PORT SYLVANIA
PLAT FIVE

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PORT SYLVANIA PLAT FIVE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ("Declaration") is made and adopted as of the 29th
day of March, 1994 by THE CARL E. KERRING COMPANY, an Ohio
corporation, and RENWICK N. MILLER (collectively, "Developer").

WHEREAS, Developer is the owner in fee simple of the real
property described on Exhibit A attached hereto and incorporated
herein ("Premises").

WHEREAS, Developer and other parties have executed and
filed a plat ("Plat") for the subdivision of the Premises and
the Plat has been recorded at Volume 133, Page 41 of the Lucas County, Ohio Record of Plats.

WHEREAS, Developer desires to establish a general plan
for the development, use and maintenance of the Premises as a
first-class, high quality office and commercial complex known as
Port Sylvania Plat Five, and to establish restrictions upon the
manner of use, improvement and enjoyment of the Premises which will
make the Premises attractive for its intended purposes and will
protect present and future owners of land within the Premises in
their enjoyment and use of the Premises for said intended purposes.

WHEREAS, the term "lot" as used in this Declaration shall
be construed to mean any legally separate and distinct parcel of
real estate within the Premises.

WHEREAS, the term "development site" as used in this
Declaration shall be construed to mean any lot, lots or portion
thereof, not included within the common areas, and intended or
utilized for improvement and development as the site of a single
building or structure and any accessory structures.

WHEREAS, the term "common area(s)" as used in this
Declaration shall be construed to mean those areas of the Premises
not included within any development sites, intended for the common
and nonexclusive use, enjoyment and benefit of all present and
future owners of lots within the Premises, and including landscape
materials, plantings and signage within any public right-of-way at
or adjacent to any entrance/exit to or from the Premises, and
drives, parking areas, open space or common areas designated on
the Plat or any future plat of the Premises or any portion thereof.

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

ARTICLE I

Use of Land; Location of Buildings and Improvements

1.1 Use Restrictions. The Premises shall be developed, improved, maintained and used as a first-class, high quality office and commercial complex, known as Port Sylvania Plat Five. In particular, no building shall be erected and no portion of the Premises shall be used for any use or purpose other than the following uses and purposes, to the extent permitted under the provisions of all applicable zoning, building and other governmental ordinances, codes and regulations, as amended from time to time ("Codes"): (a) accessory uses, (b) essential services, (c) offices, (d) professional activities, (e) laboratories, (f) public service facilities, (g) medical clinics, (h) research and testing facilities, and (i) other uses as may be approved from time to time by the Architectural Control Committee under Article II of this Declaration. To the extent that any of the foregoing uses are defined in the Codes, the uses shall have the same meaning as in the Codes. The uses shall otherwise be defined and interpreted by their common usage and meaning.

Regardless of compliance with the Codes, no part of the Premises shall be used for any of the following purposes or uses: (a) any unlawful or illegal purpose; (b) the operation of business whose primary purpose is the sale or rental of books, periodicals, films, videotapes or other materials that are obscene or pornographic; (c) for any use that is a public or private nuisance; (d) for any use that produces noises or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness; (e) for any use that produces obnoxious odors; (f) for any use that produces dust, dirt, fly ash in substantial quantities; (g) for any use that produces uncontrolled fires, explosions or other damaging or dangerous hazards, including the storage, display or sale of explosives or fireworks; (h) for any use as a mobile home or trailer court, labor camp, junkyard, or stockyard; (i) for the keeping or raising of animals; (j) for the dumping, disposal, incineration or reduction of garbage; or (k) for
the use or operation of a retail or wholesale grocery, supermarket or drugstores.

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 Premises. 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 development site 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 Premises shall be underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Premises.

1.5 Signs or Advertising. No billboards, advertising signs or other signs and displays except for a sign identifying the name, business and product of the firm occupying a particular development site and of a size, shape, color and illumination meeting the requirements of this paragraph 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 Premises. 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 Premises.

1.6 Loading Docks. All loading docks 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 development site.

1.7 Trash Burners. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be permitted on or at the Premises without the prior approval of the Architectural Control Committee established pursuant to Article II hereof.
1.8 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Premises except during and in connection with the construction or rehabilitation of improvements at the Premises, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.9 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.

1.10 Emissions. No portion of the Premises 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 Premises.

1.11 General Maintenance. Notwithstanding any other provisions of this Declaration, all of the lots within the Premises shall be maintained in a first-class, high quality manner, consistent with the standard for the Premises as set forth in the recitals, in paragraph 1.1 hereof, and in Article II hereof.

