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DECLARATION OF PROTECTIVE COVENANTS

POLARIS Centers of Commerce(R)

August 20, 1992

DELAWARE COUNTY, OHIO
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EXHIBIT D

DECLARATION OF PROTECTIVE COVENANTS ESTABLISHING RESTRICTIONS, RESERVATIONS, CONDITIONS, COVENANTS, EASEMENTS, RIGHTS-OF-WAY, CHARGES, ASSESSMENTS, AGREEMENTS, OBLIGATIONS, RIGHTS, USES AND PROVISIONS

This Declaration is made as of August 20, 1992 by N.P. Limited Partnership, an Ohio limited partnership, (hereafter sometimes referred to as "Declarant").

INTRODUCTION

Declarant is the developer of the POLARIS Centers of Commerce and is the owner of the real property consisting of 1026 acres, more or less, situated in the County of Delaware, State of Ohio and in the City of Columbus and described in Exhibit "A" attached hereto. Other property located within the POLARIS Centers of Commerce but previously conveyed by Declarant is described in Exhibits "B", "C", "D" and "E" attached hereto (the "Conveyed Tracts"). The Conveyed Tracts, as evidenced by prior agreement between Declarant and the respective Owners of the Conveyed Tracts, are intended to be subject to these Protective Covenants. It is anticipated that seperate documents for each of the Conveyed Tracts specifically providing for the acceptance of these Protective Covenants will be duly recorded in the Delaware County Recorder's Office. The tracts of land described in Exhibits "A", "B", "C", "D" and "E" are herein collectively referred to as the "Real Property."

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of all the Real Property and of the Persons who are now or may hereafter become Owners, Tenants, Subtenants or Occupants of any of said parts thereof, the Declarant executes this Declaration for the purpose of subjecting the Real Property to all and each of the following restrictions, reservations, conditions, covenants, easements, rights-of-way, charges, assessments, agreements, obligations, rights, uses and provisions, all sometimes referred to herein as "Protective Covenants", which are for the mutual benefit and protection of, and shall be enforceable by, the Declarant, all and any of the present and future Owners, Tenants, Subtenants and Occupants of any of the Real Property. Declarant hereby declares that the Real Property shall be held, sold and conveyed subject to these Protective Covenants which shall run with the Real Property and shall be binding on the Real Property for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument properly executed and approved in accordance with the provisions of this Declaration of Protective Covenants has been recorded in the Office of the Delaware County Recorder, Delaware County, Ohio, acting to change, modify, or terminate these Protective Covenants in whole or in part.

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ARTICLE ONE
DEFINITIONS

The following terms, as hereinbefore and hereinafter used in this Deed of Protective Covenants, shall have the following meanings unless the context otherwise requires:

Section 1. "Applicant" means an Owner, Tenant, Subtenant, or Occupant of a Building Site(s) that desires to construct or alter Improvements thereon and accordingly is required pursuant to the terms of these Protective Covenants to submit an application and certain other submittal data to the Design Review Committee for its review and approval prior to commencing construction of such Improvements.

Section 2. "Articles" and "Articles of Incorporation" means the Articles of Incorporation filed with the Office of the Secretary of State of the State of Ohio to create the Association as the same may be lawfully amended from time to time.

Section 3. "Assessments" means the periodic charges, both regular and special, levied on and collected from the Owners, Tenants, Subtenants or Occupants by the Association or the Developer or its successors and assigns, pursuant to the authority granted herein.

Section 4. "Association" means the Polaris Owners Association, Inc., a not-for-profit corporation formed by the Developer and organized under the laws of the State of Ohio to enforce and administer the Protective Covenants (except to the extent the Developer has specifically reserved the right to enforce and administer the same, in which case the Association shall not be charged with such responsibility until such time as the Developer has assigned the responsibility for the same over to the Association), and to generally care for and maintain the Common Property.

Section 5. "Board of Trustees" means those Persons who, as a group, administer the affairs of the Association and serve as its Board of Trustees, all in accordance with the Articles and the Code of Regulations.

Section 6. "Building" means a roofed and walled Structure and all projections and extensions thereof which are an integral part of the Structure.

Section 7. "Building Line" or "Building Lines" means the minimum distance which a Building and outbuilding shall be set back from the Property Line or Right-of-Way, Common Property or Interchange Property.

Section 8. "Building Site" means a parcel of real estate located within the Polaris Centers of Commerce consisting of either a lot, portion of a lot, contiguous lots, or portion of contiguous lots, as applicable, but does not include Rights-of-Way, Common Property or Interchange Property.

Section 9. "City" means the City of Columbus.

Section 10. "Code of Regulations" means the Code of Regulations governing certain activities and procedures of the Association and its Board of Trustees as it may be lawfully amended from time to time.

Section 11. "Common Expenses" means all expenses incurred by the Association (or the Developer to the extent applicable) in owning, administering and maintaining the Common Property and the Interchange Property, providing certain maintenance and other services to the Owners, Tenants, Subtenants and Occupants as required by these Protective Covenants, and conducting its affairs and generally discharging the duties and obligations imposed upon it by these Protective Covenants. In no event shall Common Expenses include the initial cost of constructing or installing or developing any Common Property, the Interchange Property, or Common Signage.

Section 12. "Common Property" means those portions of the Real Property and all Improvements thereon and appurtenances thereto, which are now or may hereafter be owned or leased by the Association and intended for the collective benefit and use of the Owners, Tenants, Subtenants and Occupants of the Real Property. The Common Property includes, without limitation, reserves for the median of Polaris Parkway and any other public street(s), and Common Signage reserves.

Section 13. "Common Signage" means any signage located or to be located upon Common Property, which signage generally identifies Polaris Centers of Commerce, or is otherwise intended to benefit collectively the Owner, Tenant, Subtenant, and Occupants of Building Sites at Polaris Centers of Commerce. In no event shall Common Signage include individual signage for any specific Owner, Tenant, Subtenant or Occupant of any Building Site.

Section 14. "Design Guidelines" means all of those guidelines and standards prepared by the Developer and its representatives (as amended from time to time as set forth in Article Four, Section Three herein), and issued to the Design Review Committee describing and dictating the general considerations which must be undertaken by Owner, Tenant, Subtenant and Occupant in preparing and submitting an application for the construction of Improvements on or within any given Building Site, which standards and guidelines will be generally followed by the Design Review Committee in reviewing and approving or disapproving any such application. The Design Standards generally describe and incorporate specific requirements relating to Building Site maintenance, tree preservation, irrigation, landscaping, set back requirements, lot splits, general architecture, treatment of mechanical equipment, Service Areas and dumpsters, exterior building materials, colors, window treatments, outdoor furnishings, curb cuts, driveways, walkways, lighting, signage, etc. The same may be amended by the

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Developer or the Design Review Committee as set forth in Article Four, Section Three herein; provided however, the same shall not be amended in such a manner so as to conflict with the terms and conditions of these Protective Covenants without complying with Article Sixteen (16) herein.

Section 15. "Design Review Committee" means the entity responsible for conducting the Design Review Process and in certain limited instances, as specifically set forth herein for administering certain aspects of the Protective Covenants. Until assignment of such responsibilities in the manner provided in Article Three herein, members of the Design Review Committee shall be appointed by the Developer.

Section 16. "Developer" means N.P. Limited Partnership or any successors in interest to N.P. Limited Partnership that acquire title to substantially all of the Undeveloped Ground owned by the Developer.

Section 17. "Improvement" or Improvements" means structures and construction of any kind, whether above or below the land surface, such as but not limited to Buildings, out-buildings, roads, streets, driveways, sidewalks, retaining walls, water lines, sewers, all electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings, barriers, signs, landscaping, and any Structure of any type or kind.

Section 18. "Interchange Property" means the real property owned by the State of Ohio upon which the actual Interchange connecting Interstate 71 and Polaris Parkway has been constructed.

Section 19. "Lakes" means all those Ponds and Lakes designed and constructed within the Real Property, but not including inadvertent temporary accumulation of ground water caused by rainfall which temporarily exceeds the drainage capacity of the ground drainage system.

Section 20. "Landscape Master Plan" means the Master Plan for the Landscaping of Polaris Centers of Commerce as prepared by the Developer and as amended from time to time.

Section 21. "Occupant" or "Occupants" means any Person claiming rights to possession of a Building Site or part of a Building Site through an Owner, Tenant, Subtenant, or the Developer.

Section 22. "Opacity" means impervious to light, or as applicable, the measure of light which cannot pass through.

Section 23. "Owner" or "Owners" means any Person that acquires fee simple title to a Building Site. For the purpose of this definition, a ninety-nine (99) year lease renewable forever shall be deemed to constitute fee simple title.

Section 24. "Parking and Paving Setback Lines" means the minimum distance which parking spaces or paving shall be set back from the Property Line or Right-of-Way line, as applicable.

Section 25. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 26. "Plans" means diagrams, outlines, or drawings reciting the specific descriptions of the various Improvements intended to be constructed upon a Building Site or Building Sites.

Section 27. "Ponds" means all those Lakes and Ponds designed and constructed within the Real Property, but not including inadvertent temporary accumulation of ground water caused by rainfall which temporarily exceeds the drainage capacity of the ground drainage system.

Section 28. "Property Line" or "Property Lines" mean a line bounding the perimeter of a Building Site.

Section 29. "Real Property" means approximately 1152.7 acres of real property comprising all of the land located at POLARIS Centers of Commerce and described in Exhibits "A", "B", "C" and "D" attached hereto together with any and all appurtenant easements and/or Rights-of-Way running therewith.

Section 30. "Right-of-Way" or "Rights-of-Way" means the existing or proposed public Rights-of-Way for vehicular and/or pedestrian traffic located within Polaris Centers of Commerce and as dedicated or to be dedicated to the City.

Section 31. "Setback" means distance as measured from a Right-of-Way or Property Line.

Section 32. "Specification" means technical description of materials, procedures and performance.

Section 33. "Structure" or "Structures" means an Improvement constructed upon any portion of the Real Property, including a Building but not including parking areas, curbs, walkways, driveways, underground Improvements, or other items not actually rising above the level of the ground.

Section 34. "Subtenant" means any Person entitled to possession of any portion of the Real Property or Improvements thereon pursuant to a contract with the Tenant thereof.

Section 35. "Tenant" means any Person entitled to possession of any portion of the Real Property or Improvements thereon pursuant to a contract with the Owner thereof.

Section 36. "Undeveloped Ground" means any Building Site for which no Building permit has been issued.

