This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEYSSTONE BUSINESS PARK

This Declaration of Covenants, Conditions and Restrictions for Keystone Business Park (the "Declaration") is made and adopted as of the 20th day of September, 2002, by George Isaac Properties, Ltd., an Ohio limited liability company, with offices at 1645 Indian Wood Circle, Maumee, Ohio 43537 (the "Owner")

RECITALS:

A The Owner is the owner in fee simple of the real property located on the north side of Monclova Road westerly of and adjacent to the right of way of Interstate 475, and legally described as lots numbers one (1) through seven (7), inclusive, in the Keystone Business Park Plat 1, a Subdivision in Monclova Township, Lucas County, Ohio (the "Property"). The plat of the Property is recorded at r-20020926-001 in the Office of the Lucas County, Ohio Recorder.

B The Owner desires to establish a general plan for the development, use and maintenance of the Property as a high quality industrial, office and commercial complex known as Keystone Business Park, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Property attractive for its intended purposes and will protect present and future owners of land within the Property in their enjoyment and use of the Property for said intended purposes.

C The Owner is the owner of certain other lands ("Adjacent Property") immediately adjacent and contiguous to Keystone Business Park Plat 1. The Owner intends to provide for the development thereon of a subsequent plat or plats or a phase or phases as an extension of Keystone Business Park in accordance with the general plan for the development of
Keystone Business Park which has been approved as a preliminary plat by the Lucas County Plan Commission as Case No. S-5-02, so that preliminary plat may hereafter be modified or amended by the Owner. The Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any subsequent plat(s) or phase(s) which are generally similar to this Declaration and which will protect present and future owners of the lands in such subsequent plat(s) or phase(s) in their use and enjoyment thereof for a high quality industrial, office and commercial complex.

D. The Owner may exercise any of the above-mentioned reserved rights by developing subsequent phases and/or filing consecutively numbered plats of Keystone Business Park and/or additional or supplemental declaration(s) of covenants, conditions and restrictions which are generally similar to this Declaration.

E. The term "lot" as used in this Declaration shall be construed to mean any legally separate and distinct parcel of real estate within the Property and shall include lots located in subsequent plats or phases of Keystone Business Park if and to the extent that it is expanded by the Owner.

F. The term "common facilities" as used in this Declaration shall be construed to mean (i) the signs bearing the name Keystone Business Park and, to the extent permitted by applicable governmental authorities, the names of the occupants of the Keystone Business Park together with related landscaping located on the areas marked "sign easement" on lots 1 and 7 on the plat of Keystone Business Park; and (ii) the drainage swales, retention ponds and storm drainage lines leading therefrom to the storm drainage lines located in the right of way of Keystone Business Park Plats 1 shown as "Lucas County Drainage Easement", "Drainage
Easement” and “Utility Easement” on lots 1 through 7 in the plat of Keystone Business Park Plat
1 which drainage swales, retention ponds and storm drainage lines have been dedicated to the
Board of County Commissioners by the owner’s certification on such plat.

NOW, THEREFORE, in consideration of the enhancement in value of the
Property by reason of the adoption of this Declaration, Owner does for itself and its successors
and assigns, hereby declare, covenant and stipulate that the Property and all lands comprising the
Property, shall be subject to and shall hereafter be conveyed by Owner, its successors and
assigns, and their respective heirs, executors, administrators, personal representatives, successors
and assigns, subject to the following covenants, conditions and restrictions:

ARTICLE I
USE OF LAND; LOCATION
OF BUILDINGS AND IMPROVEMENTS

1.1 Use Restrictions. The Property shall be developed, improved, maintained
and used as a high quality industrial, office and commercial complex, known as Keystone
Business Park. In particular, no building shall be erected and no portion of the Property shall be
used for any use or purpose other than those purposes permitted under the provisions of all
applicable zoning, building and other governmental ordinances, codes and regulations, as
amended from time to time (the “Codes”).

1.2 Building Setback Lines. No building or structure or any part thereof shall
be erected, placed or maintained on any lot in violation of any of the front, rear or side lot line(s)
prescribed by the Codes or by any plat of the Property. No portion of any lot nearer to any street
than said front, rear or side lot lines shall be used for any purpose other than that of a lawn;
provided, however, that this covenant shall not be construed to prevent the use of such portions
of lots for walks, drives, parking areas, trees, shrubbery, flowers, flower beds, ornamental plants
and advertising signs or other structures which shall have been approved as provided under Article II hereof.

1.3 Building Heights. No building shall be constructed on any lot which exceeds the maximum height permitted by the Codes.

1.4 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located on the Property shall be underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures on the Property.

1.5 Signs or Advertising. No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) except for a sign identifying the name, business and product of the firm occupying a particular lot and of a size, shape, color and illumination meeting the requirements of this Section 1.5 and of Article II hereof shall be erected, placed or remain on any lot or on any building or other structure located within the Property. The Architectural Control Committee established pursuant to Article II hereof may, in its discretion, establish uniform standards of size, shape, color and illumination for all such signs and displays within the Property.

No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) shall be erected, placed or maintained at the entrance to the Property from Monclova Road, provided, however, that until such time as Owner has sold or leased all of the lots, Owner reserves the right to place temporary advertising signs at the entrance to the Property from Monclova Road.

1.6 Loading Docks. Loading docks, if any, shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street.
sidewalk, or off-street parking area when in the process of loading or unloading. In addition, no loading docks shall be placed on or along the front elevation of any building or structure located on any lot.

1.7 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.8 Accessory Structures. All outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes and other rooftop or outside accessory units or structures shall be approved by the Architectural Control Committee pursuant to Article II hereof, and if approved, shall be screened in such manner and with such materials as are stipulated by the Architectural Control Committee.

1.9 Emissions. No portion of the Property shall be used in any manner which subjects adjacent lots to offensive noise, odors or emissions, except during and in connection with the construction or rehabilitation of improvements at the Property.

1.10 General Maintenance. Notwithstanding any other provisions of this Declaration, all of the lots within the Property and the common facilities shall be maintained in a high quality manner, consistent with the standard for the Property as set forth in the Recitals, in Section 1.1 hereof, and in Article II hereof.

