

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF BELLEFONTAINE, OHIO BY PHILIP D. BEASLEY ITS SERVICE SAFETY DIRECTOR AND JOHN W. BERRY, JR. AND WILLIAM L. FRAM BEING ALL THE GENERAL PARTNERS OF J. AND B. PROPERTIES, AN OHIO GENERAL PARTNERSHIP, PROPRIETORS OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE STREETS TO THE PUBLIC USE FOREVER AND THE EASEMENTS TO THE CITY FOR THE PURPOSES INTENDED AS SHOWN HEREON.

Marty Lauman
K. Hewitt
J. W. Berry, Jr.
WITNESSES

CITY OF BELLEFONTAINE, OHIO BY: Philip D. Beasley SERVICE SAFETY DIRECTOR
William L. Fram PARTNER - J. AND B. PROPERTIES
John W. Berry, Jr. PARTNER - J. AND B. PROPERTIES

STATE OF OHIO
LOGAN COUNTY SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME PHILIP D. BEASLEY CITY OF BELLEFONTAINE SERVICE SAFETY DIRECTOR AND JOHN W. BERRY, JR. AND WILLIAM L. FRAM BEING ALL THE GENERAL PARTNERS OF J. AND B. PROPERTIES, AN OHIO GENERAL PARTNERSHIP, PROPRIETORS, WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CITY AND J. AND B. PROPERTIES FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 3rd DAY OF Feb., 1992.

VIRGINIA M. BEASLEY, Notary Public
In and for the State of Ohio
My Commission Expires April 3, 1993

Virginia M. Beasley
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. 2873 AND 5245, SECTION 35, TOWN 4, RANGE 14 (BEING A PART OF LOT 2890) AND SECTION 36, TOWN 4, RANGE 14, LAKE TOWNSHIP, LOGAN COUNTY, OHIO IN THE CITY OF BELLEFONTAINE. THE TRACT HAS AN AREA OF 2999 ACRES IN STREETS AND 34,892 ACRES IN LOTS MAKING A TOTAL OF 37,891 ACRES. I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF THE CROSSROADS BUSINESS CENTER AS SURVEYED IN DECEMBER 1988 AND THAT ALL MONUMENTS AND IRON PINS AS SHOWN HEREON HAVE BEEN SET OR WILL BE SET AS PART OF WORK THAT SURETY IS POSTED FOR.

CROSSROADS BUSINESS CENTER

The following described real estate situated in the State of Ohio, County of Logan, Township of Lake, being part of Virginia Military Surveys 2873 and 5245, Section 35, Town 4, Range 14 (being a part of lot 2890) and Section 36, Town 4, Range 14 in the City of Bellefontaine and more particularly described as follows:

Beginning at a 0.625 inch iron bar found in the Ludlow Line at the northeast corner of Columbian Heights Addition.

Thence with the north line of said Columbian Heights and the north line of Discon Services, Inc.'s 14.56 acre tract as described in O. R. Vol. 13 Page 156 N. 79° 55' 19" W. 829.71 feet to a 0.625 inch iron bar set in the east line of the C. C. & St. L. R. R. Co., said iron being S. 79° 55' 19" E. 80.21 feet from a 2 inch iron pipe found at the north-west corner of said 14.56 acre tract.

Thence with said C. C. & St. L. R. R.'s east line N. 17° 12' 39" E. 96.96 feet to a 0.625 inch iron bar found.

Thence with said east line N. 11° 11' 40" E. 102.04 feet to a 0.625 inch iron bar found.

Thence with said east line N. 11° 16' 51" E. 96.51 feet to a 0.625 inch iron bar found.

Thence with said Railroad's east line N. 18° 11' 21" E. 98.77 feet to a 0.625 inch iron bar found.

Thence with said east line N. 23° 44' 11" E. 98.60 feet to a 0.625 inch iron bar found.

Thence with said Railroad's east line N. 25° 12' 30" E. 1079.09 feet to a 0.625 inch iron bar found passing a 0.625 inch iron bar set in the projection of J. and B. Properties 11.880 acre tract's (as described in O.R. Vol. 84 Pages 842-845) north line at 281.45 feet.

Thence with a south line of said Railroad S. 63° 53' 22" E. 159.16 feet to a 0.625 inch iron bar set.

Thence with another south line of said Railroad N. 26° 02' 38" E. 53.51 feet to a 0.625 inch iron bar set that is 115.51 feet right of tangent Station 815 plus 07.47 of U. S. R. 33.

Thence with another south line of said C. C. & St. L. R. R. on a 908.93 feet radius curve to the right, the chord of which measures S. 31° 46' 24" E. 68.08 feet to a 0.625 inch iron bar set at the beginning of a limited access right-of-way for said U. S. R. 33.

Thence with said right-of-way S. 64° 06' 38" E. 544.52 feet to a 0.625 inch iron bar set.

