This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

FOR

WINGATE VILLAGE SUBDIVISION

PLAT THREE

SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by JAMES CONSTRUCTION COMPANY, INC., an Ohio Corporation, hereinafter called "Developer", and WINGATE VILLAGE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer (and the entity consenting below hereof) is the record owner of all of the lots in Wingate Plat Three, a Subdivision in the Township of Springfield, Lucas County, Ohio as shown on the recorded plans of same (collectively "plats") recorded at Volume 150, pages 12 respectively, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "Wingate"); and

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

WHEREAS, Association is or will be the record owner of all that portion of Wingate subdivision designated as Common Area Lots "A", "B", "C", and "D" (sometimes also "Common Areas") on that plat including any portions thereof shown to be used for roadway and utility purposes, as well as recreational, drainage and open space purposes; and

WHEREAS, Wingate is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

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

All transfers and conveyances of each and every lot in the subdivision shall be made subject to these covenants and restrictions. Except as may be otherwise provided herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2014, or may be amended or terminated after January 1, 2014, by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

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

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

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

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

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

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

RESIDENTIAL LOTS

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings or two-family dwellings purposes, together with the usual accessory uses pertaining thereto such as private or storage garages. Group homes are specifically deemed not to be "single or two-family" purposes.
The twenty-four (24) residential lots located as shown on the plat shall be residential lots and
the remainder of the real estate included in the subdivision designated as Common Areas shall,
except as otherwise provided for herein, be used exclusively for roadway, drainage and/or utility and
open space purpose as shown on the plat.

Each single-family residential lot as shown on the plat for Wingate shall contain at least four
thousand five hundred (4,500) square feet. Each two (2) family residential site, as defined below,
shall contain at least nine thousand (9,000) square feet or at least four thousand five hundred (4,500)
square feet per lot.

Although all sixty-four (64) lots in the subdivision can be characterized as single family sites,
the Developer intends to develop the lots in pairs of adjoining lots. On each such pair of adjoining
lots comprising two-family residential site there may therefore be constructed either two (2)
residential structures, each being a single-family dwelling, or in the alternative, one (1) residential
structure which shall be either a single-family dwelling or a two-family dwelling occupying both lots
comprising such two-family residential site. If any attached single family unit is not constructed or
added to an existing paired single family unit within seven (7) months after the commencement
of construction of the first paired single family unit, then the builder of the first paired single family
unit shall be required to add siding to the first paired single family unit consisting of exterior
plywood siding (TI-11) with matching stain. The Developer reserves the right to expand the
subdivision to include a Plat Three of Wingate which shall contain an additional twenty-four (24)
lots.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, homes, garages, basements,
swimming pools, tennis courts, driveways (which shall all be concrete), landscape hedges, or other
enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until
detailed plans and specifications thereafter have been first approved in writing by the architectural
control committee (hereinafter sometimes called "committee").

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

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

All residential dwellings and accessory structures must be erected wholly within the
residential lot lines and no closer to any of the roadways than the building lines of the residential lots
as shown on the recorded plat.

If approved by the committee and the Association, patios, open or enclosed porches, decks,
walkways, privacy screens and shrubbery which service a particular dwelling may extend into any
portion of the Common Areas located immediately adjacent to said dwelling.

The maximum height of all residential dwellings erected within the subdivision shall be
thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the
subdivision (exclusive of garages, basements and patios) shall be one thousand three hundred (1,300)
square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop
Wingate as an architecturally harmonious, artistic and desirable residential subdivision having an
open-space atmosphere with residences located in a planned manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with the Association. Fences shall not be permitted within any of the Common Areas.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. Included within such established theme are conditions that the exterior front gables of all structures within the subdivision must be brick, with any remaining exterior covered by vinyl siding, except for garage doors which shall be wood-framed and which shall be steel in composition.

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

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

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

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

THE WINGATE HOMEOWNER'S ASSOCIATION

All owners of lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot.
Each member of the Association, in common with all other members as owners of residential lots in the subdivision, shall have the right to use the Common Areas in the subdivision for all purposes incidental to the use and occupancy of his residential lot as a place of residence and other incidental uses.

