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 RESTRICTIONS

THIS DECLARATION is made and entered into this 9th day of October, 1996 by the Medical College of Ohio, a college of medicine created and existing by virtue of Chapter 3350 of the Ohio Revised Code, with an address at 3000 Arlington Avenue, Toledo, Lucas County, Ohio, and witnesses that

WHEREAS, the Medical College of Ohio ("MCO") holds title in fee simple to the property described in Exhibit A attached hereto and made a part hereof ("Property"), and

WHEREAS, MCO desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of the Property, certain rights in and restrictions upon the manner of use, improvement and enjoyment of the Property in order to ensure the stability of land values and to protect future owners and occupants from variances not in keeping with their use, improvement and enjoyment of the Property, and

WHEREAS, the Board of Trustees of MCO has adopted a resolution determining that it is in the best interest of MCO to adopt this Declaration of Restrictions and has authorized this Declaration of Restrictions to be duly recorded in the office of the Lucas County Recorder.

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners and occupants of the Property and the enhancements in value of the Property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter be, the owner of any interest in and to the Property, for itself, its successors and assigns, does hereby declare and stipulate that the Property, and every part thereof hereafter sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land:

SECTION I
USE OF LAND

Except as hereinafter provided, the Property shall be used solely and exclusively for the purpose of operating commercial facilities and support services for biomedical, scientific or technological research, production or development, and related professional services, and for no other purpose whatsoever.

SECTION II
ARCHITECTURAL CONTROL AND PLAN APPROVAL

No building, structure, fence, hedge, wall, grading or other improvement of any character shall be commenced, erected, placed or maintained, nor shall any alteration, addition
or change be made on the Property or any part thereof or to the structures located on the Property or any part thereof, without the prior written approval of the plans and specifications thereto by the Design Committee described in Section V herein.

The Design Committee shall approve or reject plans and specifications within sixty (60) days from the date upon which they are properly submitted. In the event the Design Committee fails to approve or reject properly submitted plans and specifications, in writing, within said sixty (60) day period, the plans and specifications shall be deemed approved.

The Design Committee's approval or rejection of plans and specifications shall be based upon the development criteria ("Development Criteria") established by the Design Committee, as modified or amended from time to time. The Design Committee shall exercise its power in a reasonable manner and in good faith.

The scope of the Design Committee's review shall be broad. In making its review of any proposed plans and specifications, the Design Committee shall, at a minimum, consider each of the following items:

A. Standards and guidelines for the design of structures, including:

1. Placement of main, accessory and other structures;
2. Building heights, areas and volume;
3. External building materials and finishes;
4. Entries and windows;
5. Loading and unloading areas;
6. Outside storage;
7. Quality of construction;
8. Cost of construction;
9. Design and aesthetics;
10. Color;
11. Ground elevations;
12. Building exhausts;
13. Visibility of improvements from within the area and from roads and properties adjacent thereto.

B. Nature and character of land uses, including:

1. Specific land use areas and areas in which some range in uses are to be permitted;
2. Functional character of each use area;

C. Standards and guidelines for open space and public and private ways, including:
   1. Set back requirements;
   2. Front, rear and side yard requirements;
   3. Open space;
   4. Landscaping;
   5. Topography;
   6. Tree lines and placement;
   7. Other vegetation elements and focuses;
   8. Locations for screening, mounding and landscaping;
   9. Types and designs of screening, mounding and fencing;
   10. Placement and design of signage and lighting;
   11. View easements;
   12. Size and location of parking areas and driveways;
   13. Means of ingress and egress;
   14. Site plans.

D. Lighting and sign standards and guidelines, including:
   1. Placement, dimensions, number, illumination, content and style standards of signs;
   2. Street, drive, parking, security, structural and scenic lighting standards.

E. Fencing and screening standards and guidelines, including:
   1. Placement, dimensions and style of fencing;
   2. Placement, dimensions and materials for planting and mounded view screens.