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ARTICLE TWO
GENERAL CHARACTER AND PURPOSES

The purpose of these Protective Covenants is to insure insofar as possible that the POLARIS Centers of Commerce will be developed and maintained in accordance with high standards appropriate to the various land uses established within POLARIS Centers of Commerce. The general goal is to create and maintain efficient operation, maximum values and prosperity for the enterprises located within POLARIS Centers of Commerce. More particular goals include (i) excellence of design, both of land use planning, site development and building; (ii) ease of access for employees and customers; (iii) compatibility of adjacent uses; (iv) effective and restrained signage; (v) outstanding landscaping, both design and maintenance; (vi) well designed lighting and (vii) adequate parking. These specific goals reflect conditions at the time these Protective Covenants were drafted in 1992. It is acknowledged that changing conditions and values may cause the list to be expanded and/or modified as appropriate to meet future standards of excellence.

To help achieve the goal these Covenants provide for the establishment of a Design Review Committee and a Property Owners Association. The latter will assess property owners in an equitable manner as provided in Article Nine herein to provide funds to operate both the Design Review Committee and the Association, enforce the Covenants and maintain common areas which will include the POLARIS Interstate 71 interchange lands, medians in public roadways and other Common Property that provides enhancement of value for POLARIS Centers of Commerce.

ARTICLE THREE
DESIGN REVIEW COMMITTEE

Section 1. Establishment of Design Review Committee. There is hereby established a Design Review Committee. The Design Review Committee is, and shall remain, the agent and committee of the Developer until such time as the Developer assigns over unto the Association the right to appoint members to the Design Review Committee, as more particularly set forth in this Article Three, Section Four below, at which time the Design Review Committee shall automatically become, and thereafter be, the agent and committee of the Association.

Section 2. Composition of Design Review Committee. The Design Review Committee shall be composed of such Persons as the Developer shall initially determine and appoint (or as may thereafter be appointed by the Developer or the Association in the manner set forth in this Article Three, Section Four below).

Section 3. Duties and Authority of Design Review Committee. The Design Review Committee shall have (and hereafter does have) the power and authority to generally review and approve (or disapprove) any applications for construction of Improvements of or within any Building Site; provided, however, the Design Review Committee shall, in exercising such power and authority, follow and generally comply with the terms and conditions of these Protective Covenants, and the Design Guidelines. In this respect, the Design Review Committee shall have full power and authority to:

(A) Establish the procedures by which meetings of the Design Review Committee will be conducted;

(B) Amend or modify the Design Guidelines in accordance with the provisions of these Protective Covenants;

(C) Generally conduct the review and approval process as set forth within Article Five of these Protective Covenants;

(D) Enforce the Design Guidelines and these Protective Covenants to the extent specifically authorized or set forth herein; and

(E) Do any and all other acts and things necessary or proper in the furtherance of these Protective Covenants and the Design Guidelines.

Section 4. Appointment of Members to Design Review Committee. Initially, the Developer shall appoint all of the members of the Design Review Committee, and shall thereafter continue to appoint (or replace) all of the members of the Design Review Committee until such time as the Undeveloped Ground constitutes less than ten percent (10%) of all the Building Sites located within POLARIS Centers of Commerce, including any additional property hereafter added to POLARIS Centers of Commerce pursuant to the application of Article Fourteen (14) herein. Thereafter, the Association shall appoint (and reappoint) the members of the Design Review Committee, and as set forth within Section One above of this Article Three, the Design Review Committee shall, automatically upon the occurrence of such event, cease to be the agent and committee of the Developer, and thereafter immediately and automatically become the agent and committee of the Association. For the purpose of determining whether the percentage limitation described above has arisen or occurred, the calculation shall be made by determining the quotient obtained by dividing the acreage of Undeveloped Ground by the aggregate acreage contained within all of the Building Sites located within POLARIS Centers of Commerce.

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Section 5. Release of Liability of Design Review Committee for Failure of Plans or Specifications to Meet City Code Requirements or Otherwise. Approval of submissions by the Design Review Committee is not intended and does not create any warranty (express or implied) by the Design Review Committee, Developer, or the Association that the various submissions, including Plans and Specifications are in any way satisfactory for the substantial completion of construction of the intended Improvements, nor does the same in any way assure that such Plans and Specifications comply with the applicable City codes, or will result in the Applicant receiving the required approvals of City Officials. Specifically, neither the Design Review Committee nor the Developer or the Association shall have any liability for defects in the construction of Improvements arising as a result of the use of approved submissions, including the approved Plans and Specifications, nor shall the Design Review Committee, Developer, or Association have any liability for the failure of the Applicant, Owner, Tenant, Subtenant or Occupant to obtain all of the required approval of the City officials. In this respect, by submitting an application, the Applicant, including the applicable Owner, Tenant, Subtenant and/or Occupant agree to the same, and by such submission do waive any claims against the Design Review Committee, Developer, or the Association as the same may arise or result from their respective review and/or approval of submissions, Plans and Specifications, or other submittal data. It is the intent of this paragraph to firmly establish the responsibility of the Applicant, Owner, Tenant, Subtenant and/or Occupants to undertake full responsibility for the adequate preparation of submittal data, including Plans and Specifications, and to obtain all required approval of City officials and to meet all applicable City code requirements.

Section 6. General Release of Liability of Design Review Committee. The Design Review Committee, Developer, and/or Association shall not be liable in damages or otherwise to anyone submitting an application for approval or to any Owner, Tenant, Subtenant or Occupant of a Building Site by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such application, provided the Design Review Committee, Developer and/or Association, as applicable, acted in good faith in taking any such action (or failing to so act). In this respect, every Person who submits an application to the Design Review Committee for approval agrees, by submission of such application, and every Owner, Tenant, Subtenant or Occupant of any Building Site agrees, by acquiring title or interest therein or thereto, that such Person (including but not limited to any Owner, Tenant, Subtenant or Occupant) will not bring any action or suit against the Design Review Committee, Developer, and/or Association relating to the same, and hereby waive and release the Design Review Committee, Developer, and/or Association from any liability arising from mistakes in judgment, negligence, or non-feasance, provided the Design Review Committee, Developer and/or Association, as applicable, acted in good faith in taking the actions (or failing to act) giving rise to such claims.

Section 7. Indemnification of Design Review Committee. At such point in time when the Design Review Committee becomes the agent and committee of the Association as more particularly described in Section One and Section Five above of this Article Three, then the Association shall thereafter indemnify and hold harmless the Design Review Committee, and its members, from any claims, actions, suits, or damages instituted or threatened against the Design Review Committee, or to which the Design Review Committee may be a party arising out of actions or inactions of the Design Review Committee or its members in their capacity as such, whether such claims, suits, actions or proceedings are brought by on behalf of third parties or by or on behalf of Owners, Tenants, Subtenants or Occupants, except to the extent the same are the result of the gross negligence or intentional wrongdoing of the Design Review Committee or its members. In the event of any of the situations described above, and not by way of limitation, the Design Review Committee shall be entitled to periodic advances from the Association to pay attorney fees and other expenses as they are incurred.

ARTICLE FOUR
DESIGN GUIDELINES

Section 1. Establishment of Design Guidelines. In order to supplement and further define various elements of these Protective Covenants, the Developer will issue a set of Design Guidelines. To the extent there exists or arises a conflict between these Protective Covenants and the Design Guidelines, the terms and conditions of these Protective Covenants shall be superior and shall be binding over the terms and conditions of the Design Guidelines.

Section 2. Purpose of Design Guidelines. The Design Guidelines will set forth and explain the particular standards and procedures pertaining to the development of the Improvements within POLARIS Centers of Commerce. The intention of the Design Guidelines is to create well designed Building Sites, maintain consistent architecture with compatible use of colors and building materials, and provide a codification of the procedures relating to the Design Review Process as described in Article V herein.

Section 3. Amendment to Design Guidelines. The Design Review Committee may from time to time amend, change or modify the Design Guidelines provided such Design Guidelines shall be in conformity with the spirit and intent of these Protective Covenants.

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ARTICLE FIVE
DESIGN REVIEW PROCESS

Section 1. General Procedures. No Improvement of any kind shall be installed, erected, placed, assembled, altered or permitted to remain on any Building Site until and unless its proposed use and the Plans and Specifications for construction of the same showing the architectural design, material, exterior graphics, landscaping, paving Plans, curbing and parking have been first approved in writing by the Design Review Committee. Approval or disapproval shall be based, among other things, on conformity and harmony of the use, Plans and Specifications with the Design Guidelines, these Protective Covenants, adjacent buildings, and conformity of the same to the general character of POLARIS Centers of Commerce as described in Article Two hereof. Nothing contained herein shall be construed to require approval of any interior modifications to an existing Structure which do not alter the exterior appearance.

Section 2. Failure of Design Review Committee to Act. Failure to approve or disapprove any submission or resubmission within thirty (30) days from the date on which submission or resubmission was received by the Design Review Committee (the "Review Period") shall constitute approval of the same unless the same is the result of a clerical or ministerial error of the Design Review Committee discovered within thirty (30) days after the Review Period and the Design Review Committee within thirty (30) days after the Review Period notifies the Applicant of its approval or disapproval.

Notwithstanding anything to the contrary contained herein, after the expiration of one year from the date of issuance of the first Certificate of Occupancy allowing and permitting occupancy of the Building said Improvements shall, in favor of future purchasers and mortgagees in good faith and for value, be deemed to be in compliance with all provisions of these Protective Covenants relating to the approved (or deemed approved) Plans and Specifications, unless actual notice of such noncompliance executed by the authorized representative of the Design Review Committee, the Developer and/or the Association, shall appear of record in the Office of the Delaware County Recorder, Delaware County, Ohio, (which instrument must name the fee simple owner of the real property in question so to assure the same appears in the "chain of title") or unless legal proceedings have been instituted to enforce compliance with these Protective Covenants or the Design Guidelines in a court of competent jurisdiction located in Delaware County, Ohio. Such passage of time shall not be deemed to permit any use not specifically approved by the Design Review committee unless such use has been open, continuous and notorious for a minimum of one (1) year.

ARTICLE SIX
RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Uses. All Building Sites are to be used for offices, motels, hotels, retail, and other uses as approved by the Design Review Committee consistent with these Protective Covenants.

Section 2. Pollution, Noise and Nuisances. No use shall be permitted or maintained on any portion of the Real Property herein conveyed which may cause, produce or contribute to any of the following:

(A) Except with respect to traffic which transgresses the Interchange Property, noise that, because of excessive or unusual volume, duration, intermittence, beat, frequency or shrillness, is objectionable to Owners, Tenants, Subtenants or Occupants of other portions of the Real Property;

(B) Noxious, toxic or corrosive fumes or gases, or excessive smoke, dirt or dust emission;

(C) The attraction of flies, bugs or insects;

(D) Noxious odors, glare, vibration, radiation, or liquid wastes.

Section 3. Streets and Driveways. All streets, driveways, and parking areas shall be constructed pursuant to applicable City code, and shall be paved with a hard surface material such as pavers, asphalt or concrete, and, unless specifically waived by the Design Review Committee, shall be bordered by curbs or combination curb and gutter.

Section 4. Sidewalks, and Pedestrian Pathways. Sidewalks or asphalt pedestrian pathways may be required. Easements or Rights-of-Way will be reserved by the Developer or the Association relative to the same, as provided in Article Seven herein.

