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DECLARATION OF RESTRICTIONS

FOR

WOOLEY PROFESSIONAL CENTER
CITY OF TOLEDO, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS ("Declarations") adopted by H & H DEVELOPMENT CO., LTD. an Ohio limited liability company hereinafter called "Developer", and THE WOOLEY PROFESSIONAL CENTER OWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in a certain subdivision located in the City of Toledo, Lucas County, Ohio known as the Wooley Professional Center as shown on the recorded plat of same ("plat") recorded at Volume 136, Pages 390-395 of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "the Center"), platted on the real property described on Exhibit "A" attached hereto; and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in the subdivision; and

WHEREAS, Association is the record owner of all that portion of the subdivision designated as Wooley Private Place (sometimes "Private Place") on the plat including any portions thereof shown to be used for roadway and utility purposes, as well as drainage and open space purposes; and

WHEREAS, the Center is a commercial subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their respective heirs, successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of the Center, a subdivision in the City of Toledo, Lucas County, Ohio, shall hereafter be conveyed by them, their respective heirs, successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

All transfers and conveyances of each and every residential lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
December 5, 1995
RESTRICT.2/JRPCORP9

These covenants and restrictions may be amended prior to January 1, 2010, or may be amended or terminated after January 1, 2010, by the then owners of at least two-thirds (2/3) of the lots in the subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination of this Declaration shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots...th the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any lot in the Center shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

Invalidation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

OFFICE LOTS AND SHARING OF CERTAIN EXPENSES

Irrespective of what existing zoning classification on the subdivision may permit, the entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for general and professional office purposes, together with the usual accessory uses pertaining thereto.

The twelve (12) lots which constitute the subdivision located as shown on the plat (sometimes "lots" herein) shall be used for the replacement of general and professional office buildings and/or normal amenities thereto, as well as a private women's social club and its intended functions ("private club"). The private club functions include,
but are not limited to, meeting functions, social functions, and periodical rental of meeting space to other clubs. The remainder of the real estate included in the subdivision designated as Private Place shall, except as otherwise provided for herein, be used exclusively for roadway, drainage and/or utility and open-space purposes as shown on the plat.

All owners of any lot expressly understand and agree that all structures and amenities to be located thereupon must not only secure the prior written approval of the committee (as hereafter defined), but must also comply with the approved site plan ("site plan") for the subdivision on file at the offices of the City of Toledo Plan Commission.

Each lot as shown on the plat for the Center shall contain at least Twenty-four Hundred (2400) square feet of office space.

Although all twelve (12) lots in the subdivision can be characterized as individual building sites, the Developer intends to develop the lots in three (3) segments of four (4) adjoining lots. Therefore, lots 1, 2, 3 and 4, 5, 6, 7 and 8, and 9, 10, 11 and 12 (hereafter each of such four-building sites shall be sometimes collectively referred to as a "segment"). It is expressly provided that the cost of repairing, maintaining and replacing of the roofs, landscaping and parking areas of each segment shall be shared equally by the four owners of the four lots which constitute each such segment (cost of common lobbies will be shared equally by the two (2) owners using said lobby) unless any such repair, maintenance and/or replacement is caused by or due to any event covered by any insurance in place on the property affected. Decisions with respect to any such repair, maintenance and/or replacement shall be made by a majority vote of the four such segment owners.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, all buildings, driveways, parking lots, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All buildings and accessory structures must be erected wholly within the lot lines (except for encroachments due to common wall as addressed later herein) and no closer to any of the roadways than the building lines of the lots as shown on the plat.

The maximum height of all buildings or other structures erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all individual office buildings erected on any lot within the subdivision shall be Twenty-four Hundred (2400) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop the Center as an architecturally harmonious, artistic and desirable office subdivision having an open-space

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atmosphere with buildings located in a planned manner following a precise site and landscape plan.

In that regard, the Developer shall establish a master plan for landscaping of the entire subdivision, which master plan shall take priority over individual lot landscaping plans. Such master plan for landscaping shall be filed with the Association. All lot owners shall adhere to said master plan at all times.

Developer shall establish a general architectural theme for roof design, exterior colors and materials, trim colors, brick specifications and window detail. Developer also reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of the lots 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 site plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. Included within such established theme are conditions that the colors of all exterior building materials shall be uniform in color and type, unless otherwise permitted by the Developer or committee in writing.

In approving or withholding approval of any detailed plans and specifications submitted to it, the committee may consider the appropriateness of the improvements contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest.

The committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority exclusively vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the lots in the subdivision and structures have been erected on each of such lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

It is expressly provided that all lots will be developed with underground sprinkler systems and that all landscaping and lawns on all lots will be watered routinely so as to maintain same in a first-class condition.

