

GWS 2101797

Cross Reference:

Official Record 8142, Page 1886
Official Record 8183, Page 1587
Official Record 8315, Page 1901

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR NORTH
POINTE AT UNION CENTRE**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR NORTH
POINTE AT UNION CENTRE (hereinafter referred to as the "**Third Amendment**") is made this
13 day of January, 2022, by and between DK NORTH POINTE, LLC, an Ohio
limited liability company ("**DK**"), and THE GC NET LEASE (WEST CHESTER) INVESTORS,
LLC, a Delaware limited liability company ("**GC**").

WHEREAS:

A. DK and GC (collectively known hereinafter as the "**Parties**") are the collective owners of certain property (the "**Property**") located in West Chester Township, Butler County, Ohio, and legally described on Exhibit A attached hereto and made a part hereof, and comprise all of the Members.

B. On August 6, 2009, that certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for North Pointe at Union Centre was recorded in the Office of the Recorder of Butler County, Ohio as Official Record 8142, Page 1886 (the "**Initial Declaration**"). On December 23, 2009, a certain First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for North Pointe at Union Centre was recorded in the Office of the Recorder of Butler County, Ohio as Official Record 8183, Page 1587 (the "**First Amendment**"). On March 3, 2011, a certain Second Amendment to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for North Pointe at Union Centre was recorded in the Office of the Recorder of Butler County, Ohio as Official Record 8315, Page 1901 (the "**Second Amendment**"). The Initial Declaration, the First Amendment and the Second Amendment are hereinafter referred to as the "**Current Declaration**."

EXECUTION VERSION

C. The Current Declaration creates certain rights, obligations and covenants running with the land and affecting the Property, as more particularly described in the Current Declaration.

D. Pursuant to Section 12.3 of the Current Declaration, the Parties, being all of the Members, desire to modify certain portions of the Current Declaration. This Third Amendment was approved in writing by an affirmative vote of all Members.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Article I, *Certain Definitions*, is hereby amended by deleting the definition of "Bylaws" in its entirety and replacing it with the following:

Bylaws. The Code of Regulations of the Association, as amended from time to time.

2. Section 4.1 (a) and Section 4.1 (b) of the Initial Declaration are hereby deleted in their entirety and replaced with the following:

4.1 Use.

(a) Each Site and all Improvements thereon shall be used only for or in support of the following:

- i. Specialty retail including apparel, fashion accessories, home goods, sporting goods, hobbies, gifts, specialty packaged/prepared foods, large(r) format retail/anchors including general merchandise (department stores) and "junior" majors, cart-based temporary retail/vendors, kiosk-based retail/food vendors, service businesses, personal service businesses, financial services, grocery and specialty foods, personal care services (salons and spas), professional retail services (for example, florists/printing/copying, dry cleaner, shoe repair, real estate/escrow, or similar);
- ii. Offices and professional services, medical, dental, pet care, financial/ investment service offices, educational schools and specialty academies;
- iii. Single-family attached dwellings (town homes), apartments and other multi-family dwellings, residential condominiums, loft-style residences, assisted or independent living residences, and senior housing;
- iv. Medical uses;
- v. Restaurants, cafés, bistros, and bars;

- vi. Fuel station, filling station, gas station, convenience store;
 - vii. Entertainment and recreational venues;
 - viii. Theaters and cinemas;
 - ix. Hospitality/hotel(s);
 - x. Conference and meeting facilities;
 - xi. Parking, including street and surface lots/garages;
 - xii. Public, civic, and institutional uses;
 - xiii. Accessory structure uses;
 - xiv. Open spaces and event spaces;
 - xv. Research and development facilities and light manufacturing, only when co-located with office use; and
 - xvi. Any other purposes which are allowed by applicable zoning regulations and approved in advance by the Design Review Committee.
- (b) No Site or Improvements thereon shall be used for a "Prohibited Use," which for purposes hereof, shall mean:
- i. a roller rink;
 - ii. an adult bookstore, an adult theatre, an adult amusement facility, or a facility selling or displaying pornographic materials;
 - iii. a jail, penal detention or correctional farm or facility, or labor camp;
 - iv. a cemetery, mausoleum, or funeral home;
 - v. a sanatorium;
 - vi. a second-hand, odd-lot, close-out or liquidation store, an auction house, or a flea market;

