TURTLE CREEK PHASE TWO

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TURTLE CREEK PHASE TWO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Turtle Creek Phase Two Declaration of Covenants, Conditions and
Restrictions ("Declaration") is made and adopted as of the 15th day of March, 2001 by Louisville
Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation with offices at 626 Madison
Avenue, Toledo, Ohio 43604 ("Owner").

RECITALS:

A. The Owner is the owner in fee simple of the real property described on
Exhibit A attached hereto and incorporated herein ("Property").

B. The Owner, as fee simple owner and title-holding trustee, has previously
executed and recorded the Plat of Turtle Creek Plat One, a Subdivision in the Village of
Swanton, Lucas County, Ohio, as per plat thereof recorded at Volume 143, Page 37 of the Lucas
County, Ohio Record of Plats ("Turtle Creek Plat One"), along with a certain Declaration of
Covenants, Conditions and Restrictions relating to Turtle Creek Plat One recorded at File No.
98-4895C10 of the Lucas County, Ohio Records ("Turtle Creek Plat One Declaration").

C. The Property constitutes phase two of the Turtle Creek development, and
Turtle Creek Plat One and the Property shall be hereinafter sometimes referred to collectively as
"Turtle Creek." The Owner reserves the right, at any time, to file a plat of the Property.

D. The Owner desires to establish a general plan for the development, use
and maintenance of the Property as an extension of Turtle Creek Plat One and as a first-class,
high quality office, retail and commercial complex known as Turtle Creek, and to establish
restrictions upon the manner of use, improvement and enjoyment of the Property which are
generally similar to the restrictions on Turtle Creek Plat One and which will make the Property
attractive for its intended purposes and will protect present and future owners of land within the
Property in their enjoyment and use of the Property for said intended purposes.

E. The Owner is the owner of certain other lands ("Adjacent Property")
immediately adjacent and contiguous to Turtle Creek Plat One and the Property; the Owner
intends to provide for the development thereon of a subsequent plat or plats or phase or phases as an extension of Turtle Creek in accordance with the general plan for the development of Turtle Creek; and the Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any subsequent plat(s) or phase(s) which are generally similar to the Turtle Creek Plat One Declaration and this Declaration and which will protect present and future owners of the lands in such subsequent plat(s) or phase(s) in their use and enjoyment thereof for high quality office, retail and commercial purposes.

F. Owner may exercise any of the above-mentioned reserved rights by developing subsequent phases and/or filing consecutively numbered plat(s) of Turtle Creek and/or additional or supplemental declaration(s) of covenants, conditions and restrictions subjecting such subsequent phase(s) and/or plat(s) to restrictions which are generally similar to the Turtle Creek Plat One Declaration and to this Declaration.

G. The term “lot” as used in this Declaration shall be construed to mean an legally separate and distinct parcel of real estate, from time to time, within the Property.

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

I. The term “common area(s)” as used in this Declaration shall be construed to mean those areas or portions of Turtle Creek Plat One or any future phase or plat of Turtle Creek, from time to time, not included within any development sites, intended for the common, non-exclusive use, enjoyment and benefit of all present and future owners of lots within Turtle Creek Plat One, the Property and all future phases or plats of Turtle Creek, designated as open space or common areas (a) on any plat or plats of Turtle Creek Plat One or any future Turtle Creek plat, (b) in any other recorded instrument, or (c) in any other manner or fashion. The Property does not contain any common area(s) at the present time.
J. The term "limited common area(s)" as used in this Declaration shall be construed to mean those areas or portions of the Property, from time to time, not included within any development sites, intended for the common and non-exclusive use, enjoyment and benefit of all present and future owners of lots within the Property, and designated as common driveways, common parking areas, open space or other common areas (a) on any plat or plats of the Property or any portion thereof, (b) in any other recorded instrument, or (c) in any other manner or fashion. The owners of lots in Turtle Creek Plat One or in future phases or plats of Turtle Creek, shall not be entitled to the use, enjoyment and benefit of the limited common areas.

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

ARTICLE I
USE OF LAND; LOCATION OF BUILDINGS AND IMPROVEMENTS

1.1 Use Restrictions. The Property shall be developed, improved, maintained and used as part of a first-class, high quality office, retail and commercial complex, known as Turtle Creek. In particular, no building shall be erected and no portion of the Property shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other governmental ordinances, codes and regulations, as amended from time to time (the "Codes").

1.2 Building Heights. No building shall be constructed on any development site which exceeds the maximum height permitted by the Codes.

