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.
REstrictive covenant

This covenant, dated as of December 28, 1993, is made between REnAISSANCE SENIOR APARTMENTS LIMITED PARTNERSHIP, and its successors and assigns, the "Owner") and the Ohio Housing Finance Agency, and/or other future Low Income Housing Tax Credit allocation authority, (the "Agency") acting as the housing credit agency for the State of Ohio as described in Section 42(h)(3) of the Internal Revenue Code of 1986, as amended.

This instrument relates to certain real property located in Lucas County, Ohio and more fully described in Exhibit A attached hereto the "Property "). Owner took title to the Property by a deed recorded in the Lucas County, Ohio Recorder's Office at microfiche 92-106E03.

The Owner, in consideration of the receipt of the benefit of the Low Income Housing Tax Credit authorized under Section 42 of the Internal Revenue Code of 1986, as amended, (the "Code") commencing with the taxable year ending on December 31, 1993, hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

1. The building(s), which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known a RENAISSANCE SENIOR APARTMENTS (the "Project").

2. As a condition and in consideration of receipt of the Low Income Housing Tax Credit, the Owner, for itself and all successors to the building(s) in the Project (or the low income portion thereof), shall maintain the applicable fraction, as defined in Section 42(e)(1)(B) of the Code and stated below, of the Project as low income housing for the initial compliance period of 15 years, and for the extended use period of an additional 15 years, unless terminated after the end of the initial 15 year period in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code.

3. The applicable fraction, as defined in Section 42(e)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), is one (1) of different for different buildings in the Project, as stated. This fraction shall not be decreased during any taxable year of the extended use period except in accordance with the provisions described herein.

4. The Owner has elected to maintain the gross rents of the low income units at a level which is affordable to those persons whose incomes are 60% (30 or 60%) or less of the area median income, adjusted for family size. The rent for these units will be determined according to the procedures explained in Section 42(g)(12) of the Code, as amended.

5. This covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such building(s) is (are) placed in service as a qualified low income housing project, and ending on the date which is 15 years after the close of the initial 15 year compliance period, unless terminated earlier pursuant to the provisions of the Code, and any regulations promulgated thereunder.
6. The extended use period shall terminate, subject to the provisions below regarding low income tenancy and gross rent restrictions, on the date the building(s) is (are) acquired by foreclosure (or an instrument given in lieu of foreclosure), or on the last day of the one-year period beginning on the date after the fourteenth (14th) year of the initial compliance period that the Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the building(s), or the low income portion thereof, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such building(s), or portion thereof, as a qualified low income Project.

Should the extended use period terminate in this fashion prior to its full term, for a three year period after such termination, no low income tenant may be evicted, for other than good cause, nor may the gross rents be increased beyond that permitted under the Code and regulations promulgated thereunder.

7. This covenant shall constitute an "Agreement" between the parties which is enforceable in the courts of the State of Ohio by the Agency or by any individual(s), whether prospective, present, or former occupants of the Project, who meets the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Agreement.

8. Owner agrees to comply fully with the requirements of the federal Fair Housing Act as it may from time to time be amended.

9. Owner agrees to obtain the consent of any recorded lienholder on the Project to this Agreement and such consent shall be a condition precedent to the issuance of Form 8609 constituting allocation of tax credit authority (or any document constituting a carry-over allocation).

10. Upon execution and delivery by the Owner, the Owner shall cause this Agreement, the Addendum hereto, if applicable, and all amendments hereto and thereto to be recorded in the public land records of the county in which the Project is located, and shall pay all fees and charges incurred in the connection therewith. Upon recording, the Owner shall immediately forward to the Agency an executed original of the recorded Agreement showing the date, deed book and page numbers of record. The Owner agrees that the Agency will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Agency has received the recorded executed original of the Agreement.

11. It is the intent of the parties hereto that this Agreement constitutes covenants that run with the land and the Agreement is therefore binding on all successors and assigns of each party.
12. These covenants may, from time to time, be amended only with the prior written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance with such provisions.

13. In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter the premises during normal business hours and inspect and audit all books and records pertaining to the Project.

14. Owner covenants and agrees to complete and send to the Agency an annual report, or, if more frequent reports are requested by an authorized official of the Agency, status reports in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Agreement.

15. Owner covenants and agrees that, in the event it sells or otherwise transfers ownership of the Project, it will notify the Agency in writing and further, that as a condition precedent to such sale it will enter into such agreements with the purchase or transferee(s) may be prescribed by the Agency which, have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

16. In the event of any conflict between this Agreement and the requirements of the Code, the Code shall prevail.

17. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Owner has caused this Agreement and Addendum, if appropriate, to be signed by its duly authorized representatives, as of the day and year first written above.
Restrictive Covenant
Renaissance Senior Apartments

OWNER
RENAISSANCE SENIOR APARTMENTS
LIMITED PARTNERSHIP

WITNESSES:

ALIVIA C. BEST
ALIVIA C. BESTON
Print Name:

SHAUNESSY M. EVERTT
Print Name:

By: [Signature]

Name: [Signature]

Title:

Subscribed and sworn to before me, a notary public in and for the State of Ohio, County of Franklin.