Section 5. Fences, Walls, and Barriers. No fence, wall, hedge, barrier, or mass planting shall be erected, installed or permitted to remain on a Building Site without the prior written approval of the Design Review Committee.

Section 6. Lighting. All lighting must be down cast to reduce spillage off of the Building Site. Uplighting may be used to light Landscaping and Buildings if placed in a concealed source and approved by the Design Review Committee.

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Section 7. Outside Storage and Equipment. No materials supplies, equipment or products shall be stored or permitted to remain on any portion of a Building Site outside a permanent Structure without the prior written approval of the Design Review Committee. Outside storage shall be permitted only where such storage is totally screened from view by a permanent wall, barrier, or other appropriate permanent screen, and confined to locations approved by the Design Review Committee. The provisions hereof shall apply also to the bulk storage of all liquids, including fuel oil and petroleum products, and air-conditioning equipment. All screening is to be compatible with specific Building designs on its Building Site and as approved by the Design Review Committee in accordance with the Design Guidelines. This provision shall not be applicable to the materials, equipment and supplies stored in relation to and as a part of the construction of the permanent Structures upon each parcel, which materials, equipment and supplies shall be removed immediately upon completion of construction.

Section 8. Waste and Refuse; Service Areas. All waste materials or refuse, combustible and non-combustible, shall be stored and maintained in closed containers. All service and dumpster pads shall be concrete and all dumpsters shall be fully screened from view by landscaping or walls. All Service Areas including loading docks, and trash containers should be totally screened from view with the same materials used on the Building walls or by use of extensive landscaping to soften their impact upon the surrounding environment.

Section 9. Loading Spaces. Sufficient loading and unloading places shall be provided for on each Building Site to assure that all loading and unloading of vehicles shall be conducted entirely upon such Building Site. The Buildings and Improvements shall be so designed in a place upon the Building Site and the loading facilities shall be so constructed so that motor vehicles, whether rear loading or side loading, may be loaded or unloaded at any loading dock or door or loading area, without extending beyond the Property Line.

Section 10. Outdoor Furnishings. Any miscellaneous items in areas visible to the general public such as benches, planters, sculpture, etc. shall be durable and compatible with the surroundings as determined by the Design Review Committee.

Section 11. Outdoor Sales. No outside sales or vending machine areas shall be allowed without the written consent of the Design Review Committee. In this respect, no banners, flags or other type of graphic or advertising may be displayed on any Building Site without approval of the Design Review Committee.

Section 12. Landscaping. A minimum of 1.5% of the total cost of the Improvements to be constructed on a Building Site shall be spent for landscaping. Each Building Site shall be landscaped in accordance with the Landscape Master Plan as such may be established for certain areas as a part of the Design Guidelines.

Section 13. Clearing, Drainage and Grading. Materials resulting from clearing, grubbing and demolition operations, and all other debris, shall be promptly removed from the Building Site.

Section 14. Tree Preservation. Special attention shall be paid to preserving as many mature trees as possible. Trees which are to remain shall be adequately protected from damage or destruction by suitable boxing, barricades or fencing during the building process. Stockpiles of earth will not be permitted within branch spread. Burning shall not be allowed where damage to trees could result.

Section 15. General Signage Requirements. All free standing signs in the development shall be of a "ground hugging nature" except that signs for large acreage sites may be up to ten feet high if approved by the Design Review Committee. All signs shall be designed, erected, altered, reconstructed, illuminated, located, moved and/or maintained, in whole or in part, in accordance with the provisions set forth in these Protective Covenants and the Design Guidelines.

Section 16. Maintenance of Signage. Signs which no longer serve the purpose for which they were intended, which have been abandoned, or which are not maintained properly, shall be promptly removed or maintained. Owners must do so within seventy-two (72) hours of written notice to do so by the Design Review Committee, the Developer, or the Association, as applicable. In the event of non-compliance, the Design Review Committee, Developer, or Association, as applicable, may have the sign removed or maintained at the expense of the Person, who erected such sign or on whose Building Site it was erected, affixed, or attached.

Section 17. Temporary Signage. Only one temporary sign shall be allowed per Building Site, and no temporary signage shall be allowed without the approval of the Design Review Committee. All temporary signs shall be removed from the Building Site within seven days after substantial completion of construction of the Improvements.

Section 18. General Parking Requirements. No parking will be permitted on public or private streets. All Owners will provide parking located entirely within the applicable Building Site adequate for all requirements of their employees, tenants, visitors, customers, etc. Failure to do so followed by written notice by the Design Review Committee, Developer, or Association, shall initiate a seven (7) day period within which the Owner must submit a written explanation of the failure and a detail program to resolve future occurrences of the problem. In the event that two subsequent events occur and written notice is given of failure to comply, the Owner may be required to post a bond for each car most recently documented to have been parked offsite due to non-availability of onsite parking. These funds shall be used at the discretion of the Design Review Committee or the Association as applicable to provide adequate parking.

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Section 19. Lawn Maintenance. All Building Sites except those for which a Building permit has been issued and construction has commenced and is continuing shall be maintained by the Owner so as not to present an unsightly appearance. Turf grass shall be mowed in order to maintain a height less than four inches (4") within twenty-five feet (25') of a curb line. Upon completion of construction, all Owners shall maintain the lawn and landscaping up to the curb line within the Right-of-Way adjacent to the Building Site.

Section 20. General Maintenance. All Improvements shall be maintained in good condition. Each Owner, Tenant, Subtenant and Occupant, including the Developer herein as to the premises retained by it, shall carefully maintain their respective property, including but not limited to the mowing of grass regularly, and shall carefully maintain all Buildings and Improvements thereon, of whatever nature, in a safe, clean and wholesome manner and in first-class condition and repair at all times. By way of example and not by way of limitation, all exterior painted surfaces shall be maintained in first-class condition.

Section 21. Setback Requirements. Area, yard and height requirements shall conform to all requirements of the City zoning ordinances, other governmental requirements and platting designations. Further, no Building or parking or pavement shall be placed within the following minimum Setback areas:

SETBACK REQUIREMENTS

Street Name	Building	Parking and Pavement
Polaris Parkway	50'	50'
Gemini Parkway	50'	30'
Sancus Blvd.	50'	30'
S. Old State Rd.	40'	40'
Worthington Rd.	40'	40'
Lazelle Road	40'	40'

Section 22. Roof Structures. All mechanical equipment on the roof shall be shielded or screened from observation, except as permitted by written consent of the Design Review Committee. Such shielding or screening shall be in harmony with the walls of the Structure.

Section 23. General Architecture. Buildings should be designed to be seen from three hundred sixty degrees (360°), and in this respect except as permitted by written consent of the Design Review Committee, there must not be a higher quality of design on the front of the Building than the back or sides of the Building. There must be a consistency of quality around the

entire perimeter. Building additions, whether attached or detached, shall be of similar or compatible design and materials. All additions shall be approved by the Design Review Committee.

Section 24. Mechanical Equipment. Any external mechanical equipment should be totally screened from view with materials that are similar to or the same as used on the majority of the Building or if screened by Landscaping the same shall provide one hundred percent (100%) Opacity, and be specifically approved by the Design Review Committee. This would include any satellite dishes, as well as ground mounted mechanical equipment. The screening of the mechanical equipment must be coordinated with the rest of the architecture so as to avoid being seen as an "add-on".

Section 25. Exterior Building Materials. All exterior building materials must reflect reasonable excellence of quality in accordance with generally accepted design standards for premier commercial locations.

Section 26. Window Treatment. All Buildings of more than two stories shall have controls placed on the treatment of related exterior windows as follows for a uniformity in appearance:

(A) Blinds, if visible to the exterior, shall be of the same design throughout;

(B) Drapes, if visible to the exterior, shall be of uniform exterior appearance throughout; and

(C) Window treatment must be installed within thirty (30) days of the date of issuance of an occupancy permit.

Section 27. Right To Resubdivide. Once a Building Site has been purchased or leased from the Developer, such real estate shall be considered as a single unit; and it shall not be resubdivided without the prior written approval of the Developer; provided, however, at such time as the Developer is required to assign over unto the Association the right to appoint the members of the Design Review Committee, the same shall also automatically act to assign the approval set forth within this Section over unto the Association.

Section 28. Temporary Facilities. Temporary offices, storage sheds, trailers, restrooms, barricades, fences and the like, will be permitted as are necessary during the construction period of the Improvements. Such facilities shall be placed upon the Building Site as inconspicuously as possible so as not to be an inconvenience or eyesore to the Developer, other Owners, Tenants, Subtenants or Occupants, or the general public. The location of all temporary facilities shall be subject to the approval of the Design Review Committee.

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Temporary personnel parking areas and access roads for use during the construction period shall be provided as a first priority of the construction process and maintained by the Owner in a neat and orderly manner. Temporary personnel parking areas shall be gravel and developed within the Building Site. The temporary personnel parking areas and access roads must include provisions to preclude tracking of dirt and stone onto adjacent roads and drives. Any material tracked onto adjacent roads and drives shall be promptly cleaned up. Failure to do so within twenty four (24) hours of written notice shall result in clean up by the Developer at the expense of Owner. No on-street parking will be permitted even during the construction period.

Temporary facilities shall be removed promptly as each becomes no longer required and the area which each facility occupied completely cleaned of all debris, dressed and shaped neatly and temporarily grassed as required to stabilize the soil. No temporary facilities shall remain for more than fourteen (14) days after the date of substantial completion of construction of the Improvements for which they were used unless written permission is granted by the Design Review Committee.

Section 29. Irrigation. The Design Review Committee reserves the right to require Owners to install inground irrigation systems at the expense of the Owner to irrigate the portion of the Building Site visible to the Right-of-Way.

Section 30. Miscellaneous. Except during the course of construction of the Improvements, no boats, trailers, campers, buses, trucks, or other large or unusual vehicles which are visible to the Right-of-Way shall be parked or stored on any portion of a Building Site outside of a Permanent Structure for more than seventy-two (72) hours without the prior written approval of the Design Review Committee. The location of a parking area on a Building Site for the parking of trucks or other large or unusual vehicles owned and used by an Owner or Occupant of a Building Site in the course of its business shall be subject to the approval of the Design Review Committee. Such approval may be conditioned upon, inter alia, the installation and maintenance of screening from adjacent Building Sites. No Structure of a temporary character, trailer, storage Building, storage shed, tent, shack, garage, barn, or other outbuilding shall be permitted upon any portion of the Real Property, except during the course of construction of the Improvements as more particularly set forth in Section Twenty-Eight (28) of this Article Six.