All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the Committee has approved the extension into any portion thereof immediately adjacent to dwellings erected on a residential lot of porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

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

**ASSESSMENTS**

For the calendar year 2001 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly, quarterly, semi-annually or annual installments as determined by the Association during the calendar year for which the assessment is levied; payable by each residential lot owner to the Association; provided, however, that the assessment for residential lots owned by the Developer or Developer’s successors in the title upon which no construction has commenced shall be Twenty Dollars ($20.00) per month for each vacant residential lot until occupancy. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year.

In addition to the assessment set forth above, each and every residential lot owner shall be charged a non-refundable Two Hundred Dollar ($200.00) initiation fee payable to the Association upon acquiring title to each residential lot. The Two Hundred Dollars ($200.00) initiation fee shall be charged to all original residential lot owners as well as all subsequent residential lot owners upon the resale of all residential lots in Wingate.

In addition to the non-refundable initiation fee set forth above, each and every residential lot owner shall be charged a monthly maintenance fee of Seventy-Five Dollars ($75.00). The initial monthly maintenance fee may hereafter be charged and adjusted in accordance with such rules and regulations as are hereafter adopted and amended by the Wingate Homeowner’s Association.

Commencing in 2001, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

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

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

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

USE AND ACTIVITIES

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision. No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots.

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

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

No trailer, basement tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.
All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed in place underground sprinkler systems which will be tied into a separate meter located on the Common Areas and operated and maintained by the Association. The Association shall therefore determine how often and when the lots are watered or sprinkled. The underground sprinkler system using city water to be installed on each residential site shall be used and maintained by each residential lot owner in accordance with such rules and regulations as are hereafter adopted and amended by the Wingate Homeowner's Association created pursuant to this Declaration.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the committee or Association.

DEVELOPER RESERVATION OF RIGHTS AND GRANT OF COMMON WALL EASEMENTS

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

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

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

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

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Unless the owners of adjoining residential lots should otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at any time pursuant to plans and specifications approved by the committee. In the event that any portion of any structure, including any foundation, foot, overhang, fire wall, party wall, decorative wall or fence, which has been constructed or along a residential lot line in accordance with plans and specifications approved by the committee shall protrude not more than six inches onto or over an adjoining residential lot, such protrusion shall not be deemed to be an encroachment upon the adjoining...
residential lot, but the rights and obligations of the adjoining residential lot owner with respect thereto shall be governed by this paragraph and no residential lot owner shall maintain any action or the removal of such protrusion. In such event, there shall be deemed to be a perpetual easement in favor of the encroaching party, so long as such use shall be maintained, for (a) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (b) lateral support of such protrusion by the subsoil of said minerals in and under the servient parcel; provided, however, that the foregoing easement shall not be construed to prevent the owner of any residential lot from making excavations on such owner’s lot for construction, reconstruction, enlargement, maintenance or repair of such owner’s dwelling so long as such owner shall protect the rights granted the adjoining residential lot owner hereunder in making such excavations. The foregoing shall also apply to any replacements of the original structure, party wall, decorative wall or fence, and the foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration. This paragraph shall apply only to party walls and party fences which have been properly located under the plans and specifications approved by the committee and shall not be deemed to validate or to waive the right of any residential lot owner to require the removal of any encroachment which has not been so approved by the committee.

GENERAL

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

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

Until December 31, 2000, Developer shall maintain all Common Areas in the subdivision as herein required and guarantee to all lot owners that the annual assessment herein provided per lot shall not exceed for said calendar years of 1999 and 2000 the sum of Nine Hundred Dollars ($900.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, James Construction Company, Inc., an Ohio corporation, and The Wingate Village Homeowner’s Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 18th day of August, 2001.

WITNESSEES:

JAMES CONSTRUCTION COMPANY, INC., an Ohio corporation

By:  

James D. Sahadi, President

01 4625E11
STATE OF OHIO, COUNTY OF LUCAS.

The foregoing instrument was acknowledged before me this 14th day of August, 2001 by James D. Sahadi, President of The Wingate Village, an Ohio corporation, on behalf of said company.

Notary Public, State of Ohio

The foregoing instrument was acknowledged before me this 14th day of August, 2001 by James D. Sahadi, President of Wingate Village Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said company.

Notary Public, State of Ohio

CONSENT OF RECORD TITLE HOLDER

The undersigned, for valuable consideration, hereby consents to, ratifies and adopts the foregoing Declaration as if same were of record prior to the undersigned's taking record title to any lots in Wingate.