1.3 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located at the Property shall be
underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Property.

1.4 Signs or Advertising. No billboards, advertising signs, banners or other signs and displays (whether temporary or permanent) 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 1.4 and of Article II hereof shall be erected, placed or maintained on any lot or on any building or other structure located within the Property. 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 Property.

1.5 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.

1.6 Trash Burners. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be permitted on or at the Property without the prior approval of the Architectural Control Committee established pursuant to Article II hereof.

1.7 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.8 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.

1.9 Emissions. No portion of the Property 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 Property.

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

ARTICLE II
APPROVAL OF PLANS

2.1 Architectural Control Committee, Submission of Plans. The plans and specifications for all buildings, structures and other improvements (including, but not limited to, signs, fences, walls, driveways, sidewalks, hedges, advertising displays and other enclosures) to be constructed, renovated or rehabilitated at or within the Property shall be submitted for examination to the Turtle Creek 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 (including but not limited to all required driveways and sidewalks) 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, 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 60 (sixty) days after submission thereof. The failure of the
Architectural Control Committee to so respond within such time period shall be deemed to be a
disapproval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural
Control Committee shall consist initially of two (2) members, and shall be designated and
appointed by the Owner from time to time. Members of the Architectural Control Committee
need not be members of the Association. The number of members and voting rights of members
shall be determined by the Owner.

2.3 Architectural Standards. Harmonious Plan. In requiring the submission of
detailed plans and specifications as herein set forth, the Owner intends to assure the development
of the Property 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, compliment one another and promote the harmony and desirability of the Property 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 Property, 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, and such other matters as may be deemed to be in the interest and to the benefit of the owners of lots in the Property 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 Property.

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 Construction in Absence or 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 an improvement is constructed without first obtaining such approval, or, if subsequent to receiving such approval there shall be determined to be any material 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 non-approved improvement shall be deemed a violation of this Declaration ("Violation"). In such event, the Architectural Control Committee shall have the right and option to provide notice of such Violation to the owner of the lot in question by filing and recording in the public records at the Office of the Recorder of Lucas County, Ohio, a "Notice of Violation" identifying the owner of the lot and the description of the lot upon which the Architectural Control Committee has determined that a Violation has occurred, and a copy of said Notice of Violation shall be delivered to the owner of said lot within thirty (30) days after filing.

2.7 Waiver of Restrictions. Each lot owner, by acceptance of a deed to a lot at the Property, 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.

2.8 Architectural Control Committee not Liable for Determinations. Although the Architectural Control Committee is granted in this Article II and elsewhere in this Declaration certain discretion and rights of approval, disapproval, determination and interpretation, the Owner 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 Property, release and forever discharge 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, determination 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, determination and interpretation.

2.9 Assignment of Rights by Owner. At such time as buildings or structures have been erected or constructed on all development sites within the Property, Owner shall be required to assign its rights, duties and privileges under this Article II to the Association. At any earlier time, Owner at its option may assign its rights, duties and privileges under this Article II to the Association or to any other person or entity.

ARTICLE III
THE ASSOCIATION

3.1 Membership and Powers. In the Turtle Creek Plat One Declaration, Owner created the Turtle Creek Owners’ Association (“Association”). The members of the Association shall be the owners, from time to time, of all of the lots within the Property and Turtle Creek Plat One. 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 non-profit 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 lots within the Property. In addition, the Owner 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 quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any common areas until such time as 50% or more of the total square footage of development sites within the Property is owned of record by persons or entities other than the Owner.

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

(a) to enforce all provisions hereof within the Property and within Turtle Creek Plat One and all regulations which the Association may promulgate with respect to any and all of the common areas;

(b) to establish and 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 and remove any and all facilities on the common areas;

(g) to provide lighting, sweeping, cleaning, trash pickup, grass cutting, landscaping maintenance and other similar services within the common areas and the adjacent public rights of way;

(h) to contract for the management and maintenance of any of the common areas and the adjacent public rights of way;

(i) to pay all real estate taxes and installments of assessments with respect to the common areas;
(j) to pay all expenses associated with electrical, water, sewers, fuel or other utility services to the common areas;

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

(l) to take such other actions as may be reasonably necessary to carry out the powers and rights set forth in this Section 3.2.

The Association shall not have any powers or rights with respect to the limited 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 such member’s development site and shall have a non-exclusive 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. Only those members of the Association owning lots within the Property shall have the right to use the limited common areas.

