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PROTECTIVE COVENANTS
FORT INDUSTRY INDUSTRIAL PARK
LUCAS COUNTY, OHIO.

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a corporation of the State of Ohio, acting through the undersigned officers duly authorized, is the owner of the following described property:

All of those parts of Sections 6, 7 and 18, Town 9 South, Range 8 East in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Beginning at the south quarter corner of the said Section 7; thence northerly, along the north and south center line of the said Section 7, a distance of 17.59 feet, more or less, to a point in the northwesterly line of Matzinger Road; thence southwesterly, along the said northwesterly line of Matzinger Road, a distance of 430.27 feet; thence northwesterly, along a line that forms an angle of 89° 07' measured from northeast to northwest with the said northwesterly line of Matzinger Road, a distance of 499.22 feet; thence southwesterly, along a line that forms an angle of 90° 44', measured from southeast to southwest with the last described line, a distance of 250.77 feet, more or less, to the northeasterly corner of a parcel of land conveyed by PURE OIL COMPANY to COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO; thence southeasterly, along the northeasterly line of said parcel, which line is a circular curve to the left, or east, having a radius of 1720. feet, an arc distance of 516.69 feet, the said arc subtending a central angle of 17° 12' 42", and the chord of the said arc forming an angle of 78° 44', 42" measured from northeast to southeast with the last described line to a point in the said northwesterly line of Matzinger Road, which point is distant southwesterly 631.27 feet from the point of intersection of the said northwesterly line of Matzinger Road and the said north and south center line of Section 7; thence southeasterly, along the said northwesterly line of Matzinger Road, a distance of 26. feet, more or less, to a point in the easterly right of way line of the Pere Marquette Railroad; thence northerly, along the said easterly right of way line of the Pere Marquette Railroad and along an arc of curve to the right having a radius of 1673. feet to the most westerly corner of a parcel
of land conveyed by THE MICHIGAN CENTRAL RAILROAD COMPANY to the PURE OIL COMPANY by deed dated August 28, 1959 and recorded in Volume 1736, page 445; thence northwesterly, continuing along the said easterly right of way line of the Pere Marquette Railroad and along an arc of curve, a distance of 165.06 feet, more or less, to the most westerly corner of a parcel of land conveyed by THE DETROIT BANK AND TRUST COMPANY to the PURE OIL COMPANY on September 9, 1959, by deed recorded in Volume 1736 of Deeds, page 447; thence northwesterly, continuing along the said easterly line of the Pere Marquette Railroad, which line is a circular curve having a radius of 3376.10 feet an arc distance of 116.20 feet, the said arc forming a central angle of 01° 58' 19" to a point of curve; thence northwesterly, continuing along the said right of way line, and along a line drawn tangent to the last described circular curve, a distance of 879.0 feet, more or less, to its intersection with the westerly line of the East 1/2 of the southwest 1/4 of the said Section 7; thence northerly, along the said westerly line of the East 1/2 of the Southwest 1/4 of Section 7, a distance of 1605.69 feet, more or less, to the northwesterly corner of the said East 1/2 of the Southwest 1/4 of Section 7; thence easterly, along the east and west center line of Section 7, a distance of 385.66 feet, more or less, to the southeasterly corner of the westerly 23.50 acres of the east 1/2 of the northwest 1/4 of the said Section 7; thence northerly, along the easterly line of the said westerly 23.50 acres of the east 1/2 of the northwest 1/4 of Section 7, a distance of 2653.80 feet, more or less, to the northeasterly corner of the said westerly 23.50 acres of the east 1/2 of the northwest 1/4 of Section 7; thence northeasterly, along a line, which, if extended, would intersect the center line of Benore Road at a point 330.0 feet northwesterly of the point of intersection of the said center line of Benore Road and the northerly line of the said Section 7, a distance of 320.62 feet, more or less, to a point in a line drawn parallel to the northerly line of the said Section 7 and distant 70 feet northerly thereof, measured normal thereto; thence easterly, along the said line drawn parallel to the northerly line of Section 7, a distance of 526.43 feet to a point of deflection; thence continuing easterly, along the said line drawn parallel to the northerly line of Section 7 which line deflects to the right, or south, forming a deflection angle of 00° 05' 36" with the last described line produced, a distance of 219.72 feet, more or less, to a point in the said center line of Benore Road; thence southeasterly, along the said center line of Benore Road, a distance of 104.34 feet, more or less, to a point of
deflection; thence continuing southeasterly, along the said center line of Benore Road which line deflects to the right, or south, forming a deflection angle of 00° 06' 00" with the last described line produced, a distance of 694.02 feet, more or less, to a point in a line which is distant easterly 149.17 feet from the westerly line of the East 1/2 of the West 1/2 of the Northeast 1/4 of the said Section 7 measured normal thereto; thence southerly, along a line drawn parallel to the said westerly line of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 7, a distance of 2154.99 feet, to a point in the said east and west center line of Section 7; thence westerly, along the said East and West center line, a distance of 149.17 feet to the northeasterly corner of the North 1/2 of the West 1/2 of the northwest 1/4 of the southeast 1/4 of the said Section 7; thence southerly, along the easterly line of the said north 1/2 of the west 1/2 of the northwest 1/4 of the southeast 1/4 of Section 7, a distance of 699.17 feet, more or less, to the southeasterly corner of said North 1/2 of the West 1/2 of the northwest 1/4 of the southeast 1/4 of Section 7; thence westerly, along the southerly line of the North 1/2 of the west 1/2 of the northwest 1/4 of the southeast 1/4 of Section 7, a distance of 436.57 feet, more or less, to the northeasterly corner of the North 5 acres of the west one-fifth, in area, of that part of the south 3/4 of the west 1/2 of the southeast 1/4 of Section 7 that lies northerly of the center line of Matzinger Road; thence southerly, along a line drawn parallel to the north and south center line of the said Section 7, a distance of 1809.78 feet, more or less, to a point in the said center line of the Matzinger Road; thence southwesterly, along the said center line of Matzinger Road, a distance of 2433.36 feet, more or less, to its intersection with the south line of the said Section 7; thence westerly, along the said south line of Section 7, a distance of 954.7 feet more or less, to the place of beginning, subject to legal highway, and has caused or will cause same to be platted as the FORT INDUSTRY INDUSTRIAL PARK containing streets and easements dedicated to the public which easements are to be reserved for installation and maintenance of railroad tracks, utilities or open drainage ditches; and