Until such time as Developer has conveyed to others all lots owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and a model office building on one (1) or more of the lots in the subdivision and maintain a large temporary sign in the subdivision advertising the sale or leasing of property in the subdivision.

THE WOODLEY PROFESSIONAL CENTER OWNERS' ASSOCIATION

All owners of lots in the subdivision and all persons who hereafter acquire title to a lot in the subdivision shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and
December 5, 1995

RESTRIC. 2/JRFCORP9

obligations therefor as set forth in the plat, this Declaration of
Restrictions and the Articles and Code of Regulations or By-laws of the
Association. Each lot shall be entitled to one (1) vote in all
Association matters regardless of the number of owners of any particular
lot. The Association will be governed by majority, except on those issues
where a two-thirds vote is required.

Each member of the Association, in common with all other
members as owners of lots in the subdivision shall have the right to use
the Private Place in the subdivision for all purposes incident to the use
and occupancy of his lot as a place of business and other incidental uses
including the perpetual non-exclusive easement together with other lot
owners to the use and enjoyment of Private Place for pedestrian and
vehicular ingress and egress to and from each lot. The Private Place
shall be deeded to the Association by the Developer at such time as the
Developer deems it appropriate.

All members shall use the Private Place in such manner as will
not restrict, interfere or impede with the use thereof by other members of
the Association and their respective tenants, invitees, and customers. No
action to partition the Private Place shall be brought by the Association
and/or any lot owner while their Restrictions are in force.

The Association shall collect and disburse funds for all
purposes which the duly elected Board of Trustees of the Association
determines from time to time to be for the general benefit of the owners
of all lots in the subdivision.

ASSessMENTS

For the calendar year 1995 and thereafter, each lot in the
subdivision and the owners thereof shall be subject to a monthly
assessment for each calendar year in amounts as determined by the
Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in monthly installments
on or before the first day of the month following acquisition of a lot in
the subdivision and on the first day of each month thereafter for the
calendar year for which the assessment is levied. Any assessment not
paid when due shall bear interest at the interest rate permitted by law
until fully paid.

Commencing in 1995, such monthly assessment shall become a lien
against each lot on the first day of the month in which it becomes due and
payable.

A collection action may be commenced in the name of the
Association, with all costs and attorney's fees assessed against said
delinquent lot owner and/or a Notice of Lien may be recorded in the Lien
Records of the Recorder of Lucas County, Ohio if any monthly installment
is in arrears for more than fifteen (15) days from the date it is due and
payable. Said Lien may be foreclosed upon in any appropriate court in
Lucas County, Ohio with all costs and expense, including attorneys' fees
assessed against such delinquent low owner and made part of said Lien.

Such Notice of Lien shall identify the lot, the year and amount
of the monthly assessment, and be executed by the president of the
Association with the formalities then required to record a lien against
real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any
real estate mortgage on any lot recorded prior to recording of the
aforesaid Notice of Lien.
The sale or transfer of any lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance replacement, and repair of the Private Place, including but not limited to, the mowing and watering of all landscaping and the maintenance of all entry features, signs and/or lighting facilities (including street lights) placed thereon. In addition, the Association shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the Private Place pursuant to a separate meter or meters for same and the maintenance, replacement and repair of all private utilities servicing the subdivision. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in the subdivision other than Private Place (such as the mowing and fertilizing of all lawns throughout the subdivision), the owners of lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

USE AND ACTIVITIES

No portion of any lot or structure therein shall be used or permitted to be used for any purposes whatsoever other than the Private Club and general or professional offices and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done therein which may be or become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of the lots. No hazardous materials or environmental contamination shall be stored, maintained, located on or discharged on or onto any of the lots.

No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaimation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, gravel or trees in excess of six (6) inches in diameter, other than that incidental to construction of approved structures, shall be removed from said lots without the approval of the architectural control committee.

No structures erected in the subdivision shall be used as an office until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

No trucks, boats, mobile home, trailer or other similar vehicle, shall be stored or permitted to remain on any lot.

All rubbish, debris and garbage shall be stored dumpsters provided on each segment in locations approved by the Developer.
No signs of any character other than signs advertising the location of business situated on any lot or segment and then only after all such signs are approved as to type, size, color and location by the Developer, shall be erected, placed, posted or otherwise displayed on or about any lot and the Developer shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the Committee or Association. All window treatments shall be white or neutral in color and shall be maintained at all times in a first-class condition.