ARTICLE SEVEN
RESERVATION OF EASEMENTS

Section 1. Reservation Of Easements for Utilities. The Developer specifically reserves the exclusive right at any time hereafter to grant easements, Rights-of-Way or consents over, under and across any ground lying between the Right-of-Way line and/or Property Line and the Parking and Paving Setback Lines as established in this Deed of Protective Covenants for the following purposes:

(A) For the construction, operation and maintenance of electric, telephone, water, gas or sewer, pipes, conduits, lines or systems to the subject property or other portions of the Real Property; and/or

(B) To enable any other public utility to serve the subject property or other portions of the Real Property; and/or

(C) For purposes of ingress and egress to service and maintain such utilities.

Such easements, Rights-of-Way or consents may be granted by the Developer across, through, under, or upon any private or public streets, driveways, landscaped areas or paved areas which are now existing or which may hereafter be established in said Parking and Paving Setback Lines areas. All such utilities and facilities shall be located underground (except for incidental above ground appurtenances) and shall not impair the use and enjoyment of the Building Site by its Owner, Tenants, Subtenants or Occupants. The grantee of any such easement shall obtain the consent to such easement of the Owners of the affected Building Sites, which consent shall not be unreasonably withheld or delayed.

Should any public utility company, governmental body or Person require such an executed easement, Right-of-Way or consent by any Owner, Tenant, Subtenant or Occupant in addition to that executed by Developer, then such Owner, Tenant, Subtenant or Occupant does hereby covenant and agree, by the acceptance of a deed, lease or sublease, and for itself, himself, herself, themselves, and their respective heirs, successors and assigns, individually and jointly, to execute the same upon the request of Developer herein.

In the event Developer grants to a utility, governmental body, or Person the right to locate its transmission lines or mains or other facilities under any landscaping, curbing, signage, driveway, parking area, fence or walkway, such easement shall provide that the utility, governmental body, or Person shall repair and restore any damage to same occasioned by the installation, relocation, maintenance or repair of such facilities to its pre-existing condition.

Under no circumstances shall the authority reserved to Developer in this Article Seven regarding the future grant of

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easements be construed to allow the grant of an easement in any area other than the Setback areas described in Section 21 of Article Six.

Section 2. Reservation Of Scenic Easement Relative to Lakes and Ponds. In developing POLARIS Centers of Commerce, it is not the intent of the Developer to convey to any Person or entity the right to the exclusive use of the Lakes and Ponds, Lake beds or land underlying any water course, even though the fee simple title of certain property and Building Sites shall be described as including the same.

In this respect, Developer reserves a scenic easement over and across any Lake, Pond, Lake beds or land underlying any such watercourse, and a scenic easement twenty feet (20') in width extending back from the water's edge of any Lake or Pond for Lake, Pond, and shoreline maintenance and control and in order to promote uniformity within said scenic easement, along that portion of each parcel contiguous to the shoreline of any Lake, Pond, stream, or watercourse within Polaris Centers of Commerce. No Owner, Tenant, Subtenant or Occupant shall have any claim or cause of action against Developer or the Association either in law or in equity arising out of the exercise of the easement reserved hereunder. Developer reserves the right to establish said scenic easement at a width of less than twenty feet (20') for any Building Site.

Section 3. Reservation of Water Usage and Drainage Easement Relative to Lakes and Ponds. The Developer hereby further reserves an absolute right, ad infinitum, for the use of water from the Lakes and Ponds for irrigation systems for the maintenance of the lawns, roadways and berms throughout POLARIS Centers of Commerce. The Developer hereby further reserves an absolute right, ad infinitum, for the use of such Lakes and Ponds as may be reasonably necessary to assist in the drainage of waterfall through POLARIS Centers of Commerce. In this respect, the Developer reserves the right to assign any such right to use or drainage as set forth in this Section Three of Article Seven over unto any Owner benefitted thereby, any successor Developer or the Association.

Section 4. Reservation of Easements for Pedestrian Pathway. The Developer hereby further reserves an easement for ingress and egress over and across Parking and Pavement setback areas as described in Article Six, Section 21 for the installation, use, and maintenance of a pedestrian pathway.

Section 5. Assignment of Easements. The Developer reserves the right to assign the easements reserved pursuant to this Article Seven over unto a successor developer as the Developer shall determine; provided, however, at such time as the Developer is required to assign over unto the Association the right to appoint members to the Design Review Committee, then without the requirement of any further documentation, any easements reserved pursuant to this Article Seven shall automatically be assigned over unto and vest in the Association.

ARTICLE EIGHT
ASSOCIATION

Section 1. Establishment of Association. The Developer has caused (or will cause) to be incorporated the Association. Every Owner is automatically a Member of the Association. The Association shall be governed by a Board of Trustees, which shall consist of not less than five members of the Association who will be initially designated by the Developer, and thereafter elected or appointed in accordance with Section Five of this Article Eight.

Section 2. Voting Rights. Except as provided in Section Four of this Article Eight, in all elections for members of the Board of Trustees, voting shall be in accordance with the provisions of these Protective Covenants and the Code of Regulations, and in this respect, each Owner shall receive a number of votes equal to the total number of acres (or fractions thereof) as are contained within the Building Site or Building Sites owned by the Owner. Joint, common, or other multiple ownership of a Building Site shall not entitle the Owners of such property to more than the number of votes which would be authorized if such property were held under one name.

Section 3. Qualification. Except for those Persons appointed by Developer, in order to be a member of the Board of Trustees, the Person must be entitled to vote in the election of Board of Trustees. For the purposes of this Section, an Owner or Person designated by Owner shall be deemed as entitled to vote if the entity to which the Person is employed or affiliated is entitled to vote.

Section 4. Election of Members of the Board of Trustees. Initially, the Developer shall appoint all of the members of the Board of Trustees. Thereafter, the Developer shall continue to appoint (or reappoint) all of the members of the Board of Trustees until such time as the Undeveloped Ground constitutes less than fifty percent (50%) of all the Building Sites located within POLARIS Centers of Commerce, pursuant to the application of Article Fifteen herein. At such time as less than fifty percent (50%) but more than twenty-five percent (25%) of the ground is undeveloped as described above, the Association shall from its own membership elect the fifth member of the Board of Trustees. When less than twenty-five percent (25%) but more than ten percent (10%) of the ground is undeveloped, the membership of the Association shall elect two (2) members of the Board of Trustees. At such time as less than ten percent (10%) but more than five percent (5%) of the ground is undeveloped, the Association shall elect three (3) members of the Board of Trustees, and at such time as less than five percent (5%) but more than one percent (1%) of the ground is undeveloped, the Association shall elect four (4) members of the Board of Trustees.

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Section 5. Term Of Office. Prior to the date and time when the Developer is required to assign over unto the Association and its Members the right to elect and appoint members of the Board of Trustees as set forth in Section Four of this Article Eight, the term of office of the members of the Board of Trustees shall be for such time as determined by the Developer. Thereafter, the term of office for the members of the Board of Trustees shall be three years. The terms shall be staggered pursuant to the Code of Regulations to assure that at least one, but not more than two (unless the total number of members of the Board of Trustees increased over the initial number of five, in which case the maximum number of members of the Board of Trustees elected annually shall be similarly increased in such a manner so as to give effect to the purpose of this Section) members of the Board of Trustees are scheduled to be elected during any calendar year.

Section 6. Powers And Duties of the Association. The Association shall have the following powers and duties, whenever in the exercise of its discretion it may deem them necessary or advisable, which powers and duties shall be exercised by and through the Board of Trustees:

(A) To enforce, either in the name of the Association the Design Review Committee, or in the name of any Owner, Tenant, Subtenant or Occupant, any or all of the Protective Covenants herein, provided, however, that this right of enforcement shall not serve to prevent the assignment of those rights by the proper parties, including the Design Review Committee, wherever and whenever such right of assignment exists. Rights herein reserved exclusively to the Developer herein may be exercised by the Board of Trustees only with the prior written consent of the Developer. The expenses and costs of any such enforcement proceedings and actions shall be paid out of the general funds of the Association as herein provided and shall be collectable and lienable against the Owner of the violating Building Site;

(B) To provide for the plowing and removal of snow from Rights-of-Way and private streets located on Common Property, either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(C) To care for, spray, trim, protect and replant trees on all streets and in other public places on the Common Property and along Rights-of-Way where trees have once been planted, except where otherwise provided for, and to care for, protect and replant shrubbery and resow grass, either in enforcing these Protective Covenants or in generally maintaining the Rights-of-Way, Common Property and/or the Interchange Property;

(D) To cut and remove weeds and grass from any Building Site and to pick up and remove therefrom loose material, trash and rubbish of all kinds and to do all things necessary or desirable in the judgment of the Board of Trustees to keep such Building Site neat in appearance and in good order, either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(E) To provide such lights as the Board of Trustees may deem advisable on streets, parks, gateways, entrances, or other features, located on Common Property either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(F) To provide for the maintenance of gateways, entrances and other ornamental features now existing or which may hereafter be erected or created located on Common Property either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(G) To exercise such control over easements as it may acquire from time to time either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(H) To exercise such control over streets as may be within its power and as it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(I) To establish policies, procedures, and boards for the review and approval of Plans and Specifications required by these Protective Covenants and to have the right to provide for any Improvement or maintenance of Improvement which it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or the Interchange Property;

(J) To establish and amend and/or modify the Articles or the Code of Regulations;

(K) To provide for maintenance of the Ponds and Lakes for purposes of keeping the same clean and free of debris and keeping algae controlled and the right to exercise such other control over the Ponds and Lakes as may be within its power and as it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property and/or Interchange Property;

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(L) To elect officers of the Association as provided in Section Ten (10) of this Article Eight;

(M) To provide for the insurance as set forth in Section Eleven of this Article Eight; and/or

(N) To provide for a budget for the Common Expenses, and to estimate, assess, and collect the Assessments as described in Article Nine herein for the purposes of paying the Common Expenses, and to otherwise undertake such actions as are necessary to enforce all of the rights and remedies provided within Article Nine relating to such Assessments.

Section 7. Expenditures Limited To Assessments For Current Year. The Association shall at no time expend more money within one year than the total amount of annual and special Assessments to be collected for such year for such purposes as set forth in Article Nine herein, plus any surplus which it may have on hand from previous Assessments, nor shall the Association enter into any contracts whatsoever, which shall bind the Association and result in Assessments during the future year to pay for any such obligations; no such contract if entered into shall be valid or enforceable against the Association, it being the intention that the Assessments for each year shall be applied as far as is practicable towards the paying of the obligations of that year without affecting the Assessments of any future or subsequent years.

Section 8. Association Notification. The Association shall from time to time notify its Members of the official address of the Association, the time and place of regular meetings of the Association, where payments are to be made to the Association, and where any other business in connection with the Association may be transacted. In case of any change of address of the Association, the Association shall notify all of the Members of such change of address, insofar as the Members' addresses are listed with the Association.

Section 9. Observation Of All Laws. The Association shall at all times observe all applicable City, state, county, and federal laws. If at any time any of the provisions hereof pertaining to the Association shall be found to be in conflict with any of such applicable laws, then such parts of the provisions as are in conflict with such laws shall become null and void; but no other parts as are not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions herein set forth, subject, however, to the limitations on its right to contract as hereinabove provided.

