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DECLARATION OF RESTRICTIONS
As To
WOLF CREEK PLAT 2
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 2, which plat has been recorded at Volume 116, pages 98 and 99 inclusive, of the Plat Records of Lucas County, Ohio (the "Subdivision"). The premises constituting Wolf Creek Plat 2 are 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 2 and which will be designated as the common area on any 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 2 as an extension of Wolf Creek Plat 1 and for the possible development of subsequent plats which will be developed as an extension of Wolf Creek Plat 1 and Wolf Creek Plat 2 (Wolf Creek Plat 1, Wolf Creek Plat 2 and all subsequent plats developed as an extension of Wolf Creek Plat 1 and Wolf Creek Plat 2, if any, 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 are in all respects similar to the restrictions on Wolf Creek Plat 1 and 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 may purchase other lands in the vicinity of Wolf Creek Plat 1 and Wolf Creek Plat 2 which Developer may desire to develop as an extension of and in conjunction with the development of Wolf Creek Plat 1 and Wolf Creek Plat 2 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 Wolf Creek Plat 2 and may be developed by Developer in conjunction with the development of Wolf Creek Plat 1, Wolf Creek Plat 2 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 2 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 no 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 twenty-eight (28) residential lots located and shown on the recorded plat of Wolf Creek Plat 2 consist of fourteen (14) pairs of two (2) lots each which adjoin each other. The lots are numbered thirty-one (31) through fifty-eight (58). 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 merchantable 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
area 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 wall 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 wall 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 iron, water, paper, glass or any reclaimed 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 herefor 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, fences, 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 any 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 2.5 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 Structure; 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 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 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, firewall, 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: (i) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (ii) lateral support of such protrusion by the subsoil of 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 lots 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 lots. In addition to the easements thereby created on the plat, 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 easement 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 Ceda 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 Wolf Creek for all purposes incident to the use and occupancy of his residential lot as a place of residence and shall have a nonexclusive 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 roadways, 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
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 assessment 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 roadway, 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 plat of Wolf Creek,
and along and upon all roadways now existing or hereafter established and
shutting 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 over or upon any part of the areas designated
as "Common Area," "Utility Easement," or with words of similar import, upon
the recorded plat 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 right 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 Coda 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 16th day of October, 1987, 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 16th day of October, 1987.

Signed and acknowledged in the presence of:

[Signatures]

WOLF CREEK DEVELOPMENT CORPORATION

By Robert W. Browning, Vice President

By A. Gideon Spieker, III, Treasurer

87 1900C11
THE WOLF CREEK HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation

By Robert W. Browning, Vice President
By A. Gideon Speker, III, Treasurer

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 16th day of October, 1987, by Robert W. Browning, Vice President, and A. Gideon Speker, III, Treasurer, of Wolf Creek Development Corporation, an Ohio corporation, on behalf of the corporation.

MARGARET A. BURKHARDT
Notary Public

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 16th day of October, 1987, by Robert W. Browning, Vice President, and A. Gideon Speker, III, Treasurer, of The Wolf Creek Homeowners' Association, an Ohio corporation, on behalf of the corporation.

MARGARET A. BURKHARDT
Notary Public

This Instrument Prepared By:

Macon L. Wagenman, Esq.
Smucker, Loop & Kendrick
1800 Jackson
Toledo, Ohio 43624

MARGARET A. BURKHARDT
Notary Public, State of Ohio
My Commission Expires July 12, 1991
EXHIBIT "A"

WOLF CREEK PLAT 2, of which this is a correct plat is laid out and comprises all that part of the North ¼ of Section 22, Town 2, United States Reserve in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, bounded and described as follows:

Beginning at the northeast corner of WOLF CREEK PLAT 1 as recorded in Volume 106, page 73 Book of Plats; thence North 86 degrees 03 minutes 20 seconds East 535.47 feet to a monument; thence North 00 degrees 41 minutes 26 seconds West 150.96 feet to a monument; thence South 20 degrees 18 minutes 37 seconds East 370.77 feet to a monument; thence South 52 degrees 13 minutes 55 seconds East 411.45 feet to the westerly right-of-way line of I-475; thence South 00 degrees 01 minutes 26 seconds East 587.00 feet along said westerly right-of-way line; thence North 82 degrees 54 minutes 39 seconds West 471.39 feet to a found Iron Pipe; thence North 00 degrees 41 minutes 25 seconds East 56.10 feet; thence North 73 degrees 14 minutes 38 seconds West, passing through a found Iron Pipe at 85.02 feet, a total distance of 614.59 feet to the southeast corner of said WOLF CREEK PLAT 1; thence North 05 degrees 16 minutes 52 seconds West 710.51 feet along said WOLF CREEK PLAT 1 to the point of beginning, containing 18.691 acres, more or less.

Received & Recorded
OCT 19 1987
4:02 PM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

87 1900D01
87 1900B07
ASSIGNMENT

ASSIGNMENT dated this 31st day of October, 1991 from Wolf Creek Development Corporation, an Ohio corporation ("Assignor") to MOL, Inc., an Ohio corporation (the "Assignee").

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 73 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. 85-455-A01 and as Deed No. 87-1900-B07, respectively (the "Declarations"); and

WHEREAS, Assignee intends to develop Plat 3 of Wolf Creek on the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Assignee's Property"); and

WHEREAS, Assignor wishes to so assign to Assignee certain rights and powers of Assignor in connection with the development by Assignee of Plat 3 of Wolf Creek.

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 Assignee 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 to the extent the same apply to the development, ownership and use of Assignee's Property as the proposed Plat 3 of Wolf Creek, 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 to the Assignee's Property in connection with the development thereof as Plat 3 of Wolf Creek, the non-exclusive right and easement to connect the roadways to be constructed on the Assignee's Property to the existing stub-roadway on that portion of Plat 2 adjoining the Assignee's Property, 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 Assignee's Property as the proposed Plat 3 of Wolf Creek, including, without limitation, the right to grant non-exclusive easement rights to the owner of each lot in Plat 3 of Wolf Creek to use the easements created by the Plats in Plats 1 and 2 of Wolf Creek; and

91. 1680B08
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, (the "Deeds"), to the extent the same apply to the development, ownership and use of Assignee's Property as the proposed Plat 3 of Wolf Creek.

2. The grants, conveyances, assignments, terms, covenants and agreements herein contained shall inure to the benefit of Assignee and its heirs, successors and assigns and shall run with the Assignee's Property.

3. The grants, conveyances, assignments, terms, covenants and agreements herein contained pertain only to Assignee's Property and no other land and Assignor specifically reserves all of its rights as Developer under the Plats, the Declarations and the Deeds with respect to all other land which may be hereafter developed as a part of Wolf Creek.

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:

WOLF CREEK DEVELOPMENT CORPORATION, an Ohio corporation

By: [Signature]
Title: Sec.

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of October, 1991 by [Signature], Secretary of Wolf Creek Development Corporation, an Ohio corporation, on behalf of said corporation.

This instrument prepared by:

Fuller & Henry
One SeaGate, 17th Floor
Toledo, Ohio 43604

[Signature]
Notary Public

[Signature]
Notary Public, State of Ohio
Commission Expires Feb. 1, 1996
All that part of the South 1/2 of Section 15 and of the North 1/2 of Section 22, Town 2 in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows:
Starting at the intersection of the North and South centerline of said Section 15 with the centerline of Airport Highway (State Route 2); thence South 82° 54' 21" West, along the centerline of said Airport Highway, a distance of 392.93 feet to a point; thence South 00° 53' 39" East, a distance of 75.44 feet to a point on the limited access right-of-way line of Interstate 475; thence continuing South 00° 53' 39" East, along the Westerly limited access right-of-way line of Interstate 475, a distance of 75.44 feet to a point; thence South 44° 34' 50" East, continuing along the Westerly limited access right-of-way line of Interstate 475, a distance of 332.50 feet to the Point of Beginning; thence continuing South 44° 34' 50" East, along the Westerly limited access right-of-way line of Interstate 475, a distance of 810.81 feet to a point; thence South 07° 20' 01" East, continuing along the Westerly limited access right-of-way line of Interstate 475, a distance of 403.11 feet to a point; thence South 00° 12' 31" East, continuing along the Westerly limited access right-of-way line of Interstate 475, a distance of 376.36 feet to the Northerly line of Wolf Creek Plat 2 (a Subdivision recorded in Volume 116 of Plats, pages 98 and 99, Lucas County Plat Records); thence North 52° 25' 00" West, along the Northerly line of said Wolf Creek Plat 2, a distance of 431.45 feet to a point; thence North 20° 29' 42" West, continuing along the Northerly line of said Wolf Creek Plat 2, a distance of 370.37 feet to a point; thence South 00° 30' 21" West, continuing along the Northerly line of said Wolf Creek Plat 2, a distance of 150.54 feet to a point; thence South 85° 52' 15" West, continuing along the Northerly line of said Wolf Creek Plat 2, and also along the Northerly line of Wolf Creek Plat 1 (a subdivision recorded in Volume 106 of Plats, pages 73 and 74, Lucas County Plat Records), a distance of 679.90 feet to the Southwest corner of a parcel of land described in Deed record 84-157A12; thence North 06° 05' 39" West, along the Westerly line of said parcel of land, a distance of 241.71 feet (241.79 feet - deed) to a point; thence North 21° 03' 31" West, continuing along the Westerly line of said parcel of land, a distance of 120.58 feet (120.54 feet - deed) to a point; thence North 50° 41' 57" West, continuing along the Westerly line of said parcel of land, a distance of 93.71 feet (93.83 feet - deed) to a