ARTICLE II
APPROVAL OF PLANS

2.1 Architectural Control Committee. Submission of Plans. The plans and specifications for all buildings, structures and other improvements (including, but not limited to,
signs, fences, walls, driveways, sidewalks, landscaping, advertising displays and other enclosures) to be constructed or rehabilitated at or within the Property shall be submitted for examination to the Keystone Business Park Architectural Control Committee (the "Architectural Control Committee"), and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement (including but not limited to all required driveways and sidewalks) shall be constructed or placed upon any lot and before any material addition, change or alteration may be made to any building or other structure then situated on a lot. The submitted plans and specifications shall be prepared by a competent architect, shall show (a) the size, location, type, architectural design, quality, cost, use, construction and material color scheme of the building, structure, improvement, addition, change or alteration, (b) the landscaping plan for the lot, including an underground sprinkler system, (c) the grading plan for the lot, and (d) the finished grade elevation thereof. Unless otherwise required by the Architectural Control Committee, three (3) sets of such plans and specifications shall be submitted for such committee’s review. The Architectural Control Committee shall approve, reject or approve with modifications all such plans and specifications within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be a disapproval of the submission.

2.2 Membership of Architectural Control Committee The Architectural Control Committee shall initially be the Owner, and thereafter the Architectural Control Committee shall consist of such member or members as may be designated and appointed by the Owner from time to time.
2.3 **Architectural Standards, Harmonious Plan** In requiring the submission of
detailed plans and specifications as herein set forth, the Owner intends to assure the development
of the Property as a high quality and architecturally harmonious and desirable complex, with all
buildings and structures to be constructed in such architectural styles, of such materials, and such
colors, and located in such manner as to, in the judgment of the Architectural Control
Committee, compliment one another and promote the harmony and desirability of the Property as
a whole. In approving or withholding its approval of any detailed plans and specifications so
submitted, the Architectural Control Committee shall have the right to consider the compliance
of the proposed building, structure, improvement, addition, change or alteration with this
Declaration, the suitability of the proposed improvement and of the materials of which it is to be
built to the lot upon which it is proposed to be erected or added, the appropriateness and
harmony of the improvement contemplated in relation to improvements on contiguous or
adjacent lots and in relation to the general plan for the development of the Property, its
architectural merits, the effect of the proposed improvement on the outlook from adjacent or
neighboring lots, the extent to which its location, configuration and landscaping preserve the
natural attributes (including any trees thereon) of the lot, and such other matters as may be
deemed to be in the interest and to the benefit of the owners of lots in the Property as a whole.

2.4 **Establishment of Grades** The Architectural Control Committee shall have
the right to establish grades, slopes and swales on all lots, to require on-site storm water
detention consistent with the requirements set forth on the plat of Keystone Business Park and to
fix the grade at which any building or structure shall hereafter be erected or placed thereon, so
that the same may conform to the general plan for the development and use of the Property.
2.5 **Landscaping**  All landscaping shall be fully installed and completed, pursuant to the landscaping plan approved by the Architectural Control Committee, not later than thirty (30) days following the date of occupancy of any building, structure or addition unless installation is delayed by weather conditions which shall extend such installation until weather permits but in no event shall installation of landscaping be completed later than one hundred eighty (180) days following the date of occupancy of any building, structure or addition. All landscaping material and design must conform with any master landscaping plans which the Architectural Control Committee may adopt. If any landscaping installed pursuant to this Section 2.5 is destroyed, whether by natural or manmade causes, such landscaping shall be promptly replaced with landscaping which, in the judgment of the Architectural Control Committee, is of the same or higher quality.

2.6 **Construction in Absence of Violation of Approved Plan**  In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if an improvement is constructed without first obtaining such approval, or, if subsequent to receiving such approval there shall be determined to be any material variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such non-approved improvement shall be deemed a violation of this Declaration ("Violation"). In such event, the Architectural Control Committee shall have the right and option to provide notice of such Violation to the owner of the lot in question by filing and recording in the public records at the Office of the Recorder of Lucas County, Ohio, a "Notice of Violation" identifying the owner of the lot and the description of the lot upon which the Architectural Control Committee has
determined that a Violation has occurred, and a copy of said Notice of Violation shall be
delivered to the owner of said lot within thirty (30) days after filing.

2.7 Waiver of Restrictions. Each lot owner, by acceptance of a deed to a lot at
the Property, agrees and consents for itself and for its heirs, executors, administrators, personal
representatives, successors and assigns, that if, in the opinion of the Architectural Control
Committee, the shape, dimensions, location of natural features such as trees, or topography of
any lot is such that a strict construction or enforcement of any provision of this Declaration
would work a hardship, said Committee may, in writing, grant waivers from this Declaration as
to such lot.

2.8 Architectural Control Committee Not Liable for Determinations. Although
the Architectural Control Committee is granted in this Article II and elsewhere in this
Declaration certain discretion and rights of approval, disapproval, determination and
interpretation, the Owner does hereby for itself, its successors and assigns, and their respective
heirs, executors, administrators, personal representatives, successors, assigns and successors in
the ownership of all of the lots at the Property, release and forever discharge the Architectural
Control Committee and its successors and assigns, from any claims they may have against the
Architectural Control Committee and said successors and assigns arising out of the exercise by
the Architectural Control Committee or its said successors and assigns of such discretion and
such rights of approval, disapproval, determination and interpretation and/or for the failure of the
Architectural Control Committee or its said successors and assigns to exercise such discretion,
rights of approval, disapproval, determination and interpretation.

2.9 Guidelines for Approval of Plans and Specifications. The Owner and/or
the Architectural Control Committee shall have the right, from time to time, to promulgate,
establish and publish guidelines for approval of plans and specifications (the "Guidelines").

Such Guidelines shall further describe and delineate the types of architectural styles, materials, colors, components and amenities that will be required or recommended to be addressed and/or included in the detailed plans and specifications.

