

QUAIL HOLLOW

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

383

DECLARATION OF RIGHTS AND RESTRICTIONS

As To QUAIL HOLLOW
A Subdivision in Monclova Township,
Lucas County, Ohio

THIS DECLARATION OF RIGHTS AND RESTRICTIONS ("Declaration") is made and adopted as of the 26th day of October, 1994, by The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation ("Owner"), with offices at 616 Madison Avenue, Toledo, Ohio 43604.

WHEREAS, Owner is the owner in fee simple of all of the property constituting Quail Hollow, a Subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 134, Page 26 of the Lucas County, Ohio Record of Plats ("Quail Hollow").

WHEREAS, the property constituting Quail Hollow is described as Lots 1 through 7 inclusive in Quail Hollow, a Subdivision in Monclova Township, Lucas County, Ohio. ("Property").

WHEREAS, lots nos. 1-6 inclusive as shown on the Plat of Quail Hollow shall be hereinafter referred to as "lots". The term "lots", as used herein, shall not apply to Lot 7 of the plat of Quail Hollow.

WHEREAS, Owner desires to establish a general plan for the development, improvement and use of the Property as an architecturally harmonious, first-class, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the lots more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes.

NOW, THEREFORE, Owner, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the lots shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each residence dwelling on a lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any

(s.s.)

C 95 0021C08

1/4 S T. R.
ARB

applicable zoning, building or other governmental ordinances, codes and regulations ("Codes").

1.2 No structure shall be erected, placed or maintained on any lot other than one single-family residence dwelling (a) containing not less than 2,200 total square feet (exclusive of porches, decks, basement and garage) in the case of a single-level structure, or (b) containing not less than 1,320 square feet on the first floor level and not less than 2,200 total square feet (exclusive of porches, decks, basement and garage) in the case of structures containing more than one level. In addition, each such residence dwelling shall include a private garage of not less than two (2) nor more than three (3) car capacity which shall be attached to the residence dwelling. All such single family residences and attached garage shall be located entirely within the areas so designated on the plat of Quail Hollow. All such attached garages shall be side-loading and all of which must face a Northerly direction, except for Lot 6 as designated on the plat of Quail Hollow. The facing of the garage constructed on Lot 6 may face in any direction approved by the Architectural Control Committee at such time as the Plans are submitted to the Architectural Control Committee as required under Article II hereof. In addition, the owner of any lot may request permission from the Architectural Control Committee to construct an out-building (not attached to the residential dwelling or attached garage) by submitting Plans therefor as otherwise required under Article II hereof. All such out-buildings shall match the residential dwelling located on such lot in form, construction material, and design and shall be of such size, location, and composition as may be approved by the Architectural Control Committee.

1.3 Subject to paragraph 8.7 hereof, nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single lot for one (1) single-family residence dwelling.

1.4 No portion of any lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of lots.

1.5 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any lot.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property. No manufactured home or prefabricated structure of any kind shall be erected or placed on any

lot, unless first approved as provided under Article II hereof. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefor as provided under Article II.

1.7 No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a lot unless housed within a garage building. Roof mounted antennas and all other types of outside antennas are expressly prohibited on lots. No wash or laundry shall be hung or dried outside of any structure on any lot.

1.8 No lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such lot shall be removed therefrom. All structures must be completed by a lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from any lot without the prior written approval of the Owner, its successors and assigns.

1.9 Any pets at the Property shall be maintained within residence dwellings. Dogs and cats shall be permitted outside residential dwellings only if leashed.

1.10 All rubbish, garbage and debris (combustible and non-combustible) on lots shall be stored in underground containers, in containers entirely within the garage or basement or, if approved as provided under Article II, in outside containers. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Owner, its successors and assigns, or the Association (as hereinafter defined).

1.11 During the period of construction of a residence on a lot, the lot owner shall maintain a clean building site, free from debris. Said lot owner must keep the street free from dirt and mud which may, at any time, erode, wash from, be tracked, transported, or driven from, or otherwise be transported from said owner's lot. No dirt or construction debris may be placed on adjacent or vacant lots. In the event the Owner determines that a construction site (including debris that may have been deposited on adjacent lots) requires clean-up, the Owner shall notify the lot owner. The lot owner shall immediately clean-up the site. In the event the debris or dirt is not removed, the Owner has the right, but not the obligation, to clean said debris and the cost of such

clean-up plus 15% shall be paid by the lot owner to the Owner (or, at Owner's option, the cost of such clean-up shall be added to and become part of the assessment to which such lot is subject).

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

1.13 All electric and telephone facilities and services at Quail Hollow shall be underground with the exception of (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public rights-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the 10 foot strip of land at the exterior of such portions of the Property.

