WOLF CREEK
PLAT ONE

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DECLARATION OF RESTRICTIONS
As To
WOLF CREEK
A Subdivision in Springfield Township
Lucas County, Ohio

THIS DECLARATION OF RESTRICTIONS is made and adopted by WOLF CREEK DEVELOPMENT CORPORATION, an Ohio corporation with offices at 4210 Sylvania Avenue, Toledo, Ohio 43623 ("Developer") and by WOLF CREEK HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation (the "Association") with offices at 4210 Sylvania Avenue, Toledo, Ohio 43623.

WITNESSETH:

Developer is the owner of all of the residential lots shown on the plat of Wolf Creek Plat 1, which plat has been recorded in Volume 106 of Plats, pages 73 and 74, Lucas County, Ohio Records. The premises constituting Wolf Creek Plat 1 is described on Exhibit A attached hereto and hereby by reference incorporated herein.

The Association has been formed to be the owner of that portion of Wolf Creek designated as common area on the recorded plat of Wolf Creek Plat 1 and which will be designated as the common area on subsequent plats of Wolf Creek, such common area to be used for roadway, utility and recreational purposes and as open space. The members of the Association are the owners of all of the residential lots in Wolf Creek.

Developer and the Association desire to establish a general plan for the development of Wolf Creek Plat 1 and for the development of subsequent plats which will be developed as an extension of Wolf Creek Plat 1 (Wolf Creek Plat 1 and all subsequent plats developed as an extension of Wolf Creek Plat 1 are herein collectively called "Wolf Creek") and to establish restrictions upon the manner of use, improvement and enjoyment of the residential lots in Wolf Creek which will make such residential lots more attractive for residential purposes and will protect present and future owners of such lots in the enjoyment of their use for residential purposes.

Developer is the owner or has the right to purchase other lands in the vicinity of Wolf Creek Plat 1 which Developer may desire to develop as an extension of and in conjunction with the development of Wolf Creek Plat 1 and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided. Developer reserves the right to extend the benefit and the burdens created by these restrictions, including the non-exclusive right and easement to use and enjoy the roadways and utility lines (including, but not limited to, all water, sewer, electrical, cablevision and telephone lines and easements) to any lands which may be hereafter acquired by Developer in the vicinity of Wolf Creek Plat 1 and may be developed by Developer in conjunction with the development of Wolf Creek Plat 1 and subsequent plats of Wolf Creek. Developer may exercise the rights reserved herein by filing consecutively numbered plats of Wolf Creek together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration of Restrictions.
NOW, THEREFORE, Developer and the Association in consideration of the enhancement in the value of the lots in Wolf Creek by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns hereby declare, covenant and stipulate that all lots and common area shown on the recorded plat of Wolf Creek Plat 1 shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing recitals and to the following restrictions, covenants and conditions:

ARTICLE I

USE OF LAND

1.1 Residential Lots. The lots located and shown on the recorded plats of Wolf Creek shall be referred to herein as "residential lots." No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 1500 sq. ft. of living area (measured from the outside of exterior walls and excluding basements and garages) having a private entrance and a private attached garage of not less than two (2) car capacity, and such accessory buildings and uses as are approved by the Architectural Control Committee as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Description of Residential Lots. The thirty-two (32) residential lots located and shown on the recorded plat of Wolf Creek Plat 1 consist of sixteen (16) pairs of two (2) lots each which adjoin each other. The lots are numbered one (1) through thirty (30) and fifty-nine (59) and sixty (60). On each pair of adjoining lots there may be constructed either two (2) residential structures, each structure being a single family dwelling, or in the alternative one (1) residential structure which shall be either a single family dwelling or a two (2) family dwelling occupying both lots.