ARTICLE III
MAINTENANCE POWERS AND RIGHTS OF OWNER

3.1 Powers and Rights. The Owner shall have the following powers and rights with respect to the Property and the common facilities:

(a) to enforce all provisions hereof, all provisions of the Guidelines, and all regulations which the Owner or the Architectural Control Committee may promulgate from time to time with respect to any and all of the common facilities,

(b) to establish and collect assessments and disburse and dispose of funds, as herein provided,

(c) to prepare or cause to be prepared, on an annual basis, estimated budgets and determinations of the method of payment of assessments for the upcoming year,

(d) to keep a full and correct set of books of account, and to make said books of account available for inspection by any lot owner or lot owner's representative at reasonable times during normal business hours,

(e) to prepare annual financial statements,

(f) to improve, maintain, alter and remove any and all equipment, improvements and landscaping on the common facilities,

(g) to provide lighting, aeration, sweeping, cleaning, trash pickup, grass cutting, landscaping maintenance and other similar services within the common facilities and the adjacent public rights of way,

(h) to contract for the management and maintenance of any of the common facilities and the adjacent public rights of way,

(i) to pay all expenses associated with electrical, water, sewers, fuel or other utility services to the common facilities.

ARTICLE IV
ASSESSMENTS
4.1 Annual Assessments  Each lot within the Property shall be subject to a yearly assessment in such amount as may be annually determined by the Owner, subject to the maximum amounts set forth in this Section 4.1. The amount of such assessment shall be based upon each lot’s pro rata share of the Property’s annual operating budget. For purposes hereof, and subject to Section 4.5, each lot’s pro rata share shall be determined by dividing the total acreage of each owner’s lot(s) by the total acreage of all lots on the Property.

The annual assessment for each calendar year shall be determined by the Owner prior to the end of the preceding calendar year and shall be payable to the Owner on or before the first day of May of each calendar year for such year. The annual assessments may be increased, decreased or adjusted from year to year by the Owner as the interests of the lot owners may, in the Owner’s judgment, require, provided, however, (i) that until January 1, 2004, the maximum annual assessment for any lot shall be $500.00 per acre, (ii) that from and after January 1, 2004, the maximum annual assessment for each year shall be 10% above the maximum annual assessment for the previous year, and (iii) that notwithstanding (i) and (ii) above, the maximum amounts set forth therein shall be increased to the extent necessary to pay the costs of replacing aerators in the retainage ponds, providing a periodic maintenance of the retainage ponds that may be required and replacing and/or repairing the storm sewer lines leading from the retainage ponds to the storm drainage lines in the right of way of Keystone Drive.

4.2 Application of Annual Assessments  Consistent with the powers and rights of the Owner under Section 3.1 hereof, the annual assessments shall be applied only toward payment of the following costs and expenses:

(a) the improvement, maintenance, alteration and removal of all lands, easements, facilities, buildings, structures and improvements which comprise the common facilities, and including the employment of personnel to maintain, guard and police the same,
and the provision of lighting, sweeping, cleaning, trash pickup, landscaping and other similar services within the common facilities,

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

(c) reasonable costs and expenses of collecting assessments provided for under this Article IV, obtaining and providing necessary insurance coverages, establishing and maintaining a contingency reserve for common facilities maintenance and improvements, and any and all other costs and expenses which the Owner may determine from time to time to be for the general benefit and in the best interest of the owners of lots within the Property; and

(d) all other costs and expenses reasonably related to the carrying out by the Owner of its powers, rights and duties.

The Owner shall exercise its discretion and judgment as to the amount of the funds to be expended in connection with each of the purposes for which funds are collected, and its discretion in reference thereto shall be binding upon all interested parties.

4.3 Special Assessments Each lot within the Property shall also be subject to special assessments in such reasonable amounts as the Owner may determine, from time to time, as being necessary to pay for unusual or non-recurring costs and expenses of maintaining, repairing, replacing and operating the common facilities not specifically described in Section 4.1(iii). Such special assessments, when collected by the Owner, shall be held in and disbursed from a separately maintained account. The amount of any such special assessment to be incurred by a lot shall be based upon such lot’s pro rata share thereof as determined in accordance with the formula set forth in Section 4.1 hereof. Special assessments may be determined by the Owner at any time, and shall be payable by the lot owners to the Owner on or before that date occurring sixty (60) days after such determination is made by the Owner. Notwithstanding anything else contained herein, the Owner shall not determine and make any special assessments
in an amount greater than $500.00 per lot without the approving vote or written consent of lot
owners representing not less than a majority of the lots.

4.4 **Lien to Secure Payment of Assessments.** The Owner shall have a
perpetual lien upon the lots within the Property to secure the payment of the annual assessments
and any special assessments, and each such annual assessment and/or special assessment shall
also be the personal obligation of the owner (and the joint and several obligation of the owners)
of each lot at the time when the assessment falls due. If default occurs in the payment of any
annual assessment or special assessment for a period of sixty (60) days after its due date, a
"Notice of Lien" in substantially the following form may be filed and recorded in the lien records
at the Office of the Recorder of Lucas County, Ohio:

**NOTICE OF LIEN**

Notice is hereby given that ______________________ claims
a lien for unpaid annual assessments and/or special assessments for
the year(s) __________ in the amount of $__________ against the
following described premises

(Insert legal description)

________________________________________

By ____________________________
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of __________, 20___ by ____________________________, an Ohio corporation, on behalf of the corporation ____________________________

Notary Public

In the event any annual assessment(s) and/or special assessment(s) is/are not paid when due, the Owner may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due (including its costs and expenses of said collection, and attorney fees) by foreclosure of the above-described lien, or otherwise. No owner may waive or otherwise escape liability for any annual assessment(s) or special assessment(s) by non-use of the common facilities and/or the adjacent public rights of way or by abandonment of a lot. The lien of the annual assessments and special assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of any lot shall not affect said lien(s) or relieve any lot from the liability for any assessments thereafter becoming due or from the lien thereof, provided, however, that the sale or conveyance of any lot pursuant to foreclosure of a first mortgage shall extinguish the above-described lien as to payment, which be ame due prior to such sale or conveyance.

