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.
DEED OF DECLARATION

THIS DECLARATION, made this 20th day of December, 1975, by TOLEDO'S GREAT SOUTHERN SHOPPING CENTER, INC., an Ohio Corporation, whose principal office is 42 South Fourth Street, Columbus, Ohio (hereinafter called "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of eight certain parcels of land situated in the City of Toledo, Lucas County, Ohio, and more particularly described as follows:

Being Lots numbers one (1) through eight (8), both inclusive in the Replat of Toledo's Great Southern Shopping Center, City of Toledo, Lucas County, Ohio, as said lots are numbered as per plat thereof recorded in Volume 69, page 17, Book of Plats in the Office of the Recorder of Lucas County, Ohio, and are referred to herein collectively as "the Entire Premises"; and

WHEREAS, Declarant has constructed Toledo's Great Southern Shopping Center on said Entire Premises, leaving Lot number three (3) vacant, and now proposes to construct further improvements on said Lot, conforming to a general plan, and desires hereby to create and establish certain easements, restrictions, and obligations, pursuant to such general plan, with respect to such Entire Premises; and

WHEREAS, Lots numbers one (1) through four (4), both inclusive, are designated as "Building Area" upon the plat above described. Lot number eight (8) designated upon said plat as "Private Parking and Access Area" contains parking areas, service drives, walks, and ingress and egress drives which connect such parking areas to and from Glendale Avenue and Byrne Road; and,

WHEREAS, Declarant desires also to establish and create, for the benefit of the owners, now or hereafter, of said Building Areas, certain rights of use, ingress, egress and for roadway, sidewalk and parking use in and over certain portions of the Entire Premises (hereinafter called "Easement Areas") identified and designated as Lot
Number eight (8) on the plat attached hereto as Exhibit "B"; so,

NOW, THEREFORE, Declarant as owner of said Entire Premises, for
itself, its successors and assigns, declares as follows:

1. That no building, structure, or other obstruction, except
approved pylons, shall ever be erected, placed or located upon any
portion of the Entire Premises except within the said Building Areas
as the same are defined above; provided, however, that with respect
to and within the area identified, defined and designated as Lot
Number three (3), no buildings shall be erected that are greater in
area than one-third of the area of such lot; any such building or
buildings shall not be more than one-story in height, and the balance
of the area not so improved with any such building or structure shall
thereupon be designated and set aside for parking purposes, included
within the Easement Areas described herein and subject to all of the
provisions hereof.

2. That Declarant does hereby give, grant and convey to each
and every person, firm or corporation hereafter owning any portion of
said Building Areas a mutual reciprocal and non-exclusive easement,
license, right and privilege of the use, maintenance, repair and re-
placement of all public utility lines, wires, pipes, conduits, sewers
and drainage lines as same may be or may at any time exist in said
Entire Premises and for passage and use, both pedestrian and automotive,
for the purpose of ingress, egress and parking, free of charge, in,
to, upon and over any and all portions of the said Easement Areas, and
the said Easement Areas are hereby perpetually reserved for such pur-
poses.

The easement, license, right and privilege granted hereby shall
be for the benefit of, and restricted solely to, the owners from time
to time of the said Building Areas, but any owner may grant the benefit
of such easement, license, right, or privilege to the tenants of said
owners now or hereafter occupying storerooms in said Building Areas
for the duration of such tenancy, and the customers, and business
invitees of said tenants, but is not intended nor shall it be construed
as creating any rights in or for the benefit of the general public;
provided that any such grant to tenants is and shall be subject to the
right and power of the owners set forth in paragraph 12 hereof.
3. That in consideration of such mutual reciprocal and non-exclusive easement and as a condition precedent to the use and enjoyment thereof, each and every owner hereafter of any part of said Building Areas shall share in all costs and expenses of the maintenance of the Easement Areas, including without limitation, all ground rent, taxes, assessments, repairs, janitorial expenses, public liability insurance, maintenance of lights and light standards, and all other items necessary for the proper upkeep of said Easement Areas. Such costs and expenses shall be prorated among the owners of said Building Areas in the same proportion as the floor area of the Building Areas owned by each owner bears to the aggregate floor area of the Building Areas. All such costs and expenses shall be so adjusted and paid quarterly commencing on the first day of April, 1975, and on the first day of each succeeding calendar quarter thereafter during the term of this Declaration.

