NORTH-CROSS
INDUSTRIAL
PARK

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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR NORTH-CROSS INDUSTRIAL PARK

THIS DECLARATION OF RESTRICTIONS AND COVENANTS is made
on this 22nd day of November, 1996, by Perry Farms, Inc.,
an Ohio corporation ("Developer").

RECITALS, WHEREAS:

A. Developer is the owner of the real property legally
described on the attached Exhibit A hereby made a part hereof
(hereinafter the "Property"); and

B. Developer may in the future submit all or any part
of the real property legally described on the attached Exhibit B
hereby made a part hereof (the "Additional Property") to the
provisions of this Declaration (hereinafter defined);

C. Developer desires to make known the restrictions,
conditions, covenants, charges and agreements affecting all of the
Property to insure its proper use and development.

NOW, THEREFORE, in consideration of the enhancement in
value of the Property, to afford purchasers and occupants with
protection in its use and occupancy, and to provide a general plan
of development of the Property designed to make it more attractive
for owners, the Developer declares the Property, and each of the
lots in the Property or any part or portion of the Property, shall
be held, developed, improved, built upon, used, occupied, leased
and conveyed, subject to the following restrictions, covenants and
conditions of this Declaration.

SE 5-9-8 and 5, 7/9
SW 5-9-8 and 7/9
LOT 2 5-9-8 and 302
LOT 4 5-9-8 and 401
Section 1. **Purpose.**

The Property is hereby made subject to the following restrictions, covenants and conditions of this Declaration, all of which shall be deemed to run with the land and each and every lot, parcel and part thereof known as the Property, to insure proper use and appropriate development and improvement of the Property. This Declaration is intended to (a) maintain fair market value of the Property and each Building Lot (hereinafter defined); (b) protect the owners and occupants of the Building Lots against improper development and use of surrounding Building Lots; (c) control the quality and methods of construction on each Building Lot; (d) insure adequate and reasonable consistent development of the Property; (e) establish requirements for the development of the Property relating to land use, site planning and architectural improvements in order to achieve harmonious appearance and function; and (f) generally promote the welfare and safety of the owners and occupants of the Building Lots.

Section 2. **Definitions.**

2.1 **Definition of Terms.** The following terms shall have the definitions subscribed thereto.

A. "Building Lot" shall mean any platted lot established by the recorded plat for the Property or by the legal description in the original conveyance from Developer to the first fee simple owner of any parcel of the Property. If two or more contiguous Building Lots are acquired by the same owner in fee...
simple, such commonly owned Building Lots may, at the option of the Owner, be combined and treated as a single Building Lot for purposes of the Declaration.

B. "Common Areas" shall mean those areas, if any, of the Property devoted to the common use and enjoyment of the owners of the Building Lots, including, but not limited to, drainage facilities, signage and open space.

C. "Declaration" shall mean this Declaration of Restrictions and Covenants.

D. "Developer" shall mean Perry Farms, Inc., an Ohio corporation, its successors and assigns.

E. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, garages, parking areas, roads, driveways, paved areas, loading areas, storage facilities, fences, walls, retaining walls, hedges, trees, shrubs and other forms of landscaping, aboveground, underground and overhead utility installations and facilities, poles, signs, towers, antennae and any other structure of every type.

F. "Owner" shall mean the party or parties owning fee simple title to a Building Lot and any party selling or buying an interest in a Building Lot under a land installment contract.

2.2 Other Definitions. Any terms not defined in Section 2.1 shall have the meanings attributed thereto in this Declaration or if there is no specific meaning, the meaning associated with its ordinary and common usage.
Section 3. Permitted and Prohibited Uses.

3.1 Permitted Uses. Except as prohibited by Section 3.2, Building Lots shall be used for all lawful commercial, manufacturing, research and industrial purposes and services related to those uses, including, without limitation, engineering facilities, research facilities, laboratories, industrial uses, offices and such other compatible uses as the Architectural Review Committee shall permit in its sole discretion. All such uses shall comply with all applicable zoning ordinances and all municipal, state and federal regulations.

3.2 Prohibited Uses. The following operations, activities and uses shall not be permitted on any part of the Property:

(a) any use dangerous to any person or property on any other part of the Property;

(b) any junkyard, sanitary or solid waste landfill or incinerator, hazardous or toxic landfill or incinerator, construction debris landfill or a storage, handling or processing facility for any of the uses described in this subsection (b); and

(c) any truck terminal facility.

3.3 Limitations on Use. No noxious or offensive trades, services or activities shall be conducted on any Building Lot nor shall anything be done thereon which may be or become a nuisance to the Owner or occupant of other Building Lot by reason of unsightliness or the excessive emission of fumes, odors, glare,
vibration, gases, radiation, dust, liquid waste, smoke or noise, or which in any other manner interferes with the reasonable use of any other Building Lot by its Owner or occupant.