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By:

Attorney for Marshal

STATE OF OHIO, COUNTY OF LUCAS.

The foregoing instrument was acknowledged before me this 14th day of August, 2001 by Andrea M. Marshall, an Ohio corporation, on behalf of said corporation.

Notary Public, State of Ohio
AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WINGATE VILLAGE SUBDIVISION PLAT ONE, TWO AND THREE

a Subdivision in the Township of Springfield, Lucas County, Ohio

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS (the "Amendment") is made and adopted on the days and year hereinafter set forth.

WHEREAS, Wingate Village Subdivision consists of lots numbered one (1) through sixty-four (64), inclusive, as set forth on plats recorded in Volume 146, Page 35, Volume 146, Page 38 and Volume 150, Page 12 of the Lucas County Record of Plats (collectively, the "Subdivision");

WHEREAS, James Construction Company, Inc. (the "Developer") adopted and recorded a certain Declaration of Restrictions as to the Subdivision (a) dated December 2, 1999, recorded at Lucas County Deed Record 99 4739B04 through 99 4739B12, inclusive and (b) dated August 9, 2001, recorded at Lucas County Deed Record 01 4625E04 through 01 4626A01, inclusive (collectively, the "Declaration");

WHEREAS, the Declaration provides that the owners of not less than two-thirds (2/3) of the lot owners in the Subdivision may amend the Declaration; and

WHEREAS, the undersigned, representing at least two-thirds (2/3) of the lot owners in the Subdivision desire to amend the Declaration.

NOW, THEREFORE, the undersigned hereby declare, covenant and stipulate that, the foregoing recitals are incorporated herein and that all property as shown on the recorded plats of the Subdivision shall hereafter be bound by and conveyed subject to the following restrictions, covenants and conditions.

1. Without the prior written consent of the Board of Directors of the Association, no lot shall be rented or leased. Any lease approved by the Association shall be (i) in writing, (ii) for a period of at least one (1) year, (iii) shall contain a covenant that the tenant shall abide by the Declaration, the Code of Regulations of the Association and any Rules and Regulations adopted by the Association, including, but not limited to, any Rules and Regulations specifically addressing the rental or lease of lots.

2. All of the terms and provisions of the Declaration, as hereby amended, are ratified, approved, and confirmed.
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

[Signature]
Daniel J. Merchant, Co-Trustee

[Signature]
Kay A. Crowley, Co-Trustee

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Daniel J. Merchant and Kay A. Crowley, Co-Trustees.

[Seal]
R. Abercrombie
Notary Public, State of Ohio
Commission Expires: ____________________

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[Lot 1]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this __________ day of ______, 2004.

Wilbur L. Hamilton
Kay S. Hamilton

STATE OF OHIO 
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this __________ day of ______, 2004, by Wilbur L. Hamilton and Kay S. Hamilton, husband and wife.

Rose Gozdowski
Notary Public

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[Lot 2]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Linda L. Sullivan

Dean F. Sullivan

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Linda L. Sullivan and Dean F. Sullivan, wife and husband.

MARY CAROL KROTZER
Notary Public
My Commission Expires: 11-04-08

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[Lot 3]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this __ day of June, 2004.

Darlene Logsdon

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by Darlene Logsdon, unmarried.

Christina M. Hansen
Notary Public
My Commission Expires:____________

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[Lot 5]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this ___ day of June, 2004.

[Signature]

Frank J. Reynolds

[Signature]

Catherine D. Callahan

STATE OF OHIO

COUNTY OF [Lucas]

The foregoing instrument was acknowledged before me this ___ day of June, 2004, by Frank J. Reynolds and Catherine D. Callahan, husband and wife.

[Seal]

AMBERL MICHAELE MEYER
Notary Public, State of Ohio
My Commission Expires: 12/31/2008

[Remainder of page intentionally left blank]

[Lot 6]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 15 day of June, 2004.

Karen S. Wineland

STATE OF OHIO  
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 15 day of June, 2004, by Karen S. Wineland, unmarried.

(SEAL)

Notary Public

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[Lot 8]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

[Signature]

Judith A. Keller, Trustee

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Judith A. Keller, Trustee.

(SEAL)  
GENE R. ABERCROMBIE
Notary Public, State of Ohio
Commission Expires:  

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[Lot 9]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 18 day of May, 2004.