91 1680B10
point; thence North 82° 08' 04" West, continuing along the Westerly line of said parcel of land, a distance of 103.86 feet (104.17 feet - deed) to a point; thence North 59° 31' 46" West, continuing along the Westerly line of said parcel of land, a distance of 44.21 feet (44.29 feet - deed) to a point on the North line of said Section 22 that is 364.66 feet Easterly of the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence North 08° 19' 18" West, continuing along the Westerly line of said parcel of land, a distance of 210.60 feet (200.48 feet - deed) to a point; thence North 31° 15' 50" East, continuing along the Westerly line of said parcel of land, a distance of 45.14 feet (44.89 feet - deed) to a point; thence North 59° 35' 21" East, continuing along the Westerly line of said parcel of land, a distance of 137.14 feet (136.57 feet - deed) to a point; thence North 50° 32' 47" East, continuing along the Westerly line of said parcel of land, a distance of 73.52 feet (73.17 feet - deed) to a point; thence North 06° 17' 27" East, continuing along the Westerly line of said parcel of land, a distance of 73.57 feet to a point; thence North 88° 35' 21" East, a distance of 202.34 feet to the Centerline of Wolf Creek; thence North 66° 15' 02" East, along the Centerline of Wolf Creek, a distance of 40.79 feet to a point; thence North 78° 14' 49" East, continuing along the Centerline of Wolf Creek, a distance of 45.66 feet to a point; thence South 61° 02' 47" East, continuing along the Centerline of Wolf Creek, a distance of 82.63 feet to a point; thence South 30° 33' 45" East, continuing along the Centerline of Wolf Creek, a distance of 25.94 feet to a point; thence South 41° 27' 48" East, continuing along the Centerline of Wolf Creek, a distance of 44.70 feet to a point; thence South 51° 24' 25" East, continuing along the Centerline of Wolf Creek, a distance of 80.48 feet to a point; thence North 46° 19' 56" East, a distance of 45.62 feet to a point; thence North 13° 35' 34" West, a distance of 34.46 feet to a point; thence North 11° 56' 00" East, a distance of 19.83 feet to a point; thence North 36° 52' 12" East, a distance of 22.50 feet to a point; thence North 43° 09' 13" East, a distance of 124.51 feet to the point of beginning.

RECEIVED & RECORDED

NOV 07 1991 408

SUE RIoux
REOEER, LUCAS COUNTY, OHIO

91 1680B11
Assignment

ASSIGNMENT dated as of the 15th day of May, 1992 from Wolf Creek Development Corporation, an Ohio corporation ("Assignor") to ROBERT W. BROWNING, RICHARD H. SCHOEN, CALVIN E. SMITH and A. GIDEON SPIEKER, 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 105 of Plats, pages 73 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. 90-1900-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 Plates 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 majorit.y 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 heretofore 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: [Signature]
Calvin E. Smith, President

By: [Signature]
Robert W. Browning, Secretary

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 

day of [Date], 1992 by Calvin E. Smith, President, and Robert W. Browning, Secretary, of Wolf Creek Development Corporation, and Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public

Instrument prepared by:
Luton L. Wagenman, Esquire
Luton L. Wagenman, Loop & Kendrick

1900 Jackson
Toledo, Ohio 43624

RECEIVED & RECORDED
AUG 06 1992
SUE RIOUX
RECORDELLUCAS COUNTY, OHIO
CONSOLIDATED AND AMENDED DECLARATION OF RESTRICTIONS
as to
WOLF CREEK
A Subdivision in Springfield Township
Lucas County, Ohio

THIS DECLARATION OF RESTRICTIONS is made and adopted by Owners of two-thirds (2/3) of the Residential Lots in Wolf Creek and by WOLF CREEK HOMEOWNERS’ ASSOCIATION, an Ohio non-profit corporation with offices Springfield Township, Lucas County, Ohio.

WITNESSETH:

Wolf Creek is a residential community consisting of Residential Lots shown on the Plat of Wolf Creek Plat 1, which has been recorded in Volume 106 of Plats, pages 73 and 74, Lucas County, Ohio Records; Wolf Creek Plat 2, which has been recorded in Volume 116 of plats, pages 98 and 99, Lucas County Ohio records; and Wolf Creek Plat 3, which has been recorded in Volume 131 of Plats, pages 6 and 7, Lucas County Ohio Records. The premises constituting and herein described as “Wolf Creek” are described on Exhibit A attached hereto and hereby by reference incorporated herein.

Wolf Creek Development Corporation, the developer of Wolf Creek Plat 1 and Wolf Creek Plat 2, and the Association filed Declarations of Restrictions with respect to the original plat of Wolf Creek and Wolf Creek Plat 2 as follows: Declaration of Restrictions as to Wolf Creek dated May 6, 1985 (the “Plat 1 Restrictions”) and recorded at microfiche 85 456A01 in the Records of the Lucas County, Ohio Recorder; and Declaration of Restrictions as to Wolf Creek Plat 2 dated October 16, 1987 (the “Plat 2 Restrictions”) and recorded as microfiche 87 19003B07 in the Record of the Lucas County Recorder. MOL, Inc., an Ohio corporation, as the developer of Wolf Creek, Plat 3, and pursuant to an assignment dated October 31, 1991 and recorded at microfiche 91 1680808, filed a Declaration of Restrictions as to Wolf Creek, Plat 3, dated August 12, 1992 (the “Plat 3 Restrictions”) and recorded as microfiche 92 2315A01 in the Records of the Lucas County, Ohio Recorder. The Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions all provide that they may be amended with the written approval of the Owners of not less than two-thirds (2/3) of the Residential Lots in Wolf Creek. The Owners who are signatories to this Declaration and who constitute not less than two-thirds of the Owners of the Residential Lots in each plat of Wolf Creek and the Association desire to consolidate the Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions into a single Declaration of Restrictions and to amend the Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions as herein provided and have executed, delivered and recorded this Declaration for such purpose.

NOW, THEREFORE, the undersigned Owners 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 the Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3
Restrictions shall be consolidated and amended to read in their entirety as follows and that all Residential Lots and Common Areas shown on the recorded plats of Wolf Creek shall hereafter be subject to the foregoing recitals and to the following restrictions, covenants and conditions:

ARTICLE I
DEFINITIONS

1.1 The following words when used in the Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

a. “ARCHITECTURAL CONTROL COMMITTEE” shall mean and refer to the Architectural Control Committee as provided for in Article III hereto.

b. “ASSOCIATION” shall mean and refer to the Wolf Creek Homeowners’ Association, an Ohio nonprofit corporation.

c. “CODE OF REGULATIONS” shall mean and refer to the Code of Regulations and Bylaws of the Association, as adopted by the Association.

d. “COMMON AREAS” shall mean and refer to Common Areas shown on the recorded plats of Wolf Creek Plats 1, 2 and 3 and any other Common Area(s) conveyed to the Association. The Common Areas shall not include the Residential Lots.

e. “DECLARATION” shall mean and refer to this Consolidated and Amended Declaration of Restrictions and shall include without limitation all easements, restrictions, covenants, conditions and agreements referred to herein.

f. “DEVELOPER” or “DEVELOPERS” shall mean, as applicable, Wolf Creek Development Corporation, an Ohio corporation, the developer of Wolf Creek Plats 1 and 2 and MOL, Inc., an Ohio corporation, the developer of Wolf Creek Plat 3, individually or together, as the context requires.

g. “LIVING UNIT” shall mean and refer to any portion of a single family building situated upon a Residential Lot, designed and intended for use and occupancy as a residence by a single family.

h. “OWNER” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Residential Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

i. “RESIDENTIAL LOT” shall mean and refer to the lots described in Article II. The term “Residential Lot” shall not include the Common Areas.
ARTICLE II
USE OF LAND

2.1 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 Wolf Creek, all utility services shall be underground.

2.2 Description of Residential Lots. The eighty-one (81) Residential Lots located and shown on the recorded plats of Wolf Creek consist of forty (40) pairs of two (2) lots each which adjoin each other and one additional single lot. The lots are numbered one (1) through eighty-one (81). 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.

2.3 Common Areas and Streets. The real estate included in Wolf Creek and designated on the recorded plats as Common Areas, utility easements and streets shall be used exclusively for roadway and utility purposes, for noncommercial recreational purposes and for open space.

2.4 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. If the Association elects to adopt rules and regulations governing the rental of Living Units, 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 Wolf Creek, nor shall anything be done within Wolf Creek 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 Wolf Creek; 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 and for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee as provided under Article III hereof. No Residential 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 or remodeled upon any Residential Lot, building materials to be used in the construction or remodeling 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.
Birdhouses, birdbaths and bird feeders shall be placed to the rear of the Living Unit on each Residential Lot. No free standing flagpoles, fountains or other yard ornaments shall be placed on any Residential Lot, although the American flag may be displayed at all times. Holiday and seasonal decorations, flags and banners may be displayed on any Residential Lot but shall be removed within a reasonable time after the end of the season for which they were displayed.

2.5 Completion of Structures: No Occupancy of Incomplete Living Units 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 III hereof. No dwelling erected in Wolf Creek 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 III 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 Wolf Creek.

2.6 Pets. All pets shall be kept subject to rules and regulations adopted by the Association. 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 Areas only if on an attended leash or contained within an "invisible fenced" area which has been approved by the Architectural Control Committee. The recommended and preferred location for an invisible fence is on a Residential Lot and adjacent Common Areas to the rear of a Living Unit. All Owners must carry some means of removing pet waste for later disposal when walking their pets. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from Wolf Creek in accordance with rules and regulations adopted by the Association.

2.7 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) "For Sale" signs of standard size approved by the Architectural Control Committee may be posted in front of a Living Unit and may also be posted at the entrance of Wolf Creek only on the day of an open house.

(b) Political signs are permitted without written consent so long as they are located in front of the Living Unit of the Owner posting them not more than two weeks prior and three days after election day.