4. That the provisions of this Declaration may be administered by an organization consisting of and in form agreed upon by all the owners of said Building Areas and in accordance with duly adopted by-laws in conformity with the provisions hereof.

5. That all rights and obligations created hereby shall be mutual and reciprocal as among all owners of Building Areas, and each shall be liable to all others for contribution of its proportionate share of the expenses in the manner herein set forth. Any or all other owners of the Building Areas (or the organization of such owners) shall have the right to cure any default on the part of any owner, including specifically but without limitation thereof, the right to cure a default in contribution of any delinquent owner by advancing the amount thereof, with the further right of reasonable access for such purposes upon the property of such delinquent owner and with the right to demand and collect reimbursement from any such delinquent owner of the amount so advanced together with interest from date of such advance at the highest legal rate. Any claim herein for contribution or reimbursement and interest shall be respectively a secured right and secured obligation and a lien therefor shall attach to that portion of the entire Premises owned by the defaulting owner, effective upon recording notice thereof in the Office of the Recorder in and for the County where the Entire Premises is located, such lien shall be subordinate to any first Mortgage or Deed of Trust now or hereafter covering any
portion of the Entire Premises, and any purchaser at any foreclosure or trustee's sale (as well as any grantee of deed in lieu of foreclosure or trustee's sale) under any such first Mortgage or first Deed of Trust shall take title free from such then existing lien but otherwise subject to the provisions hereof.

6. That no part of the Easement Areas shall ever be leased or the right to use same granted to any other person, firm or corporation, except to owners of the Building Areas, and to tenants of such owners in said Building Areas during the term of any tenancy, and to the customers and business invitees of said tenants.

7. That in the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Easement Areas so taken shall be payable only to the owner in fee thereof and no claim thereon shall be made by other owners, provided, however, all other owners of Building Areas may file collateral claims with the condemning authority, over and above the value of the land within the Easement Area so taken to the extent of any damage suffered by any such Building Areas resulting from the severance of the appurtenant Easement Area so taken provided, however, that the owner in fee of each portion of the Easement Area so condemned shall promptly repair and restore the remaining portion of the Easement Area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owner of the Building Areas.

8. That the owner or owners now or hereafter of said Building Areas shall not use any portion of said Building Areas or lease same, or permit the use of same, or permit the assignment of or subletting under any lease of same for any business or enterprise which will violate an exclusive business right or other limitation on competition now contained in any lease applicable to part or all of the Building Areas, as the case may be, without the prior written consent of the tenant or tenants, and their assigns and subtenants, under all such leases containing any such exclusive business right or limitation on competition which would be so violated. Each of said owners, upon demand, shall furnish to any other owner extracts of any such clauses contained in any lease of the Building Areas.
For the purpose of notice to each such owner and subsequent owner of Building Areas and first mortgagees of the same, there is attached hereto Schedule "A" in which schedule there are listed all leases by name of Lessee or Tenant and date of the lease which now contain such covenants or restrictions respecting limitation of competition or granting of exclusive business rights and under each such listing a copy or resume of such limitation or exclusive business right appears. Such limitations and exclusive business rights are hereby declared to apply to and to benefit the said respective Lessees and Tenants under said leases and under all extensions and renewals of their said respective leases and to benefit new and future Lessees and Tenants of substantially the same leased or demised premises as in each lease described, which leases to said new and future Lessees may contain the same or similar, as to import and intent, limitation on competition and exclusive business rights as are now applicable to that leased space.

It is further hereby declared that no part of said Building Areas may be leased or rented whereby any limitation on competition or exclusive business right is or shall be granted as a part of said leasing or renting applicable to any space in said Building Areas not now so affected or not now having the right of continued effect as heretofore provided, which shall affect or be and become binding upon all parts of said Building Areas unless the owners and their respective first mortgagees shall consent to the granting of such additional exclusive business right or limitation on competition. However, should the granting of such additional exclusive business right or limitation on competition not be in violation of any such exclusive business right or limitation on competition, such consent will not be unreasonably withheld and shall be evidenced by a duly executed amendment to this declaration, executed, acknowledged, delivered, and recorded as in paragraph 12 hereof provided, wherein Schedule "A" hereto attached shall thereby be enlarged and supplemented by appropriate reference to same.