Section 10. Election of Officers of the Association. The Board of Trustees shall annually elect officers of the

Association. The officers shall include a president, secretary, and treasurer, and such vice-presidents as the Board of Trustees shall deem advisable. The procedures for election of the officers, and the duties of the officers, shall be as determined by the Board of Trustees and set forth within the Code of Regulations.

Section 11. Insurance. The Board of Trustees shall obtain, in such amounts as it deems advisable, insurance for the benefit of the Association (including members of the Board of Trustees, officers and employees of the Association) against liability for death, personal injury, or property damage arising or relating to the Common Property and/or the Interchange Property, as applicable. The Board of Trustees shall further obtain insurance on such other Improvements which are part of the Common Property, if any, and those hazards ordinarily insured against in fire and extended coverage policies in Delaware County, Ohio, in an amount not less than the actual replacement cost of such Improvements (exclusive of the cost of foundations, footings, and excavation) as determined by the insurer at the time of issuance of the policy or policies. The amount of such insurance coverages shall be reviewed and redetermined annually. All proceeds payable by reason of an insured loss under the policy or policies shall be paid to the Association. Any such proceeds paid under fire and extended coverage hazard insurance policy or policies shall be utilized to pay the cost of repair or restoration of that part of the Common Property damaged or destroyed. The Board of Trustees may also, at its discretion, obtain fidelity bonds guaranteeing the performance and security of any Persons, handling, administering, or accounting for the funds of the Association. Further, the Board of Trustees may obtain officers' and trustees' liability insurance providing protection against errors and omissions committed by any member of the Board of Trustees or an officer of the Association acting in good faith in the course and scope of his or her duties as Board Member or Officer. The cost of such insurance policies and fidelity bonds provided hereunder shall be a Common Expense of the Association.

Section 12. Indemnification. The Board of Trustees shall adopt such resolutions as are necessary and shall further provide within the Code of Regulations for the indemnification by the Association of the members of the Board of Trustees and the officers, agents, and employees of the Association. Such indemnification shall generally provide that so long as the members of the Board of Trustees, officers of the Association, and their agents and employees were acting in the course and scope of their employment and in good faith, that the same shall be held harmless from any claims, liabilities, damages, costs, or expenses arising as a result thereof.

ARTICLE NINE
ASSESSMENTS

Section 1. Method Of Providing General Funds. For the purpose of providing general funds to enable the Association to perform the duties herein provided for, and to maintain the Common Property and the Interchange Property to the extent

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applicable, all of the Building Sites herein conveyed shall be subject to an annual Assessment to be paid to the Association on the tenth day of January each year by the respective Owners thereof. The amount of such Assessment shall be fixed by the Board of Trustees from year to year, and shall be at such amount so as to assure that the aggregate of all of the Assessments paid by all of the Owners of all of the Building Sites is sufficient to meet the proposed operating budget prepared by the Board of Trustees, which operating budget shall set forth all of the costs and expenses reasonably anticipated by the Board of Trustees to be incurred by the Association during the next calendar year in performing the duties and obligations of the Association, including but not limited to maintaining the Common Property, and the Interchange Property to the extent applicable. The Board of Trustees shall notify the Owners of the amount of the Assessment and each Owners respective proportionate share thereof not less than thirty (30) days prior to the due date of the Assessment.

Section 2. Amount of Owner's Share of Any Assessments. All Building Sites shall be assessed in an amount based upon the total acreage contained within the Building Site as compared to the total acreage contained within all Building Sites located at POLARIS Centers of Commerce, which is herein sometimes referred to as such Owner's Proportionate Share of such Assessment.

Section 3. Special Assessments. The Board of Trustees shall, in accordance with this Article, have the power to levy special Assessments, in addition to the general Assessments as hereinbefore provided, for the unanticipated costs of maintenance and replacement of the Common Property and the Interchange Property to the extent applicable, or in order to meet any unanticipated actual operating deficit of the Association. All special Assessments shall be due and payable not later than sixty (60) days from the date that they are levied and notice of which has been delivered to the Owners.

Section 4. Notices. A written or printed notice, either deposited in the United States mail with proper prepaid postage thereon and addressed to the respective Owners at the last address listed with the Association or hand delivered to the respective Owners at such address, shall be deemed to be sufficient and proper notice for any purpose where notices are required under these Protective Covenants, except as otherwise provided herein.

Section 5. Interest And Lien. From and after the date when an Assessment payment is due, it shall bear interest at the rate of eighteen percent (18%) per annum until paid, and such payment and interest shall continue in full force and effect until the amount is fully paid. At any time after the passage of a resolution levying an Assessment and its entry in the Board of Trustees' minutes and the passage of the due date for paying such Assessment, the Board of Trustees may execute and acknowledge a certificate reciting the levying of the Assessment with respect to any one or more of the Building Sites and, if such delinquency is not paid within ten (10) days after notice to the Owner of

such Building Site or Sites, to cause the same to be filed in the Office of the Delaware County Recorder, Delaware County, Ohio, which certificate shall set forth the legal description of the real estate involved, the name of the record Owner of such real estate, and the amount then due and unpaid for the Assessment; and such certificate shall be a lien upon such Building Site from the time of the filing with the Recorder for a period of five years unless extended by the Board of Trustees for successive periods of five years each. Within thirty (30) days after such filing, a copy of the certificate so filed shall be sent by United States certified mail, return receipt requested, postage prepaid, to such Owner at the Owner's last known address. Upon the Owner's failure to pay or cause the same to be paid within fifteen (15) days after the time of posting such certified mail, the Board of Trustees, their successors and assigns, shall have the right of foreclosure, as in a mortgage, upon such Building Site for the amount of the lien, together with interest, attorneys' fees, and all costs of collection.

Section 6. Limited on Assessments. Assessments and Special Assessments, in the aggregate, may not be used for capital improvements and may not exceed $250 per acre, per year beginning in 1992 and adjusted annually for inflation (as indicated by increases from year to year of the Consumer Price Index) without an affirmative vote of two-thirds (2/3) of the eligible votes of the Association provided, however, that the Developer shall be entitled to cast no more than one-third (1/3) of the total votes of the Association for an assessment exceeding the allowable maximum per year. Any excess votes to which the Developer may be entitled but for this Section 6 shall be deleted from both the numerator and denominator for purposes of determining the requisite affirmative vote.

ARTICLE TEN
COMMON PROPERTY

Section 1. Designation of Common Property. All portions of the Real Property owned or leased by the Association, together with any Improvements constructed thereon, shall be deemed to be Common Property, unless the Association shall designate the same as not being Common Property. Common Property may include easement rights held by and for the benefit of the Association.

Section 2. Use of Common Property. Subject to any limitations imposed by any other provisions of this Deed of Protective Covenants, the Board of Trustees shall have the right and power to promulgate reasonable rules and regulations governing the operation and use of the Common Property. Said rules and regulations shall be binding upon and inure to the benefit of the Owners, Tenants, Subtenants, and Occupants. No such rule or regulation shall discriminate against any individual user or class of users. The Board of Trustees may also adopt penalties or sanctions for violation of its rules and regulations; provided, however, any such penalty or sanction may only be imposed pursuant to the procedures described in the Code of Regulations.

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Section 3. Irrigation System. The Developer may install as it determines in its sole and absolute discretion, an irrigation system to serve all or part of the Common Property as well as other portions of the Real Property. In this respect, the cost of the operation of such irrigation system shall be a Common Expense of the Association to the extent it services the Common Property.

Section 4. Maintenance of Common Property. Subject to the maintenance responsibilities or limitations set forth herein to the contrary, the Developer, and after assignment to the Association, the Association, shall maintain the Common Property, together with all Improvements located thereon in good condition, and the costs and expenses of the same shall be a Common Expense of the Association.

ARTICLE ELEVEN
PONDS, LAKES, AND IRRIGATION SYSTEMS

Section 1. Improvements on the Ponds and Lakes. Without the prior written approval of the Design Review Committee herein, which consent may be withheld or revoked in its sole and absolute discretion, no Owner, Tenant, Subtenant or Occupant may:

(A) occupy, disrupt or use any portion of the Ponds or Lakes or any lands underlying watercourse; or

(B) construct, install or erect any boathouse, dock, bulkhead, or other Structure or Improvement, nor permit or cause any dredging or filling to occur, within the Ponds or Lakes or land underlying any watercourse; or

(C) anchor or attach any dock, floating platform, swimming dock or mooring buoy to the Lake beds or the land underlying any watercourse; or

(D) construct any Improvement within the scenic easement set forth in Section Two of Article Seven of these Protective Covenants.

Section 2. Boats Prohibited. No boat of any size or any other type of watercraft may be operated, maintained or launched upon any Ponds or Lakes without the consent of the Design Review Committee.

Section 3. Pond Treatment. All Pond and Lake edges shall be carefully maintained to the water's edge by the Owner of the Building Site upon which such Pond or Lake is situated. All grass shall be cut along the water's edge to maintain a height no greater than twelve inches (12"). Ornamental grasses obtaining a height greater than twelve inches (12") may be used in limited quantity, as long as they are properly maintained.

Proper aeration shall be installed by the Owner of the Building Site upon which such Pond or Lake is situated in all Ponds and Lakes to assure water remains flowing and free from excessive algae growth.

All Owners of Building Sites upon which a Pond or Lake is situated, which Pond or Lake is also situated upon a Building Site owned by a different Owner (or Building Sites owned by multiple Owners) shall work with and cooperate with such other Owners so as to assure that the maintenance of the Pond and Lake edges as described above and the aeration as described above is accomplished in such a manner so as to assure that the Pond or Lake as a whole is treated in a similar manner.

ARTICLE TWELVE
SPECIFIC ENFORCEMENT OF PROTECTIVE COVENANTS

The Developer, the Association, and the Design Review Committee reserve and are hereby separately granted the right upon reasonable prior notice to enter upon any portion of the Real Property (except for the interior of Buildings located thereon) to inspect for purposes of determining compliance with these Protective Covenants and further, in case of any violation or breach of any of the Protective Covenants herein contained which is not cured within ten (10) days after notice, or such longer period as may be required to complete such cure, to enter upon any portion of the Real Property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner, Tenant, Subtenant or Occupant thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, interpreted by the Developer, the Association, or the Design Review Committee as applicable, and the Developer, the Association, and the Design Review Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Developer, the Association, the Design Review Committee and every Owner, Tenant, Subtenant, and Occupant are further separately empowered to seek by legal proceedings, either at law or in equity, necessary remedies to a continuing breach of these Protective Covenants. A failure of the Developer, the Association, the Design Review Committee or any Owner, Tenant, Subtenant, or Occupant to enforce any of the Protective Covenants shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof; and the Developer, the Association, the Design Review Committee, or any Owner, Tenant, Subtenant, or Occupant shall at any and all times have the right to enforce the same.