Thence with said right-of-way S. 56° 29' 42" E. 692.02 feet to a one inch iron bar found.
Thence with the north line of B. P. Oil Company's 1.68 acre tract as described in O. R. Vol. 119 Page 364 N. 69° 48' 21" W. 219.10 feet to a 0.75 inch iron bar found.
Thence with the west line of said Company's 1.68 acre tract, and the west line of Bernard Pool's 1.02 acre tract as described in D. B. Vol. 379 Page 820 S. 22° 38' 43" W. 330.55 feet to a 0.625 inch iron bar set.
Thence with said west line of said Pool's 0.88 acre tract as described in D. B. Vol. 220 Page 74, the west line of said Pool's 0.65 acre tract as described in D. B. Vol. 392 Page 860 and the west line of Trio Properties 0.70 acre tract as described in O. R. Vol. 118 Page 990 S. 7° 29' 02" W. 281.06 feet to a 1 inch iron bar found.
Thence with the north line of Jack Sickles' 2.58 acre tract as described in D. B. Vol. 362 Page 380 N. 82° 07' 58" W. (this bearing is assumed and all other bearings are from angles and distances measured in this field survey) 511.76 feet to a 1 inch iron bar found in the east line of the old C. & L. E. Traction Line.
Thence with said east line S. 1° 05' 40" W. 874.26 feet to a 0.625 inch iron bar set in the north line of Reynolds Avenue.
Thence with said north line N. 79° 20' 43" W. 113.43 feet to a 0.625 inch iron bar set in the north line of said Reynolds Avenue.
Thence at a right angle to said Reynolds Avenue north line and parallel with and 12.64 feet east of the west line of lot 2890 owned by the City of Bellefontaine as recorded in O. R. Vol. 144 Page 216 N. 10° 39' 17" E. 57.50 feet to a 0.625 inch iron bar set in the Ludlow Line.
Thence with said Ludlow Line and the east line of said Columbian Heights Addition N. 9° 16' 39" W. 345.82 feet to the place of beginning. Containing 37.891 acres more or less.
The above described 37.891 acre tract having 0.014 acres in Section 35, Town 4, Range 14 (which are a part of lot 2890), 14.876 acres in Section 36, Town 4, Range 14, 21.088 acres in V. M. S. 2873 and 1.913 acres in V. M. S. 5245.
Subject to all legal right-of-ways and easements. (See page 2 for individual lot descriptions.)

PLAT PREAPPROVAL Jan 10 2-4-92
DESCRIPTION CHECKED Jan 10 2-4-92

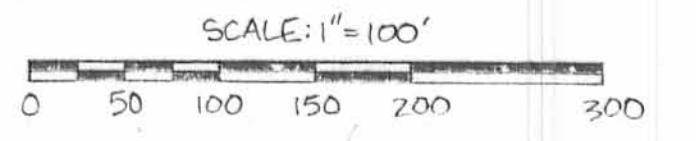
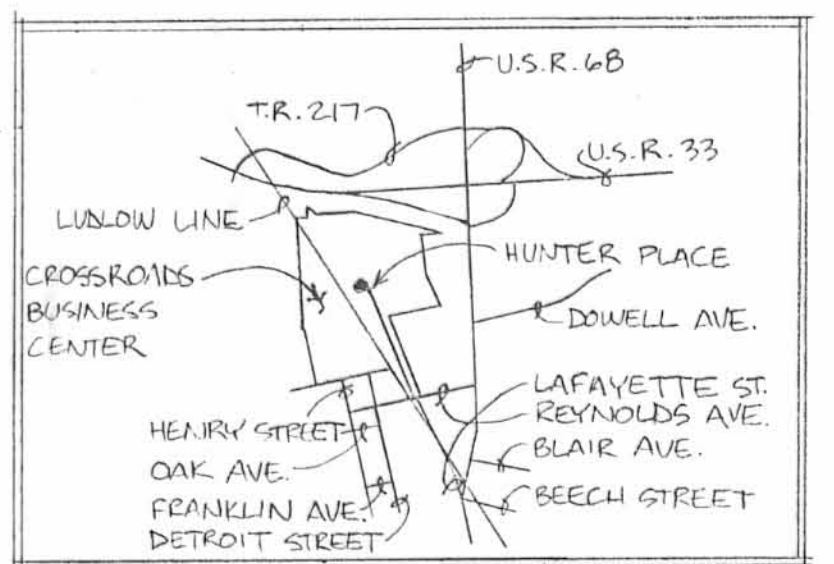
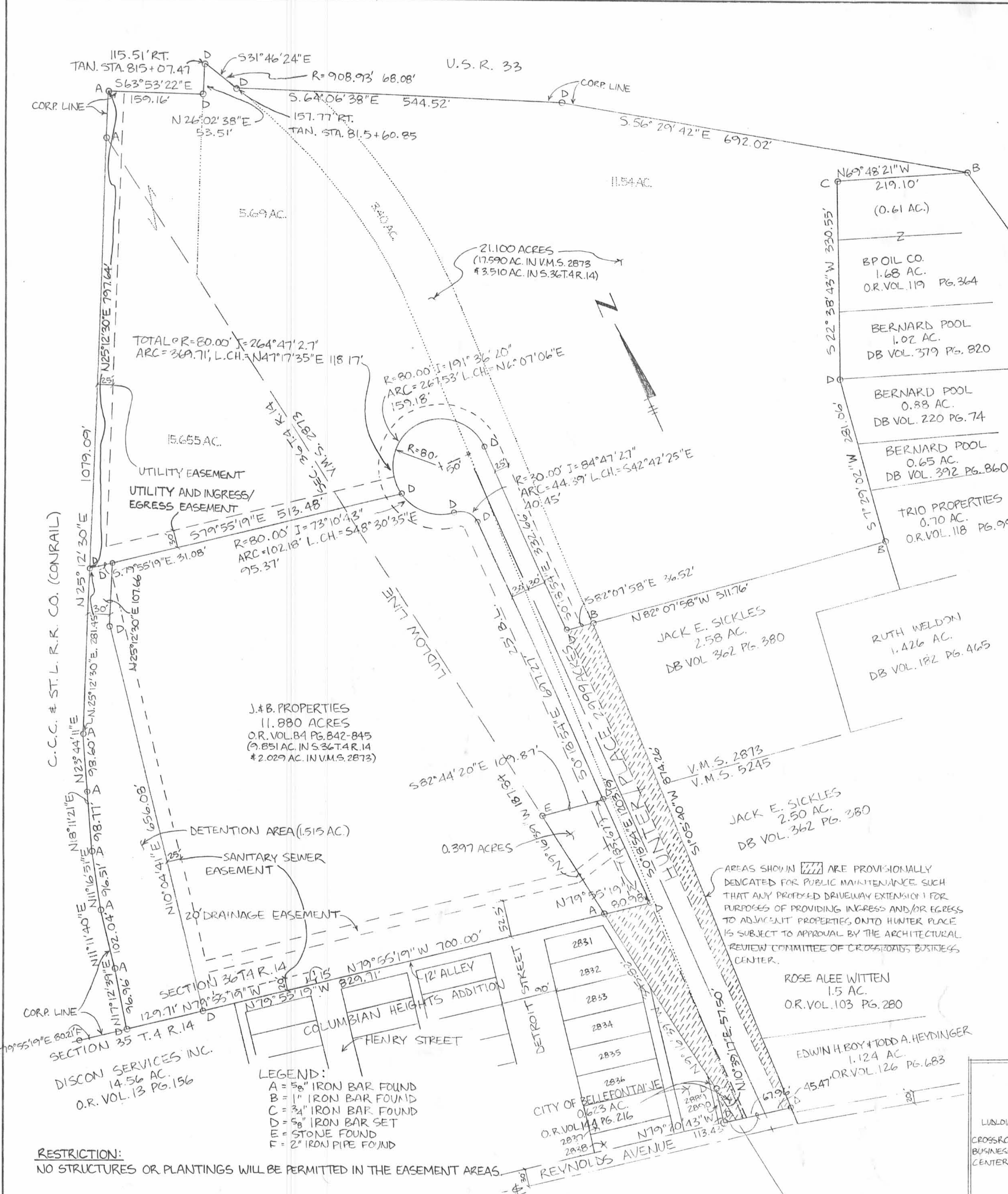
"THE WITHIN STREETS AND EASEMENTS ARE HEREBY APPROVED AND ACCEPTED FOR PUBLIC MAINTENANCE BY ORDINANCE NO. 89-102 RECORDED IN CITY COUNCIL'S RECORD BOOK 89 ON THIS DAY OF DECEMBER 12, 1989."