9. That the easements, restrictions, benefits and obligations hereunder shall create mutual and equitable benefits and servitudes upon the Entire Premises, running with the land thereof, which shall be perpetual. This Declaration shall create privity of contract and/or
estate with and among all grantees of all or any part of the said Entire Premises, their heirs, executors, administrators, successors or assigns. In the event of a breach, or attempted or threatened breach, by any owner hereafter of any part of said Entire Premises, in any of the terms, covenants and conditions hereof, any one or all other owners of said Building Areas (or the organization of such owners) shall be entitled forthwith to full and adequate relief by injunction and/or such other available legal and equitable remedies from the consequences of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of said Building Areas (or the organization of such owners). All costs and expenses of any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the real estate or the interest therein wrongly deeded, leased, assigned, conveyed or contracted for until paid, effective upon recording notice thereof in the office of the recorder in and for the county where the Entire Premises is located, but such lien shall be subordinate to any First Mortgage or Deed of Trust covering any portion of the Entire Premises and any purchaser at any foreclosure or trustee's sale (as well as any grantee of deed in lieu of foreclosure or trustee's sale) under any such First Mortgage or Deed of Trust shall take title free from any such lien but otherwise subject to the provisions hereof. The remedies of any one or all such owners of the Building Areas (or the organization of such owners) specified herein shall be cumulative as to each and as to all other permitted at law or in equity.

10. That any conveyance of all or any part of the Building Areas or in any Assignment of the Landlord's interest in any Lease covering all or any part of such Building Areas, the Grantor of such conveyance or the Assignor of such Assignment shall not reserve and retain the right nor shall such Grantee or Assignee take any action to collect parking rental from any tenant of the Building Areas, except as may be provided in tenant leases covering those portions of the Building Areas then owned by such Grantor or Grantee.

11. That the owners of the Building Areas shall carry and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about the Easement Areas, in amounts to
be agreed upon by all such owners but not less than $100,000/$300,000 for injuries to such persons, and $100,000 for damages to property, the premiums for which shall be paid prorata as aforesaid by each of the said owners and each such policy or policies of insurance shall name all of the owners of such Building Areas as additional assureds thereunder.

12. That the provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part with the consent of all of the owners of said Building Areas and of each and every Mortgagee or Beneficiary under any first Mortgage or first Deed of Trust covering all or any part of Building Areas, by declaration in writing executed and acknowledged by all said owners, approved by all first mortgagees and first beneficiaries, duly recorded in the Recorder's Office, Lucas County, Ohio, but this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part, provided, however, that Declarant hereby, for itself, its successors and assigns, and all future owners of the Entire Premises and any parts thereof, specifically reserves the right to grant or create, except for parking, any easement or right of way for service to or benefit of the Entire Premises which does not adversely affect the easements and rights herein declared to any material extent as determined by the Declarant and mortgagee of the premises over which said easement or right-of-way passes.

13. That each of the owners of any portion of the Entire Premises shall annually, and no later than December 15th of each year, exchange with all other such owners receipts or other evidence proving payment in full of all real property taxes upon the respective portions of the Entire Premises owned by any such owner.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration by its corporate officers, thereunto duly authorized, the day and year first above written.

Signed and acknowledged in the presence of:

TOLEDO'S GREAT SOUTHERN SHOPPING CENTER, INC.

By: Don M. Casto, Jr., President

By: Harold H. Voelker, Secretary
STATE OF OHIO }  
COUNTY OF FRANKLIN }  SS:

On this, the 20th day of December, 1975, before me, the undersigned officer, personally appeared Don M. Casto, Jr., the President, and Harold H. Voelker, the Secretary, of TOLEDO'S GREAT SOUTHERN SHOPPING CENTER, INC., a corporation, and they as such President and Secretary, being authorized to do so, executed the foregoing Deed of Declaration for the uses and purposes therein contained as their voluntary act and deed and that of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Signature)

Notary Public

SUSAN LONG WIGGS, Notary Public
FRANKLIN COUNTY OHIO
MY COMMISSION EXPIRES APRIL 17, 1980

Received for record June 17'' 1976 at 3:28 P.M., and recorded in Volume 3307 of Mortgages, page 193.
SCHEDULE "A"

Prepared for and attached to that certain Deed of Declaration executed by Toledo's Great Southern Shopping Center, Inc., dated December 20, 1975. These exclusive covenants are listed by the date of the lease, name of Tenant, followed by a copy of the covenant.