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ARTICLE II

Approval of Plans

2.1 Architectural Control Committee, Submission of Plans. Two (2) sets of the plans and specifications for all buildings, structures and other improvements (including but not limited to signs, fences, walls, driveways, hedges, advertising displays and other enclosures) to be constructed or rehabilitated at or within the Premises shall be submitted for examination to the 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 shall be constructed or placed upon any development site and before any material addition, change or alteration may be made to any building or other structure then situated on a building site. The submitted plans and specifications shall be prepared by a competent architect or draftsman, and 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 development site, including, where applicable, an
underground sprinkler system; (c) the grading plan for the development site; and (d) the finished grade elevation thereof. The number of sets of such plans and specifications to be furnished to the Architectural Control Committee shall be not less than the number of members of the Architectural Control Committee from time to time. The Architectural Control Committee shall approve, reject or approve with modifications all such plans and specifications within sixty (60) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of Developer and a representative of each development site owner. However, Developer expressly reserves to itself and to its successors and assigns the right and privilege of assigning or relinquishing its rights and duties as a member of the Architectural Control Committee from time to time and for such periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by Developer or by its successors and assigns, is filed for record with the Lucas County, Ohio Recorder. Each member of the Architectural Control Committee shall serve without compensation and shall be entitled to one vote. A majority of the members shall constitute a quorum, and the majority vote of the members present in a duly called and noticed meeting shall constitute the action of the Architectural Control Committee.

2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of the Premises 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, complement one another and promote the harmony and desirability of the Premises 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 development site 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 development sites and in relation to the general plan for the development of the Premises, its architectural merits, the effect of the proposed improvement on the outlook from adjacent or neighboring development sites, the extent to which its location, configuration and
landscaping preserve the natural attributes (including any trees thereon) of the development site, adequacy of parking facilities, and such other matters as may be deemed to be in the interest and to the benefit of the owners of development sites in the premises as a whole.

2.4 Establishment of Grades. The Architectural Control Committee shall have the right to establish grades, slopes and swales on all development sites 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 Premises.

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 one hundred eighty (180) days following the date of occupancy of any building, structure or addition.

2.6 Parking. Employee, customer, owner or tenant parking shall not be permitted on dedicated streets within the Premises. It shall be the responsibility of development site owners to provide such parking facilities in accordance with the Codes. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete) and shall be properly maintained at all times by development site owners.

2.7 Construction in 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 subsequent to receiving such approval, there shall be any 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 variance shall be deemed a violation of this Declaration.

2.8 Waiver of Restrictions. Each lot owner, by acceptance of a deed to a lot at the Premises, 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.

2.9 Architectural Control Committee not Liable for Determinations. Although the Architectural Control Committee is granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, Developer 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 Premises, release and forever discharges 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 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 and interpretation.

ARTICLE III

The Association

3.1 Membership and Powers. There is hereby created by Developer, who owns all of the lots comprising the Premises at the present time, the Port Sylvania Plat Five Owners Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the development sites within the Premises. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio nonprofit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the development sites within the Premises. In addition, Developer or any other owner of all or a portion of the common areas shall have the right, at any time, to convey fee simple title to all or any portion of the common areas to the Association, and in such instance, the Association shall be required to accept delivery of a quitclaim deed for such purpose; provided, however, that the Association shall not be required to accept title to any common areas until such time as fifty percent (50%) or more of the lots within the Premises are owned of record by persons or entities other than Developer.

3.2 Association Powers and Rights. The Association shall have the following powers and rights:

(a) to enforce all provisions hereof within the Premises and all regulations which the Association may promulgate with respect to any and all of the common areas;
(b) to 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, repair, remove and replace any and all signs and other facilities within the common areas;

(g) to provide lighting, sweeping, cleaning, trash pickup, grass cutting, landscaping installation, maintenance and removal and other similar services within the common areas;

(h) to contract for the management and maintenance of any of the common areas;

(i) to take such other actions as may be reasonably necessary to carry out the powers and rights set forth in this paragraph 3.2;

(j) to pay all real estate taxes and installments of assessments with respect to the common areas;

(k) to pay all expenses associated with electrical, water, sewers, fuel or other utility services to the common areas; and

(l) to maintain all necessary fire, property and public liability insurance with respect to the common areas.