WHEREAS, Community Improvement Corporation of Toledo desires that all property described above shall be subject to protective covenants, restrictions, reservations and easements hereinafter set forth for the benefit of said property and for each owner thereof;

NOW, THEREFORE, Community Improvement Corporation of Toledo hereby declares that the real property described above shall be held, transferred, sold, conveyed and occupied
subject to the protective conditions, covenants, restrictions, reservations and easements hereinafter set forth.

SECTION I

GENERAL PURPOSE OF CONDITIONS

The protective conditions, covenants, restrictions, reservations and easements imposed upon the real property in the Fort Industry Industrial Park are intended to insure proper use and prompt and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as would depreciate the value of their property; to guard against the erection thereon of structure built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate open spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property.

SECTION II

DEFINITIONS

A. Accessory Uses. A related and necessary but incidental use to the main use of a building or premises and located upon the same lot or tract.

B. Building Site shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which an industrial building or buildings and appurtenant and accessory structures may be erected in conformance with the requirements of these covenants.

C. Building Line or Lines shall mean the minimum distances which buildings and accessory buildings or any structures of any type or kind located above ground shall be set back from the property or street lines.

D. Grantor shall mean the Community Improvement Corporation of Toledo, its successors and assigns, and the Board of Trustees provided for in these covenants.

E. Improvements shall mean and include a building or buildings, accessory buildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.
SECTION III
GENERAL RESTRICTIONS

A. Uses

1. Whenever that portion of the Fort Industry Industrial Park lying north of the Alexis Road extension is platted and made available for industrial development, it will be subject to appropriate restrictions contained herein or to other restrictions or provisions that may be imposed when the plat is recorded and the uses therein shall conform to the following:

Property may be occupied by any utilities, including railroad lines and terminals, manufacturing, processing, storage, service or assembly plant, and any use normally accessory thereto, including disposal or storage of waste products or the storage of raw materials except that no property shall be used solely for auto wrecking, salvage yards, used material yards, storage of waste or scrap paper, rags, scrap metals, bottles or junk nor for any use listed in subsection H of this SECTION and provided further that none of the following uses shall be located within this area unless their location and operation has been approved by the Board of Trustees provided for in SECTION IV of these covenants. The Board of Trustees shall approve any of the following uses only after making a determination based upon a study of all available information with respect to the proposed use, that the use will not be seriously detrimental to the character of the entire Industrial Park nor adversely affect adjoining development. Any such determination made by the Board of Trustees in good faith shall be conclusive and binding upon all interested parties.

(a) Ammonia, bleaching powder or chlorine manufacture, celluloid or pyroxylene manufacture or explosive or inflammable cellulose or pyroxylon products manufacture.

(b) Atomic power plant or reactor.

(c) Dyestuff manufacture.

(d) Explosive or fireworks manufacture or the storage or loading of explosives in bulk.

(e) Fat rendering or tallow, grease or lard refining or manufacture of candles from fats.

(f) Fertilizer manufacture from organic materials or bone distillation on a commercial scale, provided, however, that this provision shall have no application to the compounding or manufacturing of fertilizers from previously processed materials which
have no noxious odors or fumes, and which produce no noxious odors or fumes in the compounding or manufacturing thereof.

(g) Fish curing, smoking, packing and storing.

(h) Gelatin or glue manufacture or process involving recovery from fish or animal offal.

(i) Gypsum, lime, cement, plaster of Paris manufacture.

