Limited, in the Declaration by deed recorded as Microfiche Number 90-095-D08;

WHEREAS, Developers Diversified Realty Corporation has succeeded to all of Commerce Park Limited’s business of developing Commerce Executive Park; and

WHEREAS, Commerce Park Limited desires, pursuant to Section 7 of Article Four, to assign to Developers Diversified Realty Corporation, all of the rights, privileges and powers retained by Schoen and Associates, Limited, in the Declaration and subsequently assigned to Commerce Park Limited.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Commerce Park Limited, pursuant to Section 1(a) of Article One and Section 7 of Article Four of the Declaration, hereby assigns to Developers Diversified Realty Corporation all of its rights, privileges and powers in, to and under the Declaration relating to Lots one (1) through eighteen (18) in Commerce Executive Park.

IN WITNESS WHEREOF, Commerce Park Limited has caused this Assignment of the Commerce Park Executive Park Declaration of Easements, Covenants and Restrictions to be signed this 14th day of May, 1997.

Signed and acknowledged in the presence of:

[Signatures]

COMMERCE PARK LIMITED,
an Ohio general partnership.

By: [Signature]

Richard R. Leffler, a general partner

97 2212B05
STATE OF OHIO
SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of May, 1997, by Commerce Park Limited, an Ohio general partnership, by Richard R. Leffler, a general partner.

[Signature]
Notary Public

This Instrument Prepared By:
FULLER & HENRY P.L.L.
One SeaGate, 17th Floor
Toledo, Ohio 43604

RECEIVED & RECORDED
AUG 05 1997

SUE RIOUX
RECORDER,LUCAS COUNTY,OHIO

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