1. Dated 1/15/73, to Fabric Distributors, Inc., d.b.a. Fabric Circle U.S.A.
   EXCLUSIVE:
   Lessor agrees that it will not lease any other store in the shopping center to any new tenant who will operate a specialty shop that primarily engages in selling at retail fabrics, draperies, materials, knit or yard goods. It is understood that stores in existence and currently operating in this center can carry what they now carry under their lease provisions relating to the above items.
   Lessee understands that certain existing tenants have assignment and sublease privileges over which Lessor has no control and to which this exclusive covenant does not apply.

2. Dated 11/15/60 to Firestone Tire & Rubber Company
   EXCLUSIVE:
   Landlord agrees, during the term of this lease or any extension thereof, not to lease any other space in the Shopping Center to stores or dealers of Goodyear, Goodrich, U.S. or General tire companies.

   Any present or future building on the area indicated as "Proposed Sandy's Drive-In" shall not extend closer to Glendale Avenue than Tenant's building.

3. Dated 1/29/63 to The National Bank of Toledo
   EXCLUSIVE:
   Lessor will not, at any time during the first twenty (20) years of this Lease, lease, assign or hereafter grant permission for any part of the Shopping Center to be used or occupied by a commercial bank or trust company other than Lessee.
4. Dated 9/26/60 to Seaway Foodtown, Inc.

EXCLUSIVE:
The Lessor will not lease to more than two (2) super market food stores to be located in Lessor's entire Great Southern Development, the first to be the Lessee herein, the second to be at the location designated on the plot plan.


EXCLUSIVE:
27. Lessor covenants that it will not lease premises to any other tenant within the area containing approximately 38 acres designated as the shopping center as shown on the plot plan or within 2,000 feet of said premises for a business which is principally a drive-in self-service sandwich operation, such as operated by Sandy's or McDonalds. This restriction shall not prohibit the Lessor from leasing to a restaurant of conventional type such as Howard Johnsons or Stauffers or any other similar restaurant operation.

6. Dated 1/24/72 to Household Finance Corporation of Toledo.

EXCLUSIVE:
2. The lessor covenants and agrees that it will not lease other space in the approximately 38 acre development as shown on the plot plan for a small loan operation such as conducted by the Lessee. This restriction shall not be considered as a prohibition against Banks or Savings and Loan operations.


EXCLUSIVE:
It is mutually understood and agreed that so long as there is no default on the part of the Lessee under this lease the Lessor will not lease any other space in the shopping center as shown on the plot plan for a general jewelry store specialty operation. This restriction shall not prohibit other tenants from handling jewelry as an incidental to their regular business operation.
8. Dated 6/27/61 to The Kroger Company

EXCLUSIVE: Section 26

During the term of this lease, neither Landlord, its successors, assigns, representatives, nor heirs will lease, rent, occupy, or permit to be occupied, any premises owned or controlled by Landlord which are within 2,500 feet of the herein let premises for the purpose of conducting therein a supermarket such as that of the Tenant. Neither will Landlord sell any such premises without imposing thereon a restriction to secure compliance herewith. This covenant shall run with the land. Landlord acknowledges that in the event of breach hereof Tenant's remedies at law would be inadequate and therefore in such event Tenant shall be entitled to cancel this lease or to full and adequate relief by injunction, or otherwise, at Tenant's option. Any covenant in this paragraph 26 to the contrary notwithstanding, Landlord and Tenant agree that Landlord's construction and leasing of one other food supermarket building for a tenant such as Food Town will not be in violation with the provisions of this paragraph 26. Landlord agrees that aforesaid Food Town storeroom will be constructed so as to contain initially 20,400 square feet, having frontage of 120', and depth of 170', as shown on attached plot plan, and that any expansion thereof shall be within an area 120' x 60' as outlined in brown and identified as Reserve for Future Food Town Building on plot plan attached to this lease as Exhibit "A".

Section 26 (b)

Landlord may lease space for one each of specialty meat, produce, dairy, or bakery shops; however, such shops shall be limited to 3000 square feet in gross area and shall not be contiguous to each other.


EXCLUSIVE:

Lessor Covenants and agrees that during the full term of this lease, or any extension thereof, while Lessee is not in default hereunder, it will not lease any store space or any of the land shown on the print attached hereto, to any drug store or prescription pharmacy other than
to Lessee or allow any tenant, except for J. C. Penney Company, Woolworth's or Kroger's, to operate a prescription department in the shopping center. It is acknowledged that Lessor has no control over the J. C. Penney Company, Woolworth's or Kroger's, but that it will exert its best efforts to prevent such companies from operating a prescription department.