- vii. a blood bank;
 - viii. the outdoor housing or raising of animals;
 - ix. an off-track betting establishment, or a bingo parlor;
 - x. the use, storage, disposal, or handling of hazardous materials or underground storage tanks, excepting hazardous materials (including, without limitation, in underground storage tanks) that are necessary or appropriate for uses that are not otherwise prohibited hereunder, in which case the use, storage, disposal, and handling thereof shall be in compliance with all applicable environmental laws, regulations, and standards of a first-class real estate development;
 - xi. any commercially unreasonable noxious, offensive, dangerous, or unsafe activity (including, without limitation, the operation of a garbage plant, rendering plant, junk or salvage yard, smelting or refining facility, slaughterhouse, or facility for the use of storage or explosives);
 - xii. any activity that creates an annoyance or nuisance by reason of commercially unreasonable unsightliness or commercially unreasonable emission of odors, dust, fumes, smoke, or noise; or
 - xiii. truck stops.
3. Section 4.2 of the Initial Declaration is deleted in its entirety and is not replaced.
4. Notwithstanding anything in Article VIII of the Initial Declaration or any other provision of the Current Declaration to the contrary:
- (a) The Design Review Committee shall be comprised of four (4) individuals who shall be designated by a process set forth in the Bylaws.
 - (b) So long as the use and the plans and specifications for proposed Improvements to be constructed, erected, placed upon, moved to or permitted on any Site, or for proposed alterations to existing Improvements on a Site, or for any signage on any Site, (i) are appropriate under and in compliance with Section 4.1 of this Declaration and (ii) the plans and specifications otherwise comply with the

Development Guidelines, then such plans and specifications (and the corresponding Improvements, alterations and signage) shall be deemed approved by the Design Review Committee. Notwithstanding the foregoing, if two (2) members of the Design Review Committee believe that the plans and specifications for proposed Improvements to be constructed, erected, placed upon, moved to or permitted on any Site, or for proposed alterations to existing Improvements on a Site, or for any signage on any Site, do not comply with the Development Guidelines, then the Design Review Committee shall request that West Chester Township, acting through its board of trustees, determine whether the plans and specifications for the proposed Improvements, alterations or signage comply with the provisions of the West Chester Township Zoning Resolution applicable to said Site (and a determination of such compliance with the provisions of the West Chester Township Zoning Resolution shall be deemed compliance with the Development Guidelines in this respect), and the final non-appealable decision of West Chester Township on such matter shall be determinative and binding on the Design Review Committee. For avoidance of doubt, the Development Guidelines do not govern the use of a Site as the use of a Site is governed entirely under Section 4.1 of this Declaration and the Development Guidelines govern the design standards for plans and specifications of proposed Improvements, alterations or signage.

5. Section 8.3(d) of the Initial Declaration is hereby deleted in its entirety and is not replaced.

6. The terms of this Third Amendment are incorporated into and made a part of the Current Declaration. All terms and provisions of the Current Declaration that are not expressly modified by this Third Amendment shall remain in full force and effect.

7. All capitalized terms that are not defined herein shall have the meanings ascribed to them in the Current Declaration.

8. This Third Amendment shall be construed under the laws of the State of Ohio, without application of its choice of law rules.

[Signatures and acknowledgments being on the following pages]

EXECUTION VERSION

The Parties, by their duly authorized representatives, have executed this Third Amendment to be effective on the day and year first written above.

DK NORTH POINTE, LLC,
an Ohio limited liability company

By Marie E Foy
Name: MARIE E FOY
Its: Asset Manager.

STATE OF OHIO
COUNTY OF HAMILTON SS:

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 2022,
by MARIE E. FOY, the ASSET MANAGER of DK North Pointe,
LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment
certificate; no oath or affirmation was administered to the signer with regard to this notarial act.



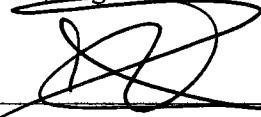
VICKIE L. KRAMER
Notary Public, State of Ohio
My Commission Expires 06-07-2022

Vickie L. Kramer
Notary Public
Vickie L. KRAMER
(Printed name)
(Affix seal)
6/7/2022
(Commission expiration date)

The GC Net Lease (West Chester) Investors, LLC,
a Delaware limited liability company

By: GRT OP, L.P., a Delaware limited
partnership, its sole member

By: Griffin Realty Trust, Inc., a Maryland
corporation, its general partner

By: 
Name: _____
Title: **Javier F. Bitar**
Chief Financial Officer

ACKNOWLEDGMENT

CALIFORNIA CIVIL CODE §1189

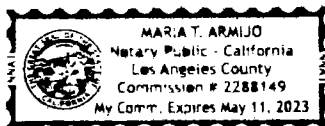
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }^{SS}

On January 16, 2022 before me, Maria T. Armijo, Notary Public, personally appeared, Javier F. Bitar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Maria T. Armijo
Signature
(SEAL)