2.8 Storage of Personal Property. Automobiles, including sport utility vehicles, must be parked in the driveway or garage of the Owner. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any Residential Lot in Wolf Creek, shall be suitably housed within an attached garage. Notwithstanding the preceding sentence, mobile homes and boats on trailers may remain in the driveway of a Living Unit for a period not to
exceed three (3) days. Garage doors should be closed for the safety of each Owner and the consideration of the neighboring Owners.

2.9 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. Trash may be placed at the curb no earlier than the evening prior to pickup. Each Owner is responsible for any cleanup that might be necessary from spills or animals.

2.10 Post Lights and Mailbox Lights. Post lights and mailbox lights which are consistent with the architectural plan of Wolf Creek should be erected and maintained by each Owner and illuminated during periods of darkness. It is each Owner’s responsibility to replace burned out lights.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 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 or remodeled (exterior plans only) within Wolf Creek shall be submitted in duplicate 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 (one copy shall be retained by the Association) 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 or 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 Architectural Control Committee. All changes to color of residence or trim and changes to color or texture of roofs shall be submitted to the Architectural Control Committee for approval, in the same
manner as stated above, before commencing the work. All changes required to be submitted to the Architectural Control Committee shall first be submitted to the owner of the adjoining Living Unit for review and consultation.

3.2 Membership of Architectural Control Committee. The Architectural Control Committee shall be composed of four members, all of whom shall be appointed by the Association.

3.3 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development and maintenance 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 3.6 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 Wolf Creek taken as a whole and be consistent with the style and type of the Living Units which have been constructed within Wolf Creek. 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 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.

3.4 Location of Structures. Extensions into Common Areas. All Living Units and accessory structures in Wolf Creek shall be erected wholly within the Residential Lot lines and no closer to any of the roads 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 Areas immediately adjacent to Living Units 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 plan 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 benefited 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.
3.5 **Maximum Height.** No structure constructed or erected within Wolf Creek 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.

3.6 **Landscaping.** The Association has a master landscaping plan for the landscaping of Wolf Creek, 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 are on file with the Association and with the Architectural Control Committee. Prior to commencement of any material change to the landscaping on any Residential Lot, the changes to the 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.

3.7 **Trees.** Subject to the provisions for yards and plantings under paragraph 3.6 above, the Association shall preserve, insofar as possible and consistent with the development of Wolf Creek and 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. No Owner shall remove any tree greater than three (3) inches in diameter at four (4) feet above grade located on any Residential Lot or within the Common Areas adjacent to any Residential Lot without the approval of the Architectural Control Committee. Approval is required whether the tree threatens a dwelling or is simply unsightly; provided however, that trees may be removed without such consent in a bona fide emergency. Trees on the street (front) side of a Living Unit are the responsibility of the Owner of such unit whether they are located on such Owner's Residential Lot or on the adjacent Common Areas and shall be replaced by such Owner in a timely fashion, consistent with seasonal limitations, if removed for any cause. Trees which are not the responsibility of an Owner and are located on the Common Areas will be removed at the expense of the Association if they threaten a Living Unit, provided that such threat arises from natural causes and not from construction or other actions of the Owner.

3.8 **Establishment of Grades.** The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and swales on the Common Areas 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.

3.9 **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.

3.10 **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 is granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the Owners, 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 from any claims they may have against either the Architectural Control Committee arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise discretion, rights of approval, disapproval and interpretation.

ARTICLE IV

PARTY WALLS; UTILITY EASEMENTS
OVER RESIDENTIAL LOTS; DRIVEWAY EASEMENTS

4.1 General Rules of Law to Apply to Party Walls. To the extent not inconsistent with the provisions of this Article IV and unless the Owners of adjoining Residential Lots 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 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, firewall, 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 IV 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: (i) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (ii) lateral support of such protrusion by the subsoil of and minerals in and under the servient parcel; provided, however, that the foregoing easement shall not be constructed to prevent the Owner 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 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.
4.2 **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 Owners who make use of the wall or fence in proportion to such use.

4.3 **Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the Owner of the adjoining Residential Lot 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 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.

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

4.5 **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 Residential 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 select 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.

4.6 **Utility Easements Across Lots and Through Living Units.** In establishing the easements for and location of utility lines over the Common Areas Developer may determine it to be an aesthetic benefit to and in the best interest of Wolf Creek 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 Wolf Creek. 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 Residential Lot and, the extent necessary, through any dwelling located thereon for the benefit of the benefited Residential 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 Residential Lot and in such manner as will cause the lease disturbance to the servient Residential Lot.

4.7 **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, the Association hereby reserves the right, and by this reservation shall have the right, to grant to the Owners of the Residential Lots in Wolf Creek easements to construct and use driveways over that part of the Common Areas 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 V

THE WOLF CREEK HOMEOWNERS' ASSOCIATION

5.1 Membership in Association. All Owners of Residential Lots in Wolf Creek, and all persons who hereafter acquire title to a Residential Lot, shall automatically become members of the Association and shall be entitled to all 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 and the Articles of Incorporation and Code of Regulations of the Association.

5.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the roadways, the Common Areas and the utility easements in Wolf Creek for all purposes incident to the use and occupancy of his Residential Lot as a place of residence and shall have a nonexclusive easement together with the other Owners of Residential Lots to the use and enjoyment of the roadways, the Common Areas and the utility easements. All members of the Association shall use the roadways, the Common Areas 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 Living Units erected on a Residential Lot of patios, open porches, decks, walkways, driveways, decorative walls, private screens or shrubbery.

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

(a) to acquire title from Developer to all roadways, Common Areas, 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 Areas, 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 Living Units and the roadways, Common Areas and utility easements on the recorded plats of Wolf Creek;
(d) in the event an Owner of any Residential Lot fails to repair and maintain the exterior of his Living Unit in first-class condition within forty-five (45) days after delivery of notice from the Association to his Living Unit 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 Living Unit 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.

5.4 Ownership of Common Areas. The Association is the owner of the Common Areas. The Owners of the Residential Lots in Wolf Creek shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles, Bylaws and Code of Regulations of the Association.

5.5 Association Expenses. All expenses incurred by the Association shall be borne equally by each Residential Lot in Wolf Creek, except that any Residential Lot may be subject to an additional landscape maintenance assessment in the event, in the reasonable judgment of the Association, the nature of the landscaping on such Residential Lot requires significant additional time and materials to maintain such landscaping over and above the normal landscaping and maintenance of other Residential Lots in Wolf Creek. That portion of such expenses allocable to each such Residential Lot shall be equal to the allocable expense times a fraction, the numerator of which is one (1) and the denominator of which is the number of Residential Lots in Wolf Creek.
ARTICLE VI
ASSESSMENT OF OWNERS

6.1 Annual Assessment. For each calendar year, 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 one hundred twenty (120) 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 )
COUNTY OF    )

SS:

The foregoing instrument was acknowledged before me this ___ day of ____________, ___

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 therei
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, and for the following interest and service charges:

(a) Interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance of Association assessments, costs and expenses accruing from the date such amounts are thirty (30) days past due; and

(b) A service charge of fifty dollars ($50.00) to compensate and reimburse the Association for its additional collection efforts if the delinquent sum is not paid within sixty (60) days after it is due.

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.

6.2 Notice of Delinquency. After five (5) days prior notice to the non-paying Owners, the Treasurer shall mail a notice containing the names of all Owners whose accounts are more than ninety (90) days past due to all Owners.

6.3 Application of Assessments. The annual assessments shall be levied against all Residential Lots in Wolf Creek except for any Residential Lots owned or leased by the Association for the common use and enjoyment of all Owners. The assessments shall be applied toward the payment of the following costs and expenses:

(a) Utilities and waste removal for the roadways, the Common Areas 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 Areas 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 Areas and the utility easement areas.

(d) Employment of security personnel and facilities for the benefit of all of the Owners.

(e) Employment of services and personnel required for the maintenance or operation of the roadways, the Common Areas and the utility easement areas and facilities
located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of this Declaration, 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 VII

EASEMENTS

7.1 Reservation of Easement Rights. Subject to paragraph 10.10, the Association shall have 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 Wolf Creek; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by the Association for the service of Wolf Creek on, over, below, or under all of the areas designated as “Common Areas,” “Utility Easement,” “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. The Association shall also have the right to permit any public or quasi-public utility company to go upon the Residential Lots from 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 over or upon any part of the areas designated as “Common Areas,” “Utility Easement,” or with words similar
import, upon the recorded plats of Wolf Creek, except as expressly authorized under Article III 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.

ARTICLE VIII
CONSTRUCTION OF SIDEWALKS

8.1 Sidewalks to be Constructed by Lot Owners. If required by Lucas County, 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 or, if applicable, Lucas County. 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, the Association, or Lucas County, shall have the right 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 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 IX
DURATION OF RESTRICTIONS, AMENDMENTS

9.1 Term. These 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 Restrictions shall be automatically extended for successive periods of ten (10) years.

9.2 Amendments. These Restrictions may be amended prior to January 1, 2005 with written approval of the then Owners of not less than two-thirds (2/3) of the Residential Lots in Wolf Creek. These 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 percent (60%) of the Residential Lots in Wolf Creek. Amendments to these Restrictions shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment, certifying as to its adoption by the written approval of the number of
Owners then required hereunder, which approval shall be maintained for examination by any interested Owner with the records of the Association, and signed by the President and Secretary of the Association with the formalities required for the recording of a deed in the State of Ohio.

ARTICLE X

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

10.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. The Association, the Architectural Control Committee or any Owner 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.

10.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the Owners shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

10.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Residential Lot in Wolf Creek shall be made subject to these restrictions.

10.4 Notices. Any notice required to be sent to any Owner of a Residential Lot or any part thereof 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 Association or to any member of the Architectural Control Committee at such address as appears on the applicable public record or on the records of the Association or the Architectural Control Committee.

10.5 Interpretation of Restrictions. The Association 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.

10.6 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.

10.7 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 Wolf Creek other than as expressly stated in writing (i) by the Developer to the lot Owner; or, (ii) in this Declaration; 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.