10. Dated 4/26/61 to Nabil Shoe Company

EXCLUSIVE:
It is mutually understood by and between the parties hereto that with respect to the shopping center as indicated on the plot plan, that there shall be a limitation of three shoe stores. This limitation shall not prohibit other stores in the development from selling shoes as an item incidental to their regular business.

The Landlord covenants that in the development of said shopping center it will not enter into the first lease, applying to any floor space in said shopping center, at any time while Tenant is in possession of the leased premises, open and conducting its business therein, to any soft goods store unit having a greater frontage than one hundred fifty (150) feet. This does not exclude the first leased of any such space to stores handling both soft and hard lines or a general department store.

Lessor agrees that such additional improvements will not be leased to tenants who are operating a place of business for the purpose of selling pizza pies.

13. Dated 9/22/72 to Albert J. Zagoric

EXCLUSIVE:
Lessor covenants and agrees with Lessee not to lease, during the term of the within lease or its renewal period if renewed by Lessee, any store-room in said shopping development to any other Lessee who is engaged in
the bakery business, whether retail or manufacturing; it being expressly understood and agreed, however, that Lessor may lease space to any Lessee for whom the business of selling baked goods at retail is only incidental to its principal business.

14. Dated 4/21/61 to Toledo's Great Southern Thom McAn, Inc. The Lessor hereby covenants that it will not lease or permit the use of any space in Toledo's Great Southern Shopping Center for a retail shoe store other than the demised premises and two (2) other stores. Further, said two other stores shall initially be occupied by: 1) Nobil Shoes, which shall occupy a space no greater than 30' x 150', 2) Shoe Corporation of America (Schiff), which shall occupy a space no greater than 30' x 150'; both of said stores to be located as shown on Exhibit "A" attached hereto. It is understood and agreed that the provisions of this "Exclusive" provision shall not affect any other tenants in said Shopping Center who may sell shoes as an incidental part of their business but the provisions hereof shall apply to any leased departments operated in any space in Toledo Great Southern Shopping Center under a trade name used by any so-called national shoe chain, and any such leased department shall be deemed to be a retail shoe store within the meaning of this provision. It is understood and agreed that this provision shall not apply to the spaces now under lease to J. C. Penney, F. W. Woolworth, W.T. Grant, Kroger Supermarket, Miller-Wohl Co., Inc., Food Town Supermarket and Lane Drugs who may operate leased departments under a trade name used by any so-called national shoe chain if such use is granted in their present leases, said operation to be permissive during the continuance of such leases, provided, however, that if Landlord's consent shall at any time be required by such leases or otherwise before any such space may be assigned or sublet, the Landlord agrees that it will not grant its consent for use of such space as a leased department for the sale of shoes as provided herein.

15. Dated 1/5/61

EXCLUSIVE:

It is understood and agreed that Lessor will not lease space to any other dry cleaning establishment or laundry plant or store in this
development; except that space may be leased for a business commonly known as an automatic laundry, laundromat or laundryette shall be devoted only to the washing and drying of laundry and not to any other finish process. Lessor agrees that if space is leased to such automatic laundry, laundromat or laundryette that lessor will include as one of the terms of said lease a clause prohibiting use of the premises for purposes other than those compatible with the terms of this lease.


Restrictive Covenant

Article 33. So long as F. W. Woolworth Co. leases, uses, or occupies any space in the area described in Schedule "A" hereof as Entire Premises, the Landlord covenants that notwithstanding the amendment, cancellation, termination, or expiration of the herein lease: (a) no covenant or agreement not specified in Schedule "B" hereof may by the Landlord with any other person restricting the use or occupancy of all or part of said Entire Premises shall be of any force or effect against F. W. Woolworth Co., and (b) no other space in said Entire Premises shall be used or occupied as, or in connection with, a store commonly known as a variety store or junior department store, except that W. T. Grant may use and occupy that space designated "W. T. Grant" on the drawing attached hereto, and except that J. C. Penney may use and occupy that space designated "J. C. Penny Co." on the drawing attached hereto.

The above exclusive provisions are copied from each respective lease but being so listed does not admit to the legality of any such clause.

The names of tenants listed above are either the original tenant or an assignee of such tenant.