1.3 Construction on Residential Lots; Option to Purchase. The owner of one (1) of the lots in each pair of lots who has erected a single family dwelling on such lot shall have an option to purchase the second adjoining lot if the owner of such second adjoining lot (other than Developer) does not erect a single family dwelling thereon for a period of one (1) year after completion of the dwelling on the first lot.

a. The option price shall be an amount equal to the purchase price paid for such second adjoining lot by the owner of such lot plus interest thereon at the rate of twelve percent (12%) per annum from the date such second lot was purchased by the owner of such lot to the date such option is exercised.

b. In the event the owner of the lot on which a residential dwelling has been erected does not exercise such option to purchase the second adjoining lot within a period of thirty (30) days after expiration of the one (1) year term set forth above, then the Developer shall have an option to purchase said lot at the same option price to be exercised in the same manner at any time during the next succeeding thirty (30) days after expiration of the first option period set forth above. In the event notice of intent to
exercise such option is not furnished to the owner of the second adjoining lot within the periods set forth above, such options shall terminate.

c. Upon completion of a dwelling on one (1) lot in a pair of lots, the Secretary of the Association shall furnish the owners of each lot comprising the pair of lots a certificate from the Association setting forth the term of the one (1) year period after completion of the dwelling on the first lot, which term shall commence on the first day of the calendar month immediately following the date on which such certificate is furnished to the owners of such lots.

d. The certificate of such one (1) year term and any notice of intent to exercise such option shall be mailed by certified mail, return receipt requested to the then real estate tax mailing address of the owner of the lot in question as the same appears in the records of Lucas County, Ohio and shall be effective from the date such certificate or notice of intent, as the case may be, is deposited with the U.S. Postal Service; postage pre-paid addressed to such owner.

e. In the event the option to purchase is exercised as set forth above, closing of the purchase and sale of such second adjoining lot shall take place within thirty (30) days after notice of intent to exercise such option as set forth above. The seller shall furnish a current guaranteed certificate of title showing good and marketable title and shall convey the lot by a properly executed Warranty Deed. The title conveyed shall be free and clear of all liens and encumbrances except: (i) taxes and assessments due and payable after date of closing, which shall be prorated in accordance with the payment date method used in the City of Toledo, Ohio; and (ii) the easements and restrictions applicable to all residential lots in the Subdivision.

1.4 Common Area and Streets. The real estate included in the subdivision and designated on the recorded plat as common area, utility easements and streets shall be used exclusively for roadway and utility purposes, for noncommercial recreational purposes and for open space.

1.5 Use Restrictions. No building or structure on any residential lot and no portion of any residential lot shall be used for other than residential purposes. No dwelling shall be occupied by more than four (4) residents. After the adoption by the Association of rules and regulations governing the rental of dwellings, no dwelling may be rented by the owner to others, in whole or in part, except in accordance with such rules and regulations, except for the completion of leases entered into prior to the adoption of such rules and regulations. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance. No clothing, bedclothes, laundry or similar articles or other items or materials shall be hung out or exposed from any residence or on any part of any residential lot or on any part of the common areas of the subdivision; provided, however, that the foregoing shall not prohibit such activity within enclosures which completely shield such laundry from view and which have been approved in advance of construction by the Architectural Control Committee. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the
residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee as provided under Article II hereof. No lot shall be used for the storage of automobiles, motor homes, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into the structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.6 Completion of Structures; No Occupancy of Incomplete Dwellings or Other Shelters. All structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without the approval of the Architectural Control Committee as provided under Article II hereof. No dwelling 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 therefor by the Architectural Control Committee as provided under Article II hereof. 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.

1.7 Adult Community. Wolf Creek shall be an adult community. Children older than four (4) years of age and younger than seventeen (17) years of age shall not be permitted to reside in the Subdivision; provided, however, that the foregoing prohibition shall not apply to children who are guests of residents in the Subdivision for not more than four (4) weeks in a calendar year.

1.8 Pets. No more than one dog and one cat suitably maintained and housed within a dwelling, may be kept on any residential lot. Such pets shall be kept subject to rules and regulations adopted by the Association. No other animals may be kept on any residential lot. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, dog houses or the like may be placed or constructed on any residential lot. Household pets will be permitted on the common area of the Subdivision only if on a leash. Any 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.