DEVELOPER RESERVATION OF RIGHTS AND GRANT OF COMMON WALL VESTIBULE ENTRANCE EASEMENTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the private place and easement areas designated on the plat and alighting upon all highways now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe, enforce and interpret these restrictions by a written recordable instrument delivered to the Association and recorded with the Lucas County Recorder's Office whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves and creates for the benefit of all adjoining lot owners (1) perpetual exclusive easements on the common boundary between all adjoining lots upon which any adjoining office buildings are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining buildings together with the additional right of easement to have, if necessary, de minimis building encroachments (not more than six (6) inches) upon and under each of said adjoining lots in connection with the placement of said common walls, (2) perpetual non-exclusive cross-access and cross parking easements in favor of all lot owners over, across and upon all designated parking areas and serviceways created by Developer through such parking areas for purposes of vehicular and pedestrian access to and from all lots in the Center, and (3) perpetual non-exclusive entrance and exit easements, across and through all lobbies or vestibules erected at and/or on all common boundary lines and servicing more than one lot.
GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Private Place, shall automatically thereupon be transferred to the then owners of the lots in the subdivision with each owner having an equal undivided interest in the Private Place for each lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Private Place through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the lots in the subdivision.

IN WITNESS WHEREOF, II & II Development Co., Ltd., an Ohio limited liability company and The Woodley Professional Center Owners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 5th day of December 1995.

WITNESSES:

II & II DEVELOPMENT AND
CO., LTD., an Ohio limited
liability company

By: Edward J. Howard, Member

By: John F. Healey, Member

THE WOODLEY PROFESSIONAL
CENTER OWNERS' ASSOCIATION,
INC., an Ohio non-profit
company

By: Edward J. Howard, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 5th
day of December 1995, by Edward J. Howard, Member and John E. Healey,
Member of II & II Development Co., Ltd., an Ohio limited liability
company, on behalf of said company.

Notary Public

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STATE OF OHIO: COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of Dec., 1995, by Edward J. Howard the President of The Woodley Professional Center Owners’ Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Notary Public:

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

PEGGY A. HASLEY
Notary Public, State of Ohio
By Commission Ex. #46 of October 23, 1990
County of Lucas - Lucas County
That part of the Northwest fractional quarter (1/4) of Section nineteen (19), Town nine (9) South, Range seven (7) East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at the intersection of the East and West centerline of said Section nineteen (19) with the centerline of Woodley Road as approved by the County Commissioners on March 7, 1994 and recorded in Volume E of Road Plats, page 81; thence in a Northerly direction along the said centerline of Woodley Road having an assumed bearing of North one (01) degree, fifty-four (54) minutes, nine (09) seconds West, a distance of one thousand five hundred twenty-four and sixteen hundredths (1524.16) feet to the point of beginning; thence South eighty-five (85) degrees, twenty-four (24) minutes, thirty-three (33) seconds West, along a line a distance of four hundred twenty-seven and sixty-one hundredths (427.61) feet to a point, said point being ninety and sixty-eight hundredths (90.68) feet left of Station 177 + 84.35 on the centerline of the Toledo Expressway System, Part 32, Lucas County 475-11.54; thence South eighty-eight (88) degrees, eleven (11) minutes, fifty-five (55) seconds West along a line a measured distance of three hundred seventy-three and seventy-nine hundredths (373.79) feet to the intersection of the West line of the East ninety-six and eighty-one hundredths (96.81) acres of the said Northwest fractional quarter (1/4) of Section nineteen (19); thence North one (01) degree, fifty (50) minutes, thirty-five (35) seconds, West along said West line of the East ninety-six and eighty-one hundredths (96.81) acres of the Northwest fractional quarter (1/4) of Section nineteen (19) and the East line of the recorded plat of Granview Drive recorded in Volume 54, page 15 and 16 Book of Plats, said line also being the West line of the East half (1/2) of the Northwest quarter (1/4) of said Section nineteen (19) a measured distance of two hundred twenty-one and seventy-eight hundredths (221.78) feet; thence North eighty-eight (88) degrees, seventeen (17) minutes, twenty-five (25) seconds, East a measured distance of eight hundred and seventy hundredths (800.70) feet to a point on the centerline of Woodley Road and the East line of the West half (1/2) of the East half (1/2) of the Northwest quarter (1/4) of said Section nineteen (19); thence South one (01) degree, fifty-four (54) minutes, nine (09) seconds, East a distance of one hundred ninety-nine and sixty-nine hundredths (199.69) feet along said centerline of Woodley Road to the point of beginning.

RECEIVED & RECORDED

DEC 13 1995

SUE RIOUX
RECORDED, LUCAS COUNTY, OHIO

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