Mary E. Ellis

STATE OF OHIO
COUNTY OF LUCAS
The foregoing instrument was acknowledged before me this 18 day of May, 2004, by Mary E. Ellis, unmarried.

Barbara Hampton
Notary Public
My Commission Expires: 10-31-08
BARBARA D. HAMPTON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 10-21-08

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[Lot 10]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Daniel G. Cox

Linda M. Cox

STATE OF OHIO  )
 ) ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Daniel G. Cox and Linda M. Cox, husband and wife.

(SEAL)

GENE R. ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 11]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 13th day of May, 2004.

Jacqueline A. Link, Trustee or her successor under the Jacqueline A. Link Trust, dated July 8th, 1996 as to an undivided one-half (1/2) interest

Patricia L. Hanna-Garlitz, Trustee of the Patricia Lynn Hanna-Garlitz Trust, dated June 19th, 1995 as to the remaining undivided one-half (1/2) interest

STATE OF OHIO )
COUNTY OF Lucas ) ss:

The foregoing instrument was acknowledged before me this 13th day of May, 2004, by Jacqueline A. Link, Trustee or her successor under the Jacqueline A. Link Trust, dated July 8th, 1996 as to an undivided one-half (1/2) interest and Patricia L. Hanna-Garlitz, Trustee of the Patricia Lynn Hanna-Garlitz Trust, dated June 19th, 1995 as to the remaining undivided one-half (1/2) interest.

Karen Sheets
Notary Public
My Commission Expires: 12-29-06

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[Lot 16]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July, 2004.

Richard A. Loroff

Kathy M. Loroff

STATE OF OHIO  )
COUNTY OF LUCAS  ) ss:

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Richard A. Loroff and Kathy M. Loroff, husband and wife.

Doreen A. Sowle
Notary Public
My Commission Expires: 4-17-2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 19]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

[Signature]
Patricia A. Vandervoord

Mara M. Tulenson

STATE OF OHIO )
COUNTY OF LUCAS ) ss:

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Patricia A. Vandervoord, single, and Mara M. Tulenson, married.

[SEAL]
Notary Public
My Commission Expires:___________

EPIC D. TULENSON, husband of Mara M. Tulenson hereby releases all rights of dower therein.

[Signature]
EPIC D. TULENSON

STATE OF OHIO )
COUNTY OF LUCAS ) ss:

The foregoing instrument was acknowledged before me this 19th day of May 2004, by EPIC D. TULENSON, husband of Mara M. Tulenson.

[SEAL]
Notary Public
My Commission Expires:___________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 31st day of July, 2004.

Derrick M. Manley

STATE OF OHIO                  )
COUNTY OF LUCAS ) ss:

The foregoing instrument was acknowledged before me this 31st day of July, 2004, by Derrick M. Manley, unmarried.

(SHERRIE L. SCHMIDT)
Notary Public
My Commission Expires: 3-26-07

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 22]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 27th day of June, 2004.

Shawn R. Kerger

Amy Kerger

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 29th day of June, 2004, by Shawn R. Kerger and Amy Kerger, husband and wife.

Barbara J. Fairchild
Notary Public
My Commission Expires: 7-28-05

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 23]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Marilyn E. Zak

STATE OF OHIO 

COUNTY OF LUCAS 

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Marilyn E. Zak, unmarried.

(SEAL)

NE H. ABERCRUMBIE

My Commission Expires: 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 24]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July, 2004.

[Signature]
Douglas J. Delp

STATE OF OHIO
) ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Douglas J. Delp, unmarried.

(SEAL)
DOREEN A. SOWLE
Notary Public
My Commission Expires: 4-17-2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this \( \_ \)\( ^{th} \) day of July, 2004.

[Signature]

Arthur Woods

STATE OF OHIO
COUNTY OF [County]

The foregoing instrument was acknowledged before me this ____ day of July, 2004, by Arthur Woods, unmarried.

[Signature]

[Notary Public]

[Seal]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 26]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this \underline{19th} day of May, 2004.

\underline{[Signature]}  
Judith A. Smith, Trustee of the Judith A. Smith Revocable Living Trust

STATE OF OHIO  
\underline{[Signature]} ss:
COUNTY OF \underline{LUCAS}

The foregoing instrument was acknowledged before me this \underline{19th} day of May, 2004, by Judith A. Smith, Trustee of the Judith A. Smith Revocable Living Trust.