Richard J. Ucaric
MAYOR, CITY OF BELLEFONTAINE
William R. Pattison
PRESIDENT, BELLEFONTAINE CITY COUNCIL
Christie Predmore
CLERK OF COUNCIL
F. L. N. N. N.
BELLEFONTAINE CITY ENGINEER
James A. Kirk
CHAIRMAN, CITY PLANNING COMMISSION
Jean Jones
LOGAN COUNTY AUDITOR

APPROVED THIS 29 DAY OF January, 1992,
APPROVED THIS 29 DAY OF Jan, 1992,
TRANSFERRED THIS 6TH DAY OF FEBRUARY, 1992,

FILED FOR RECORD THIS 6TH DAY OF FEBRUARY, 1992, AT 2:57 P.M.
RECORDED THIS 6TH DAY OF FEBRUARY, 1992, IN PLAT CABINET A, SLIDE 737A-739B

Carolyn Collins
LOGAN COUNTY RECORDER



SURVEYOR:
LESLIE H. GEESLIN
218 S. SANDUSKY
RUSHSVLVANIA, OHIO

PROPRIETORS:
CITY OF BELLEFONTAINE
135 N. DETROIT ST.
BELLEFONTAINE, OHIO

J. AND B. PROPERTIES
ONE HUNTER PLACE
BELLEFONTAINE, OHIO

CROSSROADS BUSINESS CENTER

BEING A PART OF V.M.S. 2873 AND 5245, S.35 T.4 R.14 (BEING A PART OF LOT 2890), AND S.36 T.4 R.14 LAKE TOWNSHIP, CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO

The following described real estate situated in the State of Ohio, County of Logan, Township of Lake, and being part of Virginia Military Surveys 2873 and 5245 and Section 36, Town 4, Range 14, in the City of Bellefontaine and more particularly described as follows:

Beginning at an 0.625 inch iron bar found in the Ludlow Line at the northeast corner of Columbian Heights Addition:

Thence with the north line of said Columbian Heights Addition and the north line of a 14.56 acre tract conveyed to Discon Services, Inc. as described in O. R. Vol. 13, Page 156, N. 79° 55' 19" W. 700.00 feet to a 0.625 inch iron bar set (this bearing is assumed and all other bearings are from angles and distances measured in the field survey.)

Thence N. 10° 04' 41" E. 656.08 feet to a 0.625 inch iron bar set.

Thence N. 25° 12' 30" E. 107.66 feet to a 0.625 inch iron bar set.

Thence S. 79° 55' 19" E. 513.48 feet to a 0.625 inch iron bar set in the west right-of-way line of Hunter Place.

Thence with said west right-of-way line on a curve to the left with a radius of 80.00 feet, an arc length of 102.18 feet, long chord bearing S. 48° 30' 35" E. 95.37 feet to a 0.625 inch iron bar set.