Section 4. Regulations of Buildings, Structures and Improvements.

4.1 Generally. No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Lot until plans and specifications and the intended use therefor have been approved by the Architectural Review Committee as more fully set forth in Section 5.

4.2 Setbacks. The applicable setback requirements shall be as set forth herein or as set forth on the plat of the Property filed for record in the Recorder's Office of Lucas county, Ohio, whichever setback requirement shall be greater. No building or structure of any kind shall at any time be erected on any Building Lot within thirty (30) feet of the boundary line of any street or proposed street adjoining the Building Lot or within fifteen (15) feet from any boundary line of any Building Lot. No parking area or paved area for any purpose shall be established or constructed on any Building Lot within twenty (20) feet from the boundary line of any street or proposed street adjoining the Building Lot, or within ten (10) feet from any boundary line of any Building Lot.

4.3 Off-Street Parking. No parking shall be permitted on any public street located within or adjacent to the Property, or any Building Lot or at any place other than on each Building Lot's
paved parking area. Each Owner shall be responsible for compliance with the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner for its tenants, customers, visitors, invitees and employees. All off-street parking, access drives and loading areas shall be paved. All parking areas shall be developed with proper integration of landscape and screening elements as approved by the Architectural Review Committee.

4.4 Loading Areas. All loading areas shall be located so that trucks and other vehicles or machinery using such loading areas will not extend into any street. Proper integration of landscape and screening elements as approved by the Architectural Review Committee must be provided between any loading and receiving area and any street.

4.5 Outside Storage. Outside storage is strongly discouraged. No materials, supplies, equipment, finished or semifinished products or articles of any nature shall be stored or permitted to remain on any Building Lot outside of a building without written approval of such storage and proper screening thereafter as approved by the Architectural Review Committee. Waste and rubbish storage facilities incidental to the main use of a Building Lot shall be properly screened and approved by the Architectural Review Committee.

4.6 Landscaping.

A. All undeveloped areas of a Building Lot shall be landscaped in accordance with a plan submitted to and approved
by the Architectural Review Committee prior to any development of
the Building Lot. Such landscaping plan shall include information
regarding the type of seeding, trees, hedges and shrubs and
information regarding other customary landscape treatment for the
entire Building Lot, and shall include detail on the fences, walls
and screening. Further, it shall be the responsibility of the
Owner of a Building Lot to landscape and maintain all areas within
the Owner’s Building Lot. All landscaping shall be undertaken and
completed in accordance with such approved plan. No plan may be
materially altered, amended or revised without submitting the
revised landscaping plan for prior approval by the Architectural
Review Committee.

B. All landscaping shall be completed within six
(6) months after the substantial completion of construction of any
buildings on the Building Lot. If any Owner fails to so complete
its landscaping, Developer may, after giving the Owner thirty (30)
days’ written notice, complete the landscaping in accordance with
the approved landscaping plan. If Developer completes such
landscaping, the costs of such landscaping shall be assessed
against the Owner, and if the assessment is not paid within thirty
(30) days after written notice to the Owner of such assessment from
Developer, the assessment shall constitute a lien on the Building
Lot and may be enforced in accordance with Section 6 hereof.
4.7 **Maintenance.**

A. Each Building Lot Owner shall keep its land, and appurtenances in a safe, clean, neat and orderly condition and shall comply with all laws, codes and regulations related thereto.

B. If a Common Area is designated, each Owner shall pay its pro rata portion (based on Building Lot acreage) of the gross expenses incurred by the Developer or the Owners' Association (hereinafter defined) for the maintenance (including landscaping maintenance), repairs, replacements and services required in connection with the Common Areas. Such expenses shall include, but are not limited to, lighting, signage, landscaping, cleaning, mowing, liability insurance premiums and real property taxes and assessments. The failure of an Owner to pay such assessments within thirty (30) days of its receipt of a statement or invoice shall result in a lien against the Building Lot enforceable in accordance with Section 6 hereof.

4.8 **Signs.** All signs for Building Lots must be submitted for approval to the Architectural Review Committee and must reasonably conform in size, form, color and style with other signage on other Building Lots and on the Common Areas. Only one sign shall be permitted per street frontage of a Building Lot. No sign shall move, blink or be attached to the roof of any building or other structure.

4.9 **Utility Connections.** All utility connections, including all electrical and telephone connections, and installations of all wires and cables to Improvements, shall be
No transformer, electric or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Building Lot and shall be adequately screened and fenced.