1.9 Signs. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Association. The Association shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all signs. Notwithstanding the foregoing provisions of this Section:

(a) Until such time as Developer has conveyed to others all residential lots in the Subdivision Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in the Subdivision and to
maintain large temporary signs on Perrysburg-Holland Road
advertising the sale of residential lots in the subdivision; and

(b) Developer and builders who have purchased residential lots in
the Subdivision for the resale to others before or after the
construction of dwellings thereon shall be permitted to erect
temporary "for sale" signs not exceeding 20 square feet per side
and, as to builders, approved as to design and color by Developer.

1.10 Storage of Personal Property. Any truck, boat, bus, tent,
mobile home, trailer or other similar housing device, if stored on any
residential lot in the Subdivision, shall be suitably housed within an
attached garage.

1.11 Disposal of Rubbish, etc. All rubbish, debris and garbage
shall be stored and maintained in containers entirely within a structure or
enclosed behind an approved wall with a minimum height of five feet and with
an approved access gate. Additional regulations for the storage, maintenance
and disposal of rubbish, debris, leaves and garbage may from time to time be
established by the Association.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans
and specifications for all buildings and other improvements and structures
(including, but not limited to, signs, fences, walls, decks, patios,
driveways, hedges, garages, basements and other enclosures) to be constructed
within the Subdivision shall be submitted for examination to the Architectural
Control Committee (hereinafter described) and written approval of the
Architectural Control Committee to such plans and specifications shall be
obtained before any such building, structure or improvement shall be
constructed or placed upon any residential lot and before any addition, change
or alteration may be made to any building or other structure situated on a
residential lot. The Architectural Control Committee shall approve, reject or
approve with modifications all submissions within twenty (20) days after
submission of the plans and specifications required hereunder to the
Committee. Failure to so respond within such period shall be deemed to be
disapproval of the submission. The plans and specifications to be submitted
shall show the size, location, type, architectural design, quality, use,
construction materials and color scheme of the proposed building, structure or
improvement, the grading plan for the building site, the finished grade
elevation thereof, and the finish of the exposed surface of the common wall
along the lot line dividing each pair of residential lots. Such plans and
specifications shall be prepared by a competent architect or draftsman and
shall be furnished to the Architectural Control Committee in sufficient
numbers so that the Committee may retain a true copy thereof with its records.
In approving plans and specifications, the Architectural Control Committee may
require that the exposed surface of common walls be suitably finished by the
owner thereof if construction of the adjoining residence is not commenced
within a reasonable time after completion of the common wall, as determined by
the Committee.
2.2 **Membership of Architectural Control Committee.** The Architectural Control Committee shall be composed of four members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the residential lots in the Subdivision to others and residences shall have been erected on all of the residential lots in the Subdivision. Thereafter the Association shall have the right to appoint the members of the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this Section 2.2 to any successor to its interest as Developer of the Subdivision; and, (ii) the right and privilege to relinquish to the Association its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.

2.3 **Architectural Standards, Harmonious Plan.** In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Wolf Creek as an architecturally harmonious, artistic and desirable residential subdivision, having a park-like atmosphere with residences located in an apparent random and casual manner but following a precise landscape plan as provided under paragraph 2.6 hereof, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Wolf Creek as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Wolf Creek as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4 **Location of Structures; Extensions into Common Areas.** All dwellings and accessory structures in the Subdivision shall be erected wholly within the residential lot lines and no closer to any of the roadways than the lot lines of the residential lots as shown on the recorded plat. If approved by the Architectural Control Committee, roof overhangs, patios, open porches, decks, walkways, driveways, decorative walls of wood, masonry or metal composition, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines. In addition, the Architectural Control Committee may permit the owners of hillside residential lots which have been improved with residences having lower patios or decks to plant and maintain formal yards and plantings in the common areas adjacent to such patios or decks; provided, however, that: (i) the area of such yards and plantings shall not exceed that...
which is reasonably necessary in the judgment of the Architectural Control Committee, to aesthetically complement the adjacent residence; (ii) the yard and plantings shall be installed and maintained in accordance with a landscape plan approved by the Architectural Control Committee solely at the expense of the benefitted owner; and (iii) the Trustees shall have the right to terminate such usage and remove any plantings if the owner does not replace such plantings as required and does not maintain such lawns and plantings in first-class condition.