4.5 Prorations: Certificates. Annual assessments and special assessments shall be prorated between the owners of parts of lots in accordance with the proportion which the area of the lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment or special assessment is made. Upon demand of any lot owner and after payment of a reasonable charge therefor, the Owner shall promptly issue a certificate setting forth whether all
annual and special 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 V
EASEMENTS

5.1 Reservation of Easement Rights. The Owner reserves to itself and to its successors and assigns, easements and rights of way for the construction, operation, maintenance, repair and replacement of electrical, telephone and telegraph wires and conduits (which shall, except as otherwise approved under Article II hereof, be underground facilities), sewers, swales, storm water retention ponds and conduits for storm water and sanitary purposes, gas and water mains, roadways and for any other facility or utility deemed convenient or necessary by the Owner or its successors or assigns for the service of the Property and, upon the filing of a plat or plats therefore as an extension of Keystone Business Park, for the service of the property included within such plat(s). Said reserved easements and rights of way shall be on, over or under (a) those portions of the lots adjacent and contiguous to all dedicated public roadways and rights of way (now existing or hereafter established) abutting the lots within the Property, and (b) those areas designated on the plat of the Property as "Easement," "Sidewalk and Highway Easement," "Sanitary Sewer Easement," "Drainage Easement," "Lucas County Drainage Easement," "Utility Easement," or language of similar import. Owner also reserves to itself and to its successors and assigns, the right to assign the use of any or all of said easements and rights of way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Upon request of the Architectural Control Committee, the owner (or lessee) of any lot shall join in and execute any document granting or assigning such easement rights. The Architectural Control Committee and
its successors and assigns shall have the right to go upon such easement areas from time to time to install, maintain and repair such equipment, improvements and facilities.

5.2 **Anti-Vehicular Access Easement.** The two-foot (2') anti-vehicular access easement on lots one (1) and seven (7) shall be subject to use and administration by the Lucas County Board of Commissioners for the sole express purpose of preventing and eliminating vehicular access to from such lots to Monclova Road.

**ARTICLE VI**
**DURATION AND AMENDMENTS**

6.1 **Term.** This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any lots (or parts thereof) within the Property, and all other persons claiming ownership, possession or use of the Property or any portion thereof, until December 31, 2022, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

6.2 **Amendments.** This Declaration may be amended from time to time, but only upon and with the written approval of the then owners of not less than a majority of the lots within the Property. Any amendments referred to in this Section 5.2 shall become effective only upon the filing with the Office of the Lucas County Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

**ARTICLE VII**
**MISCELLANEOUS**

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

7.2 Violations Unlawful. Any violation (including but not limited to
violations described in Section 2.6) or attempt to violate this Declaration or any provision hereof
shall be unlawful. The Owner, the Architectural Control Committee or any person or persons
owning any lot at the Property may prosecute any proceedings at law, or in equity, against the
person or persons violating or attempting to violate any provision of this Declaration to prevent
such person or persons from so doing, to cause the removal or correction of such violation and/or
to recover damages for such violation or attempted violation.

7.3 Saving Clause. The invalidation or unenforceability of any provision(s) of
this Declaration by judgment, court order, amendment hereof by act of the owners of lots within
the Property or otherwise, shall not affect any of the other provisions contained herein, which
shall remain in full force and effect.

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

7.5 Notices. Any notice required to be sent to any owner of a lot or any part
thereof or to the Owner or to the Architectural Control Committee shall be deemed to have been
properly sent when mailed, postpaid, to the last known address of the person who appears as
such owner or to the Owner or to any member of the Architectural Control Committee as such
address appears on the applicable public record or on the records of the Architectural Control Committee.

7.6 Owner's Assignment of Rights to Association; Formation of Association.

Owner reserves the right, at any time while this Declaration is in force and the Owner owns one or more lots within the Property, to convey and assign all or any part of its rights and duties hereunder to (a) an Ohio non-profit corporation or limited liability company which shall thereafter act and function as a property owner's association and whose membership shall be the owner's, from time to time, of all lots within the Property ("Association"), or (b) any other person or entity that may be designated by Owner as its successor with respect to the rights and duties of Owner under this Declaration. In any event, Owner or its successor/assignee shall assign all of the rights, duties and obligations of Owner to the Association upon the conveyance by Owner or such assignee of lots comprising (75%) of the acreage of all lots. If Owner fails to form the Association and assign its rights and obligations hereunder to the Association upon the conveyance of the last lot owned by it within the Property as aforesaid, all such rights shall be deemed conveyed to the Association upon such conveyance and a majority of the owners of the lots within the Property shall have the right to form the Association and proceed as assignee of the Owner by recording a supplement to this Declaration reciting the pertinent facts by reason of which such deemed assignment has occurred and signed and acknowledged by the owners of a majority of the lots within the Property. The Association, when formed and upon assignment of Owner's rights and obligations hereunder, shall have all the powers and obligations of Owner, including the right to select the members of the Architectural Control Committee and to establish a budget and collect assessments for the expenses of the Association as herein provided. The Articles of Incorporation and Code of Regulations or, if applicable, the Articles of Organization
and Operating Agreement for the Association shall provide that all owners of lots in the Property shall be members of the Association and shall have voting rights in the Association based upon the relative size (acreage) of their lots. Each owner, by acceptance of a deed to a lot, consents to the formation of the Association by Owner or by a majority of the owners of lots, as aforesaid, agrees to be a member of the Association, when formed, and agrees that the Association will have the rights reserved to Owner under this Declaration when the Association is formed.

7.7 **No Subdivision of Lots Without Consent.** No owner of any lot shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Architectural Control Committee, its successors and assigns, which shall permit such conveyance if, in its judgment, the lot or common facilities so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Property contemplated by and as set forth in this Declaration. This Section 6.7, however, shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.

7.8 **No Waiver of Violations.** No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

7.9 **Interpretation.** In the event of any question of interpretation hereunder, the Owner shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.
7.10 **Section Headings** The section headings contained herein have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized member, has caused this Declaration to be executed as of the date first above written.

George Isaac Properties, Ltd.

By __________________________

L. A. Isaac, Its Authorized Member

STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 20th day of September, 2002, by L. A. Isaac, the authorized member of George Isaac Properties, Ltd., an Ohio limited liability company, on behalf of the Company.

Notary Public

[Signature]

KARLA G. JUEGENS
Notary Public, State of Ohio
My Commencement Expires 7-8-2003

[Stamp]

**Received & Recorded**

SEP 26 2002 9:14 AM

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RECRD, LUCAS CTY, OHIO
Keystone Business Park
Amended and Restated
Declaration of Covenants,
Conditions and Restrictions

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.
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KEYSTONE BUSINESS PARK

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Keystone Business Park (the “Declaration”) is made and adopted as of the day of August, 2003, by George Isaac Properties, Ltd., an Ohio limited liability company, with offices at 1645 Indian Wood Circle, Maumee, Ohio 43537 (the “Owner”).