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of all or any of these Protective Covenants, then the fee of such attorney and all other costs in connection with any contemplated or actual legal proceeding in such connection shall become a lien against the Building Site or Building Sites which is the subject of the proceedings if such proceedings establish that the Building Site is in violation of these Protective Covenants. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof, such fee and costs shall bear upon and constitute a lien against the property in question in the same manner as the lien of an unpaid Assessment as hereinbefore detailed.

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ARTICLE THIRTEEN
ACCEPTANCE OF PROTECTIVE COVENANTS

Each Owner, Tenant, Subtenant and Occupant, by the acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Real Property, accepts the same subject to all of the within Protective Covenants; and the jurisdiction, rights and powers of the Developer, Association, Design Review Committee and other Owners, Tenants, Subtenants, or Occupants created or served by this Deed of Protective Covenants, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved, and all obligations hereby imposed shall run with the Real Property and shall bind every Owner, Tenant, Subtenant and Occupant and inure to the benefit of every Owner, Tenant, Subtenant or Occupant as though the provisions of this Deed of Protective Covenants were recited and stipulated at length in each and every deed of conveyance, lease and sublease.

ARTICLE FOURTEEN
ADDITIONAL REAL PROPERTY

The Developer shall have the right at any time before it has assigned over unto the Association the right to appoint members to the Design Review Committee as hereinbefore set forth, to render other real property also subject and subservient to these Protective Covenants in all respects if such other real property is contiguous to any of the Real Property. "Contiguous" as used in this paragraph shall mean that such other real property either abuts the Real Property or is separated therefrom only by a street, road or highway at some point thereof. Such other real property shall be rendered subject and subservient to the within Protective Covenants if the Developer shall execute and record a supplement to these Protective Covenants stating:

(A) A description of such other real property to be added to and subject and subservient to the within Protective Covenants;

(B) That the Developer herein is the Owner in fee simple of such other real property;

(C) A statement of any additional restrictions or burdens to which the other real property shall be subject, if any, and a statement of any restrictions, burdens or provisions of these Protective Covenants which will in whole or in part not be applicable in modified form, if any.

ARTICLE FIFTEEN

[Purposely left blank]

ARTICLE SIXTEEN
AMENDMENT OR MODIFICATION

Section 1. Amendment or Modification by Developer. The within Protective Covenants may, at any time, be amended, modified or replaced in whole or in part [subject to the limitations hereafter set forth within this Article Sixteen (16)] by the Developer herein, without the further consent or execution of any document by any Person, including any Person who is at such time the Owner, Tenant, Subtenant or Occupant of one or more Building Sites, or any other portion of the Real Property, for so long as the acreage contained within the Undeveloped Ground constitutes more than ten percent (10%) of the aggregate of the acreage contained within all of the Building Sites located within POLARIS Centers of Commerce, including any additional property hereafter added to POLARIS Centers of Commerce pursuant to the application of Article Fourteen (14) herein.

Notwithstanding the immediately preceding paragraph, the Developer may not amend, modify or replace, in whole or in part, these Protective Covenants if the proposed amendment, modification, or replacement would materially or substantially increase the monetary obligations of any Person who is then an Owner, Tenant, Subtenant, or Occupant of a Building Site or Building Sites, and such Person does not consent to the same in writing, or if the proposed amendment, modification or replacement would materially or substantially restrict or diminish the rights or increase the obligations of any such Person under these Protective Covenants, or grant or establish any easement over, across, under or through any Building Site (where the right to grant such easement is not specifically reserved under these Protective Covenants) without the consent of the owner of such Building Site.

For the purposes of determining whether or not the obligations of any Person have been materially or substantially increased, this paragraph shall be liberally construed in favor of the Developer and shall only require the consent of such Person to the extent that such Person can establish by clear and convincing evidence that the same has materially and substantially increased its obligations hereunder.

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The reservation by the Developer of the right to modify, replace or amend these Protective Covenants as provided in this Article 16 is not intended to negate the general character and purpose set forth in Article Two herein.

The Developer shall, upon exercising its rights to amend, modify, or replace these Protective Covenants, reduce the same to writing and record such instrument in the Office of the Delaware County Recorder, Delaware County, Ohio, which instrument shall, in addition to specifying such amendment, modification or replacement, refer to these Protective Covenants by the Record Volume and page of their respective recording, and shall further refer to any Owner, Tenant, Subtenant, or Occupant and their respective source of title or interest in the Real Property as Developer shall deem necessary or reasonable in order to assure that any such amendment to these Protective Covenants is properly set forth within the chain of title to such Owner, Tenant, Subtenant, or Occupant. Each Owner, Tenant, Subtenant and Occupant, by acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Real Property, accepts and consents to any amendment, modification, or replacement of these Protective Covenants accomplished in accordance with the terms and conditions of this Article Sixteen (16) and further consents to the Developer referring to such Owner, Tenant, Subtenant and Occupant within any such document evidencing the amendment, modification, or replacement of these Protective Covenants, including the reference to such party's source of title or interest in such Real Property.

Section 2. Amendment or Modification by Association. At such point in time when the Developer can no longer amend or modify these Protective Covenants pursuant to the application of Section One of this Article, the Association may thereafter amend or modify these Protective Covenants by the affirmative vote at a meeting called and held pursuant to the code of Regulations of not less than seventy-five percent (75%) of the voting rights of the Association; provided, however, under no circumstances may the Association amend or modify these Protective Covenants in a manner which is discriminatory in effect to a class of Owners, Occupants or Tenants at POLARIS Centers of Commerce if such class of Owners, Occupants or Tenants in the aggregate maintain less than twenty-five percent (25%) of the voting rights of the Association.

In the event of an amendment or modification as provided within this Section of this Article, the Secretary of the Association shall reduce the same to writing in recordable form, certify to the same, file the same of record in the Office of the Delaware County Recorder, Delaware County, Ohio, which instrument shall set forth within its body a reference to the Record Volume and page of this Deed of Protective Covenants, and shall further set forth the names of the fee simple Owners of the various Building Sites located within POLARIS Centers of Commerce in such a manner so as to assure the same appears within their respective "chains of title" and deliver notice to all Owners thereof.

ARTICLE SEVENTEEN
INTERCHANGE PROPERTY

The Developer has constructed certain Improvements upon the Interchange Property. Such Improvements are owned by the State of Ohio. The Developer may, as determined in its sole and absolute discretion, retain or reserve rights or obligations to maintain all or a part of the Interchange Property (i.e. mending fences, or maintaining Landscaping). In the event the Developer retains or reserves rights and/or obligations to maintain all or a portion of the Interchange Property, the Developer further reserves the right pursuant to this Article to assign over unto the Association the obligations relative to the same. In such event, the Association shall undertake such obligations, and the same shall be deemed to be a Common Expense as hereinbefore defined; provided, however, the Association shall under no circumstances assume or be responsible for the initial construction of the Improvements upon the Interchange Property, or the maintenance repair or replacement of any roads or bridges located thereon.

ARTICLE EIGHTEEN
MISCELLANEOUS

Section 1. Failure to Enforce. No Protective Covenant imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 2. Invalidity of any Section. The invalidity of any of the within Protective Covenants in whole or in part by judgment, court order or in any other manner shall not impair or affect in any manner the validity, enforceability or effect of the rest of said Protective Covenants.

Section 3. Assignability. The rights, privileges and powers herein retained by the Developer, Association, or Design Review Committee shall be assignable to and shall inure to the benefit of its successors and assigns.

Section 4. Additional Rights of Developer. The Developer reserves the right to: (i) assign over unto the Association the right to appoint members to the Design Review Committee or elect members to the Board of Trustees; and/or (ii) waive its rights to further amend the Declaration of Protective Covenants, all as provided herein at any point in time prior to the time when the Developer is otherwise obligated to assign such rights over to the Association, or is no longer empowered to make such amendments.

Section 5. Other Restrictions Previously Recorded. Reference is made to that certain Deed of Restrictions recorded at Deed Book Volume 535, Page 54, Delaware County Recorder's Office regarding use restrictions and height restrictions applicable to areas on the periphery of the Real Property as described in said Deed of Restrictions. Reference is also made

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to that certain Declaration of Restriction recorded at Deed Book Volume 535, Page 800, Delaware County Recorder's Office regarding the prohibition against use of certain radio frequency antennas and emitters within a certain portion of the Real Property as described in said Declaration of Restriction.

IN WITNESS WHEREOF, the said Declarant, N.P. Limited Partnership, by KEW Investment Company, its General Partner, has hereunto set its hand this 27th day of AUGUST, 1992.

SIGNED AND ACKNOWLEDGED
IN ~~THE~~ PRESENCE OF:

Witness

Witness

N.P. LIMITED PARTNERSHIP
an Ohio limited partnership

By: KEW Investment Company,
an Ohio general
~~partnership~~, its
general partner

By: _____
Robert C. Echele,
partner

STATE OF OHIO
COUNTY OF ~~FRANKLIN~~ DELAWARE, ss:

The foregoing instrument was acknowledged before me this 27th day of August, 1992, by Robert C. Echele, partner, on behalf of KEW Investment Company, an Ohio general partnership, the general partner of and on behalf of N.P. Limited Partnership, an Ohio limited partnership.

Notary Public
My commission expires 9/01/94

NOTARIAL SEAL STATE OF OHIO

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

This is an amendment made as of February 1, 1994, to the Declaration of Protective Covenants for POLARIS Centers of Commerce® dated as of August 20, 1992 and recorded in Volume 548, page 720 of the Deed Records of Delaware County, Ohio (the "Declaration"), by N.P. Limited Partnership, an Ohio limited partnership ("Declarant"). Capitalized terms defined in the Declaration and not otherwise defined herein are used herein with the same meaning as set forth in the Declaration.

As of the date of the recording of this Amendment: (a) Declarant has determined that certain definitions set forth in the Declaration are overly broad and do not reflect the true interests of the Owners or of those Tenants who have made a substantial long-term commitment in connection with their respective uses of the Real Property; (b) Declarant desires to amend the Declaration to assure that the Owners and those Tenants are the primary and direct beneficiaries of the Declaration and its Protective Covenants; and (c) the acreage contained within the Undeveloped Ground constitutes more than ten percent (10%) of the aggregate of the acreage contained within all of the Building Sites located within POLARIS Centers of Commerce®. Therefore, pursuant to Article Sixteen of the Declaration, Declarant, as the Developer, hereby amends the Declaration as follows:

1. Definitions. Article One of the Declaration is hereby amended by deleting in their entirety both the existing Section 21 thereof (the definition of "Occupant" or "Occupants") and the existing Section 34 thereof (the definition of "Subtenant"), and making no substitutions therefor. The entire Declaration is hereby amended to conform to the deletions set forth in the preceding sentence by deleting in all places in the Declaration where they occur each of the words "Occupant," "Occupants," and "Subtenant."