THIS INSTRUMENT PREPARED BY:
SHEILA NOLAN GARTLAND, VORYS, SATER, SEYMOUR AND PEASE LLP, 52 E. GAY STREET,
COLUMBUS, OHIO 43215

EXHIBIT A
TO
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR NORTH
POINTE AT UNION CENTRE

(CONSISTING OF FOUR PAGES)
LEGAL DESCRIPTION
25.143 Acres

Situated in Section 27, Town 3, Range 2, West Chester Township, Butler County, Ohio, being part of a 27.553 acre parcel conveyed to Duke Construction, Limited Partnership in O.R. 8048, Pg. 1558, the boundary of which being more particularly described as follows:

Beginning the northwest corner of said 27.553 acre parcel;

Thence along a northerly line of said 27.553 acre parcel; S86°48'37"E a distance of 910.04 feet;

Thence along an easterly line of said 27.553 acre parcel, S04°37'44"W a distance of 300.09 feet to a point in a northerly line of said 27.553 acre parcel;

Thence along said northerly line, S86°48'37"E a distance of 398.66 feet to the westerly right-of-way line of Cincinnati-Dayton Road;

Thence along said westerly right-of-way the following three (3) courses:

1. S05°26'12"W a distance of 301.97 feet;
2. S15°10'17"W a distance of 95.07 feet;
3. S21°01'51"W a distance of 284.50 feet to a point of curvature;

Thence along lines through said 27.553 acre parcel the following nine (9) courses;

1. Along a curve to the right an arc distance of 73.20 feet, said curve having a radius of 50.00 feet, a central angle of 83°53'01" and a chord bearing S62°58'21"W for 66.84 feet;
2. N75°05'08"W a distance of 70.09 feet;
3. N77°58'22"W a distance of 80.80 feet to a point of curvature;
4. Along a curve to the left an arc distance of 32.98 feet to a point of tangency, said curve having a radius of 214.00 feet, a central angle of 08°49'44" and a chord bearing N82°23'45"W for 32.94 feet;
5. N86°48'37"W a distance of 883.35 feet to a point of curvature;
6. Along a curve to the right an arc distance of 47.12 feet to a point of tangency, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing N41°48'37"W for 42.43 feet;
7. N03°11'23"E a distance of 711.54 feet;

8. Along a curve to the right for an arc distance of 23.26 feet to a point of reverse curvature, said curve having a radius of 30.00 feet, a central angle of 44°24'55" and a chord bearing N25°23'51"E for 22.68 feet;
9. Along a curve to the left for an arc distance of 126.68 feet, said curve having a radius of 54.00 feet, a central angle of 134°24'55" and a chord bearing N19°36'09"W for 99.57 feet to a point in the west line of the aforesaid 27.553 acre parcel;

Thence along said west line, N03°11'23"E a distance of 115.67 feet to the Point of Beginning.

Containing 25.143 acres more or less. **m5620027000094**

**LEGAL DESCRIPTION
17.860 ACRES**

Situated in Section 27, Town 3, Range 2, West Chester Township, Butler County, Ohio, being part of a 19.722 acre parcel conveyed to Duke Construction, Limited Partnership in O.R. 8048, Pg. 1558, the boundary of which being more particularly described as follows:

Commencing at the northeast corner of said 19.722 acre parcel;

Thence along easterly lines of said 19.722 acre parcel, S21°23'53"W a distance of 193.35 feet;

Thence continuing N68°56'55"W a distance of 49.58 feet to the True Point of Beginning;

Thence along easterly lines of said 19.722 acre parcel the following four (4) courses:

1. N68°56'55"W a distance of 9.01 feet;
2. S24°13'52"W a distance of 354.88 feet;
3. S52°00'54"W a distance of 38.26 feet;
4. S26°04'20"W a distance of 46.67 feet;

Thence along the northerly right-of-way line of Union Centre Boulevard the three (3) courses:

1. S65°32'26"W a distance of 692.36 feet;
2. S71°15'49"W a distance of 113.83 feet to a point of curvature;
3. Along a curve to the right an arc distance of 106.00 feet to a point of compound curvature, said curve having a radius of 761.15 feet, a central angle of 07°58'46" and a chord bearing S78°53'38"W for 105.92 feet;

Thence along lines through said 19.722 acre parcel the following eleven (11) courses:

1. Along a curve to the right an arc distance of 70.02 feet to a point of tangency, said curve having a radius of 40.00 feet, a central angle of $110^{\circ}17'46''$ and a chord bearing $N46^{\circ}58'06''W$ for 61.42 feet;
2. $N03^{\circ}10'47''E$ a distance of 111.03 feet;
3. $N01^{\circ}57'10''W$ a distance of 49.98 feet;
4. $N03^{\circ}11'23''E$ a distance of 752.37 feet to a point of curvature;
5. Along a curve to the right an arc distance of 47.12 feet to a point of tangency, said curve having a radius of 30.00 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing $N48^{\circ}11'23''E$ for 42.43 feet;
6. $S86^{\circ}48'37''E$ a distance of 782.91 feet to a point of curvature;
7. Along a curve to the right an arc distance of 38.06 feet to a point of tangency, said curve having a radius of 186.00 feet, a central angle of $11^{\circ}43'29''$ and a chord bearing $S80^{\circ}56'52''E$ for 37.99 feet;
8. $S75^{\circ}05'08''E$ a distance of 23.07 feet;
9. $S61^{\circ}35'24''E$ a distance of 51.42 feet;
10. $S75^{\circ}05'08''E$ a distance of 125.84 feet to a point of curvature;
11. Along a curve to the right an arc distance of 83.88 feet to a point in the westerly right-of-way line of Cincinnati-Dayton Road, said curve having a radius of 50.00 feet, a central angle of $96^{\circ}06'59''$ and a chord bearing $S27^{\circ}01'39''E$ for 74.38 feet;

Thence along the westerly right-of-way line of Cincinnati-Dayton Road, $S21^{\circ}01'51''W$ a distance of 79.43 feet to the Point of Beginning.

Containing 17.860 acres more or less.

M5620027000095

LESS AND EXCEPT THE FOLLOWING:

Description and Depiction of 3.192 acre parcel

Situated in Section 27, Town 3, Range 2, West Chester Township, Butler County, Ohio and being part of a 27.533 acre tract conveyed to Duke Construction Limited Partnership in O.R. 8048 Pg. 1558, the boundary of which being more particularly described as follows:

Commencing at the southwest corner of Lot 958 of Saratoga Farms, Beckett Ridge, Section 29, Phase RZ3, State 1 as recorded in Plat Envelope 1688 Pages A-E also being in the easterly limited access right-of-way line of Interstate 75; Thence along said limited access right-of-way line, $S42^{\circ}39'31''W$ a distance of 102.01 feet; Thence continuing $S40^{\circ}16'24''W$ a distance of 684.07 feet to the northwest corner of a 39.759 acre tract of land conveyed to Union Centre 47, LLC, in O.R. 8047 Pg. 1806, witness a $3/4''$ iron pin found North 0.4 feet;

Thence with the northerly lines of said 39.759 acre tract the following five (5) courses:

1. $S05^{\circ}53'23''W$ a distance of 79.60 feet to a $3/4''$ iron pin found;
2. $N72^{\circ}18'25''E$ a distance of 245.71 feet to a 1" iron pin found;

3. S86°48'37"E a distance of 861.89 feet to a 5/8" iron pin found in the west line of a tract of land conveyed to Union Township Cemetery;
4. S00°25'23"W a distance of 511.50 feet to a 5/8" iron pin found;
5. S86°48'37"E a distance of 216.98 feet to a 5/8" iron pin found with an ID cap stamped "Kleingers" at the Pointe of Beginning, also being the northwest corner of said 27.553 acre tract;

Thence continuing along the northerly line of said 27.553 acre tract and the southerly line of said cemetery lands, S86°48'37"E a distance of 910.04 feet to a concrete monument found at the northwest corner of a 2.7548 acre (reminder) tract of land conveyed to Cincinnati Gas & Electric Company in D.B. 951, Pg. 693;

Thence along the west line of said 2.7548 acre tract S04°37'44"W a distance of 300.09 feet to a concrete monument found;

Thence along the south line of said 2.7548 acre tract, S86°48'37"E a distance of 398.66 feet to a point on the westerly right-of-way line of Cincinnati-Dayton Road, witness a concrete monument found East 1.4 feet;

Thence along said right-of-way line, S05°26'13"W a distance of 15.01 feet to a 5/8" iron pin set;

Thence along new division lines through said 27.553 acre tract the following five (5) courses:

1. N86°48'37"W a distance of 428.46 feet to a 5/8" iron pin set;
2. N04°37'44"E a distance of 132.04 feet to a 5/8" iron pin set;
3. N86°48'37"W a distance of 426.03 feet to a 5/8" iron pin set;
4. N03°04'08"E a distance of 82.33 feet to a 5/8" iron pin set;
5. N86°48'37"W a distance of 449.23 feet to a 5/8" iron pin set in the westerly line of said 27.553 acre tract;

Thence along said westerly line, N03°11'23"E a distance of 100.67 feet to the Point of Beginning.

M5620027000093