

# QUARRY PLAT FIVE

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DEC 7 1995

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DECLARATION OF RESTRICTIONS FOR  
THE QUARRY PLAT FIVE, A  
SUBDIVISION IN THE TOWNSHIP OF MONCLOVA,  
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by CAVALEAR PROPERTIES LIMITED PARTNERSHIP, an Ohio limited partnership, 6444 Monroe Street, Sylvania, Ohio 43560, hereinafter called ("Developer"), and by THE QUARRY HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called ("Association"), as of this 6 day of Dec., 1995.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the platted lots in the recorded plat of The Quarry Plat Five ("the Plat"), a Subdivision in the Township of Monclova, Lucas County, Ohio, which Plat is recorded in Volume 136, Pages — and 4, inclusive, of the Lucas County, Ohio Record of Plats (hereinafter said Subdivision is sometimes called "the Subdivision" or "The Quarry"); and

WHEREAS, the Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots ("lot or lots") in the Plat as well as any and all lots, that may be created by any previous (Plats One, Two, Three and Four have already been established under various recordings and/or subsequent plats of The Quarry; and

WHEREAS, The Quarry is intended to be a first-class, quality single-family residential subdivision developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolutions of the Townships of Monclova and Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and in furtherance of the aforesaid development plan, do for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, a private garage of not more than four (4) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and a tennis court. Such

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DEC 7 1995

residence shall be used and occupied solely and exclusively for private residence purposes by a single-family and such family's servants.

**1.2 Lot Use.** The construction of a single family residence on more than one residential lot shall be permitted. Not more than one single family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; provided, however, under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot in the Plat.

**1.3 Use Restrictions.** No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). 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 in the Subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision or which shall interfere with the peaceful possession and proper use of The Quarry lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building material to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

**1.4 Completion of Structures.** Lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.

**1.5 Pets.** Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer or the Association. Pit Bulls and other vicious animals are strictly prohibited in The Quarry. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of) a lot owner or his tenants or guests shall be permitted on any of the common areas in the Subdivision ("Common Areas") except when it is leashed or carried by hand and is either in an area that the Association has specially designated for walking pets or is being walked or transported directly to or from such area or directly off the Common Areas. The board of the Association may order temporarily or permanently banned from the Common Areas, and/or the Subdivision generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal may be kept on the Subdivision for commercial or breeding purposes. No animal may be kept outside of a residence unless someone is present in the residence. Any lot owner shall

pick up and remove any solid animal waste deposited by the pet on the Subdivision lands, except for designated pet-walk areas, if any.

**1.6 Signs.** Except for any and all signs of the Developer or its designee having to do with the marketing and developing of the Subdivision, which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the prior written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs. During construction of a residence on a particular lot and prior to occupation of any such residence, not more than two (2) signs may be placed on any lot advertising the sale and company constructing the residence, each not more than ten (10) square feet. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.

**1.7 Garages.** On all lots 100 feet or wider (at the building line) garages must be sideloading or rear loading. On any lot less than 100 feet in width (at the building line) the Developer reserves the right to require a courtyard side-load garage.

**1.8 Miscellaneous.** Except for trailers of the Developer during initial development of the Subdivision, no trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot in the Subdivision, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage or an underground container. Each lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

**1.9 Vehicles.** Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. A lot owner and residents thereof may not keep more than four vehicles within The Quarry on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Subdivision. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within The Quarry for more than 24 hours, and no major repair of any vehicle shall be made on any property which constitutes the Subdivision. Motorcycles are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of The Quarry.

DEC 7 1995

**1.10 Maintenance.** Each lot owner shall maintain his residence and all improvements upon his lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. No lot owner shall change the exterior color of his residence without the prior written consent of the Association. All sidewalks, driveways and parking areas within the owner's lot or serving the owner's residence shall be cleared and kept free of debris; and cracks, any rust stains or marks from water usage damaged and/or eroding areas on same shall be removed, repaired, replaced and/or resurfaced.

## ARTICLE II

### ARCHITECTURAL CONTROL

**2.1 Submission and Approval of Plans and Specifications.** The plans and specifications for all dwellings, buildings, landscaping, and other improvements and structures (including, but not limited to, the height of all structures, signs, fences, walls, driveways, hedges, garages, basements, in-ground swimming pools (see Section 2.5 hereof), tennis courts and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. 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 and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured, or modular homes or residences shall be constructed within the Subdivision unless the plans and specifications for same have been first approved as provided under this Article II.