2.5 Maximum Height. No structure constructed or erected within the subdivision shall be greater than one and one-half (1-1/2) stories above grade at the main (first) floor level, unless approved by the Architectural Control Committee.

2.6 Landscaping. Developer shall establish a master plan for the landscaping of the Subdivision, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for residential lots. True copies of the master landscaping plan shall be filed with Association and with the Architectural Control Committee. Prior to commencement of construction on any residential lot, an individual landscaping plan for such lot shall be submitted to and approved by the Architectural Control Committee. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

2.7 Trees. Subject to the provisions for yards and plantings under Section 2.6 above, Developer and the Association shall preserve, insofar as possible and consistent with the development of Wolf Creek the trees and natural attributes of the common areas which lie between the top of the banks (approximate elevation 626 feet) and the edge of creeks. No trees greater than six inches in diameter at four feet above grade shall be removed in connection with the development of any residential lot except as approved by the Architectural Control Committee and as shown on the approved site plan for the construction.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on the common area and on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Wolf Creek.

2.9 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

2.10 Voting by Architectural Control Committee; Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the committee, not less than two days notice of a meeting shall be given each member in writing or by telephone at his residence address.
Two members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Wolf Creek, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE III

PARTY WALLS; UTILITY EASEMENTS OVER RESIDENTIAL LOTS; DRIVEWAY EASEMENTS

3.1 General Rules of Law to Apply to Party Walls. To the extent not inconsistent with the provisions of this Article III and unless the owners of adjoining residential lots agree otherwise, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply to each party wall or party fence which is built or maintained at anytime within Wolf Creek pursuant to plans and specifications approved by the Architectural Control Committee. In the event that any portion of any structure, including any foundation, footer, overhang, fireplace, party wall, decorative wall, or fence, which has been constructed on or along a lot line in accordance with plans and specifications approved by the Architectural Control Committee shall protrude not more than six inches (6") onto or over an adjoining residential lot, such protrusion shall not be deemed to be an encroachment upon the adjoining lot or lots, but the rights and obligations of the adjoining lot owners with respect thereto shall be governed by this Article III and no lot owner shall maintain any action for the removal of such protrusion. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that there shall be a perpetual easement in favor of the encroaching party, so long as such use shall be maintained, for: (1) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (2) lateral support of such protrusion by the subsoil and 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 his lot for construction, reconstruction, enlargement, maintenance or repair of his dwelling so long as he shall protect the rights granted the adjoining 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. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration of Restrictions. This section shall apply only to party walls which have been properly located under plans and specifications approved by the Architectural Control Committee in advance of construction 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 Architectural Control Committee.
3.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be equally shared by the residential lot owners who make use of the wall or fence in proportion to such use.

3.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any lot owner who has used the wall or fence may restore it, and if the adjoining residential lot owner thereafter makes use of the wall or fence, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of the residential lot owner who restores the wall or fence to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

3.4 Right to Contribution Runs with Land. The right of any lot owner to contribution from any other lot owner under this Article III shall be appurtenant to the land and shall pass to such lot owner's successors in title.

3.5 Arbitration. In the event any dispute shall arise concerning a party wall or party fence under the provisions of this Article III, the owners of the lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party the dispute shall be presented to three arbitrators. Each party shall choose one arbitrator, the arbitrators so chosen shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of his arbitrator. The costs of the third arbitrator and of the arbitration proceeding shall be borne equally by the parties.