3.4 Voting Rights. Voting rights within the Association shall be allocated among the members of the Association on a pro rata basis, 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 at the Property; provided, however, that until such time as 75% of the total square footage of development sites within the Property is owned of record by persons or entities other than the Owner, the Owner’s percentage of voting power in the Association shall be deemed to be not less than 51%.

When more than one person holds an ownership interest in any development site within the Property, 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 pro rata share of such development site as determined by the formula set forth in 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
ASSESSMENTS

4.1 Annual Assessments. Each development site within the Property shall be subject to a yearly assessment in such amount as may be annually determined by the Association, subject to the maximum amounts set forth in this paragraph 4.1. The amount of such assessment shall be based upon each development site’s proportional share of the Association’s annual operating budget, determined in accordance with the formula set forth in paragraph 3.4 hereof (but based upon what would be the voting power of the respective development site owners in the Association without applying or utilizing the Owner’s deemed 51% voting right).

The annual 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 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; provided, however, that until January 1, 2000, the maximum annual assessment for any development site shall be $200.00 per acre; and provided further, that from and after January 1, 2000, the maximum annual assessment for each year shall be 10% above the maximum annual assessment for the previous year.

4.2 Application of Annual 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 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) all taxes, assessments, fees and other charges that may be levied or assessed by any governmental body against the common areas;

(c) 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 Property; and

(d) 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 shall not be used or applied toward costs and expenses relating to the limited common areas.

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.

4.3 Special Assessments. Each development site within the Property shall also be subject to special assessments in such reasonable amounts as the Association may determine, from time to time, as being necessary to pay for unusual or non-recurring costs and expenses of maintaining, repairing, replacing and operating the common areas (but not the limited common areas). Such special assessments, when collected by the Association, shall be held in and disbursed from a separately maintained account. The amount of any such special assessment to be incurred by a development site shall be based upon such development site’s pro rata share thereof as determined in accordance with the formula set forth in paragraph 3.4 hereof (but based upon what would be the voting power of the respective development site owners in the Association without applying or utilizing the Owner’s deemed 51% voting right). Special assessments may be determined by the Association at any time, and shall be payable by the development site owners to the Association on or before that date occurring sixty (60) days after such determination is made by the Association. Notwithstanding anything else contained herein, the Association shall not determine and make any special assessments in an amount greater than $150.00 per acre without the approving vote or written consent of development site owners.
representing not less than 66.66% of the acreage of development sites in accordance with paragraph 3.4; provided, however, that from and after January 1, 2000, the maximum unvoted special assessment amount shall be increased each year by 10% above the maximum special assessment amount for the previous year.

4.4 Lien to Secure Payment of Assessments. The Association shall have a perpetual lien upon the development sites within the Property to secure the payment of the annual assessments and any special assessments, and each such annual assessment and/or special assessment shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each development site at the time when the assessment falls due. If default occurs in the payment of any annual assessment or special assessment for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

NOTICE OF LIEN

Notice is hereby given that the Turtle Creek Owners' Association claims a lien for unpaid annual assessments and/or special assessments for the year(s)_______ in the amount of $__________ against the following described premises:

(insert legal description)

TURTLE CREEK OWNERS ASSOCIATION

By ______________________________

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this ____ day of _______ 20____ by

__________________________ the __________________ of the
Turtle Creek Owners’ Association, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In the event any annual assessment(s) and/or special assessment(s) is/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 any annual assessment(s) or special assessment(s) by non-use of the common areas and/or the adjacent public rights of way or by abandonment of a development site. The lien of the annual assessments and special assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of any development site shall not affect said lien(s) or relieve any development site from the liability for any assessments thereafter becoming due or from the lien thereof; provided, however, that the sale or conveyance of any development site pursuant to foreclosure of a first mortgage shall extinguish the lien of the Association as to payments which became due prior to such sale or conveyance.

4.5 Prorations; Certificates. Annual assessments and special assessments shall be prorated between the owners of parts of development sites in accordance with the proportion which the area of the development site to which each owner holds legal title bears to the total area of the development site against which the annual assessment or special assessment is made. 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 annual and special 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 Reservation of Easement Rights. The Owner reserves to itself and to its successors and assigns, easements and rights of way for the construction, operation, maintenance, repair and replacement of electrical, telephone and telegraph wires and conduits (which shall, except as otherwise approved under Article II hereof, be underground facilities), 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 Owner or its successors or assigns for the service of the Property. Said reserved easements and rights of way shall be on, over or under (a) the common areas, (b) those portions of the development sites adjacent and contiguous to all dedicated public roadways and rights of way (now existing or hereafter established) abutting the lots within the Property, and (c) those areas designated on any plat of the Property as “Easement,” “Sanitary Easement,” “Waterline Easement,” “Sanitary Sewer, Pump Station, Waterline and Access Drive Easement,” “Utility Easement,” or language of similar import. Owner also reserves to itself and to its successors and assigns, the right to assign the use of any or all of said easements and rights of way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Upon request of the Architectural Control Committee, the owner (or lessee) of any lot shall join in and execute any document assigning such easement rights. The Architectural Control Committee and its successors and assigns shall have the right to go upon such easement areas from time to time to install, maintain and retrieve such equipment, improvements and facilities.