Thence continuing with said west right-of-way line on a curve to the right with a radius of 30.00 feet, an arc length of 44.39 feet, long chord bearing S. 42° 42' 25" E. 40.45 feet to a 0.625 inch iron bar set.

Thence continuing with the said west right-of-way line S. 00° 18' 54" E. 697.27 feet to a 0.625 inch iron bar set passing a 0.625 inch iron bar set in the common line of V. M. S. 2873 and 5245 at 511.60 feet.

Thence N. 79° 55' 19" W. 80.98 feet to the point of beginning.

Containing 12.277 acres more or less.

The above described 12.277 acre tract having 2.029 acres in V. M. S. 2873, 0.397 acres in V. M. S. 5245 and 9.851 acres in Section 36, Town 4, Range 14.

Excepting therefrom the following described real estate situated in the State of Ohio, County of Logan, Township of Lake, being part of Virginia Military Survey 5245 in the City of Bellefontaine and more particularly described as follows:

Beginning at a 0.625 inch iron bar found in the Ludlow Line at the northeast corner of Columbian Heights Addition.

Thence, with said Ludlow Line, N. 9° 16' 39" W. 187.84 feet to a stone found.

Thence with the common east-west line of Virginia Military Surveys 2873 and 5245 S. 82° 44' 20" E. 109.87 feet to a 0.625 inch bar set in the west right-of-way line of Hunter Place.

Thence, with said west right-of-way line S. 0° 18' 54" E. 185.67 feet to a 0.625 inch iron bar set at the projection of the north line of said Columbian Heights Addition.

Thence, along said projection N. 79° 55' 19" W. (this bearing is assumed and all other bearings are from angles and distances measured in this field survey) 80.98 feet to the place of beginning.

Containing 0.397 acres, more or less and being in V. M. S. 5245.

Leaving after exception 11.88 acres, more or less.

Subject to all legal right-of-ways, easements and restrictions of record.

This description prepared from an actual field survey performed in April 1989, by Leslie Geeslin, Surveyor, Rushsylvania, Ohio.

21.100 ACRE LOT DESCRIPTION

The following described real estate situated in the State of Ohio, County of Logan, Township of Lake, being part of Virginia Military Survey 2873 and Section 36, Town 4, Range 14, in the City of Bellefontaine and more particularly described as follows:

Beginning at a 1 inch iron bar found in the east line of the old C.&L.E. Traction Line and in the north line of Jack E. Sickles' 2.58 acre tract as described in D. B. Vol. 362 Vol. 362 Page 380.

Thence with the east right-of-way of Hunter Place N. 82° 07' 58" W. 36.52 feet to a 0.625 inch iron bar set in the east line of Hunter Place right-of-way.

Thence with said east right-of-way N. 00° 18' 54" W. 332.66 feet to a 0.625 inch iron bar set.

Thence continuing with said east right-of-way line on a curve to the left with a radius of 80.00 feet, an arc length of 267.53 feet, long chord bearing S. 06° 07' 06" W. 159.18 feet to a 0.625 inch iron bar set.

Thence with the north line of J. and B. Properties 11.880 acre tract as described in O. R. Vol. 84 Pages 842-845 and the north line of a 1.515 acre detention area N. 79° 55' 19" W. 544.56 feet to a 0.625 inch iron bar set in the west line of Crossroads Business Center passing a 0.625 inch iron bar set in said J. and B.'s northwest corner at 513.48 feet.

Thence with the west line of Crossroads Business Center and the east line of C. C. C. & St. L. R. R. Co. N. 25° 12' 30" E. 797.64 feet to a 0.625 inch iron bar found.

Thence with a south line of said Railroad S. 63° 53' 22" E. 159.16 feet to a 0.625 inch iron bar set.

Thence with another south line of said Railroad N. 26° 02' 38" E. 53.51 feet to a 0.625 inch iron bar set that is 115.51 feet right of tangent Station 815 plus 07.47 of U. S. R. 33.

Thence with another south line of said C. C. C. & St. L. R. R. on a 908.93 feet radius curve to the right, the chord of which measures S. 31° 46' 24" E. 68.08 feet to a 0.625 inch iron bar set at the beginning of a limited access right-of-way for said U. S. R. 33.

Thence with said right-of-way S. 64° 06' 38" E. 544.52 feet to a 0.625 inch iron bar set.

Thence with said right-of-way S. 56° 29' 42" E. 692.02 feet to a one inch iron bar found.

Thence with the north line of B. P. Oil Company's 1.68 acre tract as described in O. R. Vol. 119 Page 364 N. 69° 48' 21" W. 219.10 feet to a 0.75 inch iron bar found.

Thence with the west line of said Company's 1.68 acre tract, and the west line of Bernard Pool's 1.02 acre tract as described in D. B. Vol. 379 Page 820 S. 22° 38' 43" W. 330.55 feet to a 0.625 inch iron bar set.

Thence with said west line of said Pool's 0.88 acre tract as described in D. B. Vol. 220 Page 74, the west line of said Pool's 0.65 acre tract as described in D. B. Vol. 392 Page 860 and the west line of Trio Properties 0.70 acre tract as described in O. R. Vol. 118 Page 990 S. 7° 29' 02" W. 281.06 feet to a 1 inch iron bar found.

Thence with the north line of said Sickles' 2.58 acre tract N. 82° 07' 58" W. (this bearing is assumed and all other bearings are from angles and distances measured in this field survey) 511.76 feet to the place of beginning.

Containing 21.100 acres more or less.