[Signature]
Notary Public

[Signature] M. EVERTT
[Signature]
Notary Public

Accepted by: ___________________________________ Date: ____________________
Ohio Housing Finance Agency

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EXHIBIT A

Situated in the City of Toledo, the County of Lucas, and State of Ohio, and further described as follows:

Lot Number one (1) in Valentine Subdivision, a Subdivision of part of Lots numbers one thousand sixteen (1016), one thousand seventeen (1017), one thousand eighteen (1018) and one thousand twenty-nine (1029) of Vistula Division and a part of Lot number four hundred thirty-nine (439) of Port Lawrence Division in the City of Toledo, Lucas County, Ohio, in accordance with Volume 130 of Plats, page 38.

Together with all of Owner's leasehold interest, as lessee in certain contiguous real property described as follows:

Lot Number two (2) in Valentine Subdivision, a Subdivision of part of Lots numbers one thousand sixteen (1016), one thousand seventeen (1017), one thousand eighteen (1018) and one thousand twenty-nine (1029) of Vistula Division and a part of Lot number four hundred thirty-nine (439) of Port Lawrence Division in the City of Toledo, Lucas County, Ohio, in accordance with Volume 130 of Plats, page 38. (Hereinafter referred to as the "Theatre Building").

and being more particularly described as follows:

a) a portion of the third floor of the Theatre Building constituting approximately 2,015 square feet.

b) a portion of the fourth floor of the Theatre Building constituting approximately 2,015 square feet.

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DEC 3 1993 93 4079E11

[Signature]

[Signature]
VALENTINE SUBDIVISION
A SUBDIVISION OF PART OF LOTS NO. 1016, 1017, 1018
AND 120 OF VISTULA DIVISION AND A PART OF
LOT NO. 439 OF PORT LAWRENCE DIVISION IN
THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

THE VALENTINE SUBDIVISION, of which this is a correct plat, is a
subdivision of part of Lots No. 1016, 1017, 1018 and 120 of the Vistula Division and
a part of Lot No. 439 of the Port Lawrence Division in the City of Toledo, Lucas
County, Ohio, and being more particularly described as follows:

BEGGINGING at the point of commencement of the Northwest corner of the
lots of Ashwood Street with the Northwest corner of Lots 16 and 17 of the Vistula
Division, a point being 32.30 feet Northwest of and
part of the eastern line of Lot 16 of the Vistula Division; thence North 47° 14' 45" East, to a
point on the roadway line of Lot 16 of the Vistula Division, 132.30 feet as measured
from the point of commencement; thence South 47° 14' 45" West, to the
beginning, containing an area of 0.072 acres.

The plat is intended to be made in accordance with the provisions of the
City of Toledo Zoning Code and the Ordinance of the City of Toledo, and
approved by the City of Toledo Zoning Commission and the City of Toledo
Building Board of Review.

PLATTING COMMISSIONER:

THE CITY OF TOLEDO, OHIO

TOLEDO PLAN COMMISSION:

We hereby certify that this plat is approved by the City of Toledo Plan Commission
and is in accordance with the Zoning Code and Ordinance of the City of Toledo.

OFFICE OF THE LUCAS COUNTY TAX MAP DEPARTMENT:

Ownership of the property comprising this plat is hereby shown.

TOLEDO CULTURAL ARTS CENTER, INC.

This plat has been submitted for the purpose of approval on

OFFICE OF THE LUCAS COUNTY AUDITOR:

Recorded by said plat in the Office of the Lucas County Auditor of Lucas County, Ohio.

OFFICE OF THE LUCAS COUNTY RECORDER:

Recorded in book 130, page 38, of the Recorder's Office of Lucas County, Ohio.

LEGEND:

A. Port Lawrence Street
B. Superior Street
C. Jackson Street
D. Valentine Street
E. Adams Street
F. State Street
G. Superior Street
H. Valentine Street
I. Adams Street
J. State Street

OWNER'S CERTIFICATION:

The undersigned, the City of Toledo, Ohio, a municipality, corporation, etc., owns or intends
to own the property described on this plat.

WITNESS:

The undersigned, the City of Toledo, Ohio, owns or intends
to own the property described on this plat.

WITNESS:

The undersigned, the City of Toledo, Ohio, owns or intends
to own the property described on this plat.

S. DEAN
City Manager

T. H. WILSON
City Treasurer

J. C. ANDERSON & ASSOCIATES, INC.
Registered Land Surveyors

525 S. Main St.
Toledo, Ohio 43604

Date: 12/29/78

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