10.8 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 or as to permit the erection of such building or the making of the proposed improvements.

10.9 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, the Association 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, certifying that such modification has been adopted by a written instrument signed by the Owner or Owners of at least fifty (50) percent of the Residential Lots and signed by the President and Secretary of the Association with the formalities required for the recording of a deed in the State of Ohio. 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 10.8 of this Article X, nor shall it limit the provisions of Article IX hereof.

10.10 Preservation of Certain Rights of Developer. The Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions reserve a number of rights to the Developer. Most such reserved rights extended for the period that the Developer owned one or more Residential Lots in Wolf Creek and until Living Units were constructed on all Residential Lots in Wolf Creek. On the date of these Restrictions, the Developer no longer owns any Residential Lots in Wolf Creek and Living Units have been constructed on all Residential Lots in Wolf Creek. Thus, the rights of Developer to select members of the Architectural Control Committee, repurchase undeveloped Residential Lots, and approve exceptions from and amendments to these Restrictions have lapsed and been deleted from these Restrictions. The Plat 1 Restrictions and Plat 2 Restrictions reserved to Wolf Creek Development Corporation and the Plat 3 Restrictions reserved to MOL, Inc., the right to extend the benefit and burdens created by such Restrictions, including the non-exclusive right and easement to connect to and to use and enjoy the roadways and utility lines (including, but not limited to, all water, sewer, electrical, cablevision and telephone lines and easements) located in Wolf Creek to any lands which may thereafter be acquired by either such Developer in the vicinity of Wolf Creek and may be developed by either such Developer in conjunction with the development of Wolf Creek and subsequent plats of Wolf Creek. Each such Developer may exercise the rights reserved therein by filing
consecutively numbered plats of Wolf Creek, together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration or to a similar form of restrictions. Further, the rights, privileges and powers reserved by the Developer under such restrictions which survive, as aforesaid, are and shall be assignable at any time and shall inure to the benefit of the successors and assigns of each such Developer. The rights reserved to the Developer in the Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions which survive to this date, as aforesaid, shall be and are hereby declared to be prior in right to these Restrictions and fully preserved hereunder to each such Developer and the successors and assigns of each such Developer. The rights preserved to Developer hereunder shall not limit the right of the Association, as owner of the Common Areas, to dedicate the roadways and utility lines serving Wolf Creek to public use so long as such dedication is executed in a manner that preserves to each such Developer exclusive connection rights reserved to it under the Plat 1 Restrictions and the Plat 3 Restrictions.

10.11 Conveyance of Common Areas of Wolf Creek Plat 3 to the Association. The President of the Association is authorized and directed to execute a deed conveying the Common Areas of Wolf Creek Plat 3 from the Wolf Creek Plat 3 Home Owners’ Association, an unincorporated association of the owners of the Residential Lots in Wolf Creek Plat 3, to the Association.

10.12 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.

10.13 Effective Date. The amendments to the Plat 1 Restrictions, the Plat 2 Restrictions and the Plat 3 Restrictions contained in these Restrictions shall take effect on the date that these Restrictions are filed with the Lucas County, Ohio Recorder.

IN WITNESS WHEREOF, the undersigned Owners have caused their signed approvals of these Restrictions to be affixed hereto and Wolf Creek Homeowners’ Association, acting by and through its duly authorized officers has caused this Declaration of Restrictions to be executed and delivered on its behalf as of the 21st day of SEPTEMBER, 1998.

Signed and acknowledged in the presence of:

THE WOLF CREEK HOMEOWNERS’ ASSOCIATION, an Ohio non-profit Corporation

By: [Signature]
Mary K. Roberts, President

By: [Signature]
Robert F. Druley, Treasurer

bawolfcreek\Restriction 01.doc

18

98 3753E07
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 21st day of September, 2008
by Mary K. Roberts, President, and Robert F. Druley, Treasurer of Wolf Creek Homeowners
Association, an Ohio nonprofit corporation, on behalf of the corporation.

Marketa Sandretto
Notary Public

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

WOLF CREEK PLAT,

of which this is a correct plat is laid out and comprises all that part of the North
1/4 of Section 22, Town 2, United States Reserve in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, bounded
and described as follows:

Commencing at the Northwest corner of said Section 22; thence South 42 degrees 52 minutes 37 seconds
East along the centerline of Perrysburg-Holland Road a distance of 613.09 feet to a road corner
marked by a P. K. at the surface; thence South 43 degrees 18 minutes 12 seconds East along the said
centerline of Perrysburg-Holland Road a distance of 585.09 feet to the Point of Beginning; thence
North 46 degrees 41 minutes 48 seconds East a distance of 282.43 feet; thence South 88 degrees 54
minutes 57 seconds East, 291.95 feet; thence North 01 degrees 05 minutes 03 seconds East a distance
of 185.00 feet; thence North 86 degrees 03 minutes 20 seconds East a distance of 801.04 feet;

thence South 05 degrees 16 minutes 52 seconds West a distance of 710.51 feet; thence North 73
degrees 14 minutes 38 seconds West a distance of 76.75 feet; thence South 47 degrees 23 minutes 16
seconds West a distance of 99.16 feet to an iron pipe; thence South 72 degrees 02 minutes 38 seconds
now known as Cairl Creek
West a distance of 267.00 feet to a point in the center of Dry Creek as now located; thence South 65
degrees 18 minutes 00 seconds West a distance of 350.00 feet to a point on the centerline of Perrys-
burg-Holland Road, (passing iron pipes found on last described line at a distance of 31.56 feet and
of 318.79 feet) said point lying North 40 degrees 42 minutes 03 seconds West a distance of 175.00
feet from a square stone monument located on the centerline of said Perrysburg-Holland Road at
Station 34 + 30.5 feet (according to stationing shown on plans of Perrysburg-Holland Road dated
April 11, 1939, which are on file in the office of the Lucas County Engineer); thence North 40
degrees 42 minutes 03 seconds West along the said centerline of Perrysburg-Holland Road a distance
of 76.60 feet to a brass plate monument located on the centerline of said Perrysburg-Holland Road;
thence North 43 degrees 18 minutes 12 seconds West along the said centerline of Perrysburg-Holland
Road a distance of 679.75 feet to the Point of Beginning, containing 18.819 acres, more or less.

98 3753E09
WOLF CREEK PLAT 2, of which this is a correct plat is laid out and comprises all that part of the North 1/4 of Section 22, Town 2, United States Reserve in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, bounded and described as follows:

Beginning at the northeast corner of WOLF CREEK PLAT 1 as recorded in Volume 106, page 73 Book of Plats; thence North 86 degrees 03 minutes 20 seconds East 535.47 feet to a monument; thence North 00 degrees 41 minutes 26 seconds West 150.96 feet to a monument; thence South 20 degrees 18 minutes 37 seconds East 370.77 feet to a monument; thence South 52 degrees 13 minutes 55 seconds East 411.45 feet to the westerly right-of-way line of I-475; thence South 00 degrees 01 minutes 26 seconds East 587.00 feet along said westerly right-of-way line; thence North 82 degrees 54 minutes 39 seconds West 471.39 feet to a found Iron Pipe; thence North 00 degrees 41 minutes 25 seconds East 56.10 feet; thence North 73 degrees 14 minutes 38 seconds West, passing through a found Iron Pipe at 85.02 feet, a total distance of 614.59 feet to the southeast corner of said WOLF CREEK PLAT 1; thence North 05 degrees 16 minutes 52 seconds West 710.51 feet along said WOLF CREEK PLAT 1 to the point of beginning, containing 18.691 acres, more or less.
WOLF CREEK, PLAT 3, of which this is a correct plat is laid out and comprises all of that part of the South ½ of Section 15 and part of the North ¼ of Section 22, Town 2, United States Reserve in Springfield Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the northeast corner of WOLF CREEK PLAT 1 as recorded in Volume 106, pages 73 and 74 Book of Plats, said point also being the northwest corner of WOLF CREEK PLAT 2 as recorded in Volume 116, pages 98 and 99 Book of Plats; thence along the North line of said WOLF CREEK PLAT 1 South 86 degrees 03 minutes 20 seconds West 144.43 feet; thence North 05 degrees 54 minutes 32 seconds West 241.71 feet; thence North 20 degrees 52 minutes 25 seconds West 120.55 feet; thence North 50 degrees 30 minutes 51 seconds West 9.371 feet; thence North 81 degrees 56 minutes 58 seconds West 103.86 feet; thence North 59 degrees 20 minutes 40 seconds West 44.21 feet to a point on the North line of said Section 22 that is 364.66 feet Easterly of the West line of the East ½ of the Northwest ¼ of said Section 22; thence North 00 degrees 08 minutes 12 seconds West 201.60 feet; thence North 31 degrees 26 minutes 56 seconds East 45.14 feet; thence North 59 degrees 46 minutes 27 seconds East 137.14 feet; thence North 50 degrees, 43 minutes 53 seconds East 73.52 feet; thence North 06 degrees 28 minutes 33 seconds East 73.57 feet; thence North 88 degrees 46 minutes 27 seconds East 202.34 feet; thence North 66 degrees 26 minutes 08 seconds East 40.79 feet; thence North 78 degrees 25 minutes 55 seconds East 45.66 feet; thence South 60 degrees 51 minutes 41 seconds East 22.63 feet; thence South 30 degrees 22 minutes 39 seconds East 26.94 feet; thence South 41 degrees 16 minutes 42 seconds East 44.70 feet; thence South 51 degrees 13 minutes 19 seconds East 80.48 feet; thence North 46 degrees 31 minutes 02 seconds East 45.62 feet; thence North 13 degrees 24 minutes 28 seconds West 34.46 feet; thence North 12 degrees 07 minutes 06 seconds East 19.83 feet; thence North 37 degrees 03 minutes 18 seconds East 22.50 feet; thence North 43 degrees 20 minutes 19 seconds East 124.51 feet to a point on the Westerly limited access right-of-way line of Interstate 475; thence the following three courses along the Westerly limited access right-of-way of Interstate 475; South 44 degrees 23 minutes 44 seconds East 810.81 feet, South 07 degrees 08 minutes 55 seconds East 403.11 feet, South 00 degrees 01 minutes 28 seconds East 376.36 feet to the Northeastly corner of said WOLF CREEK PLAT TWO; thence the following four courses along the northerly boundary of said WOLF CREEK PLAT TWO; North 52 degrees 13 minutes 55 seconds West 411.45 feet, North 20 degrees 18 minutes 37 seconds West 370.77 feet, South 00 degrees 41 minutes 26 seconds West 150.94 feet, South 86 degrees 03 minutes 20 seconds West 535.47 feet to the Point of Beginning. Containing 23.39 acres, more or less.
(Form #2)