The above described 21.100 acre tract having 17.590 acres in V. M. S. 2873 and 3.510 acres in Section 36, town 4, Range 14.

Subject to all legal right-of-ways, easements and restrictions of record.

DETENTION AREA DESCRIPTION

The following described real estate situated in the State of Ohio, County of Logan, Township of Lake, and being part of Section 36, Town 4, Range 14, in the City of Bellefontaine and more particularly described as follows:

Commencing at an 0.625 inch iron bar found in the Ludlow Line at the northeast corner of Columbian Heights Addition:

Thence with the north line of said Columbian Heights Addition and the north line of a 14.56 acre tract conveyed to Discon Services, Inc. as described in O. R. Vol. 13, Page 156 as well as the south line of J. and B. Properties 11.880 acre tract as described in O. R. Vol. 84 Pages 842-845, N. 79° 55' 19" W. 700.00 feet to a 0.625 inch iron bar set (this bearing is assumed and all other bearings are from angles and distances measured in the field survey) at the true point of beginning.

Thence continuing with said north line N. 79° 55' 19" W. 129.71 feet to a 0.625 inch iron bar set in the east line of the C. C. C. & St. L. R. R. Co., said iron being S. 79° 55' 19" E. 80.21 feet from a 2 inch iron pipe found at the northwest corner of said 14.56 acre tract.

Thence with said C. C. C. & St. L. R. R.'s east line N. 17° 12' 39" E. 96.96 feet to a 0.625 inch iron bar found.

Thence with said east line N. 11° 11' 40" E. 102.04 feet to a 0.625 inch iron bar found.

Thence with said east line N. 11° 16' 51" E. 96.51 feet to a 0.625 inch iron bar found.

Thence with said Railroad's east line N. 18° 11' 21" E. 98.77 feet to a 0.625 inch iron bar found.

Thence with said east line N. 23° 44' 11" E. 98.60 feet to a 0.625 inch iron bar found.

Thence with said Railroad's east line N. 25° 12' 30" E. 281.45 feet to a 0.625 inch iron bar set in the projection of said J. and B. Properties 11.880 acre tract's north line.

Thence with the projection of said north line S. 79° 55' 19" E. 31.08 feet to a 0.625 inch iron bar set at the northwest corner of said J. and B. Properties 11.880 acre tract.

Thence with the west line of said J. and B. Properties tract S. 25° 12' 30" W. 107.66 feet to a 0.625 inch iron bar set.

Thence continuing with said west line S. 10° 04' 41" W. 656.08 feet to the point of beginning.

Containing 1.515 acres more or less.

Subject to all legal right-of-ways, easements and restrictions of record.

Also a 30.00 foot wide easement for purposes of ingress and/or egress to the above described 1.515 acre tract measured perpendicular to and located immediately north and adjacent to the north line of J. and B. Properties 11.880 acre tract as described in O. R. Vol. 84 Pages 842-845 as shown on the Final Plat of Crossroads Business Center.

CROSSROADS BUSINESS CENTER

PROTECTIVE COVENANTS AND DEED RESTRICTIONS

By

Declarants City of Bellefontaine

ARTICLE I PURPOSE.

1.1 The Premises conveyed herein are hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Premises conveyed herein, as well as with the 37.891 acre tract owned by Declarant and referred to herein as "the Property", and each and every parcel conveyed therefrom, to insure proper use and appropriate development and improvement of said premises so as to:

- (a) Increase property values;
- (b) Protect the Owners and tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites;
- (c) Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;
- (d) Insure adequate and reasonably consistent development of the Property;
- (e) Encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function;
- (f) Provide adequate off-street parking and loading facilities;
- (g) Generally promote the welfare and safety of the occupants, tenants and Owners of Building Sites;

ARTICLE II RECITALS.

2.1 The Declarant is the present record title holder of certain real property situate in the County of Logan, State of Ohio, City of Bellefontaine, more particularly described on Page 1 attached hereto and incorporated by reference herein, which land is referred to herein as "the Property".

2.2 Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvement of said Property as a Commercial Park, to be known as Crossroads Business Center.

ARTICLE III DEFINITIONS.

3.1 Definition of terms:

A. "Building Site" shall mean any contiguous plot of land, the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner of said plot of land, other than Declarant. A Building Site may also be established by Declarant by a lease instrument in writing, executed, acknowledged and recorded by the Declarant, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein.

B. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs and any structures of any type or kind.

C. "Declarant" shall mean the City of Bellefontaine, Ohio, its successors and assigns.

D. "Owner" shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may, upon writing notice to Declarant, assign all or part of his rights but not his duties hereinafter to Owner's tenant.

E. "Property Used in Common" shall mean and refer to those areas of the Property devoted to the common use of the owners of all of the Building Sites, including but not limited to median strips, sign areas, street lighting and detention ponds.

ARTICLE IV PERMITTED USES AND PERFORMANCE STANDARDS.

4.1 No noxious or offensive trades, services or activities shall be conducted on any Building Site, nor shall anything be done thereon which may endanger the health of or become an annoyance or nuisance to the Owner, tenant or occupant of other Building Sites within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid or solid waste, smoke or noise.