4.10 **On-Site Drainage.** Each Building Lot Owner shall be required to provide adequate storm water drainage facilities in accordance with existing and planned storm sewer systems and existing topography.

4.11 **Building Lot Subdivision.** No Building Lot shall be reduced in size or subdivided without the approval of the Architectural Review Committee.

Section 5. **Approval of Plans.**

5.1 **Architectural Review Committee.** Developer hereby establishes an Architectural Review Committee. This Committee shall consist of three (3) members, who shall serve until their earlier retirement or removal. The vote of a majority of the Architectural Review Committee members shall constitute the official action of the Architectural Review Committee. In carrying out its functions, the Architectural Review Committee, in its sole discretion, may seek information, advice or recommendations from architects, landscape architects, land planners, attorneys, civil engineers, and/or Owners. All approvals of the Architectural Review Committee required hereunder shall be in writing and signed by at least one (1) member.
5.2 Plans and Specifications Approval. No Improvements shall be constructed, erected, altered, maintained or permitted on any Building Lot until the plans and specifications therefor have been approved by the Architectural Review Committee. The plans and specifications shall at a minimum show the proposed building and outbuilding design, plot layout, exterior elevations, storm water drainage, exterior materials consisting of at least 25% masonry products on the front facade of the building and the colors, signs, landscaping, loading areas, any outside storage and its related screening, number, size and layout of parking spaces, screening, fencing, easements and utilities, proposed building use and number of employees, and such other information as may be requested by the Architectural Review Committee. Such plans and specifications shall be submitted in writing under signature of the Owner or the Owner’s authorized agent. The Architectural Review Committee approval or disapproval thereof shall be in writing, by separate correspondence or indicated directly on the submitted plans and specifications signed by at least one (1) member. Any material change in approved plans and specifications shall be submitted to the Architectural Review Committee for approval before any change is implemented.

5.3 Standards of Review. All approvals of the Architectural Review Committee shall be based, among other things, on the adequacy of Building Lot dimensions, conformity and harmony of external design and materials with neighboring structures, effect of the proposed location and use of Improvements on
neighboring Building Lots' operations and uses; and otherwise pursuant to the broad discretion of the Architectural Review Committee in consideration of the purpose, general plan and intent of this Declaration.

5.4 Approval Period. If the Architectural Review Committee fails either to approve, disapprove or request additional information for any Building Lot plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted, the plans and specifications shall be conclusively presumed approved, subject, however, to the restrictions contained in Section 3 hereof.

5.5 Variances. The Architectural Review Committee may grant an Owner reasonable variances from the requirements of this Declaration to avoid unnecessary hardships or to overcome practical difficulties imposed thereby to a particular Building Lot. No variance shall materially adversely affect the fair market value of any other Building Lot without the prior written consent of its Owner, which consent shall not be unreasonably withheld. No such variance granted for any Building Lot hereunder shall constitute a waiver of the applicable requirement as to any other Building Lot.

5.6 Limitation of Liability. The Architectural Review Committee, its members and Developer, and their respective agents, consultants, successors, heirs and assigns shall not be liable in losses, damages (whether direct, consequential or incidental) or otherwise, to any Owner or any other person or entity submitting
plans and specifications for approval, by reason of (a) any mistake
in judgment, variance, negligence or nonfeasance arising out of or
in connection with the approval, disapproval or failure to approve
any such plans and specifications; (b) any defects in the plans and
specifications or work done in connection therewith; (c) the
modifications of any plans and specifications; (d) the granting of
any requested variance; or (e) the development of or improvements
on or to any Building Lot according to any plans and
specifications. Every person who submits plans and specifications
to the Architectural Review Committee for approval agrees, by
submission of such plans and specifications, and every owner or
occupant of any Building Lot agrees, by acquiring title thereto or
an interest therein, that such person waives the right to bring any
action or suit against the Architectural Review Committee, its
members or the Developer for any reason whatsoever. The
Architectural Review Committee approval of any plans and
specifications shall not constitute the assumption of any liability
by, or impose any liability on, the Architectural Review Committee
or its members, consultants or agents, as to the accuracy, adequacy
or sufficiency of such plans and specifications for any reason
whatever.

5.7 Architectural Review Committee Members. As long as
the Developer owns one (1) Building Lot, the Developer shall
appoint all three (3) members of the Architectural Review Committee
and their replacements. Thereafter, the Architectural Review
Committee members shall be elected by the members of the Owners'
Association, if any, or the majority vote of the Owners. Any Architectural Review Committee member may be removed at any time by the Developer, as long as the Developer owns one (1) Building Lot, and thereafter by the Owners' Association or a majority of the Owners.