3.3 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the common areas for all purposes incident to the use and occupancy of its development site and shall have a nonexclusive easement together with the other owners of development sites to the use and enjoyment of the common areas. All members of the Association shall use the common areas in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective tenants, visitors, guests, invitees and licensees.
3.4 Voting Rights. Each member of the Association shall have one vote for each development site owned by the member; provided, however, that until such time as fifty percent (50%) or more of the lots within the Premises are owned of record by persons or entities other than Developer, Developer’s percentage of voting power in the Association shall be deemed to be not less than fifty-one percent (51%).

When more than one person holds an ownership interest in any development site within the Premises, all persons holding such ownership interest shall be members of the Association and in such event the vote for such development site shall be exercised as said owners among themselves determine, but in no event shall the voting rights attached to such development site be greater than the rights as determined under this paragraph 3.4. Where a vote is cast by one of two or more owners of any development site, the Association shall not be obligated to look to the authority of the member casting the vote.

ARTICLE IV

Association Assessments

4.1 Collection and Liens. Each development site within the Premises shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The amount of such assessment shall be based upon each development site’s pro rata share of the Association’s operating budget, based on the square footage of development site(s) owned by each of the members as a percentage of the total square footage of development sites within the Premises.

The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of May of each calendar year for such year. The Association shall have a perpetual lien upon the development sites within the Premises to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each development site at the time when the assessment falls due. Annual assessments shall be prorated between the owners of parts of development sites in accordance with the proportion which the area of each part of a development site to which each owner holds legal title bears to the total area of the development site against which the annual assessment is made. In the event any annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due (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 the annual assessments by nonuse of the common areas or by abandonment of a development site. The sale or transfer of any development site shall not affect the assessment lien or relieve any development site from liability for any assessments thereafter becoming due or from the lien thereof.

4.2 Application of Assessments. Consistent with the powers and rights of the Association under paragraph 3.2 hereof, the annual assessments of the Association 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, traffic islands, buffer lots, and improvements which comprise the common areas, 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 areas;

(b) proportionate sharing of costs, with the owners of platted lots in other existing and future plats of the Port Sylvania development, for maintenance of a drainage detention facility ("Water Detention Facility") located on real property in Sylvania Township, Lucas County, Ohio known as Lot B in Port Sylvania Plat Two, and the outfall storm sewer ("Storm Sewer") to Central Avenue located on real property in Sylvania Township, Lucas County, Ohio and known as Lot 2 in Port Sylvania Plat One, as required by the Plat and as reasonably determined by the Association in cooperation with lot owners of other plats in the Port Sylvania development;

(c) all taxes, assessments, fees and other charges that may be levied or assessed by the Lucas County, Ohio Board of County Commissioners or any other governmental body against the common areas;

(d) reasonable costs and expenses of collecting assessments provided for under this Article IV, maintaining and managing the Association, obtaining and providing necessary insurance coverages, establishing and maintaining a contingency reserve for common area maintenance and improvements, and any and all other costs and expenses which the Association may determine from time to time to be for the general benefit and in the best interest of the owners of lots within the Premises; and
(e) all other costs and expenses reasonably related to the carrying out by the Association of its powers, rights and duties.

The annual assessments of the Association may be increased, decreased or adjusted from year to year by the Association as the interests of the development site owners may, in its judgment, require.

The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any development site owner and after payment of a reasonable charge therefor any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's development site, 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 Utility Rights-of-Way. Developer reserves and grants to the Association easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electrical, telephone and telegraph wires and conduits, 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 Association for the service of the Premises. Said reserved easements and rights-of-way shall be on, over or under (a) the common areas, (b) those unimproved portions of the development sites adjacent and contiguous to the common areas or to all dedicated public roadways (now existing or hereafter established) abutting the lots within the Premises, and (c) those portions or areas of the development sites designated as "ditch," "utility," "access," "sidewalk," "planting strip," "drive" or with words of similar import on the Plat or on any future plats of the Premises or any portion thereof. Developer also reserves and grants to the Association the right to assign the use of any or all of said easements and rights-of-way on an exclusive or nonexclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Upon request of the Association, the owner (or lessee) of any lot shall join in and execute any document assigning such easement rights. The Association and its personal representatives, successors and assigns shall have the right to go upon such easement areas from
time to time to install, maintain and remove such equipment, improvements and facilities.

ARTICLE VI

Public Drainage Assessments; Site Plans

6.1 Public Drainage Assessments. Each lot at the Premises and each lot in existing and future plats of the Port Sylvania development may be subject to drainage maintenance assessments by the Lucas County, Ohio Board of County Commissioners for the Water Retention Facility and the Storm Sewer, which assessments would be included on the real estate tax bills for the lots. Each of the lot owners shall be responsible for the payment of such assessments and for the maintenance of the portion of any water detention facilities or storm sewers located on their respective lots.