**2.2 Architectural Standards, Harmonious Plan.** In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of The Quarry as an architecturally harmonious, artistic and desirable single-family residential Subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, 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 Developer 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. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

**2.3 Location and Building of Structures and Sprinkler Systems.** No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, portecochere, and other similar projections of any

DEC 7 1995

dwelling. Under no circumstances shall any owner or any contractor while in the process of construction on any lot permit the parking of any vehicles and/or the storage of any materials or debris whatsoever on any other lot not owned by such owner whether adjacent or not, and whether said other lot is vacant or not. Any lot owner who violates this just recited prohibition shall be responsible for any damage caused by such unauthorized use of any other lot. The front yards of all lots shall be serviced by underground automated sprinkler systems giving one hundred (100%) percent lot coverage for said front yards installed at time of construction and continuously maintained in operating condition thereafter.

**2.4 Window Treatments.** Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in the Subdivision.

**2.5 Swimming Pools and Other Above Ground Improvements or Property.** No above ground swimming pools or radio receiving equipment shall be permitted, installed or maintained on any lot. Without limiting any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, enclosures, television satellite dishes, or other such removable property of any kind shall be permitted unless first the plans and specifications therefor are submitted to and approved by the Developer in writing.

**2.6 Driveway and Sidewalks.** In addition to the specific recitations contained in the recorded Plat pertaining to the installation of sidewalks, owner of each lot in the Subdivision agrees that he shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Subdivision shall either be asphalt or some other permanent hard surface approved by the Developer in its sole discretion. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

**2.7 Building Lines and Landscaping.** No structure or any part thereof shall be erected, placed or maintained on any lot in The Quarry nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any lot or destroyed for purposes of construction unless approved in

DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

writing by the Developer pursuant to Section 2.1 hereof. Each lot owner shall also be responsible for the planting on his lot of any trees required by the City of Maumee, Ohio ordinances.

**2.8 Establishment of Grades.** Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Quarry. Any deviation from such established grades is strictly prohibited.

It is specifically stipulated that with respect to all lots in the Plat there is a drainage/grading plan on file with the Lucas County Engineer. All lots shall be graded and developed in strict conformance with said established drainage/grading plan. All structures or residence dwellings built or constructed upon all other residential lot shall be erected at an elevation of not less than that shown and established on certain improvement plans on file at the office of the Lucas County Engineer. In addition, the remaining portions of any residential lot upon which a structure or residence dwelling is erected shall be graded on a regular slope from the area of the structure or residence dwelling to the street pavement, except in cases of welling of trees or other natural vegetation, in accordance with certain grading, sloping and elevation requirements set forth in drawings on file at the office of the Lucas County Engineer.

Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout the Subdivision. Such permanent storm sewer pick-ups/catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located.

**2.9 Basketball Backboards.** No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever or wherever erected shall be approved by Developer in writing.

**2.10 Mailbox and/or Paper Delivery.** The Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality. A drawing of an approved mailbox is on file at Developer's office for inspection by all lot owners.

**2.11 Fencing.** No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot, until the written consent of the Developer shall have been first obtained therefor, and it be subject to the terms and conditions of said consent as to its type, height (no approved fence shall be more than four (4) feet high), width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated split-rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split-rail fencing on the lot owners side of the fence with Developer approval. All approved fences shall be located at least fifteen (15) feet back from the building setback line or lines shown on the Plat and five (5) feet from the rear property line.

**2.12 Construction in Violation of Approved Plan.** Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter the any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions

DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

hereof as interpreted by Developer, or take any and all measures to stop construction on any such lot, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

**2.13 Power of Attorney.** Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

**2.14 The Quarry Homeowners' Association, Inc.** The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Quarry Homeowners' Association, Inc.". The owners of lots in The Quarry and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in the Plat and all previous or future plats, if any, of The Quarry or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and said future plats, if any.

**2.15 Expansion Rights and Further Associations.** The Developer envisions that possibly the Subdivision will consist of seven hundred (700) or more lots created through the proration and filing of additional plats to the Subdivision involving certain real property (or a portion thereof) owned by the Developer and not yet platted which is in close proximity to the Plat ("Adjacent Property"). Developer therefore expressly reserves the right, power and option to amend these restrictions so as to include and cover all lots which eventually become part of the Subdivision as and if same have been part of the Plat from the date of the execution and recording of the Plat.