Section 6. **Enforcement.**

6.1 **Standing to Enforce.** The restrictions, covenants and conditions of this Declaration shall run with the land known herein as the Property, shall be binding upon and inure to the benefit of the Developer and the Owners of every Building Lot, and their respective heirs, executors, administrators, successors and assigns. These restrictions, covenants and conditions may be enforced by all or any one or more of the Developer, the Architectural Review Committee, any Owner of any Building Lot and/or the Owners' Association. Any restriction, covenant or condition may be enforced by prosecuting a proceeding at law or in equity against the person or persons who violated, or are attempting to violate, any one or more of these restrictions, covenants or conditions, to enjoin or prevent them from so doing and/or to cause such violation to be remedied or to recover damages for said violation. Every such violation is hereby declared to be, and shall constitute, a nuisance, and every public or private remedy allowed therefor by law or equity against an owner or occupant shall be applicable against every such violator or violation.
6.2 Enforcement Costs. In any legal or equitable proceeding to enforce this Declaration or to restrain the violation of this Declaration, the losing party or parties shall pay the reasonable attorney’s fees of the prevailing party or parties. All remedies provided herein, at law or in equity shall be cumulative and not exclusive.

6.3 Enforcement of Maintenance Assessments. The Owner of each Building Lot, within thirty (30) days after the date on which a notice of assessment with respect to landscaping maintenance of Owner’s Building Lot and/or notice of an Owner’s pro rata share of the annual assessment is mailed or delivered, shall pay the assessment to Developer or the Owners’ Association, as the case may be. Any assessment not paid within such thirty (30) day period shall bear interest thereafter at the rate of ten percent (10%) per annum until paid. The Developer or the Owners’ Association shall have a perpetual lien on all Building Lots to secure payment of any assessments, interest and costs of collection. To evidence such a lien, the Developer or the Owners’ Association may prepare a written Notice of Unpaid Assessment Lien in the form set forth on the attached Exhibit C. The notice shall be signed by an authorized party and recorded in the office of the Recorder of Lucas County, Ohio. The lien for the unpaid assessment shall attach to the Building Lot, and be perfected, from the date of the recording of such Notice. Any such lien may be enforced by the foreclosure of the Building Lot, like any mortgage lien or other lien on real property is foreclosed under the laws of the
State of Ohio. The amount of the assessment assessed against each Building Lot shall also be the debt of the owner thereof at the time the assessment is made, and suit to recover a money judgment for unpaid assessments may be maintained against such owner directly without recording or foreclosing any lien permitted hereunder. The lien shall be subordinate to any first mortgage lien.

6.4 Miscellaneous. The failure of the Developer or any Owner to enforce any of the restrictions, covenants or conditions herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce the same. The remedies set forth herein are cumulative. No provision of this Declaration shall be construed as to impose any obligation or duty on Developer, the Architectural Review Committee, any Owner or the Owners’ Association to take any action to enforce this Declaration.

Section 7. Construction Obligations.

7.1 City Improvements. Each Owner recognizes and acknowledges the City of Toledo granted funds to the Developer to provide the costs of construction for the road and utility infrastructure necessary to service the Property, which benefit each Building Lot and its Owner. The City of Toledo has elected not to assess any Building Lot for such roads or infrastructure improvement costs, provided construction of an Improvement is commenced by the Owner on a Building Lot within two (2) years after
its purchase from the Developer. The City of Toledo granted the funds necessary for such roads and infrastructure to induce economic development and wants to discourage speculative investment in the Building Lots.

7.2 Construction or Assessment. Each Owner shall Commence Construction (hereinafter defined) of an Improvement on each Building Lot within two (2) years from the date of the deed from the Developer conveying the Building Lot. If an Owner fails to Commence Construction within such time period, then the Owner may be obligated to pay in full the Building Lot’s pro rata assessment for the costs of the road and utility infrastructure. Each Owner acknowledges and agrees that the City of Toledo is an intended beneficiary of this Section 7 and that the City of Toledo shall be entitled to enforce against each Owner the obligations set forth herein. The City of Toledo Commissioner of Economic Development may extend such two (2) year period upon request.