5.2 Extension of Rights of Way. The Owner reserves to itself and to its successors and assigns, the exclusive right (a) to extend any of the public rights of way at the Property to any adjacent or adjoining property owned by the Owner (or its successors and
assigns), and (b) to conditionally dedicate buffer lots to the Village of Swanton, for the public use, until such time as any such public rights of way are extended.

5.3 Drive Easements. The Owner reserves to itself and to its successors and assigns, the exclusive right to establish, on any plat of the Property, drive or driveway easements to provide access, ingress and egress to, from and between any of the lots and the adjacent public right of way.

ARTICLE VI
DURATION AND AMENDMENTS

6.1 Term. This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any lots (or parts thereof) within the Property, and all other persons claiming ownership, possession or use of the Property or any portion thereof, until June 1, 2018, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

6.2 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 66.67% of the total square footage of the development sites within the Property. Any amendments referred to in this paragraph 6.2 shall become effective only upon the filing with the Office of the Lucas County Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

ARTICLE VII
MISCELLANEOUS

7.1 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 Property, 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 Property 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 Property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

7.2 **Violations Unlawful.** Any violation (including but not limited to Violations described in Section 2.6) or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any lot at the Property 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 or correction of such violation and/or to recover damages for such violation or attempted violation.

7.3 **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 Property or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

7.4 **Transfers Subject to Declaration.** All transfers and conveyances of each and every lot or any part thereof shall be subject to this Declaration.

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

7.6 **Owner's Rights Assignable.** The rights, privileges, powers, obligations and duties granted herein to, and reserved by, the Owner shall be assignable and shall inure to the benefit of the successors and assigns of the Owner.
7.7 **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.

7.8 **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 benefitted or bound by this Declaration.

7.9 **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.

7.10 **Dissolution of Association.** The Association may be dissolved with the written and signed assent of members having not less than 90% 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 the County of Lucas, the Village of Swanton, 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 non-profit corporation, association, trust or other organization to be devoted to such purposes. The articles and code of regulations of any non-profit corporation formed and operating as the Association, pursuant to paragraph 3.1 hereof, shall be consistent with this paragraph 7.10.

7.11 **Future Plat of Property.** The Owner reserves the right, at any time, to file and record a plat of the Property.
IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized representatives, has caused this Declaration to be executed.

Signed and acknowledged in the presence of:

[Signature]
Print name: [Signature]
Print name: [Signature]

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this [date] day of March, 2001, by [Signature], the [Title], of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

This instrument prepared by:
Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624
EXHIBIT A
TO TURTLE CREEK PHASE TWO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

PARCEL A
TURTLE CREEK MEDICAL OFFICE COMPLEX

March 6, 2001

A parcel of land being part of the Southwest quarter (1/4) of Section seven (7), Town seven (7) North, Range nine (9) East, in the Village of Swanton, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Turtle Creek, as it now exists, with the centerline of Turtle Creek Circle, as it now exists, said point of intersection being marked with a found concrete street monument, thence in a southerly direction along the southerly extension of said centerline of Turtle Creek, as it now exists, having an assumed bearing of South five (05) degrees, twenty-three (23) minutes, zero (00) seconds East, a distance of thirty-five (35) and zero hundredths (00.00) feet to the intersection of a line drawn thirty-five (35) and zero hundredths (35.00) feet southerly of and parallel with said centerline of Turtle Creek Circle, as it now exists, said line drawn thirty-five (35) and zero hundredths (35.00) feet southerly of and parallel with the centerline of Turtle Creek Circle, as it now exists also being the southerly line of Turtle Creek Plat One, as recorded in Volume 143, Page 71, Lucas County Plat Records;

thence South eighty-four (84) degrees, thirty-seven (37) minutes, zero (00) seconds West along said line drawn thirty-five (35) and zero hundredths (35.00) feet southerly of and parallel with the centerline of Turtle Creek Circle, as it now exists, a distance of one hundred seventy-two (172) feet to a point, said point being marked with a set capped iron rebar, said point also being the True Point of Beginning;