3.6 Utility Easements Across Lots and Through Dwellings. In establishing the easements for and location of utility lines over the common area of the Subdivision Developer may determine it to be an aesthetic benefit to and in the best interest of the Subdivision to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in the common area lying between pairs of residential lots to minimize the number of such installations which will be visible in the Subdivision. In such event, the utility lines serving one residential lot in a pair of lots may extend over the adjacent residential lot and/or through the dwelling located on such adjacent residential lot. Where such situation should occur, there is hereby created an easement for such lines over the servient lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefited lot and the dwelling located thereon with right of access, upon reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefited lot and in such manner as will cause the least disturbance to the servient lot.

3.7 Driveway Easements. The plats of Wolf Creek establish easements of access from each residential lot to the private roadways shown thereon, thereby providing access from each residential lot to the public roadways over such easements and over the private roadways located within such plats. In addition to the easements thereby created on the plats, Developer
hereby reserves the right, and by this reservation shall have the right, to grant to the owners of the residential lots in the Subdivision easements to construct and use driveways over that part of the common area designated as a driveway area in the plans and specifications for the construction of a dwelling on each residential lot which are approved by the Architectural Control Committee. Such easements shall be for the exclusive benefit of the residential lots to which such driveways give access except and to the extent that the driveways so approved are combined driveways serving more than one residential lot. The easement so granted with respect to that portion of any driveway giving access to more than one residential lot shall be a non-exclusive easement for the benefit only of those residential lots to which access is given, the owners thereof and their invitees. Such non-exclusive easement areas shall at all times remain clear and unobstructed by the persons having the right to use them. The cost of maintenance, repair and replacement of all driveways shall be borne by the owners of the residential lots holding easements rights over them. Such costs with respect to non-exclusive easement areas shall be borne in equal shares by the owners having the non-exclusive right and easement to use them.

ARTICLE IV
THE WOLF CREEK HOMEOWNERS' ASSOCIATION

4.1 Membership in Association. All owners of residential lots in Wolf Creek, and all persons who hereafter acquire title to a residential lot in the Subdivision, shall automatically become members of the Association and shall be 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 recorded plats, this Declaration of Restrictions, and the Articles of Incorporation and Code of Regulations of the Association.

4.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the roadways, the common area and the utility easements in the Subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and shall have a non-exclusive easement together with the other owners of residential lots to the use and enjoyment of the roadways, the common area and the utility easements. All members of the Association shall use the roadways, the common area and the utility easements in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except the extent that the Architectural Control Committee has approved the extension into the common areas immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, private screens or shrubbery.

4.3 Association Rights. The Association shall have the power and right:

(a) to acquire title from Developer to all roadways, common area, buffer lots and utility easements which may be designated for the common use and enjoyment of residential lot owners in the recorded plats of Wolf Creek and to manage, maintain, improve and repair such roadways, common area, buffer lots and utility easements;
(b) to enforce all provisions herein and in the recorded plats of Wolf Creek;

(c) to adopt rules and regulations of general application governing the maintenance and rental of dwellings and the roads, common area and utility easements on the recorded plats of the Subdivision;

(d) in the event an owner of any residential lot fails to repair and maintain the exterior of his residence in first-class condition within forty-five (45) days after delivery of notice from the Association to his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered it shall be sent by registered mail, post paid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Trustees, shall have the right to enter upon said residential lot and to repair and maintain the exterior of such residence with the cost of any such repair or maintenance being added to and becoming a part of the Association’s assessment against said residential lot; and

(e) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.

4.4 Ownership of Common Area. Notwithstanding the provisions of paragraph 4.1 of this Article IV and any designation of "common area" on the recorded plats of Wolf Creek, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such common area unless and until Developer shall convey such common area to or for the benefit of the Association. Thereafter, the owners of the residential lots in the Subdivision shall have only those rights with respect to the common area as are granted them hereunder and under the Articles and Code of Regulations of the Association. Developer, by its execution and recording of these restrictions and the platting of Wolf Creek does not represent or warrant that it will, and shall not be obligated to, convey any such common area to or for the benefit of the Association prior to the conveyance of the first residential lot by Developer to a third party.

