Harbour Town at Greycliffe
At The Quarry

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DECLARATION OF RESTRICTIONS FOR HARBOUR TOWN AT GREYCLIFFE AT THE QUARRY A SUBDIVISION IN THE TOWNSHIP OF MONCLOVA, LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") is adopted by **OLDE TOWNE DDC, LTD.**, an Ohio limited liability company, 2735 N. Holland Sylvania, Suite A-1, Toledo, OH 43615, hereinafter called ("Developer"), and by **THE GREYCLIFFE AT THE QUARRY HOMEOWNERS' ASSOCIATION, INC.**, an Ohio non-profit corporation with address at 4544 Waterside Boulevard, Maumee, Ohio 43537 ("Association"), as of this 8th day of September, 2004.

RECITALS:

WHEREAS, Developer is the beneficial owner of lots no. 1-11, inclusive and lots 13-14, inclusive, and lots 16-17, inclusive, in the recorded plat of Harbour Town at Greycliffe at The Quarry ("the plat"), a Subdivision in the Township of Monclova, Lucas County, Ohio which plat is recorded in Official Record Number 20040720-0059245, inclusive, of the Lucas County, Ohio Record of Plats (hereinafter said Subdivision (which is defined herein to include Plat One, Two and Three of Greycliffe at The Quarry) is sometimes called "The Subdivision" or Greycliffe"); and

WHEREAS, the Association is an Ohio non-profit corporation whose members shall be all of the owners of all of the lots ("lot, lots or "Quarry lots") in the Plat as well as any and all lots, that may be any previous or subsequent plats of Greycliffe; and

WHEREAS, Greycliffe is intended as a unique, 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 Subdivisions Rules and Regulations, and Zoning Resolutions of the Township of Monclova, 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 "lot", "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, and a decorative wall along the front of each residential lot. It is expressly provided that no "gazebos" of any nature shall ever be permitted on any lot without the prior written approval of Developer pursuant to Section 2.1 hereof. Such residence shall be used and occupied solely and exclusively for private residential 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; 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 Subdivision.

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 out 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 Greycliffe 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. 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 materials 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 there from. 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 Greycliffe. All owners shall strictly comply with all applicable 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 designed for walking pets or is being walked or transported directly to or from such an area or directly off the Common Areas. 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 such lot owner's 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 rights 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.** Except in those instances where the Developer in its sole discretion, because of unusual circumstances i.e., corner lots, permits otherwise, all garages must be courtyard inside-loading.

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, temporary 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 therefore by the Developer as provided under Article II hereof unless approved by the Developer at which time an alternate completion time will be established. 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 or rubbish, debris, leaves and garbage may from time to time be established by the Developers.

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 Greycliffe on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall no 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 Greycliffe 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 Greycliffe.

1.10 **Maintenance**. Each lot owner shall maintain his residence and all improvements upon his lot in a first class condition at all times. The exterior of all residences and the walls thereof, including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings, shall be maintained if 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 eroded 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 specification for all dwellings, buildings, landscaping, and other improvements and structures (including, but not limited to, the height of all structures, signs, walls, driveways, hedges, garages, basements, docks, in-ground pools [see section 2.5 hereof], 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 improvements 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 with thirty (30) days after submission of 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 approved for construction within the Subdivision.

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 Greycliffe 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 sole judgment 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 conflict with the esthetic standards of the community.

2.3 **Location and Building of Structures, Decorative Wall and Sprinkler Systems.** No dwelling or the wall required under this Section 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, not 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, porte-cochere, and other similar projections of any such dwelling or wall. 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. All lots shall be serviced by underground automated sprinkler systems giving one hundred (100%) percent lot coverage installed at time of construction and continuously maintained in operating condition thereafter. All lots shall have constructed on them decorative wall with columns, harmonious in style and design with the dwelling constructed thereupon, which shall contain only one opening for curb-out access and shall otherwise be approved in all respects by Developer under Section 2.1 hereof.

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 **Fencing, Swimming Pools, and Other Above-Ground Improvements or Property.** No fences of any kind or 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 prior written 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, garages, enclosures, television satellite dishes, or other such removable property of any kind shall be permitted on any lot unless first the plans and specifications therefore are submitted to and approved by the Developer in writing.

2.6 **Driveways.** All driveways in the Subdivision shall either be concrete 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 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 Greycliffe 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 constructed 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 landscaping, hedge, or 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 therefore 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 then six (6) inches in diameter (as measured three (3) feet above existing grade) shall be removed from any lot or destroyed for

purposes of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof.

It is expressly provided and understood that Developer in developing Greycliffe is attempting to create a unique single-family environment with a uniform appearance and feel in certain respects (for example requiring each lot to have a decorative wall to give the Subdivision a unique uniform street appearance). In that regard, the original Developer has created for Greycliffe a detailed landscaping plan for the entire Subdivision, which is on file with the original Developer, and which must be followed and maintained by each lot owner in the construction and maintenance of his respective dwelling. Each lot owner must therefore have his landscaping plan approved by Developer before installation to insure compliance with said master plan.

2.8 **Establishment of Grades; Drainage Plan.** 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 building or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Greycliffe. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing.

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 lots shall be erected at an elevation of not less than that shown and established on certain improvements 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 drawing 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 backboards shall be erected or attached to the front of any residence or garage or beyond the building lines as set forth in the Plat and all such basketball backboards whenever and wherever erected shall be approved by the 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 standard 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 **Wall and Landscape Easement Over Lots 1 and 15-25 of Plat One.** The original Developer has reserved and established a perpetual non-exclusive easement over, under and across certain portions of certain lots 1, 24, 25 and 15-23 of Plat One of installing, maintaining and repairing thereupon a perimeter wall and landscaping, which will include sprinkler systems. Said easement shall run with the land and shall be for the benefit of the Developer and/or the Association. The perimeter wall and easement shall be an amenity of the Subdivision in general and shall be maintained and repaired at the sole cost of the Association.