1.14 No structure (including a fence, wall, hedge, or other enclosure) or any part thereof shall be erected, placed or maintained on any lot nearer to the street or the street line or lines than any building line(s), building setback line(s) or building area(s) shown on the plat of Quail Hollow, except for a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof. Further, no structure (including a fence, wall, hedge, or other enclosure) or any part thereof shall be erected, placed or maintained on any lot nearer to the front, side or rear lot line than is permitted by the Codes.

1.15 No portion of any lot nearer to any street than the building line(s), building setback line(s) or building area(s) shown on Quail Hollow shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portions of lots for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lots.

1.16 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of a lot. This paragraph 1.16 shall be construed to prohibit the planting or maintaining of farm crops or grains on lots.

1.17 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall be placed on any lot.

1.18 Notwithstanding any other provision of this Declaration, the Owner and other contractors approved by the Owner shall be permitted to construct and use construction and/or sales office(s) and model home(s) on one or more lots at the Property.

1.19 No satellite dishes or similar receiving or transmitting devices shall be permitted on any lot unless first approved as provided in Article II hereof.

1.20 No above ground swimming pool shall be permitted on any lot unless the swimming pool has a total water surface of less than eighty (80) square feet and a depth of less than two (2) feet.

1.21 No firearms of any type shall be discharged on the Property.

ARTICLE II ARCHITECTURAL CONTROL

2.1 Subsequent to the filing of this Declaration, the members of the Architectural Control Committee shall, after the Owner assigns to the Association its rights pursuant to this Section 2.1, be elected by the Association from time to time. Prior to the Owner assigning to the Association its rights pursuant to this Section 2.1, the Owner shall appoint all members of the Architectural Control Committee. The Architectural Control Committee for Quail Hollow shall be comprised of three (3) members. Members of the Architectural Control Committee shall serve for one-year terms, or until a member's earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-elected; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive one-year terms at a time.

2.2 Detailed drawings, plans and specifications ("Plans") for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks, mailboxes, hedges, landscaping and other enclosures, and satellite dishes and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the lot and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient

numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.3 In requiring submission of the Plans as herein set forth, Owner contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots as a whole.

2.4 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. Notwithstanding anything else contained herein, any structure or residence dwelling built or constructed upon a lot shall be erected at an elevation of not less than one (1) foot higher than the 100-year flood elevation of 614.00 as shown on Flood Insurance Rate Map Community-Panel Number 390359-0885-B, dated March 16, 1983. In addition, no alterations to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any lot.

2.6 The exterior finish of all residence dwellings and any other structure shall be brick, stone or wood, or such other finish as may be approved by the Architectural Control Committee provided, however, that no vinyl or aluminum exterior finish of any kind shall be used on any such residence dwelling or any other structure. All residence dwellings and other structures shall have the eave and not less than six (6) inches on the gable end. All residence dwellings and other structures, including the garages and any porches attached thereto, shall have roofs with pitches of not less than six (6) inches of rise per one (1) foot. All roof

shingles must be "dimensional" asphalt/fiberglass or cedar shake style shingles.

2.7 No basketball backboard shall be erected or attached to the front of any residence, garage, or other structure or in front of the building line as set forth on the plat of Quail Hollow and all such basketball backboards whenever or wherever erected shall be approved by the Architectural Control Committee.

2.8 All residence dwellings shall have a rustic wood mailbox as approved by the United States Postal Service and the Architectural Control Committee. All mailboxes shall be identical in style, the lot owner must submit the color of the mailbox to the Architectural Control Committee for approval and shall not erect such mailbox until the lot owner has obtained the approval of the Architectural Control Committee. A drawing of an approved mailbox is on file at the Owner's office for inspection by all lot owners.

2.9 The Owner has established and prepared a master plan for the planting of trees on each lot, generally in the areas between the curb and sidewalk on or along the public rights-of-way adjacent to such lots. A copy of said master plan is maintained at the offices of the City of Maumee. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each lot owner shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) one (1) year following the date of closing on the sale of a lot to such owner, or (b) the completion of construction of a residence dwelling thereon. If a lot owner fails to plant said trees in accordance with this paragraph 2.9, the Architectural Control Committee or the Owner shall have the right, without notice to the lot owner, to enter upon said lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be payable upon demand to the Architectural Control Committee or the Owner (as the case may be) or shall, at the Owner's option, be added to and become a part of the assessment to which such lot is subject.

2.10 The Architectural Control Committee at its option may require that the Plans for any structures or other improvements be accompanied by an application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III QUAIL HOLLOW HOMEOWNERS' ASSOCIATION

3.1 There is hereby created by the Owner, who owns all of the lots at the present time, the Quail Hollow Homeowners' Association ("Association"). The members of the Association shall be the owners, from time to time, of all of the lots. Said owners

or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the lots.