ARTICLE V

ASSESSMENT OF OWNERS

5.1 Annual Assessment. For the year commencing January 1, 1986, and each calendar year thereafter, each and every residential lot and residential lot owner in Wolf Creek shall be subject to an annual assessment in such amount as may be annually determined by the Association. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association in not more than four (4) equal installments not later than the first days of January, April, July and October of each year. The annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each residential lot at the
time when the assessment becomes a lien. If default occurs in any payment of the annual assessment for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:

Notice of Lien

Notice is hereby given that The Wolf Creek Homeowners' Association claims a lien for unpaid annual assessments for the year(s) _______ in the amount of $_________ against the following described premises:

(Insert legal description)

The records of the Association indicate that _______ is (are) the present owner(s) of such premises.

THE WOLF CREEK HOMEOWNERS' ASSOCIATION

By __________________________
President

STATE OF OHIO

) ss:

COUNTY OF _________________

The foregoing instrument was acknowledged before me this day of ________, 19_________ by __________________________, President of THE WOLF CREEK HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In the event any payment of the annual assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.
5.2 Application of Assessments. The annual assessments shall be levied against all residential lots in Wolf Creek except for any lots owned or leased by the Association for the common use and enjoyment of the owners of residential lots in the Subdivision. The assessments shall be applied toward the payment of the following costs and expenses:

(a) Utilities and waste removal for the roadways, the common area and the utility easement areas.

(b) Fire, casualty and liability insurance to protect the Trustees of the Association, as well as the Association and its members, for liability incident to the ownership and use of the roadways, the common area and the utility easement areas.

c) Landscaping, gardening, snow and trash removal, and maintenance, repair and replacement of the roadways and the facilities and equipment located on the common area and the utility easement areas.

d) Employment of security personnel and facilities for the benefit of all of the owners of the residential lots in the Subdivision.

e) Employment of services and personnel required for the maintenance or operation of the roadways, the common area and the utility easement areas and facilities located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions, the Articles of Incorporation and Code of Regulations of the Association, and any violations or infractions thereof.

f) All real estate, personal property and other taxes levied against the Association or any of the common areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets.

g) Operation and maintenance of all underground utility lines owned by the Association.

h) Any other costs and expenses reasonably incurred by the Association in performing its obligations under these Restrictions or under the Articles of Incorporation or Code of Regulations of the Association.

i) The establishment of reserves to pay the estimated future costs of any of the foregoing.

Annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the residential lot owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate
setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VI

EASEMENTS

6.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and use of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities; for the private roadways within the Subdivision; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Subdivision on, over, below, or under all of the areas designated as "Common Area," "Utility Easements," "Private Road or Place" or with words of similar import, on the recorded plats of Wolf Creek, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained on or upon any part of the areas designated as "Common Area," "Utility Easement," or with words of similar import, upon the recorded plats of Wolf Creek, except as expressly authorized under Paragraph 2.5 hereof. The term "structures" as used in the preceding sentence shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

ARTICLE VII

CONSTRUCTION OF SIDEWALKS

7.1 Sidewalks to be Constructed by Lot Owners. Not later than the date of initial occupancy of a dwelling the owner of each residential lot shall construct a four (4) foot wide concrete sidewalk parallel to the roadway from a point on the common center lot line of such owner's pair of residential lots extended toward the roadway to a point equivalent to one-half (1/2) of the side yard between such owner's residential lot and the next residential lot. The exact location of the sidewalk shall be determined and designated by the Architectural Control Committee at the time it approves the plans and specifications for such owner's residence. Should a lot owner fail to construct sidewalks in accordance with the preceding sentence, suit may be brought under Article IX of these restrictions to enforce such restriction contained herein. Further, upon such failure of a lot owner to construct sidewalks Developer, the Association, or Lucas County, Ohio, shall have the
tight to construct such sidewalks or cause the same to be constructed at the expense of the owner of such lot(s). In such event, the cost of construction of such sidewalks shall be and become a lien against the residential lot which bears the responsibility for the construction thereof from the date of perfection thereof as hereafter provided and, if the costs of construction of such sidewalks shall not be paid immediately upon demand, such lien may be foreclosed by an action brought by Developer, the Association, or Lucas County, Ohio as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