Sally H. Craddock, as Trustee

the Owner(s) of Lot 24 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here:  

Sally H. Craddock

Print here:  

Sally H. Craddock

Signed and acknowledged in the presence of:

Sign here:  

Angela S. Bohnsack

Sign here:  

Trina L. Carter

Print here:  

Angela S. Bohnsack

Print here:  

Trina L. Carter

STATE OF  

OH

COUNTY OF  

Lucas

The foregoing instrument was acknowledged before me this 22 day of July 1998 by Angela S. Sally H. Craddock.

Notary Public

ANGELA S. BOHNSACK

Notary Public, State of Ohio

My Commission Expires Feb. 17, 2002

98 3753E12

CONTINUED TO NEXT FICHE
(Form #1)

Lucy E Hauer, the Owner(s) of Lot 4 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof:

Sign here -> Lucy E Hauer
Print here -> Lucy E Hauer

Signed and acknowledged in the presence of:

Sign here -> June Doherty
Print here -> June Doherty

Sign here -> Julie A. Scorzelli
Print here -> Julie A. Scorzelli

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 6th day of August, 1998 by Julie A. Scorzelli.

Notary Public
(Form #1)

FAYE K. HECKLER, the Owner(s) of Lot 6 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> __________________________
Print here -> FAYE K. HECKLER

Sign here -> __________________________
Print here -> __________________________

Signed and acknowledged in the presence of:

Sign here -> CLAUDIA A. MYERS    Sign here -> KATIE ROBERTSON
Print here -> CLAUDIA A. MYERS    Print here -> KATIE ROBERTSON

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 21st day of July, 1998 by CLAUDIA A. MYERS

CLAUDIA A. MYERS
Notary Public, State of Ohio
Commission Expires 4-14-2002

98 3754A02
(Form #2)

Irene I. Fag, as Trustee Irene I. Fag TRUST
the Owner(s) of Lot in Wolf Creek, Plat / has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned’s approval and adoption thereof.

Sign here -> Irene I. Fag
Print here -> Irene I. Fag

Signed and acknowledged in the
presence of

Paul F. Fag

Sign here -> Irene I. Fag
Print here -> Irene I. Fag

Paul F. Fag

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 21 day of , 1998.

1998 by
Notary Public, State of Ohio
My Commission Expires 11-14-1999

Notary Public, State of Ohio

98 3754A03
(Form #1)

Carl S. Offerle, the Owner(s) of Lot 8 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Carl S. Offerle
Print here -> Carl S. Offerle

Sign here -> Rita A. Offerle
Print here -> Rita A. Offerle

Signed and acknowledged in the presence of:
Sign here -> Robbie S. Massel
Print here -> Robbie S. Massel

Print here -> Jane C. Siler

STATE OF OHIO)
COUNTY OF Defiance)

The foregoing instrument was acknowledged before me this 20th day of July, 1998 by Carl S. Offerle & Rita A. Offerle.

Robbie S. Massel
Notary Public
Notary Public, State of Ohio
My commission expires 1-14-2003

98 3754A04
(Form #1)

RHEO D. ROUILLARD, the Owner(s) of Lot 9 in Wolf Creek, Plat 1, has caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here → RHEO D ROUILLARD
Print here → RHEO D ROUILLARD

Sign here → SALLY O. ROUILLARD
Print here → SALLY O ROUILLARD

Signed and acknowledged in the presence of:

Sign here → [Signature]
Print here → Heather L. Kreutz

Print here → [Signature]
Print here → Michael R. Daum

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 21st day of August, 1998 by Rhea Rouillard & Sally Rouillard

Notary Public
Heather L. Kreutz
Notary Public, State of Ohio
My Commission Expires 3-19-2001

98 3754A05
(Form #2)

Joyce E Gustafson, the Owner(s) of Lot 10 in Wolf Creek Plan 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Joyce E Gustafson
Print here: Joyce E Gustafson

Signed and acknowledged in the presence of:

Sign here: Bonnie Myers  Sign here: Donna J Danford
Print here: Bonnie Myers  Print here: Donna J Danford

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 26 day of August 1998 by Joyce E Gustafson

Nicole Georgeff
Notary Public

NICOLE GEORGEFF  
Notary Public, State of Ohio  
My Commission Expires 4-19-2002

98 3754A06
(Form #1)

Robert F and Corry L Druley, the Owner(s) of Lot 11 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> ____________________________
Print here -> Robert F Druley

Sign here -> ____________________________
Print here -> Corry L Druley

Signed and acknowledged in the presence of:

Sign here -> ____________________________ Sign here -> April H. Molin
Print here -> Pam L. Druley Print here -> April H. Molin

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 27 day of Aug.

Notary Public

98 3754407
(Form #2)

A. GIDON SPIEKER JR. AND

VIRGINIA H. SPIEKER, as Trustees

the Owner(s) of Lot 12 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here -> A. GIDON SPIEKER JR.

Print here ->

Sign here -> VIRGINIA H. SPIEKER

Print here ->

Signed and acknowledged in the
presence of:

Sign here -> KEVIN J. KENNY

Print here -> KEVIN J. KENNY

Sign here -> SUSAN S. KENNY

Print here -> SUSAN S. KENNY

STATE OF Ohio

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of July, 1998 by A. GIDON SPIEKER and VIRGINIA H. SPIEKER.

KEVIN J. KENNY
Attorney at Law
Notary Public

Notary Public — State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

98 3754408
(Form #1)

with T. Mckinney and Joanne P. Mckinney, the Owner(s) of Lot 13 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Joanne Peck Mckinney
Print here -> Joanne Peck Mckinney

Sign here -> Keith T. Mckinney
Print here -> Keith T. Mckinney

Signed and acknowledged in the presence of:

Sign here -> Richard T. Jeffries
Print here -> Rich T. Jeffries

Sign here -> William S. Jeffries
Print here -> William S. Jeffries

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 31st day of July 1998 by Keith T. Mckinney.

CAROL J. HAPKER
Notary Public

98 3754A09
MARY KATHLEEN BOSTLEMAN

FRED W BOSTLEMAN

4 FRED W BOSTLEMAN, as Trustee, FRED W BOSTLEMAN TRUST

the Owner(s) of Lot 14 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned’s approval and adoption thereof.

Sign here -> FRED W BOSTLEMAN
Print here -> FRED W BOSTLEMAN

Sign here -> MARY KATHLEEN BOSTLEMAN
Print here -> MARY KATHLEEN BOSTLEMAN

Signed and acknowledged in the
presence of

Sign here -> Michael J. DeLong
Print here -> Michael J. DeLong

Print here -> Gary A. Yunker

STATE OF OHIO)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 3rd day of August,
1998 by Fred W. Bostleman and Mary Kathleen Bostleman, Husband and Wife.

Judith M. DeLong
Notary Public

Judith M. DeLong
Notary Public, State of Ohio
MARGARIE A. MEYERS, the Owner(s) of Lot 15 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here => MARGARIE A. MEYERS
Print here => MARGARIE A. MEYERS

Signed and acknowledged in the presence of:

Sign here => HEATHER L. LAWRENCE  Sign here => LAW. MOTT
Print here => HEATHER L. LAWRENCE  Print here => LAW. MOTT

STATE OF  )
COUNTY OF  )

The foregoing instrument was acknowledged before me this 25 day of August, 1998 by MARGARIE A. MEYERS.

Notary Public

98 37541L
(Form #1)

The undersigned owner(s) of Lot __ in Wolf Creek, Plat __, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: ____________________________
Print here: ____________________________

Sign here: ____________________________
Print here: ____________________________

Signed and acknowledged in the presence of:
Sign here: ____________________________
Print here: ____________________________

State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this 2nd day of September, 1998 by

Notary Public

98 3754A12
(Form #1)

CHARLES & PATRICIA SNYDER, the Owner(s) of Lot 18 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Patricia K. Snyder
Print here -> PATRICIA K. SNYDER

Sign here -> Charles R. Snyder
Print here -> CHARLES R. SNYDER

Signed and acknowledged in the presence of:

Sign here -> Margaret Leonard Sign here -> Donna Palfey
Print here -> Margaret Leonard Print here ->

STATE OF Ohio )
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 3rd day of August, 1998 by Patricia K. & Charles R. Snyder.

Larry Oliszewski
Notary Public

LARRY T. OLSZEWSKI
Notary Public, State of Ohio
Commission Expires Sept. 5, 2002

98 3754B01
(Form #1)

[Signature]

Lillian Micham, the Owner(s) of Lot 19 in Wolf Creek. Plat [ ], has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here ->
Print here ->
Signed and acknowledged in the presence of:
Sign here -> [Signature]
Print here -> [Signature]
STATE OF OHIO
COUNTY OF LUCAS
The foregoing instrument was acknowledged before me this 24 day of Aug.