Article One of the Declaration is hereby further amended by deleting the existing Section 35 thereof in its entirety and substituting therefor the following new Section 35:

> Section 35. "Tenant" means any Person entitled to possession of any portion of the Real Property or Improvements thereon pursuant to a written lease or other contract with the Owner thereof that grants to such Person that Owner's rights and privileges under this Declaration; provided, however, that the Association shall not be required to recognize such Person as a "Tenant" for any purpose of this Declaration until that Owner notifies the Association in writing that such Owner has granted such rights and privileges to such Person, stating in such notice the name and address of the "Tenant" and the expiration date of such grant.

2. Enforcement. Article Twelve of the Declaration is hereby amended by deleting the existing second sentence of the first paragraph of this Article, which prior to this Amendment stated "The Developer, the Association, the Design Review Committee and every Owner, Tenant, Subtenant, and Occupant are further separately empowered to seek by legal proceedings, either at law or in equity, necessary remedies to a continuing breach of these Protective Covenants," and substituting therefor the following new sentence:

> The Developer, the Association, the Design Review Committee and every Owner and Tenant are further separately empowered to seek by legal proceedings, either

at law or in equity, necessary remedies to a continuing breach of these Protective Covenants, which empowerment shall be exclusive to those parties and may only be exercised by an Owner or a Tenant of such Owner if both (a) such Owner has, if necessary to be bound hereby, accepted this Declaration in recordable form and delivered such acceptance to the Developer and (b) as of the date this empowerment is to be exercised, such Owner and such Owner's Tenants are in substantial compliance with the terms and conditions of the Protective Covenants; it being the intention of this Article that the Developer, the Association, the Design Review Committee and every Owner and Tenant are the only Persons with standing to exercise rights or seek remedies under this Declaration and then only in accordance with this Article.

3. Acceptance. Article Thirteen of the Declaration is hereby amended by deleting the existing Article in its entirety and substituting therefor the following new Article Thirteen:

ARTICLE THIRTEEN
ACCEPTANCE OF PROTECTIVE COVENANTS

Each Owner and Tenant, by the acceptance of a deed of conveyance, lease or sublease for any part of the subject Real Property, accepts the same subject to all of the Protective Covenants; and the jurisdiction, rights and powers of the Developer, the Association, the Design Review Committee and other Owners and Tenants created or served by this Declaration, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved, and all obligations hereby imposed shall run with the Real Property, shall bind every Owner and Tenant and all Persons claiming rights to possession of any portion of the Real Property or Improvements thereon pursuant to any grant, contract or other agreement with any Owner or Tenant, and shall inure to the benefit of every Owner and Tenant as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, lease and sublease and any other grant, contract or other agreement pursuant to which any Person so claims rights to possession from any Owner or Tenant.

Any conflict between the original terms of the Declaration and the terms of the Declaration as amended by this Amendment shall be resolved in favor of this Amendment. To the extent necessary as the result of deletions from the Declaration for which no substitutions were made, conjunctions (e.g., "and" or "or") and articles (e.g., "a" or "an") shall also be deemed deleted or relocated in order to permit the proper reading of any provision of the Declaration as amended by this Amendment.

As of the date of the recording of this Amendment, Declarant has obtained the consent to this Amendment of every Owner which had either previously accepted of record the Declaration or been bound by the recordation of the Declaration by its recording prior to such Owner becoming an Owner, all of which consents are attached to this Amendment as Exhibit A and hereby incorporated herein by reference for purposes of referencing of record each Owner's title to a portion of the Real Property.

This Amendment has been executed by Declarant, as the Developer, as of February 11, 1994.

Signed and acknowledged
in the presence of:

Katrie E. Price
Print Name: Katrie E. Price

Deborah A. Slifko
Print Name: Deborah A. Slifko

N.P. LIMITED PARTNERSHIP
By KEW Investment Company,
its General Partner

By _____
Robert C. Echele, General Partner

STATE OF OHIO
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me on February 11, 1994, by Robert C. Echele, the general partner of KEW Investment Company, an Ohio general partnership and general partner of N.P. Limited Partnership, an Ohio limited partnership, on behalf of both the general and limited partnerships.

Deborah A. Slifko
Notary Public

NOTARIAL SEAL
STATE OF OHIO

DEBORAH A. SLIFKO
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 20, 1995

This document prepared by:

Thomas E. Moloney, Esq.
BAKER & HOSTETLER
65 East State Street
Columbus, Ohio 43215

9698

DELAWARE COUNTY, OHIO
FILED FOR RECORD JUN 15 1995
2:50 P.M.
RECORDED June 19 1995
Centex P/A RECORDS
VOL 26 PAGE 751

Kay E. Conklin
COUNTY RECORDER
07200

200700013046
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
04-25-2007 At 02:43 pm.
DECLAR AMEN 156.00
OR Book 780 Page 696 - 707

TWELFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS TWELFTH AMENDMENT (this "Amendment") to the Declaration of Protective Covenants for POLARIS Center of Commerce® is made this 24th day of April, 2007 by N.P. Limited Partnership, an Ohio limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner or former owner and Developer of a mixed-use real estate development known as the POLARIS Centers of Commerce® in the City of Columbus, Delaware County, Ohio (the "Development").

WHEREAS, on August 28, 1992, Declarant established a general plan and uniform scheme of development, preservation, use, maintenance and expansion of the Development, by filing that certain Declaration of Protective Covenants dated as of August 20, 1992 and file on August 28, 1992 in the Office of the Recorder, Delaware County, Ohio in Deed Book 0548, page 720, as the same was amended by that certain Amendment to Declaration of Protective Covenants, dated as of May 31, 1994 and filed June 3, 1994 in the Office of the Recorder, Delaware County, Ohio, in Deed Book 0573, page 427, as the same was further amended by the certain Amendment to Declaration of Protective Covenants, dated as of February 1, 1994 and filed June 15, 1995 in the Office of the Recorder, Delaware County, Ohio in Agreements Book 0026, page 751, as the same was further amended by that certain Amendment to Declaration of Protective Covenants, dated as of July 15, 1998 and filed July 16, 1998 in the Office of the Recorder, Delaware County, Ohio in Deed Book 0645, page 664, as the same was further amended by that certain Amendment to declaration of Protective Covenants, dated June 30, 1998 and filed August 31, 1998 in the Office of the Recorder, Delaware County, Ohio in Agreements Book 0032, page 550, as the same was further amended by that certain Amendment to Declaration of Protective Covenants, dated August 18, 1998 and filed August 31, 1998 in the Office of the Recorder, Delaware County, Ohio in Agreements Book 0032, page 546, as the same was further amended by that certain Amendment to declaration of Protective Covenants, dated December 10, 1998 and filed December 24, 1998 in the Office of the Recorder, Delaware County, Ohio in Official Records Book 0033, page 263, as the same was further amended by that certain Amendment to Declaration of Protective Covenants, dated February 25, 1999 and filed March 4, 1999 in the Office of the Recorder, Delaware County, Ohio in Agreements Book 0033, page 710, as the same was further amended by that certain Amendment to Declaration of Protective Covenants, dated July 16, 1999 and filed July 16, 1999 in the Office of the Recorder, Delaware County, Ohio in Agreements Book 0034, page 539, as the same was further amended by that certain Ninth Amendment to Declaration of Protective Covenants, dated November 14, 2001 and filed November 16, 2001 in the Office of the Recorder, Delaware County, Ohio in Official Record Book 0144, page 1940, as the same was further amended by that certain Tenth Amendment to Declaration of Protective Covenants, dated August 29, 2005 and filed August 29, 2005 in the Office of the Recorder, Delaware County, Ohio in Official Record Book 644, Page 2324, as the same was further amended by that certain Eleventh Amendment to Declaration of Protective Covenants, dated November 29, 2005 and filed on November 29, 2005 in the Office of the

200700013046
NP LIMITED PARTNERSHIP
8800 LYRA DR
STE 550
COLUMBUS OH 43240

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 4-25-07 Transfer Tax Paid 0
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Delaware County Auditor By

Recorder, Delaware County, Ohio in Official Record Book 669, Page 883, (collectively, the "Declaration"), and, unless otherwise defined herein, all capitalized terms set forth in this Twelfth Amendment shall have the same meanings as set forth in the Declaration; and

WHEREAS, pursuant to Article Sixteen, Section 1 of the Declaration, Declarant may from time to time amend the Declaration in whole or in part without the approval or consent of any other Person in accordance with the provisions said Article Sixteen, Section 1, which amendment shall become effective upon recordation thereof in the public records; and

WHEREAS, pursuant to Article Sixteen, Section 1 of the Declaration, Declarant has determined that (i) the acreage contained within the Undeveloped Ground constitutes more than ten percent (10%) of the acreage within all Building Sites located within the Development, and that it is not otherwise restricted from amending the Declaration in accordance with this Amendment; and (ii) this Amendment will not materially or substantially increase the monetary obligations, or restrict or diminish the rights or increase the obligations, of any Person who is an Owner, Tenant, Subtenant, or Occupant of a Building Site or Building Sites; and

WHEREAS, in addition to Declarant, the individuals or entities listed on Exhibit A attached hereto and made a part hereof are Owners and their property will be encumbered by and subject to this Amendment upon recordation by the Delaware County, Ohio Recorder.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

SECTION 1. COMMON EXPENSES. The last sentence of Article One, Section 11 of the Declaration is hereby deleted in its entirety and nothing is substituted therefor.

SECTION 2. COMMON PROPERTY. Article One, Section 12 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

> Section 12. "Common Property" means those portions of the Real Property and all Improvements thereon and appurtenances thereto, which are now or may hereafter be owned or leased by the Association or in which the Association has any easement, possessory right or other interest, and such other real property as the Declarant and/or Association deems beneficial to the Owners, Tenants, Subtenants and Occupants, which is intended for the collective benefit and use of the Owners, Tenants, Subtenants and Occupants of the Real Property. The Common Property includes, without limitation, reserves for the median of Polaris Parkway and any other public street(s), and Common Signage reserves.

SECTION 3. INTERCHANGE PROPERTY. Article One, Section 18 of the Declaration is hereby deleted in its entirely and the following is substituted therefor:

> "Section 18. "Interchange Property" shall mean the real property owned by the State of Ohio or other governmental entity upon which the actual interchanges

connecting Interstate 71 and Polaris Parkway and Gemini Place have been constructed."