(j) Match manufacture.

(k) Sulphurous, sulphuric, nitric, picric, hydrochloric or other corrosive acid manufacture or their use or storage except as accessory to a permitted industry.

(l) Turpentine, varnish or size manufacture or refining.

(m) Petroleum refinery.

2. Within that portion of the Fort Industry Industrial Park lying between the easement which accommodates transmission lines of The Toledo Edison Company and the Alexis Road extension, property may be occupied by any of the following uses:

(a) Contractors' establishments and construction equipment dealers provided that material or equipment is not stored in any required yards.

(b) Carting, express or hauling establishments.

(c) Building material storage and wholesaling, provided that the materials are not stored in any of the required yards.

(d) Electrical receiving or transforming stations.

(e) Printing plants, shops or publishers.

(f) Bottling works.

(g) Research laboratories.

(h) Repair services or businesses.

(i) Wholesale warehouses and wholesale establishments.

(j) Utilities including railroad and railroad terminal facilities.

(k) Laundries and dry cleaning establishments.

(l) Industrial plants manufacturing or assembling the following:

(1) Boats (vessels less than five tons).

(2) Bolts, nuts, screws, washers, rivets, nail breds, tacks, spikes, and similar staples.

(3) Clothing.
(4) Clocks.
(5) Cosmetics.
(6) Drugs and medicines.
(7) Die and gauge manufacturing.
(8) Electrical and electronic equipment assembly.
(9) Fur goods manufacture, but not including tanning or dyeing.
(10) Glass products from previously manufactured glass.
(11) Hand tool and hardware products.
(12) Furniture and wood products.
(13) Musical instrument assembly and manufacture.
(14) Office machines.
(15) Optical goods.
(16) Plastic products for production of finished equipment.
(17) Sign manufacture or repair.
(18) Silverware and plating of utensils.
(19) Sporting goods manufacture.

2. Accessory buildings and uses customarily incident to the uses listed in this Article.

The Board of Trustees may permit additional uses such as, but not limited to, manufacturing, processing, assembling and fabricating industries, but shall permit such uses only after making a determination based upon a study of all information with respect to the proposed use, that the use will not be seriously detrimental to the character of the entire Industrial Park nor adversely affect adjoining development. Any such determination made by the Board of Trustees in good faith shall be conclusive and binding upon all interested parties.

The Trustees may also permit an area of not more than the ten acres with a frontage of not more than 600 feet along Alexis Road extension to be occupied by normal office buildings and commercial development but the Trustees shall have complete control over the type of commercial uses and development erected within this ten-acre tract, but no such commercial development shall be initiated until the area has been appropriately rezoned by the Council of the City of Toledo.
3. Within that portion of the Fort Industry Industrial Park lying between Matzinger Road and the easement accommodating the transmission lines of The Toledo Edison Company property may be occupied by any use permitted in subsection A-2 of this SECTION except that no warehousing, wholesaling, trucking or contractors' establishments or other uses primarily devoted to storage of materials shall be permitted. The Board of Trustees may permit not more than ten per cent of the total property within this portion of the Industrial Park to be occupied by office buildings whenever there is clear evidence that such office buildings will be occupied by many employees, but such office development will be subject to the approval of the Council of the City of Toledo.

4. Irrespective of the above restrictions, the Board of Trustees may permit any area to be used for truck gardening or normal farming activities, but no area may be occupied by residential units except for a family conducting the farming activities or by a watchman employed upon premises used for industrial purposes.

5. Storage. Except in that portion of the Industrial Park lying north of Alexis Road extension where these covenants impose no restrictions upon the outside accessory storage of materials, supplies or products, no materials or supplies shall be stored or permitted to remain on any part of the property outside the buildings constructed thereon, unless such materials are stored in the rear yard and the area in which they are stored is surrounded by a concrete or masonry wall not less than six feet in height.

Any finished products or semi-finished products stored on the property outside of said buildings shall be confined to the rear one-half of the property, and shall in no instance be placed on that side of a building fronting on an existing or proposed street.

Fuel oil storage tanks as part of the heating equipment of any establishment shall be permitted only if located underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters and at a depth and in a location approved by the Board of Trustees in writing. Bulk Storage of all liquids, including gasoline or petroleum products on the outside of buildings, shall be permitted only upon written consent of the Board of Trustees in locations as approved by the Board in writing and if same be underground at a depth as approved by the Board in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.
B. Height of Buildings

1. A building may be erected to any height that is not in conflict with any ordinance or regulation of the City of Toledo except that in all of that portion of the Fort Industry Industrial Park lying south of Alexis Road extension, the Board of Trustees may disapprove and prohibit the erection of a structure exceeding a height of six stories or a total of 75 feet whenever there is evidence that a taller structure would adversely affect existing and adjacent development.