7.3 Commencement of Construction. "Commencement of Construction" means the Owner of the Building Lot has done all of the following:

A. Obtained the approvals of the Architectural Review Committee as required by Section 5;

B. Obtained building permits from the appropriate governmental authorities authorizing construction of a building and improvements; and

C. Entered into a binding construction contract with a contractor licensed to do business in Ohio for construction
Section 8. **Easements Reserved by Developer.**

3.1 **Easements.** Developer reserves for the benefit of all Owners and occupants of Building Lots the easements shown on the recorded plat or plats for the Property for the installation, use, maintenance, repair and replacement of utilities and drainage systems and related facilities. No Improvement may be placed on any part of the Property which will materially impede the free and normal use of such easements. Furthermore, the Developer reserves the right from time to time to grant additional easements against the Property necessary for the development of any Building Lot, provided such new easement does not materially impair the then existing use of any Owner’s Building Lot. To facilitate the granting of such easements, each Owner, by acceptance of its deed to a Building Lot, agrees to cooperate and execute all documents necessary to grant such easements. Further, each Owner, by the acceptance of its deed to a Building Lot, hereby irrevocably appoints the Developer as its attorney-in-fact to execute, acknowledge and deliver for and on behalf of the Owner such documents necessary to grant the easements as herein provided. This power of attorney is coupled with an interest and shall be binding on any successor in title to a Building Lot.
8.2 Right of Entry. Developer reserves the right for itself, its successors and assigns, to enter upon the easement areas shown on the plats of the Property in order to install, maintain, repair, use and/or replace pipes, wires, antennae, cables, towers, conduits and other lines, systems and/or facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to any part of the Property. Developer reserves the right to assign the use of any such easements to any person, firm or entity furnishing any utility or to the Association.

8.3 Perpetual Easements. All easements and rights granted and/or reserved herein are easements appurtenant, running with the land which comprise a part of the Property, perpetually in full force and effect. Such easements shall at all times inure to the benefit of and be binding on Developer, its successors and assigns, and any owner, occupant, mortgagee or other party now or hereafter having any interest in any Building Lot or any part of the Property.

Section 9. Additions to the Property by Developer.

So long as Developer owns one (1) or more Building Lots, Developer may add to this Declaration all or any part of the Additional Property to the Property by recording an amendment to this Declaration containing an accurate and complete legal description of the real property so added without the necessity of joining any other Owners as parties to such amendment. Upon the
recording of any such amendment (i) all of the provisions of the Declaration shall apply to the Additional Property in the same manner as if the Additional Property had been originally part of the Property and (ii) all of the restrictions, covenants and conditions of this Declaration shall run with the land known as the Additional Property and shall be binding upon and inure to the benefit of Developer, all Owners, occupants and their respective heirs, administrators, executors, successors and assigns.

Section 10. Owners' Association.

10.1 Owners' Association. During development of the Property, the Developer may establish certain Common Areas. Developer reserves the right to create an Owners' Association to own, manage, monitor, repair and replace the Common Areas. Membership in the Owners' Association shall be limited to Owners of Building Lots. The Owners' Association shall have the right as set forth herein to enforce the restrictions, covenants and conditions contained in this Declaration and to select members to serve on the Architectural Review Committee.

10.2 Association Code of Regulations. The Developer may establish a code of regulations for the Owners' Association governing the conduct of its affairs, voting rights of its members, minimum voting percentages for decisionmaking, quorums and similar matters. Each Owner consents to the formation of the Owners' Association, agrees to become a member if formed, and agrees its
Building Lot will be bound by the actions of the Owners' Association taken according to its code of regulations.

10.3 Annual Assessments. Developer, and thereafter the Owners’ Association, shall have the right to annually assess each Building Lot in such amount as may be determined by the Developer or the Owners’ Association. The amount of such assessment shall be based upon each Building Lot’s pro rata share of the annual operating budget of the Developer or the Owners’ Association, and shall be adjusted by the actual expenses so incurred. The annual assessment shall be paid on or before March 1st of each year. Each Building Lot’s pro rata share shall be equal to the percentage arrived at by dividing the acreage of the Building Lot by the total acreage of all Building Lots. The Developer or the Owners’ Association shall exercise its discretion and judgment in expending funds collected from each Owner, and its decisions shall be binding.

Section 11. Term, Termination, Modification and Assignment.

11.1 Term. This Declaration shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Section 11.2.

11.2 Termination and Modification. This Declaration may be terminated, extended, modified or amended as to the Property or any Building Lot, or any portion thereof by the written consent of the Owners of 75% percent or more of the Building Lots. Provided,
however, that during the initial ten (10) year term of this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of Developer. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing executed and acknowledged by such Owners in the presence of two (2) witnesses and a notary public and filed for record in the office of the Recorder of Lucas County, Ohio.

11.3 Assignment of Developer's Rights and Duties. Any and all of the rights, powers and reservations of Developer herein contained may be assigned by Developer to the Owners' Association or to any person, corporation or association which will assume all of the duties of Developer hereunder. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, executors, administrators, successors and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by a majority of the Owners.

Section 12. Miscellaneous

12.1 Severability. If any provision of this Declaration is held invalid by judgment or court order, the invalidity of such provision shall in no way affect any of the other restrictions,
covenants or conditions hereof, which provisions shall remain in full force and effect.