4.2 Permitted Uses. Building Sites in Crossroads Business Center may be used for any of the following:

- (a) Manufacturing. Except for uses and processes in Section 1145.04 of the Ordinance of Bellefontaine prohibited therein, the manufacturing, compounding, processing, packaging and assembling of products such as:
 - (1) Bakery goods, candy, cosmetics, pharmaceuticals, toiletries and food products; except fish or meat products, sauerkraut, vinegar, yeast and the rendering or refining of fats or oils.
 - (2) Products from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal, except where presses over twenty tons rated capacity are employed, shell, textiles, tobacco, wax, wood, except where saw and planning mills are employed, yarns.
 - (3) Offices, business and professional.
 - (4) Pottery and figurines, using previously pulverized clay, and kilns fired only with gas or electricity.
 - (5) Musical instruments, toys, novelties, rubber or metal stamps and other small rubber products.
 - (6) Electrical and electric appliances, instruments and devices, television sets, radios, phonographs.
 - (7) Electric and neon signs, billboards and other commercial advertising structures; light sheet metal products including heating and ventilating equipment, cornices, eaves and the like.
 - (b) Laboratories. Experimental, firm or testing laboratories, provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.
 - (c) Warehouses. For the storage of merchandise and materials.
 - (d) The Following Uses. Provided no part of a building occupied by such uses shall have any opening other than stationary windows or required fire exits, within 100 feet of any R District in the City of Bellefontaine:
 - (1) Blacksmith, welding or other metal working shop, excluding punch presses over twenty tons rated capacity, drop hammers and other noise-producing machine-operated tools.
 - (2) Foundry, casting lightweight nonferrous metals, or electric foundry not causing noxious fumes or odors.
 - (3) Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
 - (4) Ice manufacturing and cold storage plant; creamery and bottling plant.
 - (e) Other Uses. Any other use that is of the same general character as the above permitted uses, the initial determination thereof to be made by the Architectural Review Committee, all determinations being subject to judicial review.
- 4.3 Prohibited Uses. The following are prohibited:
- (a) General. Any use which is first permitted or is not permitted in the M-2 District.
 - (b) Dwellings, Etc. Dwellings and residences of any kind, including motels and trailer parks or camps, schools, and hospitals; motor vehicle fuel sales.

CROSSROADS BUSINESS CENTER

5.1 Improvement, Generally. No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefor have been approved by the Architectural Review Committee as more fully set forth in Article VI, Paragraph 6.2 of these Covenants.

5.2 Setbacks. Building set back lines and height restrictions on the placement of buildings and structures on Building Sites shall be the same as those required by the zoning ordinances of the City of Bellefontaine for M-1 Districts. Any variation of the above may be done only with the prior written approval of the Architectural Review Committee.

5.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers, visitors and employees. The location, number and size of parking spaces shall be subject to approval by the Architectural Review Committee pursuant to Article VI hereof.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper drainage. All parking lots are to be developed with proper integration of landscape and screening elements as approved by the Architectural Review Committee.

5.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard of a building. Proper integration of landscape and screening elements as approved by the Architectural Review Committee must be provided between any truck loading and receiving area and any street.

5.5 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Building Site outside of the building without proper screening or enclosures as specifically approved by the Architectural Review Committee. Any outside storage is strongly discouraged. Waste and rubbish facilities shall be properly screened or enclosed and shall not be installed, constructed or utilized without prior written approval of the Architectural Review Committee.

No abandoned, inoperable or obsolete machinery, vehicles, trailers or equipment shall be kept on said premises unless within enclosed buildings.

5.6 Landscaping.

A. All Building Sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Building Site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping plans shall also include an underground lawn sprinkling system from the building line to the back of all street curbs. Further, it shall be the responsibility of the Owner of a Building Site to landscape and maintain the area between the lot lines of said Owner's Building Site and the curbs of any public roadways adjacent to such Building Site. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee.

B. All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Building Site; provided, however, if weather conditions permit. If any Owner fails to undertake and complete this landscaping within the time limit previously set forth herein, Declarant may, at its option, after giving the Owner ten (10) day's written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Building Site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from Declarant, said assessment will constitute a lien on the Building Site and may be enforced as set forth in Article VII 7.3 hereof.

C. It is the intent of the Declarant to require a uniform, high quality maintenance of the landscaping. If an owner, tenant or occupant of any Building Site shall fail to maintain a high standard of landscape maintenance, the Declarant may designate a contractor to furnish such services and in such event the owner agrees to enter into a contract with Declarant's designee and shall pay for the landscaping services so provided. Non-payment of said contract may be enforced as a lien on the Building Site pursuant to Article VII, 7.3 hereof.

D. If any Owner, tenant or occupant of any Building Site fails to contract with Declarant's designee for landscaping maintenance of their separate Building Site, Declarant may, in its sole discretion, enter upon the Building Site and undertake such landscaping maintenance. All costs of such landscaping maintenance undertaken by Declarant shall also be assessed against the Building Site upon which said landscaping maintenance is done and failure to pay such assessment shall constitute a lien against the Property, enforceable as set forth in Article VII 7.4 hereof.

5.7 Maintenance.

A. Each Owner of any Building Site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove at his own expense on a weekly basis any rubbish or trash of any character which may accumulate on its Building Site. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

B. Lighting; Landscaping; Utilities. Declarant City of Bellefontaine at its own expense shall provide the following:

- Adequate access to all Building Sites by means of a dedicated paved and curbed public street to be known as "Hunter Place", the same to be divided by a curbed boulevard.
- Landscaping, including grass and attractive shrubbery as approved by the Architectural Review Committee in said boulevard.
- Attractive and adequate street lighting installed with underground wiring along said street as approved by the Architectural Review Committee.
- Adequate water and sewer systems (storm and sanitary). The water system, including a detention pond, shall be sufficient to meet the needs of all Building Site Owners and shall include adequate fire protection with a sufficient number of fire hydrants to service each site.