RECATIALS:

A. The Owner is the owner in fee simple of Lots One (1) through Six (6), inclusive, in the Replat of Keystone Business Park Plat 1, a subdivision in Monclova Township, Lucas County, Ohio per plat thereof recorded as Instrument No. 20020053 in the office of the Lucas County, Ohio Recorder (“Plat 1”) and is the owner of Lots Eight (8), Nine (9) and Ten (10) in the Replat of Keystone Business Park Plat 2, a subdivision in Monclova Township, Lucas County, Ohio per plat thereof recorded as Instrument No. 20040105-0000532, in the office of the Lucas County, Ohio Recorder (“Plat 2”). The lands described on Plat 1 and Plat 2 are herein called the “Property”.

B. The Owner has executed, delivered and recorded a Declaration of Covenants, Conditions and Restrictions for Keystone Business Park dated September 20, 2003 and recorded at Microfiche No. 02 6367A01 in the office of the Lucas County, Ohio Recorder (the “Plat 1 Restrictions”) to establish restrictions upon the manner of use, improvement and enjoyment of that portion of the Property described in Plat 1. Under recitals C and D of the Plat 1 Restrictions, the Owner stated its intent to plat certain Adjacent Property (as therein described) as an extension of Plat 1 and to establish restrictions upon such Adjacent Property which are substantially similar to the Plat 1 Restrictions. The Owner has platted the Adjacent Property
referred to in the Plat 1 Restrictions as Plat 2 under Section 6.2 of the Plat 1 Restrictions, the Plat 1 Restrictions may be amended with the written approval of the owners of not less than a majority of the lots within Plat 1. The Owner owns six of the seven lots in Plat 1.

C. The Owner desires to amend and restate the Plat 1 Restrictions so as to include thereunder all of the lots in Plat 1 and Plat 2 and, further, to amend certain provisions of the Plat 1 Restrictions so that the Plat 1 Restrictions as so amended and restated herein in their entirety shall establish a general plan for the development, use and maintenance of the Property as a high quality industrial, office and commercial complex known as Keystone Business Park, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Property attractive for its intended purposes and will protect present and future owners of land within the Property in their enjoyment and use of the Property for said intended purposes.

D. The term “lot” as used in this Declaration shall be construed to mean any legally separate and distinct parcel of real estate which constitutes a separate tax parcel on the records of the Lucas County Auditor and shall initially constitute the ten (10) numbered lots located in Plat 1 and Plat 2.

E. The term “common facilities” as used in this Declaration shall be construed to mean: (i) the signs bearing the name Keystone Business Park and, to the extent permitted by applicable governmental authorities, the names of the occupants of the Keystone Business Park together with related landscaping located on the areas marked “sign easement” on lots 1 and 7 on Plat 1; and (ii) the landscaped areas associated with the cul de sac at the end of Keystone Drive and the public right-of-way for Monclova Road abutting Lots 1 and 7 in Plat 1, as further described in Section 1.11.
NOW, THEREFORE, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, Owner does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Property and all lands comprising the Property, shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the following covenants, conditions and restrictions:

ARTICLE I
USE OF LAND; LOCATION OF BUILDINGS AND IMPROVEMENTS

1.1 Use Restrictions. The Property shall be developed, improved, maintained and used as a high quality industrial, office and commercial complex, known as Keystone Business Park. In particular, no building shall be erected and no portion of the Property shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other governmental ordinances, codes and regulations, as amended from time to time (the “Codes”).

1.2 Building Setback Lines. No building or structure or any part thereof shall be erected, placed or maintained on any lot in violation of any of the front, rear or side lot line(s) prescribed by the Codes or by any plat of the Property. No portion of any lot nearer to any street than said front, rear or side lot lines shall be used for any purpose other than that of a lawn; provided, however, that this covenant shall not be construed to prevent the use of such portions of lots for walks, drives, parking areas, trees, shrubbery, flowers, flower beds, ornamental plants and advertising signs or other structures which shall first have been approved as provided under Article II hereof.

1.3 Building Heights. No building shall be constructed on any lot which exceeds the maximum height permitted by the Codes.
1.4 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located at the Property shall be underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Property.

1.5 Signs or Advertising. No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) except for a sign identifying the name, business and product of the firm occupying a particular lot and of a size, shape, color and illumination meeting the requirements of this Section 1.5 and of Article II hereof shall be erected, placed or maintained on any lot or on any building or other structure located within the Property. The Architectural Control Committee established pursuant to Article II hereof may, in its discretion, establish uniform standards of size, shape, color and illumination for all such signs and displays within the Property.

No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) shall be erected, placed or maintained at the entrance to the Property from Monclova Road; provided, however, that until such time as Owner has sold or leased all of the lots, Owner reserves the right to place temporary advertising signs at the entrance to the Property from Monclova Road.

1.6 Loading Docks. Loading docks, if any, shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street, sidewalk, or off-street parking area when in the process of loading or unloading. In addition, no loading docks shall be placed on or along the front elevation of any building or structure located on any lot. Garage doors in the facades of buildings located on Lot 9 facing Keystone Drive are
permitted only if they are screened with landscaped mounds and additional trees and bushes approved by the Architectural Control Committee.

1.7 **Outside Storage.** No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.8 **Accessory Structures.** All outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes and other rooftop or outside accessory units or structures shall be approved by the Architectural Control Committee pursuant to Article II hereof, and if approved, shall be screened in such manner and with such materials as are stipulated by the Architectural Control Committee.

1.9 **Emissions.** No portion of the Property shall be used in any manner which subjects adjacent lots to offensive noise, odors or emissions, except during and in connection with the construction or rehabilitation of improvements at the Property.

1.10 **General Maintenance.** Notwithstanding any other provisions of this Declaration, all of the lots within the Property and the common facilities shall be maintained in a high quality manner, consistent with the standard for the Property as set forth in the Recitals, in Section 1.1 hereof, and in Article II hereof.