**2.16 Maintenance Charges.** Each and every lot in The Quarry shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars (\$100.00) annually (such assessment shall be on a per lot basis), payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year thereafter. The Association shall have a lien perpetually upon lots in The Quarry to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of 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 Quarry Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against the following described premises:



DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

(Insert Legal Description)

THE QUARRY HOMEOWNERS'  
ASSOCIATION, INC., an Ohio  
non-profit corporation

By: \_\_\_\_\_, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, President of The Quarry Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any 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. 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 such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in The Quarry and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in The Quarry, including the maintenance of boulevard areas, public rights-of-way bordering and within the Subdivision, guard houses, ponding areas, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 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 and maintenance of electric light, cablevision, telephones and telegraph poles, wires and conduits, including underground facilities, 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 designed as "Utility Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserve to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line 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 "Utility Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph 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. The Developer also reserves for the benefit of those residential lots in the Plat which are adjacent to any such lakes or quarries located within the Subdivision or any portion of the Adjacent Property perpetual non-exclusive easements in favor of the record owners of said lots for the placement of docks within said lakes or quarries provided the composition and placement of such docks are first approved by Developer under the provisions of Article II hereof. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in this Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

#### ARTICLE IV

##### THE QUARRY HOMEOWNERS' ASSOCIATION

4.1 The Association shall have the following powers and rights:

- (a) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of The Quarry, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.
- (b) 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 The Quarry.
- (c) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.
- (d) To collect and dispose of funds as provided in Section 2.16 hereof, and as may be provided in any previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of The Quarry.
- (e) 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.
- (f) To acquire title from the Developer to any common areas (the "Common Areas") which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of The Quarry Plat Five, or any other recorded plat(s) of The Quarry (it being expressly understood and declared that until and unless the Developer

DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

elects in writing otherwise under no circumstances will the "beach club" site which is presently located on the Adjacent Property ever be designated as "Common Area", but shall rather at all times be retained by the Developer), and to insure, manage, maintain, improve and repair the Common Areas.

- (g) To acquire title from the Developer to (i) the following lands in The Quarry Plat Five: none
- (h) 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 and use of (i) Common Areas, (ii) and any other such areas as the Developer deems appropriate.
- (i) To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and 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 Section 4.1.
- (j) To enforce all provisions herein and in any subsequent declaration(s) encumbering any subsequent plat(s) of The Quarry.
- (k) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration, or on the Plat, or in subsequent restrictions and/or on subsequent plat(s) of The Quarry.
- (l) 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; and to perform all duties which it may be assigned under this Declaration.

4.2 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential 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 residential lot. Where a vote is cast by one of two or more owners of any residential 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 Developer shall hold title to any residential lot(s) in the Plat or in any previous and/or subsequent plat of The Quarry as above described, the Developer shall be entitled to nine (9) votes for each residential lot so owned by it.

#### ARTICLE V

##### USE OF QUARRY AND LAKES

5.1 Presently, an existing large quarry abuts lots ten (10) through seventeen (17) of Plat One of the Subdivision ("the Salisbury Quarry"). The Developer also intends to construct and create and/or has constructed and created various lakes (the "Lakes") on the Adjacent Property, which Adjacent Property may in the future be subjected to a subsequent plat or plats as an extension of the Subdivision.

5.2 No owner of any residential lot shall permit any discharge or erosion of soil, direct, sediment or other materials from such owner's residential lot into the Lakes, the Salisbury Quarry, or any other pond, lake or body of water in the Quarry, whether before, during or after the construction of any structure or residence dwelling on such residential

DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

lot. Without limiting any of the foregoing, it is expressly understood and agreed that under no circumstances shall any residential lot owner divert any water whatsoever from the Lakes or Salisbury Quarry for any purpose, including, but not limited to, any use in connection with internal or external sprinkler or other irrigation systems located on any lot.

5.3 No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Lakes, the Salisbury Quarry or any other ponds, lakes or bodies of water.

5.4 Any necessary maintenance (as determined by the Lucas County Engineer, or otherwise) of the Lakes, the Salisbury Quarry and any other ponds, lakes and bodies of water located in the Subdivision (including any portions of same as may be located within the boundaries of any lot bordering same) shall be the responsibility of the Association.

5.5 Reasonable rules and regulations governing use of the Lakes, the Salisbury Quarry and other ponds, lakes and bodies of water located in the Subdivision by owners of residential lots may be promulgated from time to time by the Developer, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners.

#### ARTICLE VI

##### DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2012 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years each.

6.2 Amendments. These covenants and restrictions may be amended or revoked with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the Subdivision, 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.