12.2 Owner’s Liability Subsequent to Sale. Upon the sale of a Building Lot, the selling Owner shall not have any further liability for the obligations hereunder which accrue against the Building Lot after the date of conveyance; provided, however, that nothing herein shall be construed to relieve an Owner from any liabilities or obligations incurred under the Declaration prior to such sale. Furthermore, any such sale shall not enlarge or extend the time for Commencement of Construction of an Improvement upon a Building Lot nor modify the City’s right of payment pursuant to Section 7, and any subsequent Owner shall have only the time remaining to the original Owner, if any, to comply with Section 7.

12.3 Governing Law. This Declaration shall be governed by and interpreted in accordance with the law of Ohio.
This Instrument Prepared By: Steven D. Reinbolt, Attorney-at-law
Dawson & Smith, LTD.
One Seagate, 24th Floor
P. O. Box 10032
Toledo, Ohio 43699-0032
(419) 214-6000

My Commission Expires:
JAVONNE E. PARSONS
4493-0342
My Commission Expires 03-15-05

JAVONNE E. PARSONS
Notary Public Expires 03-15-05

In Witness Whereof, the Developer has set its hand this
22nd day of November, 1996

By: L. D. Perry
Title: President
DEVELOPER: PERRY FARMS, INC.
EXHIBIT "A"

The next two pages is the entire legal description of the North-Cross Industrial Park.
LEGAL DESCRIPTION: Part of Section 5, Town 9 South, Range 8 East, City of Toledo, Lucas County, Ohio.

Commencing at a monument at the intersection of the centerline of Suder Avenue, so called, and the Ohio/Michigan State Line; thence South 89 degrees, 33 minutes, 01 seconds West a distance of 31.66' to a point on the West right-of-way of Suder Ave., said point also being the true point of beginning; thence South 18 degrees, 10 minutes, 07 seconds West along the West right-of-way of Suder Ave. a distance of 501.32' to a point on the East-West Centerline of Section 5; thence North 89 degrees, 49 minutes, 53 seconds West along the East-West Centerline of Section 5 a distance of 368.56'; thence South 00 degrees, 46 minutes, 07 seconds West a distance of 740.32'; thence South 76 degrees, 31 minutes, 01 seconds East a distance of 109.38' to a point on the West right-of-way of Suder Ave.; thence South 19 degrees, 52 minutes, 46 seconds West along the West right-of-way of Suder Ave. a distance of 316.15'; thence South 19 degrees, 52 minutes, 46 seconds West along the West right-of-way of Suder Ave. a distance of 11.71'; thence North 76 degrees, 32 minutes 26 seconds West a distance of 321.20'; thence South 13 degrees, 27 minutes, 34 seconds West a distance of 140.00'; thence South 76 degrees, 32 minutes, 26 seconds East a distance of 305.45' to a point on the Limited Access right-of-way of Interstate 75 Southbound; thence South 35 degrees, 06 minutes, 39 seconds West along the Limited Access right-of-way of Interstate 75 Southbound a distance of 184.62'; thence South 20 degrees, 21 minutes, 35 seconds West along the Limited Access Right-of-Way of Interstate 75 Southbound a distance of 297.59'; thence South 65 degrees, 44 minutes, 42 seconds West along the Limited Access Right-of-Way of Interstate 75 Southbound a distance of 648.96'; thence South 57 degrees, 47 minutes, 58 seconds West along the Limited Access Right-of-Way of Interstate 75 Southbound a distance of 321.56'; thence South 51 degrees, 57 minutes, 28 seconds West along the Limited Access Right-of-Way of Interstate 75 Southbound a distance of 937.59' to a point on the South line of Section 5; thence North 89 degrees, 49 minutes, 09 seconds West along the South line of Section 5 a distance of 627.51' to a point on the East right-of-way of the Detroit & Toledo Shoreline Rail Road; thence North 00 degrees, 21 minutes, 24 seconds East along the East right-of-way of the Detroit & Toledo Shoreline Rail Road a distance of 2640.39' to a point on the East-West Centerline of Section 5; thence North 89 degrees, 52 minutes, 52 seconds West along the East-West Centerline of Section 5 a distance of 67.13' to a point on the East right-of-way of the Detroit & Toledo Shoreline Rail Road; thence North 00 degrees, 30 minutes, 00 seconds East along the East right-of-way of the Detroit & Toledo Shoreline Rail Road a distance of 142.96' thence
North 16 degrees, 15 minutes, 45 seconds West along the East right-of-way of the Detroit & Toledo Shoreline Rail Road a distance of 104.02'; thence North 00 degrees, 30 minutes, 00 seconds East along the East right-of-way of the Detroit & Toledo Shoreline Rail Road a distance of 42.39'; thence South 89 degrees, 59 minutes, 59 seconds East a distance of 1240.02' to a point on the North-South Centerline of Section 5, thence North 01 degrees, 03 minute, 54 seconds East along the North-South Centerline of Section 5 a distance of 179.32' to a point on the Ohio/Michigan State Line; thence North 89 degrees, 33 minutes, 01 seconds East along the Ohio/Michigan State Line a distance of 1862.14' to the true point of beginning.