\underline{[Signature]}  
Notary Public  
My Commission Expires: 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 28]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 14th day of May, 2004.

Barbara L. Graham

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of May, 2004, by Barbara L. Graham, married.

Kim E. Kimball
Notary Public
My Commission Expires: 2-26-06
Notary Public, Lucas County, Ohio

Michael R. Graham, husband of Barbara L. Graham, hereby releases all rights of dower therein.

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 17th day of May, 2004, by Michael R. Graham, husband of Barbara L. Graham.

Robert A. Ziviski
Notary Public
My Commission Expires: 4-13-07
Notary Public, Lucas County, Ohio

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[LOT 30]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

[Signature]
Willie C. Stockton, Trustee

STATE OF OHIO

) ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Willie C. Stockton, Trustee.

(SEAL)

[Notary Public]
Notary Public
My Commission Expires: 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 31]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May 2004.

[Signature]

Michelle L. Von Seggern

STATE OF OHIO
)
)
COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Michelle L. Von Seggern, Notary Public, State of Ohio

(SEAL)

My Commission Expires:__________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 33]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Anne M. Sullivan

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Anne M. Sullivan, unmarried.

(SEAL)

Notary Public
My Commission Expires: __________
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July, 2004.

[Signature]
Stacy R. Jarchow

[Signature]
Diana L. Bortscher

STATE OF OHIO )
) ss:
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Stacy R. Jarchow and Diana L. Bortscher, both unmarried.

(SEAL)
DOREEN A. SOWLE
Notary Public - State of Ohio
My Commission Expires April 17, 2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 35]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July, 2004.

[Signature]
Giles J. Davis III

[Signature]
Lindsay S. Moats

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Giles J. Davis III and Lindsay S. Moats, unmarried.

[Seal]
Sandra L. Henizer
Notary Public
My Commission Expires: 7-7-2006

[Lot 36]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Clarence R. Signs

Naomi A. Girts-Signs

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Clarence R. Signs and Naomi A. Girts-Signs, husband and wife.

Notary Public
My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 37]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Frederick L. Brink

Elizabeth Carol Brink

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Frederick L. Brink and Elizabeth Carol Brink, husband and wife.

(SEAL)

Notary Public

Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 38]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this _19th_ day of _May_, 2004.

[Signature]
Randall L. DeGroff

[Signature]
Georgia K. DeGroff

STATE OF OHIO )
COUNTY OF LUCAS ) ss:

The foregoing instrument was acknowledged before me this _17th_ day of _May_, 2004, by Randall L. DeGroff and Georgia K. DeGroff, husband and wife.

(SEAL)

Notary Public
My Commission Expires: Jan 2, 2006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 40]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 12th day of May, 2004.

Roberta Simcox

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 12th day of May, 2004, by Roberta Simcox.

Christine E. Higgins
Notary Public
My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 41]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this _25_ day of _July_ 2004.

Robyn C. Feeback

STATE OF OHIO  
COUNTY OF ________________

The foregoing instrument was acknowledged before me this _25_ day of _July_ 2004, by Robyn C. Feeback, _____________________________.

(SEAL)

DOREEN A. SOWLE
Notary Public - State of Ohio
My Commission Expires April 17, 2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 42]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 13th day of May, 2004.

[Signature]
Lynn F. Gelsine

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 13th day of May 2004, by Lynn F. Gelsine, unmarried.

[Signature]
Tiffany Nitz
Notary Public
My Commission Expires: 10-31-05

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[List 44]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May 2004.

[Signature]

Joseph B. Schuette

Cathy J. Schuette

STATE OF OHIO

) ss:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Joseph B. Schuette and Cathy J. Schuette, husband and wife.

[Signature]

SEAL

GENE R. ABERCROMBIE
Notary Public, State of Ohio
Commission Has No Expiration
Section 147.03 R.C.

My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 45]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this $19th$ day of $May$, 2004.

Daniel C. Smith

Carol J. Smith

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this $19th$ day of $May$, 2004, by Daniel C. Smith and Carol J. Smith, husband and wife.

(SEAL)

R. ABERCROMBIE
Notary Public, State of Ohio
Commission Has No Expiration
Section 147.03 R.C.

My Commission Expires:___________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 47]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 26th day of July, 2004.