#### ARTICLE VII

##### COMMON AREAS

7.1 Use of Common Areas. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the right to use the Common Areas at the Quarry for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other residential lot owners to the use and enjoyment of the Common Areas and for other incidental uses including but not limited to those uses set forth in this Article VII; provided, however, that such right and non-exclusive easement to use the Common Areas shall not extend to those portions of the Common Areas where the Developer has approved extensions from adjacent residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer has approved the extension into the Common Area immediately adjacent to residential dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

7.2 The boulevard island at the Stone Quarry Boulevard entrance to Plat One, although located within the public right-of-way, is intended to be treated as if such boulevard island is part of the Common

Areas. Said boulevard island or islands shall contain landscaping, the Quarry identification signs and such other structures and/or amenities as the Developer deems advisable. The landscaping, the Quarry identification sign and such amenities shall be maintained, repaired and replaced, from time to time, by the Association.

7.3 The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas in the Plat, or any Common Areas created by the Developer in any subsequent plats of the Adjacent Property to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any Common Areas in the Quarry until such time as 50% of the platted residential lots in the Quarry are owned of record by persons or entities other than the Developer.

7.4 Notwithstanding the provisions of Section 4.1 and any designation of Common Areas on the Plat or any subsequent plat(s) of the Adjacent Property, 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 Areas unless and until the Developer shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

#### ARTICLE VIII

##### ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

8.1 Violations Unlawful. Any violation attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot 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.

8.2 Saving Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its partners, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

8.3 Transfers and Leases Subject to Restrictions. All transfers and conveyances of each and every residential lot in The Quarry shall be made subject to these restrictions. All leases of any residence within the Subdivision shall be subject to these Restrictions and all By-Laws, rules and regulations adopted by the Association. No lease of any residence shall be less than six (6) months in duration.

8.4 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 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 as such address appears on the applicable public record.

8.5 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.

8.6 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree

DEC 7 1995

DR5/JRPDOCS2  
December 1, 1995

and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

**8.7 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.

**8.8 Warranties.** Each residential lot owner, by acceptance of a deed to a residential lot in the Quarry, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the residential lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Common Areas of the Quarry, or (c) the Quarry generally, other than as expressly stated in writing, (i) by the Developer to the residential lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

CAVALEAR PROPERTIES LIMITED  
PARTNERSHIP, an Ohio limited  
partnership

Cavalear Corporation,  
an Ohio corporation, General Partner

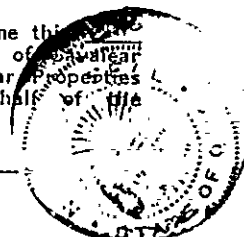
Joy L. Smothers  
Kinda H. Brand

By: Richard J. Smith, Treasurer  
Richard J. Smith, Treasurer

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 1st day of Dec, 1995, by Richard J. Smith, the Treasurer of Cavalear Corporation, an Ohio corporation, General Partner in Cavalear Properties Limited Partnership, an Ohio limited partnership, on behalf of the partnership.

Joy L. Smothers  
Notary Public



JOY L. SMOTHERS  
Notary Public, State of Ohio  
My Commission Expires 11-19-96

DEC 7 1995

WITNESSES:

THE QUARRY HOMEOWNERS'  
ASSOCIATION, INC., an  
Ohio non-profit corporation

Joy L. Smothers  
Grada H. Brand

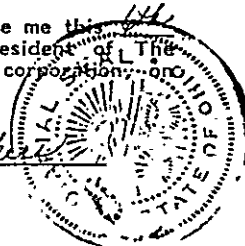
By:

TDQ  
Duane A. Ankney, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 4th  
day of Dec, 1995, by Duane A. Ankney, the President of The  
Quarry Homeowners' Association, Inc., an Ohio non-profit corporation, on  
behalf of the corporation.

Joy L. Smothers  
Notary Public



THIS INSTRUMENT PREPARED BY:

Jerome R. Parker, Esq.  
Gressley, Kaplin & Parker  
608 Madison Avenue  
Suite 930  
Toledo, Ohio 43604

JOY L. SMOTHERS  
Notary Public, State of Ohio  
Commission Expires 11-19-96

CONSENT OF RECORD  
TITLE HOLDER

Louisville Title Agency for N.W. Ohio, Inc., Trustee, hereby  
consents, affirms and ratifies the foregoing Declaration of  
Restrictions.

Witnesses:

Mary E. Wilkin  
John W. Martin

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

By:

John W. Martin  
John W. Martin, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this  
day of December, 1995 by John W. Martin, the President of Louisville  
Title Agency for N.W. Ohio, Inc., an Ohio Corporation, on behalf of  
said corporation.

Mary E. Wilkin  
Notary Public

RECEIVED & RECORDED

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SUE RHOX  
RECORDER, LUCAS COUNTY, OHIO



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