Containing 6,482,970.65 square feet or 148.829 acres of land. Subject to all legal highways and easements of record, or now in use.

Legal Description prepared by,

Matthew D. Lewandowski, P.L.S.
August 31, 1996
EXHIBIT C

NOTICE OF UNPAID ASSESSMENT LIEN

To: (Owner’s Name)

Address: ________________________________________

____________________________________________________

Notice is hereby given that __________________________ (insert either Perry Farms, Inc./North-Cross Owners’ Association) claims a lien for unpaid assessments and accrued interest totaling $_________ against your Building Lot legally described as follows:

(insert legal description)

Interest shall accrue on such unpaid assessment at the rate of 10% per annum until paid in full.

Developer/Owners’ Association

By: ___________________________________________

STATE OF ________) SS:

COUNTY OF ______) ss:

The foregoing instrument was acknowledged before me this _____ day of ___________, 19____ by ___________ as an Ohio corporation/an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public

This Instrument Prepared By:

Steven D. Reinbolt, Attorney-at-Law
EASTMAN & SMITH LTD.
One SeaGate, 24th Floor
P. O. Box 10032
Toledo, Ohio 43699-0032
SDR/dlp

11/80/
RECEIVED & RECORDED
DEC 09 1996 2:45 PM
SUE RIOUX
RECORDER, LUCAS COUNTY OHIO
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vibration, gases, radiation, dust, liquid waste, smoke or noise, or
which in any other manner interferes with the reasonable use of any
other Building Lot by its Owner or occupant.

Section 4. Regulations of Buildings, Structures and Improvements.

4.1 Generally. No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Lot until plans and specifications and the intended use therefor have been approved by the Architectural Review Committee as more fully set forth in Section 5.

4.2 Setbacks. The applicable setback requirements shall be as set forth herein or as set forth on the plat of the Property filed for record in the Recorder's Office of Lucas County, Ohio, whichever setback requirement shall be greater. No building or structure of any kind shall at any time be erected on any Building Lot within twenty five (25) feet of the boundary line of any street or proposed street adjoining the Building Lot or within fifteen (15) feet from any boundary line of any Building Lot. No parking area or paved area for any purpose shall be established or constructed on any Building Lot within twenty (20) feet from the boundary line of any street or proposed street adjoining the Building Lot, or within ten (10) feet from any boundary line of any Building Lot.

4.3 Off-Street Parking. No parking shall be permitted on any public street located within or adjacent to the Property, or any Building Lot or at any place other than on each Building Lot's
SECOND AMENDMENT TO DECLARATION
OF RESTRICTIONS AND COVENANTS FOR
NORTH-CROSS INDUSTRIAL PARK

THIS SECOND AMENDMENT to the Declaration of Restrictions
and Covenants for North-Cross Industrial Park (the "Second
Amendment") is made on this 1st day of August, 1997 by
Perry Farms, Inc., an Ohio corporation ("Developer").

RECITALS: WHEREAS,

A. Developer is the fee simple owner of the real
property legally described on the attached Exhibit A hereby made a
part hereof (the "Property");

B. Developer filed a Declaration of Restrictions and
Covenants for North-Cross Industrial Park (the "Declaration") with
the Lucas County Recorder on December 9, 1996, which Declaration
was recorded at Lucas County Deed Record 96-3102A08;

C. Developer replaced original page 5 of the
Declaration with a new page 5 seeking to modify Section 4.2 and
filed the Declaration with the Lucas County Recorder for second
record on February 6, 1997, which was recorded at Lucas County Deed
Record 97-0304B07 (the "First Amendment");

D. No part of the Property has been conveyed or
transferred to any third party prior to or as of the date hereof;
and

E. Developer now desires to make further amendments and
additions to the Declaration.

NOW, THEREFORE, in consideration of the enhancement in
value of the property, the Developer hereby amends the Declaration
to provide as follows:

1. Recitals and Defined Terms. All of the recitals set
forth above are incorporated herein by reference. All of the
capitalized terms used in this Second Amendment shall have the
meanings set forth in the Declaration unless specifically defined
in this Second Amendment.