1.11 **Maintenance of Landscaping in Certain Public Rights-of-Way.** Until the cul de sac at the north end of Keystone Drive is altered or eliminated upon the extension of Keystone Drive, the landscaping within the right-of-way of Keystone Drive between the paved cul de sac and the west line of Plat 2 and the landscaping in the island in the center of the cul de
shall be included in the common facilities and maintained by the Owner or the Association to
the extent that insufficient maintenance is provided by the public authorities to which such right-
of-way has been dedicated. Also, if the Owner or the Association determines it to be necessary
to provide maintenance to the areas within the public right-of-way for Monclova Road abutting
Lots 1 and 7 in Plat 1 and the Owner or the Association maintain such landscaping in order to
preserve the appearance of the Property as a first-class industrial subdivision, such maintenance
activities shall be treated hereunder as if the public right-of-way so maintained were common
facilities.

1.12 No Owner shall alter the drainage swales located or to be located within
the area marked “Drainage Easement” without first obtaining the written approval of the Lucas
County Engineer to such alteration. The Drainage Easements and swales have been dedicated to
the Board of Lucas County Commissioners under the Owner’s Certification on Plat 1 and Plat 2.

ARTICLE II
APPROVAL OF PLANS

2.1 Architectural Control Committee, Submission of Plans. The plans and
specifications for all buildings, structures and other improvements (including, but not limited to,
signs, fences, walls, driveways, sidewalks, landscaping, advertising displays and other
enclosures) to be constructed or rehabilitated at or within the Property shall be submitted for
examination to the Keystone Business Park Architectural Control Committee (the “Architectural
Control Committee”), and written approval of the Architectural Control Committee to such plans
and specifications shall be obtained before any such building, structure or improvement
(including but not limited to all required driveways and sidewalks) shall be constructed or placed
upon any lot and before any material addition, change or alteration may be made to any building
or other structure then situated on a lot. The submitted plans and specifications shall be prepared
by a competent architect, shall show (a) the size, location, type, architectural design, quality, cost, use, construction and material color scheme of the building, structure, improvement, addition, change or alteration, (b) the landscaping plan for the lot, including an underground sprinkler system, (c) the grading plan for the lot, and (d) the finished grade elevation thereof. Unless otherwise required by the Architectural Control Committee, three (3) sets of such plans and specifications shall be submitted for such committee's review. The Architectural Control Committee shall approve, reject or approve with modifications all such plans and specifications within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be a disapproval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall initially be the Owner, and thereafter the Architectural Control Committee shall consist of such member or members as may be designated and appointed by the Owner from time to time.

2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, the Owner intends to assure the development of the Property as a high quality and architecturally harmonious and desirable complex, with all buildings and structures to be constructed in such architectural styles, of such materials, and such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the Property as a whole. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee shall have the right to consider the compliance of the proposed building, structure, improvement, addition, change or alteration with this
Declaration, the suitability of the proposed improvement and of the materials of which it is to be built to the lot upon which it is proposed to be erected or added, the appropriateness and harmony of the improvement contemplated in relation to improvements on contiguous or adjacent lots and in relation to the general plan for the development of the Property, its architectural merits, the effect of the proposed improvement on the outlook from adjacent or neighboring lots, the extent to which its location, configuration and landscaping preserve the natural attributes (including any trees thereon) of the lot, and such other matters as may be deemed to be in the interest and to the benefit of the owners of lots in the Property as a whole.

2.4 Establishment of Grades. The Architectural Control Committee shall have the right to establish grades, slopes and swales on all lots, to require on-site storm water detention consistent with the requirements set forth on the plat of Keystone Business Park and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to the general plan for the development and use of the Property.

2.5 Landscaping. All landscaping shall be fully installed and completed, pursuant to the landscaping plan approved by the Architectural Control Committee, not later than thirty (30) days following the date of occupancy of any building, structure or addition unless installation is delayed by weather conditions which shall extend such installation until weather permits but in no event shall installation of landscaping be completed later than one hundred eighty (180) days following the date of occupancy of any building, structure or addition. All landscaping material and design must conform with any master landscaping plans which the Architectural Control Committee may adopt. If any landscaping installed pursuant to this Section 2.5 is destroyed, whether by natural or manmade causes, such landscaping shall be
promptly replaced with landscaping which, in the judgment of the Architectural Control Committee, is of the same or higher quality.

2.6 Construction in Absence or Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if an improvement is constructed without first obtaining such approval, or, if subsequent to receiving such approval there shall be determined to be any material variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such non-approved improvement shall be deemed a violation of this Declaration ("Violation"). In such event, the Architectural Control Committee shall have the right and option to provide notice of such Violation to the owner of the lot in question by filing and recording in the public records at the Office of the Recorder of Lucas County, Ohio, a "Notice of Violation" identifying the owner of the lot and the description of the lot upon which the Architectural Control Committee has determined that a Violation has occurred, and a copy of said Notice of Violation shall be delivered to the owner of said lot within thirty (30) days after filing.

2.7 Waiver of Restrictions. Each lot owner, by acceptance of a deed to a lot at the Property, agrees and consents for itself and for its heirs, executors, administrators, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, location of natural features such as trees, or topography of any lot is such that a strict construction or enforcement of any provision of this Declaration would work a hardship, said Committee may, in writing, grant waivers from this Declaration as to such lot.
2.8 Architectural Control Committee not Liable for Determinations. Although the Architectural Control Committee is granted in this Article II and elsewhere in this Declaration certain discretion and rights of approval, disapproval, determination and interpretation, the Owner does hereby for itself, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors, assigns and successors in the ownership of all of the lots at the Property, release and forever discharge the Architectural Control Committee and its successors and assigns, from any claims they may have against the Architectural Control Committee and said successors and assigns arising out of the exercise by the Architectural Control Committee or its said successors and assigns of such discretion and such rights of approval, disapproval, determination and interpretation and/or for the failure of the Architectural Control Committee or its said successors and assigns to exercise such discretion, rights of approval, disapproval, determination and interpretation.

2.9 Guidelines for Approval of Plans and Specifications. The Owner and/or the Architectural Control Committee shall have the right, from time to time, to promulgate, establish and publish guidelines for approval of plans and specifications (the “Guidelines”). Such Guidelines shall further describe and delineate the types of architectural styles, materials, colors, components and amenities that will be required or recommended to be addressed and/or included in the detailed plans and specifications.