[Notary Public Stamp]

Notary Public

98 3754B02
RICHARD J. AMENDOLA, the Owner(s) of Lot 20 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Richard J.
Print here: Richard J. Amendola

Sign here: Kay O. Amendola
Print here: Kay D. Amendola

Signed and acknowledged in the presence of:

Sign here: Angelica Ledesma
Print here: Angelica Ledesma

Print here: Keven Shank

STATE OF Ohio )
COUNTY OF Lucas ) SS:

The foregoing instrument was acknowledged before me this 23rd day of July 1998 by Richard and Kay Amendola

ANGELICA LEDESMA, Lucas County Notary Public, State of Ohio
My Commission Expires Dec. 22, 2002

98 3754B03
Ruth R. Power, the Owner(s) of Lot 21 in Wolf Creek, Plt 7, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: ___________________________
Print here: Rogers Power

Sign here: ___________________________
Print here: Ruth Power

Signed and acknowledged in the presence of:

Sign here: Michelle J. Scott
Print here: Michelle L. Parks

Sign here: ___________________________
Print here: Glenn W. Raitz

STATE OF OHIO
COUNTY OF Lyceus

The foregoing instrument was acknowledged before me this 30th day of July, 1998 by Roger C. Power & Ruth Power.

______________________________
Notary Public
(Form #1)

WILFRED & JOAN SPEVAK, the Owners(s) of Lot 2A in Wolf Creek, Plats __, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: WILFRED SPEVAK
Print here: WILFRED SPEVAK

Sign here: Joan H. Spevak
Print here: Joan H. Spevak

Signed and acknowledged in the presence of:

Sign here: Mary Walker
Print here: Matthew D. Boston

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 28th day of July, 1998 by Wilfred Spevak & Joan H. Spevak.
Ruth M. Szymanski, being the owner(s) of Lot 26 in Wolf Creek, Plat, has (have) caused her signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify her approval and adoption thereof.

Signed here: Ruth M. Szymanski
Printed: Ruth M. Szymanski

Signed and acknowledged in the presence of:

Mary Parker
Mary Parker

State of Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 4th day of Sept., 1998 by Ruth Szymanski.

Mary Parker
Notary Public

MARY LOU PARKER
Notary Public State of Ohio
Not Commission Expires May 5, 1999

98 3754B06
Orval H. & Phoebe E. Deain, the Owner(s) of Lot 27 in Wolf Creek, Plat ___, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> ORVAL H. DEAIN
Print here -> ORVAL H. DEAIN

Sign here -> PHOEBE E. DEAIN
Print here -> PHOEBE E. DEAIN

Signed and acknowledged in the presence of:
Sign here -> [Signature]
Print here -> ANGELA S. BOHNSACK

Print here -> TINA M. DAIN

STATE OF OHIO )
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 30 day of July, 1998 by ORVAL H. DEAIN AND PHOEBE E. DEAIN.

Notary Public

ANGELA S. BOHNSACK
Notary Public, State of Ohio
My Commission Expires Feb. 17, 2002

98 3754B07
MATTHEW & JESSIE JOHNSON, the Owner(s) of Lot 38 in Wolf Creek, Plat ____, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> MATTHEW JOHNSON
Print here -> MATTHEW JOHNSON

Sign here -> JESSIE JOHNSON
Print here -> JESSIE JOHNSON

Signed and acknowledged in the presence of:
Sign here -> VICKI SIMCELL
Print here -> VICKI SIMCELL
Sign here -> MICHELLE TAYLOR
Print here -> MICHELLE TAYLOR

STATE OF ____________
COUNTY OF ____________

The foregoing instrument was acknowledged before me this 2nd day of July 1998 by VICKI SIMCELL

VICKI L. SIMCELL
Notary Public

98 3754B08
(Form #1)

RAYMOND L. HELVEY, the Owner(s) of Lot 29 in Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: [Signature]
Print here: [Signature]

Signed and acknowledged in the presence of:

Sign here: [Signature]
Print here: [Signature]

STATE OF 

COUNTY OF 

The foregoing instrument was acknowledged before me this 24th day of July 1998 by Raymond L. Helvey.

Notary Public

[Notary Seal]
(Form #1)

Lois A. Ramsdell, the Owner(s) of Lot 33 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Lois A. Ramsdell
Print here: Lois A. Ramsdell

Sign here: ______________________
Print here: ______________________

Signed and acknowledged in the presence of:

Sign here: John J. Smith
Print here: J.R. Millard

Sign here: ______________________
Print here: ______________________

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of Aug., 1998

By: ____________________________
   NEDRA J. BEACH
   Notary Public, State of Ohio
   My Commission Expires 12/14/99
   Notary Public

98 3754B10
Mary Louise Bischoff, the Owner(s) of Lot 32 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Mary Louise Bischoff
Print here -> MARY LOUISE BISCHOFF

Sign here -> ______________________
Print here -> ______________________

Signed and acknowledged in the presence of:

Sign here -> Barbara J. Thresher
Print here -> Barbara J. Thresher

State of OHIO
County of Lucas

The foregoing instrument was acknowledged before me this 10th day of August 1998 by Rose Frey

Notary Public

98 3754B11
Harry W., sr. and Virginia M. Grell, the Owner(s) of Lot 34 in Wolf Creek, Plat X, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Harry W. Grell, Sr.
Print here ->
Sign here -> Virginia M. Grell
Print here ->

Signed and acknowledged in the presence of:

Sign here -> April A. Gleason
Print here ->
Sign here -> Karen Foley
Print here ->

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of August, 1998 by Harry W. Grell Sr. and Virginia M. Grell.

April A. Gleason
Notary Public
James A. Heckler, as Trustee of the James A. Heckler Trust
the Owner(s) of Lot 35 in Wolf Creek, Plat a, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here -> James A. Heckler, Trustee
Print here -> James A. Heckler

Signed and acknowledged in the
presence of:

Sign here -> Diane Aelker
Print here -> Diane Aelker

STATE OF __________
COUNTY OF __________

The foregoing instrument was acknowledged before me this __ day of __________, 1998.

______________________________
Joseph S. Ezell
Notary Public, Lucas County
My Commission Expires:
(Form #1)

Alan J. Miller, the Owner(s) of Lot 36 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Alan J. Miller

Print here -> Alan J. Miller

Sign here -> 

Print here -> 

Signed and acknowledged in the presence of:

Sign here -> Julie D. Habernek

Print here -> Julie D. Habernek

Sign here -> Mary J. Karpala

Print here -> Mary J. Karpala

STATE OF MICHIGAN )
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31st day of August, 1998 by Alan J. Miller.

Mary J. Karpala
Notary Public
MARY J. KARPALA
Notary Public, Oakland County, MI My Commission Expires Mar. 12, 2000

98 3754C02
MARLENE V. DAVIS, the Owner(s) of Lot 38 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> MARLENE V. DAVIS
Print here -> MARLENE V. DAVIS

Signed and acknowledged in the presence of:
Sign here -> [Signature]
Print here -> John W. [Print Name]
Print here -> S. Michael Forbes

STATE OF OHIO SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24 day of July 1998 by __________________________
Notary Public

98 3754CD3
William Wiersma, Jr., as Trustee for the Owner(s) of Lot __ in Wolf Creek, Plat __ has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> William Wiersma, Jr.
Print here -> William Wiersma, Jr.

Sign here -> ______________________
Print here -> ______________________

Signed and acknowledged in the presence of:

Sign here -> A. L. Lopez
Print here -> Dora Lopez

Sign here -> Robert F. Druley
Print here -> Robert F. Druley

STATE OF _______________
COUNTY OF _______________

The foregoing instrument was acknowledged before me this __ day of July, 19__.

Dora Lopez, Notary Public

Dora Lopez
Notary Public, State of Ohio
My Commission Expires Aug. 23, 1998

98 3754C04
JOHN J. PERSHING TRUST, as Trustee, is the Owner(s) of Lot 41 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: [Signature]
Print here: JOHN J. PERSHING

Sign here: [Signature]
Print here: JANET LEE PERSHING

Signed and acknowledged in the presence of:

Sign here: MARKETA SANDRETTO
Print here: MARKETA SANDRETTO

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of July, 1998 by JOHN J. PERSHING and JANET LEE PERSHING.

Marketa Sandretto
Notary Public

MARKETA SANDRETTO
Notary Public, State of Ohio
My Commission Expires 6-7-03

98 3754C05
MARY JANE SUIVER, as Trustee, 14/1831/1999
the Owner(s) of Lot 5/4 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here -> [Signature]
Print here -> MARY JANE SUIVER

Sign here -> [Signature]
Print here ->

Signed and acknowledged in the
presence of:

Sign here -> [Signature]
Print here -> JOHN J. PERSHING

Print here -> [Signature]
Print here -> JANET LEE RENSHING

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 21st day of July
1998 by MARY JANE SUIVER

[Seal]
Notary Public
LORI IE. 1992/08/01
Lucas County State of Ohio
My Commission Expires August 1992

[Notary Seal]
98 3754006
Richard & Janine Blakely, as Trustee, the Owner(s) of Lot 4 in Wolf Creek, Plan 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here ->  Richard C. Blakely
Print here ->  Richard C. Blakely

Sign here -> Janine Blakely
Print here -> Janine Blakely

Signed and acknowledged in the presence of:

Sign here -> Barbara M. Benadum
Print here -> Barbara M. Benadum

STATE OF Ohio)
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 28 day of August 1998 by Richard C. Blakely, Janine Blakely

[Notary Public Stamp]

Barbara M. Benadum, Notary Public, State of Ohio
Commission Expires 10-31-98

98 3754C07
Paul M. & Suzanne Szymanski, the Owner(s) of Lot 47 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here -> Paul M. Szymanski
Print here -> Paul M. Szymanski

Sign here -> Suzanne Szymanski
Print here -> Suzanne Szymanski

Signed and acknowledged in the presence of:

Sign here -> Joseph Nadeau
Print here -> Joseph Nadeau
Sign here -> Candace Tubbs
Print here -> Candace Tubbs

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 2nd day of September 1998 by Paul and Suzanne Szymanski

Notary Public

CANDACE TUBBS
Notary Public, State of Ohio
My Commission Expires June 8, 2003

98 3754C08
(Form #1)

JAMES C. HACKLEY  JANEANN H. HACKLEY the Owner(s) of Lot 49 in
Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated
and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval
and adoption thereof.