ARTICLE VIII

DURATION OF RESTRICTIONS, AMENDMENTS

8.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2005, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

8.2 Amendments. These covenants and restrictions may be amended prior to January 1, 2005 with the written approval of the then owners of not less than two-thirds (2/3) of the residential lots in Wolf Creek, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2005 and may be amended or terminated thereafter with the written approval of the owners of not less than sixty per cent (60%) of the residential lots in Wolf Creek upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE IX

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

9.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, The Association, the Architectural Control Committee or any person or persons owning any residential lot in the Subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

9.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the owners of residential lots in Wolf Creek shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
9.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Wolf Creek shall be made subject to these restrictions.

9.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Association or the Architectural Control Committee.

9.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Lucas County, Ohio. Developer shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its 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.

9.6 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

9.7 Limitation of Warranties; Indemnification of Trustees, etc. of Association. By acceptance and recording of a deed to a residential lot in Wolf Creek, each lot owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer or the Association with respect to the merchantability, fitness, or suitability of the residential lots for the construction of residences or with respect to the Subdivision other than as expressly stated in writing (i) by the Developer to the lot owner; or, (ii) in this Declaration of Restrictions; or, (iii) in the Articles of Incorporation and Code of Regulations of the Association. The Articles of Incorporation of the Association provide that the Trustees, officers, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including their actions taken under this Declaration of Restrictions.

9.8 Waiver of Restrictions by Architectural Control Committee. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a
hardship, the Architectural Control Committee may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

9.9 Modification of Restrictions, Hardship. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of residential lots, or which would cause such restrictions to cease being beneficial to the owners of such residential lots, Developer and/or any owner or owners of residential lots shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to these restrictions and signed by the owner or owners of at least fifty per cent (50%) of the residential lots in Wolf Creek with the formalities required by law. The provisions of this paragraph shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provisions of these restrictions as provided in paragraph 9.8 of this Article IX, nor shall it limit the provisions of Article VII hereof.

9.10 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, Wolf Creek Development Corporation, the Developer, has caused this Declaration of Restrictions to be executed on its behalf by its duly authorized officers this 6th day of May, 1985, and The Wolf Creek Homeowners' Association, the Association, acting by and through its duly authorized officers has caused this Declaration of Restrictions to be executed on its behalf this 6th day of May, 1985.

Signed and acknowledged in the presence of:

WOLF CREEK DEVELOPMENT CORPORATION

By: Robert W. Browning, Vice President

By: A. Gideon Speiker, III, Treasurer

THE WOLF CREEK HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation

By: Robert W. Browning, Vice President

By: A. Gideon Speiker, III, Treasurer
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 6th day of May, 1985 by Robert W. Browning, Vice President, and A. Gideon Spieker, III, Treasurer, of Wolf Creek Development Corporation, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public
No Expiration of Commission

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 6th day of May, 1985 by Robert W. Browning, Vice President, and A. Gideon Spieker, III, Treasurer, of Wolf Creek Homeowners' Association, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public
No Expiration of Commission

This Instrument Prepared By:
Barton L. Wageman, Esq.
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

RECEIVED & RECORDED
MAY 8, 1985

BILL COPELAND
RECORER, LUCAS COUNTY, OHIO
Assignment

ASSIGNMENT dated as of the 15th day of May, 1992 from Wolf Creek Development Corporation, an Ohio corporation ("Assignor") to ROBERT W. BROWN, RICHARD H. SCHON, CALVIN E. SMITH and A. GIDEON SPIEкер, III (the "Assignees").