ARTICLE III
MAINTENANCE POWERS AND RIGHTS OF OWNER

3.1 Powers and Rights. The Owner shall have the following powers and rights with respect to the Property and the common facilities:

(a) to enforce all provisions hereof, all provisions of the Guidelines, and all regulations which the Owner or the Architectural Control
Committee may promulgate from time to time with respect to any and all of the common facilities;

(b) to establish and collect assessments and disburse and dispose of funds, as herein provided;

(c) to prepare or cause to be prepared, on an annual basis, estimated budgets and determinations of the method of payment of assessments for the upcoming year;

(d) to keep a full and correct set of books of account, and to make said books of account available for inspection by any lot owner or lot owner's representative at reasonable times during normal business hours;

(e) to prepare annual financial statements;

(f) to improve, maintain, alter and remove any and all equipment, improvements and landscaping on the common facilities;

(g) to provide lighting, aeration, sweeping, cleaning, trash pickup, grass cutting, landscaping maintenance and other similar services within the common facilities and the adjacent public rights of way;

(h) to contract for the management and maintenance of any of the common facilities and the adjacent public rights of way;

(i) to pay all expenses associated with electrical, water, sewers, fuel or other utility services to the common facilities.

ARTICLE IV
ASSESSMENTS

4.1 Annual Assessments. Each lot within the Property shall be subject to a yearly assessment in such amount as may be annually determined by the Owner, subject to the maximum amounts set forth in this Section 4.1. The amount of such assessment shall be based upon each lot's pro rata share of the Property's annual operating budget and shall be determined for each calendar year on the basis of the number of lots on January 1 of that calendar year. For purposes hereof, and subject to Section 4.5, each lot's pro rata share shall be determined, from time to time, by dividing the total number of lots on the Property, which initially shall be 10 by 100..
The annual assessment for each calendar year shall be determined by the Owner prior to the end of the preceding calendar year and shall be payable to the Owner on or before the first day of May of each calendar year for such year. The annual assessments may be increased, decreased or adjusted from year to year by the Owner as the interests of the lot owners may, in the Owner’s judgment, require; provided, however, (i) that until January 1, 2005, the maximum annual assessment for any lot shall be $500.00; (ii) that from and after January 1, 2005, the maximum annual assessment for each year shall be 10% above the maximum annual assessment for the previous year.

4.2 Application of Annual Assessments. Consistent with the powers and rights of the Owner under Section 3.1 hereof, the annual assessments shall be applied only toward payment of the following costs and expenses:

(a) the improvement, maintenance, alteration and removal of all lands, easements, facilities, buildings, structures and improvements which comprise the common facilities, and including the employment of personnel to maintain, guard and police the same, and the provision of lighting, sweeping, cleaning, trash pickup, landscaping and other similar services within the common facilities;

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

(c) reasonable costs and expenses of collecting assessments provided for under this Article IV, obtaining and providing necessary insurance coverages, establishing and maintaining a contingency reserve for common facilities maintenance and improvements, and any and all other costs and expenses which the Owner may determine from time to time to be for the general benefit and in the best interest of the owners of lots within the Property; and

(d) all other costs and expenses reasonably related to the carrying out by the Owner of its powers, rights and duties.
The Owner shall exercise its discretion and judgment as to the amount of the funds to be expended in connection with each of the purposes for which funds are collected, and its discretion in reference thereto shall be binding upon all interested parties.

4.3 **Special Assessments.** Each lot within the Property shall also be subject to special assessments in such reasonable amounts as the Owner may determine, from time to time, as being necessary to pay for unusual or non-recurring costs and expenses of maintaining, repairing, replacing and operating the common facilities not specifically described in Section 4.1(iii). Such special assessments, when collected by the Owner, shall be held in and disbursed from a separately maintained account. The amount of any such special assessment to be incurred by a lot shall be based upon such lot's pro rata share thereof as determined in accordance with the formula set forth in Section 4.1 hereof. Special assessments may be determined by the Owner at any time, and shall be payable by the lot owners to the Owner on or before that date occurring sixty (60) days after such determination is made by the Owner. Notwithstanding anything else contained herein, the Owner shall not determine and make any special assessments in an amount greater than $500.00 per lot without the approving vote or written consent of lot owners representing not less than a majority of the lots.

4.4 **Lien to Secure Payment of Assessments.** The Owner shall have a perpetual lien upon the lots within the Property to secure the payment of the annual assessments and any special assessments, and each such annual assessment and/or special assessment shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each lot at the time when the assessment falls due. If default occurs in the payment of any annual assessment or special assessment for a period of sixty (60) days after its due date, a
“Notice of Lien” in substantially the following form may be filed and recorded in the lien records
at the Office of the Recorder of Lucas County, Ohio:

NOTICE OF LIEN

Notice is hereby given that ________________________ claims
a lien for unpaid annual assessments and/or special assessments for
the year(s) ___________ in the amount of $_________ against the
following described premises:

(insert legal description)

________________________________________
By _____________________________________

STATE OF OHIO

) SS.

COUNTY OF LUCAS

) The foregoing instrument was acknowledged before
me this ______ day of ____________, 20____ by
______________________________________, an Ohio corporation, on behalf
of the corporation.

________________________________________
Notary Public

In the event any annual assessment(s) and/or special assessment(s) is/are not paid when due, the
Owner may, when and as often as such delinquencies occur, proceed by process of law to collect the
amount then due (including its costs and expenses of said collection, and attorney fees) by
foreclosure of the above-described lien, or otherwise. No owner may waive or otherwise escape
liability for any annual assessment(s) or special assessment(s) by non-use of the common facilities
and/or the adjacent public rights of way or by abandonment of a lot. The lien of the annual
assessments and special assessments provided for herein shall be subordinate to the lien of any first
mortgage. The sale or conveyance of any lot shall not affect said lien(s) or relieve any lot from the
liability for any assessments thereafter becoming due or from the lien thereof; provided, however,
that the sale or conveyance of any lot pursuant to foreclosure of a first mortgage shall extinguish the
above-described lien as to payments which became due prior to such sale or conveyance.