2. setbacks. The second sentence of Section 4.2 of the
Declaration is hereby deleted in its entirety and rewritten to read
as follows:

No building or structure of any kind shall at any time be
erected on any Building Lot within twenty-five (25) feet
of the boundary line of any street or proposed street

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adjoining the Building Lot or within fifteen (15) feet
from any boundary line of any Building Lot.

3. **Loading Areas.** A new second sentence is added to
Section 4.4 of the Declaration to read as follows:

All loading areas and loading docks for each building or
structure on a Building Lot shall be located on the rear
or side thereof, unless specifically approved in writing
by the Architectural Review Committee.

4. **Maintenance.** New sentences to Section 4.7A are
added to read as follows:

Each Building Lot Owner shall maintain its lawn and
landscaping in good condition and repair. Lawn
irrigation and sprinkling systems are encouraged, but not
required.

The phrase "If a Common Area is designated," which appears at the
beginning of the first sentence of Section 4.7B, is hereby deleted
in its entirety and the word "each" is hereby capitalized to
"Each."

5. **Signs.** A new last sentence is added to Section 4.8
of the Declaration to read as follows:

All signs shall be no more than thirty-six (36) inches
in height and seventy-two (72) inches in length with the
top of each sign being no higher than forty-two (42)
inches above the surface of the ground.

6. **On-Site Drainage.** Section 4.10 is deleted in its
entirety and rewritten to read as follows:

Each Building Lot Owner shall be required to provide
adequate storm drainage facilities in accordance with
existing and planned storm sewer systems, existing
topography and in accordance with the requirements of the
City of Toledo.

7. **Building Lot Subdivision.** Section 4.11 is deleted
in its entirety and rewritten to read as follows:

No Building Lot shall be reduced in size or subdivided
without the approval of the Architectural Review
Committee and must be in accordance with all applicable
laws and regulations governing lot subdivisions.

8. **Plans and Specifications Approval.** The second
sentence of Section 5.2 of the Declaration is hereby deleted in its
entirety and rewritten to read as follows:
The plans and specifications shall at a minimum show the proposed building and outbuilding design, plot layout, exterior elevations, storm water drainage, masonry material of marbled block around the bottom eight (8) feet of all buildings (except for the side or rear walls intended for future building expansion) and the colors, signs, landscaping, loading areas, any outside storage and its related screening, number, size and layout of parking spaces, screening, fencing, easements and utilities, proposed building use and number of employees, and such other information as may be required by the Architectural Review Committee.

9. **Easements.** The third sentence of Section 8.1 of the Declaration is deleted in its entirety and rewritten to read as follows:

Furthermore, the Developer reserves the right from time to time to grant additional easements against the Property necessary for the development of any Building Lot, provided such new easement does not materially impair the then existing use of any Owner’s Building Lot, including, without limitation, utility easements, drainage easements, access easements or landscaping easements.

10. **Annual Assessments.** The first sentence of Section 10.3 of the Declaration is amended to add the following clause at the end thereof:

. . . . for purposes of maintaining, repairing and replacing the Common Areas, the entrances of the Common Areas, the signs in the Common Areas and all other portions of the Common Areas, including, without limitation, any and all snow removal performed on the Common Areas.

11. **Amendments.** A new Section 12.3 is added to the Declaration to provide as follows:

12.3 **Amendments to Declaration.** At any time, and from time to time, prior to the conveyance of the first Building Lot, the Developer may unilaterally amend this Declaration. Thereafter, the Declaration may be amended only with the affirmative consent of not less than 75% of the Owners of the Building Lots. Each Owner may grant such consent in writing directly to the Developer or any officer of the Owners’ Association, if any, without the need for each Owner’s written consent to an amendment to be signed in the presence of two witnesses and a notary public or to be recorded with the Amendment. Upon receipt of such written consents, the Developer and/or
the officer of the Owners' Association may then sign the amendment to the Declaration and record that amendment with the Lucas County Recorder. No amendment to this Declaration may remove, revoke or modify any right or privilege of the Developer without the Developer's prior written consent.

12. Ratification. Any and all terms or provisions of the Declaration not amended by this Second Amendment are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer, Perry Farms, Inc., has caused this Second Amendment to be signed by its duly authorized officer on the day and year first above written.

Signed, Acknowledged and Delivered in the Presence of:

[Signature]
[S. Reinholt]
STATE OF OHIO )
COUNTY OF LUCAS ) ss:

The foregoing instrument was acknowledged before me this day of __________, 1997 by [Signature] as President of Perry Farms, Inc., an Ohio corporation, on behalf of the corporation, as Developer.

CONNIE BACHMAN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: Nov. 26, 2000

This Instrument Prepared By:
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RECORDER, LUCAS COUNTY, OHIO
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