5.8 Signs. All temporary and permanent signs for a single occupant or for multi-tenant buildings must be submitted for approval by the Architectural Review Board and must also comply with the sign ordinances of the City of Bellefontaine.

Declarant shall construct and maintain an attractive entrance sign at the south entrance to the Crossroads Business Center as approved by the Architectural Review Committee.

5.9 Utility Connections. All utility connections and installations of wires to buildings from main lines shall be made underground from the nearest available power source. No transformer shall be located on any power pole other than existing main line poles nor hung on the outside of any building. All pad-mounted transformers and meters or utility apparatus shall be adequately screened and/or fenced, shall be coordinated with the local utility company and shall receive the prior written approval of the Architectural Review Committee as to location, screening, and fencing in order to carry out the enumerated purposes of these Covenants and Restrictions. The Building Site Owner shall grant such easements as may be reasonably necessary to develop its Building Site and other Building Sites in Crossroads Business Center and generally to provide for utility systems throughout the development.

5.10 Height Restrictions. No building or appurtenances, including, but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other Towers, wireless radio or television masts, or flagpoles shall exceed a height of 60 feet above the finished building grade established by the Architectural Review Committee without the prior written approval thereof.

5.11 On-Site Drainage. Each Building Site Owner shall be required to provide adequate drainage facilities, in accordance with the existing storm system, existing topography and by such methods as may be approved by the Architectural Review Committee. Once established, the drainage system may not be changed by an Owner without the approval of the Architectural Review Committee and the system will be maintained to provide for surface water drainage in accordance with the drainage pattern established.

ARTICLE VI APPROVAL OF PLANS.

6.1 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members shall consist of a representative of AcuSport Corporation or its successor and two additional members to be appointed by the Declarant with the approval of J and B Properties, one of whom, if available to serve, shall be a licensed architect, a landscape architect or a land planner. If such person is not available, some other suitable person mutually agreeable to Declarant and J and B Properties shall be selected. The third member shall be a representative of the Declarant with building experience.

Declarant shall maintain a 51% vote on said committee until such time as all of the real estate, exclusive of property used in common, is sold, whereupon its voting power shall terminate. J and B Properties shall maintain a 49% vote on said committee until such time as the second building site is sold by Declarant, whereupon the buyer of said second building site may appoint a representative as a member of said committee and the 49% vote of J and B Properties shall be adjusted between J and B Properties and the owner of said second building site so that the percentage vote of each shall be in proportion to the number of acres owned by each in said project. As each subsequent Building Site is sold, said 49% vote shall be readjusted in like fashion.

6.2 No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, including materials and colors, signs and landscaping, all exterior lighting, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

6.3 Approval shall be based, among other things, on adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.4 If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including re-submission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article IV hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

6.5 Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and Specifications, and every Owner or tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages.

6.6 All fees for services rendered by the Architectural Review Committee in the approval of plans for the initial building are included in the cost of the land.

All subsequent reviews for additions, and/or alterations after the initial submittal shall be at the Owner's expense, the fees for the same charged by the Architectural Review Committee to be reasonable.

ARTICLE VII ENFORCEMENT.

7.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners of every Building Site on the Property. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee, and as trustee on behalf of all of the Owners of Building Sites and shall be enforced by the Declarant if the Architectural Review Committee determines that enforcement is required. If Declarant fails to so proceed, the Architectural Review Committee may enforce the same.

Each Owner by acquiring an interest in the Property shall appoint irrevocably the Declarant (or in the alternative The Architectural Review Committee) as his attorney-in-fact for such purposes; provided, however, that as a Building Site Owner notified Declarant of a claimed violation of these conditions, covenants, restrictions and reservations and Declarant fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions and reservations herein contained.

Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant or in the alternative The Architectural Review Committee the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied, to recover damages for said violation, or to seek such other remedies as the law affords.

7.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant or in the alternative The Architectural Review Committee.

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7.3 Legal Action.

A. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

B. The failure of the Architectural Review Committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and the Architectural Review Committee shall not be liable therefor.

C. The Architectural Review Committee shall not be held liable for their actions hereunder, whether the same be in exercising any of the powers and rights afforded to them hereunder or for failure to enforce any of the conditions, covenants, restrictions or reservations herein contained. Each purchaser of a Building Site in Crossroads Business Center by accepting a deed to said Building Site fully and completely releases and discharges the Architectural Review Committee from all claims for injuries or damages whatsoever, whether known or unknown, including any further damages in any way growing out of or connected with the actions or inactions of the Architectural Review Committee.

D. Should Declarant or the Architectural Review Committee fail to enforce any of the conditions, covenants, restrictions or reservations herein contain, any owner of a Building Site may proceed to enforce the same by appropriate legal action.

7.4 Enforcement of Maintenance Assessments Lien. The Owner of each Building Site shall within thirty (30) days after the date on which notice of assessment with respect to landscaping maintenance of said Owner's Building Site and maintenance of the Property Used in Common is mailed or delivered, remit the amount of such assessment to Declarant. Any assessment not paid within the aforesaid 30-day period from the date of such notice shall bear interest after said 30-day period at Eighteen (18%) per annum until paid.