3.2 The Association shall have the following powers and rights:

- (a) Subject to the provisions of this Declaration, as well as other rules and regulations of general application, to govern the use, maintenance, cleaning, repair, replacement, insurance and upkeep of any easement areas created or reserved in this Declaration or on the recorded plat of Quail Hollow (including, but not limited to the Road, as hereinafter defined), and any other improvements, facilities, equipment and amenities maintained by the Association and located within the public right(s)-of-way at the Property.
- (b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.
- (c) To promote and seek to maintain the attractiveness, value and character of the lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of Quail Hollow.
- (d) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Quail Hollow.
- (e) To represent the owners of lots before governmental agencies, offices and employees, and to generally promote the common interests of the lot owners.

- (f) To collect and dispose of funds and assessments as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) of Quail Hollow.
- (g) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.
- (h) To insure, manage, maintain, improve, clean, replace and repair the Road and all improvements, facilities, equipment and/or amenities located thereon.
- (i) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the lot owners and located within the Road or any other portions of the public right(s)-of-way at the Property.
- (j) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 3.2; to pay all real estate, personal property and other taxes levied against the Association; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this paragraph 3.2.
- (k) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent declaration(s) of Quail Hollow.

3.3 Each member of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each lot which such member owns. When more than one person holds an ownership interest in any lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Where a vote is cast by one of two or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Owner holds title to any lot(s) in Quail Hollow, the Owner shall be entitled to four (4) votes for each lot owned by it.

ARTICLE IV ASSESSMENTS OF OWNERS

4.1 Each and every lot and lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The initial annual assessment shall be \$300.00, and such amount may be reasonably adjusted from year to year in the discretion of the Association.

4.2 The annual assessments of lot owners shall be determined, levied and made on a uniform basis, with each lot being subject to the same yearly assessment; provided, however, that the annual assessment for lots owned by the Owner upon which no construction has commenced shall be 50% of the amount of the annual assessment for all other lots. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. 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; provided, however, that the Association shall not expend an amount greater than \$5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. Upon demand of any lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's 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.

4.4 The Association shall have a perpetual lien upon the lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each lot on the first day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proportion which the area of each part of a lot to which each owner holds record title bears to the total area of the lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Quail Hollow Homeowners' Association claims a lien for unpaid annual assessments for the years _____ in the amount of \$_____ against the following described premises:

(Insert Legal Description)

QUAIL HOLLOW
HOMEOWNERS' ASSOCIATION

By _____

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, the _____, of QUAIL HOLLOW HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

4.5 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such

delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any lot shall not affect the assessment lien, or relieve the lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance of any 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 conveyance.

ARTICLE V EASEMENTS

5.1 The Owner 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, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words "Easement", "Roadway", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area", or with words of similar import, on the plat of Quail Hollow, and along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Quail Hollow. The Owner 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 lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on the plat of Quail Hollow as "Easement", "Roadway", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any lot shall have the right to reserve or grant any easements or rights-of-way upon or over any of the lots without the prior written consent of the Owner, its successors and assigns.

ARTICLE VI
ROAD; ETC.

6.1 Each member of the Association, in common with all other members of the Association as owners of lots, shall have the non-exclusive easement right to use the Road for all purposes incident to the use and occupancy of such member's lot as a place of residence and other incidental uses as are set forth in this Article VI. All members shall use the Road in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association. No parking of cars, trucks, tractors, trailers, or other similar objects shall be permitted on or along the Road at any time (except as may be necessary to construct a structure as otherwise permitted hereunder).

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the Road, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Road. Said boulevard islands and cul-de-sac islands shall contain landscaping and/or signage which shall be maintained and replaced, from time to time, by the Association.

6.3 No owner of any lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner's lot into any Drainage Easement areas shown on the plat of Quail Hollow, or into any other pond, lake or body of water on the Property, or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such lot.

6.4 The plat of Quail Hollow indicates an easement for a private driveway providing access along the westerly boundaries of all lots ("Road"). The Road shall be for the common use of all owners of lots and shall be used as a driveway providing access to and from each lot to each other lot and from each lot to Strayer Road, a publicly dedicated highway. The Owner shall, at its sole cost, cause the initial construction of the Road. Subsequent to the completion of the Road by Owner, all such costs of insuring, maintaining, repairing, painting, and other upkeep of the Road shall be borne equally by the owners of all lots. The decisions concerning any and all required maintenance or other upkeep of the Road shall be as determined by a majority vote of the Association, as defined herein.