4.5 Prorations, Certificates. If any lot is split into additional lots during any
calendar year, the annual assessment and any special assessment for such calendar year shall be
prorated between the owners of the parts of the original lot in accordance with the proportion which
the area of the part of the original lot to which each owner holds legal title bears to the total area of
the original lot against which the annual assessment or special assessment for such calendar year
was made. Upon demand of any lot owner and after payment of a reasonable charge therefor, the
Owner shall promptly issue a certificate setting forth whether all annual and special 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 V
EASEMENTS

5.1 Reservation of Easement Rights. The Owner reserves to itself and to its
successors and assigns, easements and rights of way for the construction, operation,
maintenance, repair and replacement of electrical, telephone and telegraph wires and conduits
(which shall, except as otherwise approved under Article II hereof, be underground facilities),
sewers, swales, and conduits for storm water and sanitary purposes, gas and water mains,
roadways and for any other facility or utility deemed convenient or necessary by the Owner or its
successors or assigns for the service of the Property. Said reserved easements and rights of way
shall be on, over or under (a) those portions of the lots adjacent and contiguous to all dedicated
public roadways and rights of way (now existing or hereafter established) abutting the lots within
the Property, and (b) those areas designated on the plat of the Property as “Sidewalk and
Highway Easement," "Drainage Easement," "Utility Easement," or language of similar import. Owner also reserves to itself and to its successors and assigns, the right to assign the use of any or all of said easements and rights of way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Upon request of the Architectural Control Committee, the owner (or lessee) of any lot shall join in and execute any document granting or assigning such easement rights. The Architectural Control Committee and its successors and assigns shall have the right to go upon such easement areas from time to time to install, maintain and repair such equipment, improvements and facilities.

5.2 Anti-Vehicular Access Easement. The two-foot (2') anti-vehicular access easement on lots one (1) and seven (7) shall be subject to use and administration by the Lucas County Board of Commissioners for the sole express purpose of preventing and eliminating vehicular access to from such lots to Monclova Road.

ARTICLE VI
DURATION AND AMENDMENTS

6.1 Term. This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any lots (or parts thereof) within the Property, and all other persons claiming ownership, possession or use of the Property or any portion thereof, until December 31, 2023, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. This Declaration may be amended from time to time, but only upon and with the written approval of the then owners of not less than a majority of the lots within the Property. Any amendments referred to in this Section 5.2 shall become effective only
upon the filing with the Office of the Lucas County Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

ARTICLE VII
MISCELLANEOUS

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

7.2 Violations Unlawful. Any violation (including but not limited to violations described in Section 2.6) or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner, the Architectural Control Committee or any person or persons owning any lot at the Property may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any provision of this Declaration to prevent such person or persons from so doing, to cause the removal or correction of such violation and/or to recover damages for such violation or attempted violation.

7.3 Saving Clause. The invalidation or unenforceability of any provision(s) of this Declaration by judgment, court order, amendment hereof by act of the owners of lots within
the Property or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

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

7.5 Notices. Any notice required to be sent to any owner of a lot or any part thereof or to the Owner or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such owner or to the Owner or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Architectural Control Committee.

7.6 Owner’s Assignment of Rights to Association; Formation of Association. Owner reserves the right, at any time while this Declaration is in force and the Owner owns one or more lots within the Property, to convey and assign all or any part of its rights and duties hereunder to (a) an Ohio non-profit corporation or limited liability company which shall thereafter act and function as a property owner’s association and whose membership shall be the owner’s, from time to time, of all lots within the Property (“Association”), or (b) any other person or entity that may be designated by Owner as its successor with respect to the rights and duties of Owner under this Declaration. In any event, Owner or its successor/assignee shall assign all of the rights, duties and obligations of Owner to the Association upon the conveyance by Owner or such assignee of lots comprising ninety percent (90%) of the acreage of all lots. If Owner fails to form the Association and assign its rights and obligations hereunder to the Association upon the conveyance of the last lot owned by it within the Property as aforesaid, all such rights shall be deemed conveyed to the Association upon such conveyance and a majority
of the owners of the lots within the Property shall have the right to form the Association and proceed as assignee of the Owner by recording a supplement to this Declaration reciting the pertinent facts by reason of which such deemed assignment has occurred and signed and acknowledged by the owners of a majority of the lots within the Property. The Association, when formed and upon assignment of Owner’s rights and obligations hereunder, shall have all the powers and obligations of Owner, including the right to select the members of the Architectural Control Committee and to establish a budget and collect assessments for the expenses of the Association as herein provided. The Articles of Incorporation and Code of Regulations or, if applicable, the Articles of Organization and Operating Agreement for the Association shall provide that all owners of lots in the Property shall be members of the Association and shall have voting rights in the Association based upon the total number of lots, with each lot having one (1) vote. Each owner, by acceptance of a deed to a lot, consents to the formation of the Association by Owner or by a majority of the owners of lots, as aforesaid, agrees to be a member of the Association, when formed, and agrees that the Association will have the rights reserved to Owner under this Declaration when the Association is formed.

7.7 No Subdivision of Lots Without Consent. No owner of any lot shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Architectural Control Committee, its successors and assigns, which shall permit such conveyance if, in its judgment, the lot or common facilities so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Property contemplated by and as set forth in this Declaration. This Section 6.7, however, shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.
7.8  **No Waiver of Violations.** No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

7.9  **Interpretation.** In the event of any question of interpretation hereunder, the Owner shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound by this Declaration.

7.10  **Section Headings.** The section headings contained herein have been inserted for convenience of reference only and **are** not to be used in the construction and/or interpretation of this Declaration.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**
IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized member, has caused this Declaration to be executed as of the date first above written.

George Isaac Properties, Ltd.

By: [Signature]

L.A. Isaac, Its Authorized Member

STATE OF OHIO  

) SS:

COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 6th day of August, 2003, by L.A. Isaac, the authorized member of George Isaac Properties, Ltd., an Ohio limited liability company, on behalf of the Company.

Karen Steedman

Notary Public

JOINER OF OWNER OF LOT 7

Champion Toledo Realty, LLC, an Ohio limited liability company, as the owner of Lot 7 in the Replat of Keystone Business Park Plat 1 does hereby consent to the adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Keystone Business Park and joins in the execution, delivery and recording of the same.

CHAMPION TOLEDO REALTY, LLC

By: [Signature]

Authorized Member

STATE OF OHIO  

) SS:

COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 10th day of August, 2003, by Tony Tokes, an authorized member of Champion Toledo Realty, LLC, an Ohio limited liability company, on behalf of the Company.

Karen Steedman

Notary Public

Mail:

This instrument prepared by:
Barton L. Wagenman, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1900 Jackson Street
Toledo, Ohio 43624-1573

Karen Steedman

Notary Public