All assessments not paid as set forth herein, plus accrued interest shall constitute a lien on the Building Site superior and prior to all other liens and encumbrances, except liens for taxes and assessments and except for a first mortgage lien on the property. To evidence such lien, Declarant shall prepare a written notice ("the Notice") setting forth the amount of such unpaid assessment, the name of the Owner or the reputed Owner of the Building Site. The notice shall be signed by an officer of Declarant and shall be recorded in the Deed Records or Miscellaneous Records in the Office of the Recorder of Logan County, Ohio, after having been mailed not less than thirty (30) days prior to such recording to the Owner or reputed Owner of the Building Site in default. The lien for the unpaid assessment shall attach from the date of recording of the notice and shall be effective for a period of five (5) years thereafter. Any such lien may be enforced by the foreclosure upon the Building Site with respect to which the assessment has not been paid in like manner as a mortgage on real property is foreclosed under the laws of the State of Ohio. In any such foreclosure the Owner of the Building Site which is being foreclosed shall be required to pay the cost, expenses and reasonable attorney's fees in connection with the preparation and filing of the Notice as provided herein and all costs and reasonable attorney's fee incurred in connection with the foreclosure.

Declarant shall have the power to bid in the Building Site being foreclosed upon. Declarant shall notify any mortgagee of the Building Site being foreclosed, if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes its address in writing to the Declarant. Any mortgagee holding a lien on the Building Site may, but shall not be required to, pay any unpaid assessment and upon such payment, such encumbrancer shall have a lien on the area or tract for the amount paid, of the same rank as the lien of Declarant.

The amount of the assessment assessed against each Building Site shall also be the personal and individual debt of the Owner thereof at the time the assessment is made and suit to recover money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same. When the mortgagee of a first mortgage of record or other purchaser acquires title to the Building Site as a result of foreclosure, such acquiror of title, his successors or assigns, shall not be liable for the assessments which become due prior to the acquisition of title to such Building Site.

7.5 Certificate of Compliance. Upon payment of a reasonable fee not to exceed Twenty Dollars (\$20.00) and upon written request of any Owner, mortgagee, prospective Owner, tenant or prospective tenant of a Building Site, Declarant shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any; whether or not the provisions of Article VII hereof relating to right of re-purchase have been exercised or complied with, and setting forth generally whether or not said Owner is in violation of any of the terms and conditions of these Covenants. Said written statement shall be conclusive upon Declarant in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Declarant within a reasonable time, but not to exceed ten (10) days from the receipt of a written request for such written statement. In the event Declarant fails to furnish such statement with said ten (10) days, it shall be conclusively presumed that there are not unpaid assessments relating to the Building Site as to which the request was made, that the Owner has fully complied with the terms and provisions of Article VII hereof, and that said Building Site is in conformance with all of the terms and conditions of these Covenants.

ARTICLE VIII RIGHT OF RE-PURCHASE.

8.1 If construction of any industrial or other approved building is not substantially completed within two years of the date of the conveyance of any tract from Declarant to an Owner, other than Declarant, Declarant shall have the right to re-purchase the Building Site at any time within one hundred eighty (180) days after the expiration of said two-year period upon giving fifteen (15) days prior written notice of its intention to re-purchase to said Owner. The re-purchase price shall be the price paid by the Owner for the Building Site when purchased from Declarant plus reimbursement for any real property taxes paid by Owner relating to the Building Site, less the unpaid balance of any mortgage or deed or trust or other amounts, non payment of which may be assessed as liens against the Building Site. The provisions of this Article may be enforced by an action at law maintained by the Declarant. If Declarant fails to give written notice exercising its right of re-purchase within the one hundred eighty (180) day period aforesaid, said right of re-purchase shall be deemed waived.

ARTICLE IX TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS.

9.1 Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Article IV, paragraph 9.2 hereof.

9.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the Owners of Sixty-Five Percent (65%) of the Property (other than Property Used in Common) subject to these restrictions; provided, however, that during the initial ten (10) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the Deed or Miscellaneous Records of the office of the Recorder of Logan County, Ohio.

ARTICLE X MISCELLANEOUS.

10.1 No Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

10.2 Owner's Liability Subsequent to Sale. Upon sale of a Building Site, the Owner so selling shall not have any further liabilities for the obligations thereon which accrue against the Building Site sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration of Protective Covenants. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site nor modify Declarant's right or re-purchase pursuant to Article VII hereof, and any subsequent owner shall have only the time remaining, if any, to comply with Article VIII.

10.3 Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Building Sites located within the Property, and their respective heirs, successors, personal representatives and assigns.

10.4 Notice. Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows. If intended for a Building Site Owner: (1) to the address of the Building Site if improved; (2) if the Building Site is not improved, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

10.5 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XI CODIFIED ORDINANCES OF BELLEFONTAINE.

The approval process herein provided is not intended to supercede any applicable existing or future ordinances of the City of Bellefontaine and each Owner must comply with the applicable ordinances of Bellefontaine concerning the use and improvement of a Building Site. Approval by the Declarant or the Architectural Review Committee as provided by these Covenants shall not be construed as a representation that said approval will comply with the then existing ordinances of Bellefontaine.

ARTICLE XII INCLUSION IN FUTURE DEEDS.

Grantee, and Grantee's respective heirs, successors, personal representatives, successors and assigns hereby agree to and shall recite all of these Protective Covenants and Deed Restrictions or incorporate the same by reference in all future instruments conveying said premises, the Building Site or any part of the Property.

Grantor-Declarant and its successors hereby agree to include these Protective Covenants and Deed Restrictions in all future deeds involving all or any part of the Property.

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