Sign here -> JANEANN H. HACKLEY
Print here -> JANEANN H. HACKLEY

Sign here -> JAMES C. HACKLEY
Print here -> JAMES C. HACKLEY

Signed and acknowledged in the
presence of:

Sign here -> Michael S. Cape
Print here -> Michael S. Cape
Sign here -> Glenn R. Weitsner
Print here -> Glenn R. Weitsner

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 20 day of July,
1998 by James & Janeann Hackley

TRACY A. REA
Notary Public
State of Ohio
My Commission Expires
April 1, 2002

98 375409
Victor R. Seelman and Sandra K. Seelman, the Owners(s) of Lot 49 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Victor R. Seelman  
Print here: Victor R. Seelman

Sign here: Sandra K. Seelman  
Print here: Sandra K. Seelman

Signed and acknowledged in the presence of:

Sign here: Trudy Y. Vicary  
Print here: Trudy Y. Vicary

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of June, 1998 by Victor R. Seelman

TRUDY Y. VICARY  
Notary Public — State of Ohio  
My Commission Expires Aug. 28, 2002
Victor R. Seeliman & Sandra K. Seeliman the Owner(s) of Lot 50 in Wolf Creek, Plat A, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Victor R. Seeliman
Print here -> Victor R. Seeliman

Sign here -> Sandra K. Seeliman
Print here -> Sandra K. Seeliman

Signed and acknowledged in the presence of:

Sign here -> Trudy Y. Vicary
Print here -> Trudy Y. Vicary

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 24th day of August 1998 by Sandra & Victor Seeliman

Notary Public

TRUDY Y. VICARY
Notary Public — State of Ohio
My Commission Expires Aug. 28, 2002

98 3754C11
(Form #1)

THOMAS F. & MARGARET GIBNEY, the Owner(s) of Lot 51 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> THOMAS F. GIBNEY
Print here -> THOMAS F. GIBNEY

Sign here -> MARGARET GIBNEY
Print here -> MARGARET GIBNEY

Signed and acknowledged in the presence of:
Sign here -> SHARON L. WALLACE
Print here -> SHARON L. WALLACE
Sign here -> ANGELA S. BOHNSACK
Print here -> ANGELA S. BOHNSACK

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24 day of August, 1998 by THOMAS F. & MARGARET GIBNEY.

Notary Public

ANGELA S. BOHNSACK
Notary Public - Chas. of Ohio
My Commission Expires Feb 17, 2002

98 3754C12
Joyce L. Stump, Trustee, under declaration of trust, dated March 1, 1985, as Trustee of the Owner(s) of Lot 5, in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Joyce L. Stump
Print here -> Joyce L. Stump

Signed and acknowledged in the presence of:

Sign here -> Dee Rinna
Print here -> Dee Rinna

Sign here -> Letecia Sweeney
Print here -> Letecia Sweeney

STATE OF Ohio)
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 21st day of July, 1998.

Joyce L. Stump

Notary Public
DANIEL C. WEHRLE
Notary Public, State of Ohio
My Commission Expires 8-27-2001

98 3754D01
MARIAN E SARMENTO, TRUSTEE OF THE MARIAN E SARMENTO REVOCABLE LIVING TRUST DATED OCT 7, 1995

the Owner(s) of Lot 53 in Wolf Creek, Plat 8, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign her: MARIAN E SARMENTO
Print here: ROA

Signed and acknowledged in the presence of: 

Sign her: ANGELA S. BOHNSACK
Print here: MATHEW D. BARGAN

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 27 day of
1998 by H.L. SARMENTO, P.O.A. FOR MARIAN E. SARMENTO

Notary Public
ANGELA S. BOHNSACK
Notary Public, State of Ohio
My Commission Expires Feb. 17, 2002

98 3759F1
(Form #2)

SANDRA J. SYDLAWSKI, as Trustee of the Owner(s) of Lot 34 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

X  Sign here -> SANDRA J. SYDLAWSKI

Print here -> SANDRA J. SYDLAWSKI

Sign here ->

Print here ->

Signed and acknowledged in the presence of:

Sign here -> MEGAN S. VALLEY  Sign here -> CONNIE CLARKE

Print here -> MEGAN S. VALLEY  Print here -> CONNIE CLARKE

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 20 day of July, 1998 by ____________________________

Notary Public
My Commission Expires 11-14-1999

[Notary Seal]
(Form #1)

Timothy L. Hoover and Lynn M. Hoover, the owner(s) of Lot 55 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof:

Sign here -> Lynn M. Hoover
Print here -> Lynn M. Hoover

Sign here -> Timothy L. Hoover
Print here -> Timothy L. Hoover

Signed and acknowledged in the presence of:

Sign here -> Eileen M. Best
Print here -> Eileen M. Best
Sign here -> Nezna Bell
Print here -> Nezna Bell

STATE OF OHIO)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 1st day of September 1998 by Lynn L. Timothy Hoover

_________________________
Notary Public
Eileen M. Best
Attorney at Law

98 3754D04
Russell R. Berman, as Trustee,

the Owner(s) of Lot 56 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Russell R. Berman
Print here: Russell R. Berman

Signed and acknowledged in the presence of:

Sign here: Tamra J. McKinley
Print here: Tamra J. McKinley

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 27th day of July, 1998 by Russell Berman.

Tamra J. McKinley
Notary Public

TAMRA J. MCKINLEY
Notary Public, State of Ohio
My Commission Expires 3-4-03

98 3754D05
(Form #2)

Agnes K. Stanbery, as Trustee
the Owner(s) of Lot 57 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here ⇒ Agnes K. Stanbery

Print here ⇒ Agnes K. Stanbery

Sign here ⇒

Print here ⇒

Signed and acknowledged in the presence of:

Sign here ⇒ Eileen M. Stanbery
Print here ⇒ Eileen M. Stanbery

Sign here ⇒ Susan Lynn Hark
Print here ⇒ Susan Lynn Hark

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 21st day of July, 1998 by Agnes K. Stanbery.

Notary Public

Susan Lynn Hark
Notary Public State of Ohio
By Commission Expires Sept. 18, 1999

98 3754D06
Bernard and Natalie Gaffney, the Owners(s) of Lot 58 in Wolf Creek, Plat II, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here -> Bernard V. Gaffney  
Print here -> Bernard V. Gaffney

Sign here -> Natalie G. Gaffney  
Print here -> Natalie G. Gaffney

Signed and acknowledged in the presence of:

Sign here -> Marketa Sandretto  Sign here -> Carol Bryan 
Print here -> Marketa Sandretto  Print here -> Carol Bryan

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 26th day of AUGUST, 1998 by Bernard V and Natalie G. Gaffney

Market Sandretto  
Notary Public
MARKETA SANDRETTO  
Notary Public, State of Ohio  
My Commission Expires 8-7-03

98 3754D07
(Form #2)

Maxine A. Specht, as Trustee Maxine A. Specht

the Owner(s) of Lot 49 in Wolf Creek, Plat ___, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned’s approval and adoption thereof.

Sign here -> Maxine A. Specht
Print here ->

Sign here ->
Print here ->

Signed and acknowledged in the
presence of:

Sign here -> Deborah L. Hively
Print here -> Deborah L. Hively
Sign here -> Susan M. Burcher
Print here -> Susan M. Burcher

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 21 day of July.

Notary Public

TRUDY Y. VICARY
Notary Public — State of Ohio
My Commission Expires Aug. 29, 2002

98 3754D08
Clerence E - Margarite M., the Owner(s) of Lot 60 in
Wolf Creek, Plat 1, has (have) caused his (their) signature to be affixed to the Consolidated
and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval
and adoption thereof.

Sign here -> Margarite M. Simon
Print here -> Margarite M. Simon

Sign here -> Clerence E. Simon
Print here -> Clerence E. Simon

Signed and acknowledged in the
presence of:

Sign here -> Bridget L. Simon  Sign here ->
Print here -> Bridget L. Simon  Print here ->

STATE OF  
COUNTY OF  

The foregoing instrument was acknowledged before me this ___ day of  

1998 by  

Notary Public

My commission expires  

November 7, 2001
Jean C. Rubin, as Trustee, has caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Jean C. Rubin
Print here: Jean C. Rubin, Trustee

Signed and acknowledged in the presence of:
Sign here: Gerald M. Kobil
Print here: Gerald M. Kobil

STATE OF Ohio
COUNTY OF Wood

The foregoing instrument was acknowledged before me this 31st day of August, 1998 by Jean C. Rubin.

Notary Public

Kim Steele
Notary Public, State of Ohio

98 3754D10
Nancy R. Fairhurst, as Trustee of the Nancy R. Fairhurst House

the Owner(s) of Lot 62 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here: Nancy R. Fairhurst, as Trustee
Print here: Nancy R. Fairhurst, as Trustee

Sign here: __________________________
Print here: __________________________

Signed and acknowledged in the
presence of:

Sign here: [Signature]
Print here: Robert M. Sterling

Sign here: Helen M. Wakefield
Print here: Helen M. Wakefield

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 23rd day of July 1998 by

[Signature]
Nancy R. Fairhurst, Trustee

Notary Public

Robert V. Sterling, Notary Public, State of Ohio,
My Commission Has No Expiration Date
Sec. 147.03 R.C.