6.2 Site Plan Submitted to Planning Commission. In addition to the plans and specifications required to be submitted to the Architectural Control Committee pursuant to Article II hereof, no lot or part thereof at the Premises shall be developed without first submitting a site plan to any governmental board, official or planning commission having jurisdiction for architectural approval and site plan review and approval. Each such site plan shall indicate building location, access, site grading, parking and drainage, and shall include a detailed lighting, sign, fencing and landscaping plan.

ARTICLE VII

Duration and Amendments

7.1 Term. This Declaration shall run with the land and shall be binding upon Developer, all persons claiming under or through Developer, all other parties who acquire title to any lots (or parts thereof) within the Premises, and all other persons claiming ownership, possession or use of the Premises or any portion thereof, until December 31, 2013, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 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 seventy-five percent (75%) of the total square footage of the development sites within the Premises; provided, however, that any amendment of paragraph 6.1 or
paragraph 6.2 of this Declaration shall be further subject to the written approval of the township trustees (or other comparable officials) of Sylvania Township, Lucas County, Ohio. Any amendments referred to in this paragraph 7.2 shall become effective only upon the filing with the Office of the Lucas County, Ohio Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law; provided, however, that in the event of any amendment of paragraph 6.1 or paragraph 6.2 of this Declaration, said instrument filed with the office of the Lucas County, Ohio Recorder shall be further signed by the applicable official of Sylvania Township, Lucas County, Ohio with the formalities required by law.

ARTICLE VIII

Miscellaneous

8.1 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 Premises, 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. If any lot or any portion of the Premises 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 Premises so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

8.2 Violations Unlawful. Any violation or attempt to violate this Declaration or any provision hereof shall be unlawful. Developer, the Architectural Control Committee, the Association or any person or persons owning any lot at the Premises 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 of any violation and/or to recover damages for such violation or attempted violation.

8.3 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 Premises or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.
8.4 Transfers Subject to Declaration. All transfers and conveyances of each and every lot or any part thereof shall be subject to this Declaration.

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

8.6 Developer's Rights Assignable. The rights, privileges and powers granted herein to, and reserved by, Developer shall be assignable and shall inure to the benefit of the successors and assigns of Developer.

8.7 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 development site or common area so created by such subdivision will permit construction thereon or development of any improvement which will be in conformity with the development of the premises contemplated by and as set forth in this Declaration. This paragraph 8.7, however, shall not apply to initial subdivisions and conveyances by Developer or its successors and assigns.

8.8 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.

8.9 Interpretation. In the event of any question of interpretation hereunder, the Association 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.

8.10 Paragraph Headings. The paragraph 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.

8.11 Dissolution of Association. The Association may be dissolved with the written and signed assent of members having not less than eighty percent (80%) of the voting power of all members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the common areas owned in fee by the Association and all facilities and improvements
thereon and all other assets owned by the Association shall be dedicated to Sylvania Township, Lucas County, Ohio, or another appropriate public agency to be used for purposes similar to those for which the Association was created and as contemplated by this Declaration. In the event that such dedication is not accepted and thus cannot be accomplished, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such purposes. The articles and code of regulations of any nonprofit corporation formed and operating as the Association, pursuant to paragraph 3.1 hereof, shall be consistent with this paragraph 9.11.

IN WITNESS WHEREOF, Developer, acting by and through its duly authorized representatives, has caused this Declaration to be executed.

Signed and acknowledged in the presence of:

[Signature]

Shuri B. Martin

Signed and acknowledged in the presence of:

[Signature]

Renwick N. Miller

Beverly E. Miller, Spouse of Renwick N. Miller, for release of dower purposes
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 29th day of March, 1994, by Robert C. Mehring, the Vice President of The Carl E. Mehring Company, an Ohio corporation, on behalf of the corporation.

Sherri B. Martens
Notary Public

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF MARCH, 1994, BY RENWICK N. MILLER AND BEVERLY E. MILLER, HUSBAND AND WIFE.

Sherri B. Martens
Notary Public

This Instrument prepared by:

Charles W. Miller, Esquire
Shumaker, Loop & Kendrick
North Courthouse Square
1000 Jackson
Toledo, Ohio 43624-1573
EXHIBIT A

Lots numbered twelve (12) through seventeen (17) inclusive, and Buffer Lot A in PORT SYLVANIA PLAT FIVE, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume 133 of Plats, page 40.

RECEIVED & RECORDED

MAR 29 1994
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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LOUISVILLE BOX