ARTICLE VII
DURATION OF RESTRICTIONS; AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until December 31, 2014, at which time this Declaration

shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to December 31, 2014 with the written approval of the then owners of not less than 60% of the lots, 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 lot owners with the formalities required by law. This Declaration may be terminated as of December 31, 2014 and may be amended or terminated thereafter with the written approval of the owners of not less than 60% of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VIII ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction 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.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

8.3 All transfers and conveyances of each and every lot shall be made subject to this Declaration.

8.4 Any notice required to be sent to any owner of a lot or to the Owner or to the Architectural Control Committee or to the Association 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 Owner or to any member of the Architectural Control Committee or to the Association as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee or on the records of the Association.

8.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

8.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

8.7 No owner of any lot shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Owner, its successors and assigns, or the Association.

8.8 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.

8.9 Each lot owner, by acceptance of a deed to a lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, its successors and assigns, the shape of, dimensions or topography of the lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Quail Hollow, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of lots, or which would cause this Declaration to cease being beneficial to the owners of such lots, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 60% of the lots, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected lot owner. The provisions of this paragraph 8.10 shall not be construed as a limitation upon the right of the Owner to modify the provisions of this Declaration as provided in paragraph 8.9 nor shall it limit the provisions of Article VII hereof.

8.11 By acceptance and recording of a deed to a lot, each lot owner shall be deemed to have acknowledged and agreed that there are no representations, express or implied, by the Owner or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas including the

Road (whether or not constructed by the Owner), or otherwise with respect to Quail Hollow other than as expressly stated in writing (a) by the Owner to the lot owner; (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each lot owner, by the acceptance and recording of a deed to a lot, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for the Common Areas including the Road, any equipment erected or maintained thereon, and the owners of lots hereby release and indemnify the Owner, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Areas including the Road. In addition, the trustees, officers, employees and agents of the Association are hereby released and indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including actions taken under this Declaration.

8.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

8.13 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

8.14 Notwithstanding the foregoing provisions of this Declaration, the structures presently located on Lot 1 in Quail Hollow shall be exempt from any provision of this Declaration which would otherwise restrict the construction, composition of building materials, location, dimensions, design, architecture, grading, water or utility supply, etc. relating to the existing structures located on said Lot 1. The provisions of this paragraph 8.14 shall not otherwise exempt said Lot 1 or the owner thereof from any other applicable restrictions, rules, regulations, or other compliance with this Declaration. In addition, at such time as any existing structure located on Lot 1 is razed, substantially altered, removed, destroyed, etc., all such alterations and/or new structures on said Lot 1 shall be subject to all provisions of this Declaration.

IN WITNESS WHEREOF, The Port Lawrence Title and Trust Company, Trustee, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 26th day of October, 1994.

JAN 5 1995

Signed and acknowledged
in the presence of:

[Signature]
[Signature]

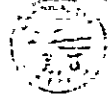
THE PORT LAWRENCE TITLE AND
TRUST COMPANY, TRUSTEE

By Fred C. Meyer
Fred C. Meyer
Its Vice President
By Harold Shunk
Harold Shunk
Its Vice President

STATE OF OHIO)
COUNTY OF LUCAS) SS:

The foregoing instrument was acknowledged before me this
26th day of October, 1994 by Fred C. Meyer, the
Vice President, and by Harold Shunk, the
Vice President, of The Port Lawrence Title and Trust Company,
Trustee, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public



This instrument prepared by:
Timothy A. Konieczny
Robison, Curphey & O'Connell
Ninth Floor, Four SeaGate
Toledo, Ohio 43604

623

-17-

L

95 0021012

PL1 CCA

MORTGAGEE'S CONSENT

The undersigned Capital Bank, N.A., an Ohio corporation, the holder of certain open-end mortgages encumbering the lands included in Quail Hollow, which mortgages dated September 20, 1994 and recorded at File No. 94-2420310 + 603 of the Lucas County, Ohio Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Rights and Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgages to the provisions of the foregoing Declaration of Rights and Restrictions.

IN WITNESS WHEREOF, the undersigned Capital Bank, N.A., has caused this consent to be executed by its duly authorized officers as of October 26, 1994.

Signed and acknowledged
in the presence of:

[Signature]
[Signature]
Jane Duker

CAPITAL BANK NA
By [Signature]
Its Vice President
By [Signature]
Its Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 26 day of October, 1994, by Richard L. Brunner, the Vice President and Robert A. Walters, the Vice President, of Capital Bank, N.A., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

This instrument prepared by:
Timothy A. Konieczny
Robison, Curphey & O'Connell
Ninth Floor, Four SeaGate
Toledo, Ohio 43604

for 3

RECEIVED & RECORDED

JAN 05 1995

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

CHARLES V. HOECHERL
Notary Public, State of Ohio
My Commission Expires 12-6-97

95 0021E01

PLT CEX