C. Building Lines

1. No building or structure above ground shall be erected between the street and building line shown on the recorded plat of the Fort Industry Industrial Park. No building shall be erected nearer than 20 feet to the side and rear lines of said property. Not more than 25 per cent of the area between any street line and building setback line shall be used for off-street parking, the location of which shall be approved by the Board of Trustees, but the remaining area may be occupied by drives, walks, lawns and planting. No fence, masonry wall or mass planting shall be permitted to extend beyond the building lines established herein, except upon written approval by the Board of Trustees.

Landscaped areas shall be developed attractively with lawn, trees and shrubs, according to plans first approved by the Trustees. Landscaped areas shall be property maintained by the owner.

D. Parking

1. Employee, customer, owner or tenant parking will not be permitted on dedicated streets within the Industrial Park, and it will be the responsibility of property owners, their successors or assigns, to provide such parking facilities on their property. It shall be the responsibility of the Board of Trustees to determine the amount of off-street parking that shall be provided for any improvement and the Trustees may require the provision of additional off-street parking spaces whenever there is evidence of their need. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete). All parking areas and drives shall be properly maintained by the owner.

E. Loading Docks

1. Except within that portion of the property lying north of Alexis Road extension no loading docks shall be constructed fronting on any street or proposed street.

Provisions for handling all freight and shipments either by railroad, truck, or other
type of vehicle must be on those sides of a building which do not face on any street or proposed street.

F. Advertising Signs

1. Outdoor advertising shall be limited to one sign attached to a building and extending no more than one foot from any facade of a building, except that on double frontage lots, two signs will be permitted. The content of the sign shall be limited to describing products or services sold or produced on the premises, or giving the name of the establishment, and the area of such sign shall be limited to one square foot for each linear foot of street frontage of the street on which the sign faces; provided, however, that temporary signs not exceeding fifty square feet in area and relating to sale or lease of the premises may be located in a front yard; and, further, a temporary sign not exceeding one hundred square feet in area and relating to the announcement of proposed building or plant location may be located within the building area of the site for a period not to exceed 18 months from the date of purchase of the site. Flashing or intermittent illuminated signs shall be prohibited.

G. Waste and Refuse

1. No waste material shall be dumped upon or permitted to remain on any part of the property outside the buildings constructed thereon, except in that portion of the property lying north of Alexis Road extension.

H. Mineral Rights

1. No oil drilling, mining operations of any kind, or quarrying shall be permitted upon or in any of the building sites subject to these covenants nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these covenants.

I. Right to Repurchase

1. If, after the expiration of eighteen months from the date of the transfer of title of any lot within the district, any purchaser shall not have begun in good faith the construction of an acceptable building upon said tract, the Community Improvement Corporation of Toledo retains the option to refund the purchase price and enter into possession of said land. Community Improvement Corporation of Toledo, its successors or assigns, may extend in writing, the time within which construction of such building may be started.
J. Right to Resubdivide

1. Once a building site has been purchased from the Community Improvement Corporation of Toledo, its successors or assigns, such parcel of land shall be considered as a single unit and it shall not be subdivided, or a portion of the land leased or rented, unless written approval is given by the Board of Trustees.

K. Approval of Plans for Improvements

1. No building, structure, or other improvement shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such buildings or improvements on the particular building site and the method of treating or disposal of any sanitary sewage have been submitted to and approved in writing by the Board of Trustees. In acting upon the plans and specifications, consideration shall be given to conformity and harmony of external design with existing structures in the development, and to location of the improvements on the building site, to the anticipated use thereof as same may affect adjoining structures, uses, and operations, and as to location of the improvements with respect to topography, grade, and finished ground elevation. The Board of Trustees shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. Likewise anyone so submitting plans to the Board for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Board of Trustees.

In the event the Board of Trustees failed to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

L. Satisfactory Maintenance

1. All improved industrial property shall be maintained in a manner that would be normally accepted as good housekeeping in such developments and no debris shall be accumulated upon vacant property, nor shall unsightly or objectionable growth be permitted thereon. Nothing herein shall be construed as prohibiting agricultural usage during the period the land remains undeveloped.
SECTION IV
BOARD OF TRUSTEES

A. Membership

1. There is hereby established a Board of Trustees which shall consist of three members. As long as 50 per cent or more of the Fort Industry Industrial Park acreage, exclusive of the public roadways and areas not restricted is owned by the Community Improvement Corporation of Toledo, its successors or assigns, the three members shall be appointed by that Corporation. As long as 20 per cent to 49.9 per cent of the Fort Industry Industrial Park acreage, which is subject to these covenants, is owned by the Community Improvement Corporation of Toledo, its successors or assigns, two members shall be appointed by that Corporation and one member shall be elected by the owners of property within the Fort Industry Industrial Park. Whenever less than 20 per cent of the land subject to these covenants exclusive of public roadways is owned by the Community Improvement Corporation of Toledo, that Corporation shall appoint one member of such Board and two members shall be elected by the owners of property within the Fort Industry Industrial Park.

Any elected member of the Board of Trustees shall be a property owner, officer or employee of a corporation owning property within the Fort Industry Industrial Park.