WITNESSETH:

WHEREAS, Assignor is the developer of Plats 1 and 2 of Wolf Creek, both located in Springfield Township, Lucas County, Ohio, which plats are recorded in the Office of the Recorder of Lucas County, Ohio in Volume 106 of Plats, pages 71 and 74 and in Volume 116 of Plats, pages 98 and 99, respectively (the "Plats"); and

WHEREAS, Assignor is the Developer under the Declarations of Restrictions for Plats 1 and 2 of Wolf Creek, which Declarations of Restrictions are recorded in the Office of the Recorder of Lucas County, Ohio as Deed No. 85-456-A01 and as Deed No. 87-1900-B07, respectively (the "Declarations"); and

WHEREAS, Assignor has previously assigned certain rights and powers with respect to the development of Plat 3 of Wolf Creek; and

WHEREAS, the shareholders of Assignor have adopted a plan of liquidation of Assignor and have authorized the officers of Assignor to distribute all of Assignor's assets to its shareholders; and

WHEREAS, Assignees are all of the shareholders of Assignor each holding an equal number of shares and this Assignment is made pursuant to the direction and authority of the shareholders of Assignor in connection with the liquidation and winding up of that corporation.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby grant, convey, assign, set over and release to Assignees in equal undivided interests the following rights and powers of Assignor:

(a) All of the rights and powers of Assignor as the Developer of the Plats under the Declarations including, without limitation, the right to extend
the benefits and the burdens created by the Declarations, including the non-exclusive right and easement to use and enjoy the roadways and utility lines in connection with the development of additional plats of Wolf Creek, the non-exclusive right and easement to connect the roadways to be constructed on additional plats of Wolf Creek to the existing stub-roadways on the existing plats of Wolf Creek, and such other rights as may be reserved by or granted to Assignor under the Declarations; and

(b) All of the rights and powers of Assignor as the Owner under the Owner's Certification on each of the Plats to the extent the same apply to the development, ownership and use of additional plats of Wolf Creek, including, without limitation, the right to grant non-exclusive easement rights to the owner of each lot in additional plats of Wolf Creek, to use the easements created by the Plats in Plats 1 and 2 of Wolf Creek; and

(c) All of the rights and powers reserved by Assignor as the grantor under the deeds conveying the common areas of each Plat to the Wolf Creek Homeowners' Association, which deeds are recorded in the Office of the Recorder of Lucas County, Ohio as Deed No. 85-180-C03 and Deed No. 87-498-C01, to the extent the same apply to the development, ownership and use of additional plats of Wolf Creek.

2. In order to promote and preserve the alienability of the rights granted hereunder, any three of Assignees shall have the right and power to determine the terms under which the rights assigned hereby may be conveyed to any third party and each Assignee, by accepting the conveyance of such rights hereunder, shall be deemed to have agreed to the terms approved by such majority and to the enforcement of such agreement by the exercise of the equitable powers of any court having jurisdiction thereof.

3. The grants, conveyances, assignments, terms, covenants and agreements herein contained shall inure to the benefit of and be binding upon the Assignees and their heirs, successors and assigns.
IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

Signed and acknowledged in the presence of:

[Signature]

WOLF CREEK DEVELOPMENT CORPORATION, an Ohio corporation

By: Calvin E. Smith, President

By: Robert W. Browning, Secretary

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 4th day of July, 1992 by Calvin E. Smith, President, and Robert W. Browning, Secretary, of Wolf Creek Development Corporation, an Ohio corporation, on behalf of said corporation.

Notary Public

MARGARET A. BIRKHAUPT
Notary Public

Instrument prepared by:

Bartholomew, Wagenman, Esquire

Shriver, Loop & Kendrick

1000 Jackson

Toledo, Ohio 43624

RECEIVED & RECORDED

AUG 06 1992

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO