THE ANDERSONS
COMMERCIAL
PLAT 1

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DECLARATION OF RESTRICTIONS

This Declaration, made and entered into by The Andersons, an Ohio limited partnership, P.O. Box 119, Maumee, Ohio 43537, this 5 day of October, 1985.

WITNESSETH:

WHEREAS, The Andersons holds title in fee simple to the property described in attached Exhibit A (hereinafter referred to as the "subject property");

WHEREAS, The Andersons desires to establish for its own benefit and for the benefit of all future owners and occupants of all or any part of the subject property certain rights in and restrictions upon the manner of use, improvement and enjoyment of said subject property in order to insure the stability of land values and to protect future owners and occupants from variations not in keeping with their use, improvement and enjoyment;

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of said lots and the enhancement in value of said 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 subject property, or any part thereof, The Andersons, the owner, for itself, its successors and assigns, does hereby declare and stipulate that the subject 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, to-wit:

SECTION I. 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 subject property or any part thereof or to the structures located on said subject property or part thereof, without the prior approval in writing of the plans and specifications therefor by the Architectural Control Committee described in Section IV herein. (Said Architectural Control Committee shall hereinafter be referred to as the "Committee.")

The Committee's approval or rejection of plans and specifications shall be based upon a general plan or scheme of development for the subject property. The Committee shall exercise its power in a reasonable manner and in good faith.

The scope of the Committee's inquiry shall be broad. In making its review of any proposed plans and specifications, the Committee will consider at least all of the following items:

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02 HIO. REV. CODE NO. I.

FILED ON - 6-8-85

BILL COWELL, RECORDE, BY

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

1. placement
2. building heights, area and volume
3. all exterior materials
4. entries and windows
5. loading and unloading areas
6. outside storage and sales
7. type of main, accessory and other structures
8. number of structures
9. cost of structures
10. design
11. colors
12. finished ground elevation
13. building exhausts
14. visibility of improvements from within the area and from roads and properties adjacent thereto

B. Nature and character of land uses:

1. specific land use areas and areas in which some range in uses are to be permitted
2. the functional character of each use area
3. building height, volume and placement standards for each functional use

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 and mounding
9. type and design of screening and fencing
10. sign and lighting placement
11. view easements
12. size and location of parking spaces
13. driveways
14. means of ingress and egress
15. site plans

D. Lighting and sign standards and guidelines:

1. placement, height, number, illumination, content and style standards and guidelines for signs
2. street, drive, parking, security, structural and scenic lighting standards and guides

E. Fencing and screening standards and guides:

1. guidelines and standards for the use and location of fencing
2. heights and materials for planting and mounded view screens
F. Performance standards to set the maximum limits, as measured at exterior lot lines, for:

1. noise levels
2. smoke
3. dust
4. odors

G. Standards for harmony:

1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
2. the use and suitability of the proposed building or structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same;
3. the effect of the proposed improvement on adjacent and neighboring properties;
4. the effect of the building or structure, as planned, on the outlook from the adjacent neighboring property.

The Committee will furnish owners or prospective owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any plan for the erection of improvements on all or any part of the subject property. This detailed information will be in the form of written guidelines or personal consultations, or both.

SECTION II. VIOLATIONS AND ENFORCEMENT OF COVENANTS

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 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 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 Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal; or, the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by the Committee, its successors or assigns.

A failure of the Committee, its successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and 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 Committee, its successors 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 III. 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 executed, encumbering any of the real property herein described, 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 portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser of such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

SECTION IV. ARCHITECTURAL CONTROL COMMITTEE

The Committee referred to above shall consist of two members appointed as follows: one by The Andersons, an Ohio limited partnership, P.O. Box 119, Maumee, Ohio 43537; one by Four Development Co., an Ohio limited partnership, One Sunforest Court, 3950 Sunforest Court, Toledo, Ohio 43623 and said Committee members shall appoint a third member. The address of the Committee shall be the address of The Andersons, Attention: Mr. Dallas Paul.

Both The Andersons and Four Development Co. shall deliver to each other a written designation of one or more individuals to serve, consecutively, as its representative on such Committee during any period of absence or disability of its representative or in the event of the resignation or death of its representative. Said written designation may be amended by the appointing party at any time and a party may also effect the removal of its representative and the appointment of a successor effective upon delivery to the other party. The third member of the Committee shall deliver to both parties the written designation of one or more individuals to serve, consecutively, as the third member in the event of the absence, disability, resignation or death of such third member. The representatives of The Andersons and Four Development Co., from time to time, may remove the third member and appoint a successor third member only if they concurrently agree upon a successor as such third representative, and such third member may designate alternates.

Should there be a vacancy for the third member of the Architectural Control Committee which is not filled pursuant to the foregoing provisions, it shall be filled by The Andersons and Four Development Co. as they may agree, but if they are unable to agree within a period of thirty days from the date when such vacancy occurs, a successor third representative shall, unless they otherwise agree, be appointed by arbitration proceedings in accordance with the rules of the American Arbitration Association then in effect relating to the construction industry.
The representatives of The Andersons and Four Development Co. shall serve on the Committee without compensation, but the third member shall be paid reasonable compensation which shall be shared equally by The Andersons and Four Development Co.

The Committee shall act upon the written concurrence of a majority of its members.

SECTION V. RIGHT TO ASSIGN OR MODIFY

In the event of the incapacity or other inability or unwillingness of Four Development Co., The Andersons and/or the third Committee member to appoint a member of the Committee, the remaining members or member of the Committee shall have the right to designate the additional member or members thereof or to assign the rights, privileges and powers herein granted to the Committee, to any person, partnership, firm, association or corporation that they, it or he deem(s) appropriate.

This Declaration of Restrictions may be modified or revoked by a writing executed by The Andersons and Four Development Co.

IN WITNESS WHEREOF, The Andersons has caused this Declaration to be signed on the day and year first above written.

Signed in the presence of:

The Andersons

[Signatures]

A General Partner

STATE OF OHIO )
COUNTY OF LUCAS ) ss:

Before me, a Notary Public, in and for said county and state, personally appeared  [Signature], who acknowledged that he is a General Partner of The Andersons, an Ohio limited partnership, and that he being thereunto duly authorized did sign the foregoing instrument on behalf of the partnership and that the same is his and its free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Maumee, Ohio, this 2 day of October, 1985.

[Notary Public Signature]

Eleanor J. Hall
Notary Public
Attorney at Law Notary Public
My commission has no expiration date

This Instrument Prepared By:

Beverly J. McBride
Attorney at Law
1200 Dussel Drive
Maumee, Ohio 43537
(419) 893-5050
A parcel of land being part of the East half ($\frac{1}{2}$) of the Northeast quarter ($\frac{1}{4}$) of Section 13, Town nine (9) South, Range six (6) East, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of a line drawn fifty and zero hundredths (50.00) feet westerly of and parallel with the centerline of Talmadge Road with the northerly Plat Line of "The Andersons Commercial Plat 1", as recorded in Volume 102, Page 80, Lucas County Plat Records; thence in a northerly direction along said line drawn fifty and zero hundredths (50.00) feet westerly of and parallel with the centerline of Talmadge Road, having an assumed bearing of North zero (00) degrees, zero (00) minutes, fifteen (15) seconds West, a distance of forty-nine and forty-eight hundredths (49.48) feet to the intersection of a line drawn forty-nine and forty-eight hundredths (49.48) feet northerly of and parallel with said northerly Plat Line of "The Andersons Commercial Plat 1", said line also being the northerly line of the Drainage Easement for Tiffert Ditch, said point of intersection being the True Point Of Beginning; thence South eighty-nine (89) degrees, fifty-nine (59) minutes, forty-five (45) seconds West along said line drawn forty-nine and forty-eight hundredths (49.48) feet northerly of and parallel with the northerly Plat Line of the "The Andersons Commercial Plat 1", a distance of six hundred ninety-two and ten hundredths (692.10) feet to the intersection of the easterly line of "Fairfield Estates" as described in Volume 54, Pages 13 and 14, Lucas County Plat Records; thence North zero (00) degrees, twenty-two (22) minutes, fifty (50) seconds West along said easterly line of "Fairfield Estates", a distance of seven hundred sixty-seven and ninety-eight hundredths (767.98) feet to the intersection of a line drawn fifty and zero hundredths (50.00) feet southerly of and parallel with the centerline of Laskey Road, said point of intersection being a point on a curve; thence in an easterly direction along an arc of curve to the left along said line drawn fifty and zero hundredths (50.00) feet southerly of and parallel with the centerline of Laskey Road, an arc distance of four hundred forty-eight and fifty-nine hundredths (448.59) feet to a point of tangency, said arc of curve to the left having a radius of five thousand seven hundred seventy-seven and thirty-one hundredths (5,777.31) feet, a central angle of four (04) degrees, twenty-six (26) minutes, fifty-six (56) seconds, a tangent length of two hundred twenty-four and forty-one hundredths (224.41) feet, a chord length of four hundred forty-eight and forty-eight hundredths (448.48) feet and a chord bearing of South eighty-eight (88) degrees, thirty-four (34) minutes and thirty-two (32) seconds East; thence North eighty-nine (89) degrees, twelve (12) minutes, zero (00) seconds East along said line drawn fifty and zero hundredths (50.00) feet southerly of and parallel with the centerline of Laskey Road, a distance of two hundred forty-eight and eighty-three (248.83) feet to the intersection of said line.
drawn fifty and zero hundredths (50.00) feet westerly of and parallel with the centerline of Talmadge Road; thence South zero (00) degrees, zero (00) minutes, fifteen (15) seconds East along said line drawn fifty and zero hundredths (50.00) feet westerly of and parallel with the centerline of Talmadge Road, a distance of seven hundred sixty and twenty-four hundredths (760.24) feet to the True Point of Beginning.

Said parcel of land containing an area of 527,286 square feet, or 12.105 acres of land, more or less.

The above-described parcel of land is subject to any and all leases, easements or restrictions of record.

RECEIVED & RECORDED

OCT 2 1985

BILL COPELAND
RECORDE, LUCAS COUNTY, OHIO

PORT LAWRENCE BOX
Order No. 320805
Escrow No. ye.