SECTION 4. USES. Article Six, Section 1 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"Section 1. Uses. All Building Sites are to be used for offices, motels, hotels, retail and other uses as approved by the Design Review Committee ("DRC") consistent with these Protective Covenants. By way of example and not limitation, the following uses are deemed to be inconsistent with these Protective Covenants and are specifically prohibited (the "Inconsistent Uses"):

(A) refining, smelting, mining operations or drilling for and/or removal of subsurface materials (except as required by law in connection with the removal of hazardous or toxic substances, if any);

(B) manufacturing, assembly or industrial uses;

(C) a mini-storage or self-storage facility or warehouse (but any area within a building for the storage of goods intended to be sold in such building shall not be deemed to be a warehouse);

(D) junkyard or a land fill, garbage dump or similar facility for the dumping, disposing, incineration, reduction or transfer of garbage or a trash recycling center; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building for the use of the occupants of said building;

(E) stockyard, outdoor animal shelter, or animal raising facility (unless related to a medical research facility approved by the DRC); provided, however, this provision does not prohibit pet shops or pet supply stores;

(F) adult bookstore or cinema or other establishment selling or exhibiting pornographic materials where the primary use is the selling, distributing, dealing and/or exhibiting of such materials; any shop which sells paraphernalia for use with illicit drugs; or any facility which exhibits nude or semi-nude dancers or wait staff and/or any massage parlors or similar establishments;

(G) auto body or fender repair or paint shop; or facility with the primary use being the sale, display or storage of used vehicles (including cars, trucks, motorcycles, recreational vehicles, campers, recreation or utility trailers); provided, however, this prohibition shall not be applicable to a new motor vehicle dealership with a showroom for the sale of new vehicles;

(H) mobile home park, trailer court, or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;

(I) coin operated laundries or laundromat or dry-cleaning plant; provided, however, this prohibition shall not be deemed to prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer provided such facility uses environmentally safe equipment and methods (approved non-perchloroethylene methods);

(J) any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall; provided, however, this prohibition shall not be applicable to government sponsored gambling activities, charitable gambling activities, or games or drawings held by merchants or businesses in connection with marketing or promotional campaigns so long as such activities are incidental to the business operation being conducted by the occupant;

(K) mental hospital (unless incidental to an approved full service hospital), rehab center, halfway house, community food pantry, missions/temporary shelters excepting temporary facilities established in emergency situations by the Red Cross or FEMA;

(L) permanent blood, blood plasma and organ banks; provided, however, this prohibition shall not be applicable to a temporary blood donation center operated by the Red Cross or other approved non-profit organization as approved by the DRC;

(M) flea market, pawn broker or pawn shop, consignment store, so-called "surplus" store, thrift store or business selling so-called "second hand" goods (the term "second hand" shall mean stores operated by "Goodwill", "Volunteers of America" or similar agencies which sell goods primarily as a service to the public rather than to a retail customer for a profit), or second hand drop off centers; provided, however, this prohibition shall not be applicable to stores selling used goods such as "Once Upon a Child", "Play It Again Sports" or other similar stores;

(N) facilities operated primarily for check cashing, cash or payroll advances, or other such loans; provided however that this prohibition shall not be applicable to conventional financial institutions such as banks, savings and loans, or credit unions or to retail stores that provide check cashing as an incidental service to its customers and not as a for profit business;

(O) pool or billiard hall, bowling alley, amusement or video game arcade unless such facilities are incidental to a restaurant or bar or directly associated with a permitted use such as a theater, hotel or enclosed shopping mall or other uses, such as a family oriented entertainment center, approved by the DRC;

(P) drive-thru for beer, wine or liquor; and

(Q) churches, temples, mosques or other places or houses of worship; mortuary or funeral homes or similar service establishments, or cemetery.

In the event of any questions related to the interpretation of this Section 1, including whether a specific use is permitted or prohibited hereunder, the DRC shall have the authority to determine such matters on behalf of the Association. Further, notwithstanding the other provisions of this Section 1 to the contrary, the DRC may, in its sole discretion, grant a variance under this Section 1 to permit the use of one or more Building Sites for one or more Inconsistent Uses except the Inconsistent Uses listed in Paragraphs A, D, E, F, H, K, L and M."

SECTION 5. SPECIAL ASSESSMENTS. Article Nine, Section 3 of the Declaration is hereby amended by adding the following thereto:

In addition, the Board of Trustees shall have the power, at its option, to levy special Assessments against those Owners benefited by additional services performed by the Association in an amount equal to the cost of such additional services multiplied by a fraction, the numerator of which is the number of acres of real Property owned by the benefited Owner, and the denominator of which is the total number of acres of privately owned Real Property benefited by such additional services, with such special Assessments due within thirty (30) days after receipt of a statement therefor.

SECTION 6. LIMITATION ON ASSESSMENTS. Article Nine, Section 6 of the Declaration is hereby deleted in its entirely and the following is substituted therefor:

"Section 6. Limitation on Assessments. Assessments and Special Assessments, in the aggregate, may not exceed $250 per acre, per year beginning in 1992 and adjusted annually for inflation (as indicated by increases from year to year of the Consumer Price Index) (the "Assessments Cap") without an affirmative vote of two-thirds (2/3) of the eligible votes of the Association provided, however, that the Developer shall be entitled to cast no more than one-third (1/3) of the total votes of the Association for an assessment exceeding the allowable maximum per year. Any excess votes to which the Developer may be entitled but for this Section 6 shall be deleted from both the numerator and denominator for purposes of determining the requisite affirmative vote. The Assessments Cap for calendar year 2006 is $359.23 per

acre. Notwithstanding the permissible Assessments Cap, the actual Assessments for calendar year 2006 were $213.43 per acre."

SECTION 7. IRRIGATION SYSTEMS, LANDSCAPING, PATHWAYS AND SIGNAGE. Article Ten, Section 3 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

> Section 3. Irrigation Systems, Landscaping, Pathways and Signage. The Developer may install as it determines in its sole and absolute discretion, irrigation systems, landscaping, pathways and signage to serve all or part of the Common Property as well as other portions of the Real Property and the cost of the operation, construction, maintenance and replacement therefor shall be a Common Expense of the Association to the extent it benefits all or part of the Real Property.

SECTION 8. ADDITIONAL REAL PROPERTY. Clause "(B)" of Article Fourteen of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

> "(B) That the Developer herein is the Owner in fee simple of such other property, or the Owner of such other property joins in such supplement to the Protective Covenants;"

SECTION 9. RATIFICATION OF DECLARATION. Except as otherwise expressly set forth in this Twelfth Amendment, all of the terms and conditions of the Declaration shall and do remain in full force effect and Declarant hereby ratifies, confirms and affirms the same. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Declaration, this Amendment is paramount and shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Declarant has executed and delivered this Amendment to be effective as of the date this Amendment is filed for record in the Office of the Recorder, Delaware County, Ohio.

N.P. Limited Partnership
An Ohio limited partnership

By: KEW Investment Company,
an Ohio partnership, its
general partner

By: The Robert Christian Echele Trust
Dated October 6, 1988, as amended
Its General Partner

By: _____
Franz A. Geiger, Authorized Partner
Representative

STATE OF OHIO)
) SS
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Franz A. Geiger, Authorized Partner Representative of the Robert Christian Echele Trust, dated October 6, 1988, as amended, and general partner of KEW Investment Company, an Ohio general partnership, general partner of N.P. Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership.

Lois Westfall
Notary Public
My Commission Expires: _____

NOTARIAL SEAL STATE OF OHIO

LOIS WESTFALL
Notary Public, State of Ohio
My Commission Expires 10-14-2009

This Instrument Prepared by:

Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215

EXHIBIT A

PROPERTY OWNERS

Owner	Deed Reference	Date of Recording
Newcome, Inc.	Vol. 0555 Page 429	03/16/93
Gemini Limited Partnership	Vol. 0571 Page 377	04/14/94
James D. Cooke and Susan Cooke	Vol. 0594 Page 329	09/29/95
Rockford Offices Ltd.	Vol. 0594 Page 378	10/05/95
Larry King Family Limited Partnership and Winks Family Limited Partnership	Vol. 0610 Page 433	09/13/96
Quick Properties North, Ltd.	Vol. 0615 Page 209	12/13/96
Corporate One Credit Union, Inc.	Vol. 0621 Page 739	04/25/97
Wallace Enterprises Limited Partnership	Vol. 0623 Page 205	05/15/97
Polaris Amphitheater Concerts, Inc.	Vo. 0625 Page 496	06/27/97
The Miller Jones Group, Ltd.	Vol. 0628 Page 353	8/28/97
Polaris Commerce Center, LLC	Vol. 0629 Page 428	09/24/97
Formsma-Gottlieb Rentals, Ltd.	Vol. 0658 Page 250	12/31/97
BP Exploration & Oil Inc.	Vol. 0635 Page 302	01/02/98
Polaris Center	Vol. 0636 Page 068	01/13/98
TATCO Polaris, Ltd.	Vol. 0639 Page 264	03/25/98
Cardinal Title Holding Company	Vo. 0644 Page 337	06/24/98
Polaris Center LLC	Vol. 0644 Page 351	06/24/98
Larry King Family Limited Partnership and Winks Family Limited Partnership	Vol. 0649 Page 191	09/16/98
Banc One Management Corporation	Vol. 0650 Page 105	10/01/98
Banc One Management Corporation	Vol. 0650 Page 107	10/01/98
Dayton Hudson Corporation	Vol. 0655 Page 318	12/24/98
Sylvia R. Cook	Vol. 0666 Page 431	06/24/99
Polaris Office Partners, Ltd.	Vol. 0002 Page 442	07/28/99
BEF REIT, Inc.	Vol. 0669 Page 683	08/06/99
Lowe's Home Centers, Inc.	Vol. 0669 Page 844	08/11/99
Cort Venture, LLC	Vol. 0671 Page 766	09/07/99
Orion Office Park, Ltd.	Vol. 0002 Page 437	09/22/99

EXHIBIT A

PROPERTY OWNERS

Owner	Deed Reference	Date of Recording
STSH Properties, Ltd.	Vol. 0003 Page 949	10/01/99
UH Columbus Investment Limited Partnership	Vol. 0006 Page 1856	10/22/99
United Dairy Farmers, Inc.	Vol. 0017 Page 0428	01/11/00
Gay Street Polaris, LLC Boothby Thun, LLC	Vol. 0040 Page 0265	06/30/00
Polaris Old State Company	Vol. 0047 Page 1083	08/28/00
J.C. Penney Properties, Inc.	Vol. 0049 Page 2037	09/06/00
Rich's Department Stores, Inc.	Vol. 0048 Page 2056	09/06/00
Saks Fifth Avenue, Inc.	Vol. 0048 Page 2051	09/06/00
The McGraw-Hill Companies, Inc.	Vol. 0633 Page 0414 Vo. 0049 Page 0988	09/08/00 09/08/00
Sears, Roebuck and Co.	Vol. 0105 Page 1111	06/22/01
Polaris Partners Ltd.	Vol. 0144 Page 1952	11/16/01
Waelco Properties	Vol. 0284 Page 0122	12/20/02
Duke Realty Ohio	Vol. 0298 Page 1744	01/28/03
UHA Corporation, LLC	Vol. 0315 Page 0312	03/06/03
Lifeway Center, LLC	Vol. 0331 Page 0261	04/10/03
PFP Columbus, LLC	Vol. 0334 Page 1003	04/16/03
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