thence South three (03) degrees, thirty-seven (37) minutes, thirty-nine (39) seconds East along a line, a distance of one hundred fifty-nine (59) and thirty-nine hundredths (59.39) feet to a point on curve, said point on curve being marked with a set capped iron rebar;

thence in a westerly to northwesterly direction along an arc of curve to the right, an arc distance of three hundred fifty-two (352.61) feet to a point of curve, said arc of curve to the right having a radius of one thousand six hundred seventeen (1617.34) feet, a central angle of twelve (12) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds, a chord distance of three hundred fifty-one (351.90) feet, and a chord bearing of North sixty-seven (67) degrees, four (04) minutes, thirty-four (34) seconds West, said point of curve being marked with a set capped iron rebar;

thence in a northwesterly to northerly direction along an arc of curve to the right, an arc distance of one hundred fourteen (114.81) feet to a point of tangency, said arc or curve to the right having a radius of one hundred fifteen (115.00) feet, a central angle of fifty-seven (57) degrees, twelve (12) minutes, ten (10) seconds, a chord distance of one hundred ten (110.10) feet, and a chord bearing of North thirty-two (32) degrees, thirteen (13) minutes, forty-four (44) seconds West, said point of tangency being marked with a set capped iron rebar;

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(419) 893-9690
thence North three (03) degrees, thirty-seven (37) minutes, thirty-nine (39) seconds West along a line, a distance of sixty-six and eight hundredths (66.8') feet to a point of curve, said point of curve being marked with a set capped iron rebar;

thence in a northerly to northeasterly direction along an arc of curve to the right, an arc distance of ninety-six and seventy-one hundredths (96.71') feet to a point of tangency, said arc of curve to the right having a radius of one hundred sixty-five and zero hundredths (165.00') feet, a central angle of thirty-three (33) degrees, thirty-four (34) minutes, fifty-nine (59) seconds, a chord distance of ninety-five and thirty-three hundredths (95.33') feet, and a chord bearing of North thirteen (13) degrees, nine (09) minutes, fifty-one (51) seconds East, said point of tangency being marked with a set capped iron rebar;

thence North twenty-nine (29) degrees, fifty-seven (57) minutes, twenty (20) seconds East along a line, a distance of one hundred one and nineteen hundredths (101.19') feet to a point of curve, said point of curve also being the intersection of the southwesterly line of said Turtle Creek Plat One, with a line drawn thirty-five and zero hundredths (35.00') feet southerly of and parallel with said centerline of Turtle Creek Circle, as it now exists, said point of intersection being marked with a found concrete monument;

thence in a northeasterly to easterly direction along an arc of curve to the right, an arc distance of three hundred five and twenty-nine hundredths (305.29') feet to a point of tangency, said arc of curve to the right having a radius of three hundred twenty and zero hundredths (320.00') feet, a central angle of fifty-five (54) degrees, thirty-nine (39) minutes, forty (40) seconds, a chord distance of two hundred ninety-three and eighty-four hundredths (293.84') feet, and a chord bearing of North fifty-seven (57) degrees, seventeen (17) minutes, ten (10) seconds East, said arc of curve to the right also being a line drawn thirty-five and zero hundredths (35.00') feet southeasterly of and parallel with the centerline of Turtle Creek Circle, as it now exists, said point of tangency being marked with a found concrete monument;

thence North eighty-four (84) degrees, thirty-seven (37) minutes, zero (00) seconds East along said line drawn thirty-five and zero hundredths (35.00') feet southerly of and parallel with the centerline of Turtle Creek Circle, as it now exists, a distance of twenty-seven and twenty-one hundredths (27.21') feet to the True Point of Beginning.

Said parcel of land containing an area of 173,664 square feet, or 3.987 acres of land, more or less.

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

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.
Said set capped iron rebar being a 1/2" diameter and 30" long iron rebar with plastic cap stamped "PS 6842".

Said found concrete monuments being 6" in diameter and 30" in length with a 2" aluminum cap, the aluminum cap being stamped Feller, Finch & Assoc., Inc.

The above description is based on a survey performed under my supervision during February, 2001.

Prior Deed Reference is Microfiche 89-404C03, Lucas County Deed Records.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.

Duane E. Heck, P. S.
Registered Surveyor No. 7432

RECEIVED & RECORDED
MAR 19 2001
SUE RIQUX
RECORDER LUCAS COUNTY OHIO

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