[Signature]

Robert E. Adams

STATE OF OHIO  

) ss:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 26th day of July, 2004, by Robert E. Adams, unmarried.

[Signature]

Laurie Weiher
Notary Public
My Commission Expires: 2-20-2006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July, 2004.

Paul J. Podolka

STATE OF OHIO  )
COUNTY OF Lucas ) ss:

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Paul J. Podolka, unmarried.

DOREEN A. SOWLE
Notary Public - State of Ohio
My Commission Expires April 17, 2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 50]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Jack E. Lietzke

Joyce A. Lietzke

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Jack E. Lietzke and Joyce A. Lietzke, husband and wife.

(SEAL)
Notary Public, State of Ohio
Commission Expires: ________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 52]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 18th day of May, 2004.

[Signature]
Judith A. Lodes

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 18th day of May, 2004, by Judith A. Lodes, unmarried.

[Seal]
Notary Public
My Commission Expires: 9-23-07

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 53]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19 day of May, 2004.

John O. Reason

Dorothy J. Reason

STATE OF OHIO                      ) ss:
COUNTY OF LUCAS                    )

The foregoing instrument was acknowledged before me this 19th day of May 2004, by John O. Reason and Dorothy J. Reason, husband and wife.

(SEAL)

Notary Public
My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 54]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this ___ day of ___, 2004.

[Signature]
Donald J. Millington

[Signature]
Ardith F. Millington

STATE OF OHIO

COUNTY OF ___________

JOSEPH S. EYRE
Notary Public, Wood County, State of Ohio
My Commission Expires March 3, 2009

The foregoing instrument was acknowledged before me this ___ day of ___, 2004, by Donald J. Millington and Ardith F. Millington, husband and wife.

[Signature]
Notary Public
My Commission Expires: ___/___/___

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 55]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Susan R. Thomas

STATE OF OHIO )
) ss:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Susan R. Thomas, Notary Public.

(SEAL)

My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 56]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 25th day of July 2004.

Dorothy M. Kardasz, Trustee under her Declaration of Trust dated June 26, 2001

STATE OF OHIO  )
COUNTY OF ) ss:

The foregoing instrument was acknowledged before me this 25th day of July 2004, by Dorothy M. Kardasz, Trustee under her Declaration of Trust dated June 26, 2001.

Doreen A. Sowle
Notary Public - State of Ohio
My Commission Expires April 17, 2008

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 57]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 14th day of July, 2004.

[Signature]
Paul W. Hochanadel

STATE OF OHIO
COUNTY OF LUCAS s:

The foregoing instrument was acknowledged before me this 14th day of July 2004, by Paul W. Hochanadel, unmarried.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 5-25-07

POLLY J. HOLL
Notary Public, State of Ohio
My Commission Expires May 25, 2007

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 59]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May 2004.

Robert L. Ruch
Cynthia A. Ruch

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May 2004, by Robert L. Ruch and Cynthia A. Ruch, husband and wife.

(SEAL)

Notary Public
My Commission Expires:

[LOT 60]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this 19th day of May, 2004.

Lynn D. Massey

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Lynn D. Massey, unmarried.

(SEAL) GENE R. ABERCROMBIE
Notary Public, State of Ohio
Commission Has No Expiration
Section 147.43 R.C.

Notary Public
My Commission Expires:__________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 61]
The undersigned has caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this _____19th____ day of ______May____ 2004.

Joanne E. Rutledge, Trustee of the Joanne E. Rutledge Living Trust dated September 9, 1996

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this _____19th____ day of ______May____ 2004, by Joanne E. Rutledge, Trustee of the Joanne E. Rutledge Living Trust dated September 9, 1996.

(SEAL)

GENE R. ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires: __________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 62]
The undersigned have caused this Amendment to Declaration of Restrictions to be executed on the date(s) set forth below.

Executed this ___19th___ day of ___May___, 2004.

James E. Murphy
Joni Dale Kaiser
”NKA Joni Dale Murphy"

STATE OF OHIO
) ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___19th___ day of ___May___, 2004, by James E. Murphy and Joni Dale Kaiser, husband and wife.

(SEAL)
GENE R. ABERCROMBIE
Notary Public, State of Ohio
Commission Has No Expiration
Section 147.03 R.C.

My Commission Expires: ____________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Lot 63]