98 3754D11
(Form #1)

BARRY a MARY ELLEN WATSON, the Owner(s) of Lot 64 in Wolf Creek, Plat 3, has/have caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> BARRY WATSON
Print here -> BARRY WATSON

Sign here -> MARY ELLEN WATSON
Print here -> MARY ELLEN WATSON

Signed and acknowledged in the presence of:

Sign here -> Astrid Witt
Print here -> Astrid Witt

Sign here -> Stephanie Taylor
Print here -> Stephanie Taylor

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 24th day of August 1998 by

LOIS R. STAUNTON
Notary Public — State of Ohio
My Commission Expires April 21, 2002

98 3754D12
(Form #1)

Claudette Konzen, M.D., the Owner(s) of Lot 65 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here -> Claudette Konzen, M.D.
Print here -> CLAUDETTE KONZEN, M.D.

Sign here ->
Print here ->

Signed and acknowledged in the presence of:

Sign here ->
Print here ->

Province: Ontario
State: Canada

The foregoing instrument was acknowledged before me this 23 day of July, 1998 by

Notary Public

98 3754E01
(Form #2)

NANCY C. KELLERMeyer, as Trustee for NANCY C. KELLERMeyer

the Owner(s) of Lot 24 in Wolf Creek, Plat B, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here -> Nancy C. Kellermeyer, Trustee
Print here -> Nancy C. Kellermeyer TRUSTEE

Sign here -> Nancy C. Kellermeyer
Print here -> Nancy C. Kellermeyer

Signed and acknowledged in the
presence of:

Sign here -> Nathan S. Sterling
Print here -> Nathan S. Sterling

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 21 day of July
1998 by THOMAS KELLERMeyer

C. D. ALI
Notary Public

C. D. ALI
Notary Public, State of Ohio
My Commission Expires 3-9-2003

98 3754E02
(Form #1)

Connie Frankart Gross, fka
Connie L. Frankart

the Owner(s) of Lot 67 in
Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restriction as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Connie L. Frankart, nka
Connie Frankart Gross

Sign here ->
Connie Frankart Gross

Print here ->
Connie Frankart Gross, fka
Connie L. Frankart

Signed and acknowledged in the presence of:

Sign here ->
Rosanne Macut

Print here ->
Roger D. Proper, Jr.

Print here ->
Rosanne Macut

STATE OF
OHIO

COUNTY OF
Lucas

The foregoing instrument was acknowledged before me this 3rd day of August 1998 by
Connie Frankart Gross, fka
Connie L. Frankart

Notary Public

Rosanne Macut
Notary Public
State of Ohio
My Commission Expires 12/31/2000

98 3754E03
Donald E. Miles, the Owner(s) of Lot 68 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Donald E. Miles
Print here -> Donald E. Miles

Sign here -> Shirley Miles
Print here -> Shirley Miles

Signed and acknowledged in the presence of:

Sign here -> Stephen Miles
Print here -> Stephen Miles

Sign here -> April A. Gleason
Print here -> April A. Gleason

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 24 day of August, 1998 by Donald E. Miles.

[Notary Seal]

98 3754E04
WAYNE C. & MARY M. GOODWIN, the Owner(s) of Lot 69 in Wolf Creek, Plat 3, have caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here: Wayne C. Goodwin
Print here: Wayne C. Goodwin
Sign here: Terry F. Broder
Print here: Mary M. Goodwin

Signed and acknowledged in the presence of:
Sign here: Marie H. Vittou
Print here: Marie H. Vittou
Sign here: Tessa Mossing
Print here: Tessa Mossing

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 15 day of July, 1998 by Wayne C. Goodwin.

[Notary Public]

98 3754E05
(Form #1)

S. Dean Roberts, Trustee, and Mary K. Roberts, in their capacity as owner(s) of Lot 70 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof. Recorded Dec. 20, 1995 at Memo #95-6095.

Sign here: S. Dean Roberts
Print here: S. DEAN ROBERTS

Sign here: Mary K. Roberts
Print here: Mary K. Roberts

Signed and acknowledged in the presence of:

Sign here: Elizabeth Beach
Print here: E. Beach

Print here: Len Beach

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 20th day of July, 1998 by S. Dean Roberts and Mary K. Roberts.

[Notary Public]
Commission expires April 17, 2003

98 3754E06
(Form #2)

LEN L. BEACH
ELIZABETH M. BEACH

the Owner(s) of Lot 71 in Wolf Creek, Plan 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here -> LEN L. BEACH
Print here ->

Sign here -> ELIZABETH M. BEACH
Print here ->

Signed and acknowledged in the presence of:

Sign here -> TERESA KUNK
Print here ->

Sign here ->
Print here ->

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24 day of August 1998 by

Notary Public
GAYE L. TEHAY
Notary Public, State of Ohio
My Commission Expires 7-02-2002

98 3754E07
(Form #2)

Daniel T. Haley as Trustee

the Owner(s) of Lot 77 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Daniel T. Haley Trustee
Print here -> DANIEL T. HALEY TRUSTEE

Sign here -> JANE M. HALEY TRUSTEE
Print here -> JANE M. HALEY TRUSTEE

Signed and acknowledged in the presence of:

Sign here -> Vicki L. Simrell
Print here -> Vicki L. Simrell

Print here -> LINDA J. DREWS

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of July, 1998 by Vicki L. Simrell.

Vicki L. Simrell
Notary Public

98 3754E08
CHIPTON E. SHINK, JR., WILMA M. SHINK, the Owner(s) of Lot 73 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Clifton E. Shinn, Jr.
Print here -> Clifton E. Shinn, Jr

Sign here -> Wilma M. Shinn
Print here -> Wilma M. Shinn

Signed and acknowledged in the presence of:

Sign here -> Julie Olwicz
Print here -> Julie Olwicz

Sign here -> John Olwicz
Print here -> John Olwicz

STATE OF Ohio
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 21st day of July, 1998 by Clifton Shinn, Jr.

Julie Olwicz
Notary Public, State of Ohio
My Commission Expires 10-10-2000

98 3754E09
(Form #1)

John M. Pozsiłk, the Owner(s) of Lot 75 in Wolf Creek, Plat 2, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> John M. Pozsiłk
Print here -> JOHN M. POZSIŁK

Sign here -> Deborah Pozsiłk
Print here -> DEBORAH POZSIŁK

Signed and acknowledged in the presence of:

Sign here -> Matthew Pozsiłk
Print here -> MATTHEW POZSIŁK

Sign here -> Conni Harris
Print here -> Conni Harris

STATE OF Ohio
CITY OF Toledo
The foregoing instrument was acknowledged before me this 27th day of July, 1998 by

MILAYNE E. WALKER
Notary Public

Notary Public, State of Ohio
My commission Expires December 17, 2001

98 3754E10
ELIZABETH S. FORD TIE, as Trustee,

the Owner(s) of Lot 77 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be
affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify
the undersigned's approval and adoption thereof.

Sign here -> ELIZABETH S. FORD TIE
Print here -> ELIZABETH S. FORD

Signed and acknowledged in the
presence of:

Sign here -> MARKETA SANREHTO  Sign here -> Carol Bryan
Print here -> MARKETA SANREHTO  Print here -> Carol Bryan

STATE OF Ohio )
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 24th day of
August 1998 by Elizabeth S. Ford only.

MARKETA SANREHTO
Notary Public
MARKETA SANREHTO
Notary Public, State of Ohio
My Commission Expires 6-7-03

98 3754E11
Rita Mae Hubbell, the Owner(s) of Lot 79 in Wolf Creek, Plat 5, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned's approval and adoption thereof.

Sign here -> Rita Mae Hubbell
Print here -> Rita Mae Hubbell

Signed and acknowledged in the presence of:

Sign here -> Irene K Lundy
Print here -> Irene K Lundy

Signed here -> Brenda Machinski
Print here -> Brenda Machinski

STATE OF Ohio 
COUNTY OF Lucas 

The foregoing instrument was acknowledged before me this 20 day of July, 1998 by Rita Mae Hubbell.

Notary Public, State of Ohio
My Commission Expires September 23, 2007

CONTINUED TO NEXT FICHE
(Form #1)

KAREN A. LANDES, the Owner(s) of Lot 80 in Wolf Creek, Plat 3, has (have) caused his (their) signature to be affixed to the Consolidated and Amended Declaration of Restrictions as to Wolf Creek to signify the undersigned’s approval and adoption thereof.

Sign here -> KAREN A. LANDES
Print here -> KAREN A. LANDES

Signed and acknowledged in the presence of:

Sign here -> WAYNE C. LANDES Sign here -> WILLIAM F. TOOLE
Print here -> WAYNE C. LANDES Print here -> WILLIAM F. TOOLE

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 23 day of JULY, 1998 by KAREN A. LANDES

Notary Public

RUTH ANN GOOSSEN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 11-5-98

CONTINUED FROM PREVIOUS FICHE 98 3755A01
**Wolf Creek Homeowners Association**

32 Wolf Ridge Drive  
Holland, Ohio, 43528

Summary of the notarized signature pages received approving the revised Consolidated and Amended Declaration of Restrictions as to Wolf Creek.

<table>
<thead>
<tr>
<th>Plats</th>
<th>Individual Owners</th>
<th>Approvals Received</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plat 1</td>
<td>32</td>
<td>24</td>
<td>75%</td>
</tr>
<tr>
<td>Plat 2</td>
<td>28</td>
<td>22</td>
<td>78%</td>
</tr>
<tr>
<td>Plat 3</td>
<td>21</td>
<td>16</td>
<td>76%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>81</strong></td>
<td><strong>62</strong></td>
<td><strong>77%</strong></td>
</tr>
</tbody>
</table>

Attest:

Mary K. Roberts, President
Robert F. Druley, Treasurer  
September 14, 1998

STATE OF Ohio  
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 14th day of September 1998 by MARY K. ROBERTS AND ROBERT F. DRULEY

MARKET A SANDRETT  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires 6-7-03