B. Election of Members

1. Each owner of one acre or more of property within the Fort Industry Industrial Park which is subject to these conditions, covenants and restrictions, shall have a right to vote for a member or members of the Board of Trustees created in SECTION IV-A. Voting rights for owners shall be based on acreage owned with one vote for each acre of land owned. No owner who owns less than one acre shall be entitled to vote.

A notice of election for a member or members of the Board of Trustees shall be mailed to each owner of land within the Fort Industry Industrial Park, by the members of the Board of Trustees or the Community Improvement Corporation of Toledo, at least 20 days prior to the date of the election. Such notice shall give date, place and time for the meeting at which the election is to be held. At the meeting one or more persons shall be nominated for each trusteeship by any property owner within the Industrial Park and voting shall be conducted upon the nominees with the person or persons receiving the largest number of votes being duly elected.
C. Term of Office

1. A member of the Board of Trustees shall be appointed or elected to office for a term of three years, except that in the first appointment one member shall be appointed for one year, one for two years and one for three years. Whenever any one or more of said Trustees or their successors appointed or elected as herein provided, shall die, be unable to act or resign, or, in the case of an elected member of the Board of Trustee, shall cease to have an interest in the above-described property as an owner, or cease to be an officer or employee of an owner, then the Community Improvement Corporation of Toledo or the owners of properties, whichever conditions apply, shall appoint or elect a Trustee or Trustees to fill the unexpired term or terms of office in the same manner as provided in subsection B of this SECTION.

D. Powers and Duties

1. The Trustees shall elect a chairman and secretary who shall serve for a period of one year. They shall meet at the call of the chairman, but in any event, they shall hold one meeting every two months. Any 2 Trustees at any meeting regularly called, may exercise the powers of the Board of Trustees. The Trustees shall serve without pay, but shall be reimbursed for expenses reasonably incurred.

2. The Trustees are empowered to enforce the covenants and to carry out the duties and responsibilities placed upon them by this instrument. All decisions made by the Trustees in good faith in the exercise of their responsibilities hereunder shall be final and conclusive and binding upon all owners of property within Fort Industry Industrial Park.

3. The Trustees shall have the right to purchase insurance that will protect the rights of individual members of the Board of Trustees from possible lawsuits resulting from their enforcement or lack of enforcement of the herein stated deed restrictions and covenants.

4. The Trustees may establish or create additional easements for utilities, disposal of storm water, railroads and similar purposes and may impose such restrictions upon the use or improvement of same that will be in the best interest of the property owners.

5. The Trustees shall have the power to levy assessments upon and against the owners of all property within the Fort Industry Industrial Park for any improvements or maintenance of improvements that benefit the entire development and for obtaining such
funds as are necessary to carry out their powers and duties. The Trustees shall have the power to levy a charge and assessment of not more than $50.00 per acre per calendar year against the owners of property within the above-described premises, and such maximum amount may not be exceeded without the owners of a majority of the acreage within the above-described property assenting thereto at a meeting called and conducted in the same manner as provided in subsection B of this SECTION for the election of Trustees. Should any such assessment become delinquent, the Trustees shall have the power to enforce a lien against such property to which it relates whenever it shall be so declared by the Trustees by instrument executed and acknowledged by them and recorded in the office of the County Recorder of Lucas County, Ohio, in the manner provided for recording conveyances affecting real estate. The recording of any such assessment shall be taken as a demand for payment therefor, and the same shall bear interest at the rate of six per cent per annum, beginning 30 days after the date of record.

Upon payment of any such assessment so recorded, satisfaction thereof shall be acknowledged and recorded by the Trustees at the expense of the owners against whom the lien was filed. The lien of all assessments levied and recorded as herein provided, shall take precedence over any and all mortgages and deeds of trust or any other lien hereafter placed on any of the property herein described.

Wherever it is necessary to obtain conclusive evidence of ownership of property and acreage thereof so owned, in order to carry out the foregoing provisions, a recordable certificate by a registered surveyor or engineer, authorized to practice in the State of Ohio, as to the acreage owned by the record owners, shall be deemed conclusive evidence of ownership and acreage. The cost for obtaining certificate and the recording thereof shall be paid for by the owner of such property.

The Board of Trustees shall deposit the funds coming into their hands, as the Board of Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation. An annual report shall be published and distributed to property owners, which report shall give itemized listings of monies received and monies spent; as well as a summary review of the Board’s actions for the preceding year.

The Board of Trustees may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned in this Indenture, any gift, grant, conveyance or donation of money or real or personal property.
SECTION V
ENFORCEMENT

The covenants herein set forth and the restrictions and conditions shall operate as covenants running with the land into whosoever’s hands the above-described property, or any part thereof, shall come, and shall be enforceable at the suit by any and every property owner thereof, by the Grantor or the Trustees by a proper proceeding, either in equity or at law, and each shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or the enforcement or observance of the restrictions above set forth, and the failure of Grantor or the Trustees to enforce any of the restrictions herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Grantor to do so as to any subsequent violation. The violation of these restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

SECTION VI
GENERAL PROVISIONS

A. DURATION OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time, said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the owners of 75 per cent of the fee simple of the property subjected to these restrictions, based on the number of acres owned as compared to the total area restricted, it is agreed to change said covenants in whole or in part.

B. Amendment. Prior to any expiration of these covenants, the COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO or the Board of Trustees’ may submit a proposal to change or modify any of the regulations or restrictions contained herein for approval by the owners and lessees of all property within the area. Such change shall, however, be necessary or desirable because of unusual or unexpected conditions and the same shall not adversely affect the established character of the development or the major objectives of this Indenture. The change or amendment shall become effective only if approved by a 75 per cent majority vote of the owners of the property within the Port Industry Industrial Park and the vote shall be held and determined in the same manner as the vote for the election of Trustee.

C. Separability. Invalidation of any of these covenants or any part thereof, by judgments or court order shall in no way affect any of the other provisions which shall
remain in full force and effect.

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, this 2 day of August, 1963.

Signed by COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO by John W. Snyder, President, and Swift C. Corwin, Secretary.

Two witnesses.

Acknowledged August 2, 1963 by said Corporation by said Officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 2, 1963 at 3:27 P.M., and recorded in Volume 2065 of Mortgages, page 634.

AMENDMENT TO PROTECTIVE COVENANTS FOR INDUSTRY INDUSTRIAL PARK LUCAS COUNTY, OHIO

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a corporation of the State of Ohio, did on the 2nd day of August, 1963, file for record with the Recorder of Lucas County, Ohio, Protective Covenants which were recorded in Volume 2065 of Mortgages, page 634, covering property therein described by metes and bounds, part of which is now known as Plat 1 of Fort Industry Industrial Park, and

WHEREAS, SECTION VI, paragraph B. of said Covenants provides that Community Improvement Corporation of Toledo may submit a proposal to change or modify any of the regulations or restrictions contained in the Covenants for approval by the owners and lessees of the property within the area, and

WHEREAS, Community Improvement Corporation of Toledo is the owner of all of the land in Plat 1 of Fort Industry Industrial Park and of all the land covered by said Protective Covenants, and

WHEREAS, Community Improvement Corporation of Toledo desires to amend said Protective Covenants in certain particulars.

NOW, THEREFORE, Community Improvement Corporation of Toledo hereby declares that paragraph E of Section III of said Covenants be and it hereby is amended to read as follows:

E. Loading Docks

1. Except within that portion of the property lying north of Alexis Road extension no
loading docks shall be constructed fronting on any street or proposed street. Provisions for handling all freight and shipments either by railroad, truck, or other type of vehicle must be on those sides of a building which do not face any street or proposed street. Provided, however, that loading docks may be constructed on Lot 4 of Plat 1 of Fort Industry Industrial Park fronting on Progress Avenue and freight and shipments may be handled from said loading docks.

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, this 23 day of November, 1964.

Signed by COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO by John W. Snyder, President and Swift G. Corwin, Secretary.

Two witnesses.

Acknowledged November 23, 1964 by said Corporation by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 1, 1964 at 4:11 P.M., and recorded in Volume 2133 of Mortgages, page 584.

SECOND AMENDMENT TO PROTECTIVE COVENANTS
FOR FORT INDUSTRY INDUSTRIAL PARK
LUCAS COUNTY, OHIO

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a Corporation of the State of Ohio, did on August 2, 1963, file for record in the office of the County Recorder of Lucas County, Ohio, protective covenants covering Fort Industry Industrial Park, which covenants are recorded in Volume 2085, page 634, of the Mortgage Records of Lucas County, Ohio; and

WHEREAS, Section VI, paragraph B of said protective covenants provides that said covenants may be amended with the approval of 75% majority vote of the owners of the property within the Fort Industry Industrial Park; and

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, the owner of more than 75% of the land in Fort Industry Industrial Park, desires to amend said covenants in certain particulars.

NOW, THEREFORE, said protective covenants are hereby amended in the following respects:

I. Paragraph A of Section IV is hereby amended to read as follows:
A. Membership

1. There is hereby established a Board of Trustees which shall consist of five members. As long as 50% or more of the Fort Industry Industrial Park acreage, exclusive of the public roadways and areas not restricted is owned by Community Improvement Corporation of Toledo, its successors or assigns, the five members shall be appointed by that corporation. As long as 20% to 49.09 of the Fort Industry Industrial Park acreage which is subject to these covenants is owned by Community Improvement Corporation of Toledo, its successors or assigns, three members shall be appointed by that corporation, and one member shall be elected by the owners of property within the Fort Industry Industrial Park. Whenever less than 20% of the land subject to these covenants, exclusive of public roadway, is owned by Community Improvement Corporation of Toledo, that corporation shall appoint two members of such board, and three members shall be elected by the owners of property within the Fort Industry Industrial Park.

Any elected member of the Board of Trustees shall be a property owner, officer or employee of a corporation owning property within the Fort Industry Industrial Park.

II. The first sentence of paragraph C of Section IV of said protective covenants is hereby amended to read as follows:

C. Term of Office.

1. A member of the Board of Trustees shall be appointed or elected to office for a term of three years, excepting that in the first appointment two members shall be appointed for one year, two for two years and one for three years.

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, this 4th day of December, 1964.

Signed by COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO by John K. Davis, President and Swift C. Corwin, Secretary.

Two witnesses.

Acknowledged December 4, 1964 by said Corporation by said Officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 29, 1964 at 10:27 A.M., and recorded in Volume 2135 of Mortgages, page 575.
THIRD AMENDMENT TO PROTECTIVE COVENANTS
FORT INDUSTRY INDUSTRIAL PARK
Lucas County, Ohio

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a corporation of the State of Ohio, did on the 2nd day of August, 1963, file for record with the Recorder of Lucas County, Ohio, Protective Covenants which were recorded in Volume 2085 of Mortgages, page 639, covering property therein described by metes and bounds, part of which is now known as Plat 1 of Fort Industry Industrial Park, and

WHEREAS, SECTION VI, paragraph B of said Covenants provides that Community Improvement Corporation of Toledo may submit a proposal to change or modify any of the regulations or restrictions contained in the Covenants for approval by the owners and lessees of the property within the area, and

WHEREAS, Community Improvement Corporation of Toledo has proposed that certain Covenants be amended in certain particulars.

WHEREAS, the Board of Trustees appointed to administer the Protective Covenants has determined that such amendments are desirable because of unusual conditions and that the same will not adversely effect the established character of the development or the major objectives of the Protective Covenants, and

WHEREAS, said amendment has been approved by a 75% majority vote of the owners of the property within Fort Industry Industrial Park.

NOW, THEREFORE, the said Protective Covenants are hereby amended in the following respects:

1. Section III A 3 of the said Covenants is hereby amended to read as follows:

2. Within that portion of the Fort Industry Industrial Park lying between Metzinger Road and the easement accommodating the transmission lines of the Toledo Edison Company property may be occupied by any use permitted in subsection A-2 of this SECTION. Provided, however, that no warehousing, wholesaling, trucking or contractors' establishments or other uses primarily devoted to storage of materials shall be permitted except in that part of Lot No. 4 of Plat 1 which lies west of the north-south center line of the southwest one-quarter of Section 7, Town 9 South, Range 6 East, in the City of Toledo, Lucas County, Ohio. The Board of Trustees may permit not more than ten per cent of the total property within this portion of the Industrial Park to be occupied by office buildings whenever there is clear evidence that such
office buildings will be occupied by many employees, but such office development will be subject to the approval of the Council of the City of Toledo.

2. Section III A 5 of the said Covenants is hereby amended by the addition of the following new paragraph, to be inserted after the second paragraph of said section:

The foregoing to the contrary notwithstanding, however, in that part of Lot No. 4 of Plat 1 which lies west of the north-south center line of the southwest one-quarter of Section 7, Town 9 South, Range 8 East, in the City of Toledo, Lucas County, Ohio, steel may be stored outside of and on the west side of and at the rear of the building to be constructed on said property and the requirement that the storage area be surrounded by a concrete or masonry wall not less than six feet in height shall not be applicable to said property.

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its Vice President and Secretary, this 4th day of June, 1965.

Signed by Community Improvement Corporation of Toledo, by Frank J. Koegler, Vice-President and Swift C. Corwin, Secretary.

Two witnesses.

Acknowledged June 4, 1965 by said Corporation by said Officers by authority of its Board of Directors, before a Notary Public, State of Ohio (Seal).

FOURTH AMENDMENT TO PROTECTIVE COVENANTS

FORT INDUSTRY INDUSTRIAL PARK

LUCAS COUNTY, OHIO

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a Corporation of the State of Ohio, did on the 2nd day of August, 1963, file for record with the Recorder of Lucas County, Ohio, Protective Covenants which were recorded in Volume 2085 of Mortgages, page 631, covering property therein described by metes and bounds, part of which is now known as Plat I of Fort Industry Industrial Park, and

WHEREAS, SECTION VI B of said Covenants provides that Community Improvement Corporation of Toledo may submit a proposal to change or modify any of the regulations or restrictions contained in the Covenants for approval by the owners and lessees of the property within the area, and

WHEREAS, Community Improvement Corporation of Toledo has proposed that the said Covenants be amended in certain particulars, and

WHEREAS, Community Improvement Corporation of Toledo, by its Board of Trustee, has determined that such amendments are desirable, because of unusual conditions, and that the same will not adversely affect the established character of the development of the major objectives of the Protective Covenants, and

WHEREAS, said amendment has been approved by a 75% majority vote of the owners of the property within Fort Industry Industrial Park.