F. Performance standards to set maximum limits, as measured from exterior lot lines for, among other things:
   1. Noise levels;
   2. Smoke and emission levels;
   3. Dust levels.
4. Odors.

G. Standards for harmony, including:

1. Conformity and harmony of exterior design and construction quality with existing standards of the Property and adjacent properties;

2. Use and suitability of proposed buildings and structures and of the materials of which they are to be constructed to the site upon which they are proposed to be built;

3. Effect of proposed improvement on adjacent and neighboring properties;

4. Effect of proposed building or structure on outlook from adjacent and neighboring properties.

The Design Committee shall furnish owners and prospective owners with the Development Criteria, as amended and modified from time to time, which will be considered in approving or disapproving any plan or specification for the erection of improvements on all or any part of the Property.

SECTION III
VIOLATIONS AND ENFORCEMENT
OF COVENANTS AND RESTRICTIONS

Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, and the jurisdiction, rights and powers of the Design Committee, created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby created, granted, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and each and every part thereof and bind each and every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

The violation of any restriction or condition, or the breach of any covenant or provision herein contained, shall give the Design Committee the right to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove any structure, object or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and the Design Committee shall not, by reason thereof, be deemed guilty in any manner of trespass for such entry, abatement, or removal; and the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or
in equity, by the Design Committee, its successors, designees or assigns.

The failure of the Design Committee or its successors, designees or assigns to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants or conditions contained herein shall in no event be construed, taken or held to be a waiver or acquiescence in or consent to any violation thereof, and the Design Committee, its successors, designees and assigns, shall at any time and at all times have the right to enforce the same.

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

SECTION IV
SUBORDINATION

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Property, and none of the 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.

If any portion of the Property is acquired in lieu of foreclosure or sold under foreclosure of any mortgage or under any judicial sale, any subsequent owner, its successors and assigns, shall hold any and all property so acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

SECTION V
DESIGN COMMITTEE

The Design Committee referred to above shall consist of not less than three members appointed by the Board of Trustees of MCO from time to time, and shall include at least one person who is, or who employs, a licensed architect and at least one person who is, or who employs, a landscape architect. The address of the Design Committee shall be the address of MCO, Attention: Associate Vice President for Governmental Affairs and Community Services.

The members of the Design Committee shall serve without compensation. The Design Committee shall act upon the written concurrence of a majority of its members.
SECTION VI
AMENDMENTS

This Declaration of Restrictions may be amended or modified from time to time, or revoked in its entirety at any time, by a subsequent resolution duly adopted by the Board of Trustees of MCO and recorded in the office of the Lucas County Recorder.

IN WITNESS WHEREOF, the Medical College of Ohio has caused this Declaration to be signed on the day and year first above written.

Signed in the presence of:

[Signature]

STATE OF OHIO
)
COUNTY OF LUCAS
)

Before me, a Notary Public in and for said county and state, personally appeared

Frank S. McCullough, M.D.
Acting President

who acknowledged that he is the Acting President of the Medical College of Ohio, a college of medicine created and existing under Chapter 3350 of the Ohio Revised Code, and that he being thereunto duly authorized did sign the foregoing instrument on behalf of the Medical College of Ohio and that the same was his and its free and voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Lucas County, Ohio this 9th day of October, 1996.

Notary Public

William McMillen

Prior Instrument Reference: 86-0381-A02 and 93-0540-A02

This Instrument Prepared By:
Gabrielle Davis
Watkins, Bates & Carey
1900 National City Bank Building
405 Madison Avenue
Toledo, Ohio 43604-1207
EXHIBIT A TO
DECLARATION OF RESTRICTIONS
DATED OCTOBER 9, 1996

Lot Numbers 1, 2, 3, 4, 5, 6, 7A, 7B and 8 in The Northwest Ohio Advanced Technology Park Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, same being recorded in Volume 138 of Plats, page 4.