NOW, THEREFORE, the said Protective Covenants are hereby amended in the following respects:

1. Section III A 3 of the said Covenants is hereby amended to read as follows:
3. Within that portion of the Fort Industry Industrial Park lying between Matzinger Road and Progress Avenue property may be occupied by any use permitted in subsection A-2 of this SECTION. Provided, however, that no warehousing, trucking or contractors' establishments or other uses primarily devoted to storage of materials shall be permitted except in that part of Lot No. 4 of Plat I which lies west of the north-south center line of the southwest one-quarter of Section 7, Town 9 South, Range 8 East, in the City of Toledo, Lucas County, Ohio. The Board of Trustees may permit not more than ten percent of the total property within this portion of the Industrial Park to be occupied by office buildings whenever there is clear evidence that such office buildings will be occupied by many employees, but such office development will be subject to the approval of the Council of the City of Toledo.

2. Section III E 1 of the said Covenants, as amended, is hereby amended to read as follows:

E. Loading Docks

1. Except within that portion of the property lying north of Alexis Road Extension no loading docks shall be constructed fronting on Enterprise Boulevard. Provisions for handling all freight and shipments, whether by railroad, truck or other type of vehicle, must be on those sides of the building which do not face on Enterprise Boulevard.

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its Vice-President and Secretary, this 16th day of June 1966.

(Signed) Community Improvement Corporation of Toledo,

By Frank J. Koegler, Vice President

Swift C. Corwin, Secretary.

Two witnesses.

Acknowledged June 16" 1966 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal.)

Received for record June 16" 1966 at 3:37 P.M., and recorded in Volume 2186 of Mortgages, page 70.
FIFTH AMENDMENT TO PROTECTIVE COVENANTS
FORT INDUSTRY INDUSTRIAL PARK,
LUCAS COUNTY, OHIO

WHEREAS, COMMUNITY IMPROVEMENT CORPORATION OF TOLEDO, a corporation of the State of Ohio, did on the 2nd day of August, 1963, file for record with the Recorder of Lucas County, Ohio, Protective Covenants which were recorded in Volume 2085 of Mortgages, page 634, covering property therein described by metes and bounds, part of which is now known as Plat I of Fort Industry Industrial Park, and

WHEREAS, SECTION VI B of said Covenants provides that Community Improvement Corporation of Toledo may submit a proposal to change or modify any of the regulations or restrictions contained in the Covenants for approval by the owners and lessees of the property within the area, and

WHEREAS, Community Improvement Corporation of Toledo has proposed that the said Covenants be amended in certain particulars, and

WHEREAS, Community Improvement Corporation of Toledo, by its Board of Trustees, has determined that such amendments are desirable, because of unusual conditions, and that the same will not adversely affect the established character of the development or the major objectives of the Protective Covenants, and

WHEREAS, the Fourth Amendment to the Protective Covenants recorded on the 16th day of June, 1966, in Volume 2186 of Mortgages, page 76, and this amendment were approved by a 75% majority vote of the owners of the property within Fort Industry Industrial Park, and

NOW THEREFORE, the said Protective Covenants are hereby amended in the following respect:

The introductory paragraph of Section III A 2 of said covenants is hereby amended to read as follows:
2. Within that portion of the Fort Industry Industrial Park lying between Progress Avenue and the Alexis Road extension, property may be occupied by any of the following uses:

IN WITNESS WHEREOF, said Community Improvement Corporation of Toledo has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its Vice President and Secretary, this 20th day of July, 1966.

Signed by Community Improvement Corporation of Toledo by Frank J. Koegler, Vice President and Swift C. Corwin, Secretary.

Two witnesses.

Acknowledged July 20th 1966 in Lucas County, by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal.)

Received for record July 20th 1966 at 3:36 P.M., and recorded in Volume 2188 of Mortgages, page 536.

By Instrument dated February 14th 1969, Community Improvement Corporation of Toledo, an Ohio Corporation, conveyed, released and quit-claimed unto Board of Trustees Under The Protective Covenants for Fort Industry Industrial Park, Lucas County, Ohio, recorded in Volume 2085 of Mortgages, page 634, as amended by amendments recorded in Volume 2133 of Mortgages, page 584, Volume 2135 of Mortgages, page 575, Volume 2149 of Mortgages, page 732, Volume 2186 of Mortgages, page 7e, and Volume 2188 of Mortgages, page 536 (all of the Lucas County, Ohio Records), all grantor's rights under said Protective Covenants as amended as aforesaid, all its rights which were retained in the Adoption of the Plat of Fort Industry Industrial Park, Plat 1, which
Plat was recorded in Volume 61 of Plats, pages 2 and 3, Lucas County, Ohio Records, and in particular its right to use and permit the use thereof of those parts designated on said Plat as "Railroad Right-of-Way" for the construction and maintenance of railroad facilities.

Received for record April 15th, 1969 and recorded in Volume 1959 of Deeds, page 474.