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, agreements, covenants and conditions herein contained, to enter upon any lot or portion of the Subdivision 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 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, limitation, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefore to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all time 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 an attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 **The Greycliffe at the Quarry Homeowner's Association, Inc.** The original Developer has caused the Association to be incorporated as a non-for-profit corporation under the laws of the State of Ohio named "The Greycliffe at the Quarry Homeowner's Association, Inc.". The owners of lots in Greycliffe 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 and future plans, if any, of Greycliffe 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 collect and disposal of funds as herein provided and shall have the right, from and after such assignment, to construction, improvements, 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 **Maintenance Charges.** Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Association, (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 each calendar month thereafter (unless the Association decides to bill same on a different basis, i.e. quarterly). It is expressly understood and stipulated that upon the closing of each lot in the Subdivision, the purchaser of said lot shall pay the Developer at closing a one-time capital funds assessment in the amount of $250.00, which shall be used to initially fund the Association. Furthermore, until a residence is substantially completed and/or occupied on any transferred lot, all vacant lot owners shall pay twenty-five percent (25%) of the monthly assessment otherwise due by said lot owner. The Association shall have a lien perpetually upon lots in Greycliffe 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 in the lien records at the Office of the Recorder of Lucas County, Ohio.

"Notice of Lien"

Notice is hereby given that Greycliffe at The Quarry Homeowner's Association, Inc. claims lien for unpaid annual assessments for the year(s)_____ in the amount of $_____ against the following described premises:

(Insert Legal Description)

GREYCLIFFE AT THE QUARRY HOMEOWNER'S ASSOCIATION, INC.
an Ohio non-profit corporation

By: _____ _____
, President

STATE OF OHIO OF LUCAS COUNTY SS:

The foregoing instrument was acknowledged before me this _____day of _____, 20___, by_____, President of Greycliffe at The Quarry Homeowner's Association, Inc, and a non-profit corporation, on behalf of the corporation.

_____
Notary Public

In any event 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 cost 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 and 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 Greycliffe 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 Greycliffe, including the maintenance of boulevard areas, public and /or private rights-of-way bordering and within the Subdivision, guard houses, (including security if deemed necessary by the Developer and/or Association), ponding areas, drainage areas, and the management and enforcement of the Association's rights and duties under this Declaration.

ARTICLE III

EASEMENTS

3.1 **Reservations of Easements Rights.** Developer reserves to itself, and it 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, telephone and telegraph poles, wares and conduits, including underground facilities, and for drainage, sewers and any other facilities (defined herein to expressly include lakes or ponds) 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, the front ten (10) feet of all lots in the Plat, and along and upon all highways now existing or thereafter 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 parts of the designated as "Utility Easements", 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 lots improvements such as driveways and paved parking areas. 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 Lakes perpetual non-exclusive easements in favor of the record owners of said lots for the placement of docks within said lakes 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 Section 3.1shall 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 Section 2.14 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 Section 3.1 shall terminate.

3.2 **Creation of Roadway Easements.** All the roadways within the Subdivision are private streets or ways built to government standards. Within the Plat, those roadways are contained in what is known as "Lot A" of the Plat. The Developer shall convey Lot A to the Association shortly after the sale and conveyance by it of the first lot in the Subdivision. Lot A shall and hereby is designated as a vehicular and pedestrian roadway for the perpetual non-exclusive use and enjoyment of all lot owners within the Subdivision (and any future plats thereof). Lot A shall be maintained and repaired by the Association as a common expense. All lot owners, as members of the Association, shall through conveyance of Lot A to the Association, share equally through the Association in its use, enjoyment, care and maintenance.

ARTICLE IV

GREYCLIFFE AT THE QUARRY HOMEOWNER'S 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 subsequent declaration(s) encumbering any subsequent plat(s) of Greycliffe, 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 Greycliffe.

(c) To represent the owners of residential lots before governmental agencies, offices and employee, and to generally promote the common interests of the residential lot owners.

(d) To collect and dispose of funds as provided in Section 2.15 hereof, and as may be provided in any previous or subsequent declaration(s) encumbering any previous or subsequent plat(s) of Greycliffe.

(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 of Lot A of the Plat and any other common areas (the "Common Areas") which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Harbour Town at Greycliffe, or any other recorded plat(s) of Greycliffe and to insure, manage, maintain, improve and repair the Common Areas.

(g) 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.

(h) 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 the Section 4.1.

(i) To enforce all provisions herein and in any subsequent plat(s) of Greycliffe.

(j) 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 to reserved in this Declaration, or on the recorded plats of Greycliffe or in subsequent restrictions or on subsequent plat(s) of Greycliffe.

(k) To maintain and preserve all landscaping within the Subdivision (excluding trees) in a first class condition, and retain snow removal services for all walks, streets and driveways within the Subdivision, the costs of which shall be common expense of the Association.

(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 the 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 a ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such an 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 subsequent

plat of Greycliffe 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 certain lots in Plat One and Plat Two (the "Salisbury Quarry"). The Developer has also constructed and created a pond or lake (the "Lakes") on certain portions of the Plat and/or part of the Adjacent Property

5.2 No owner of any residential lot shall permit any discharge of any water (surface or otherwise) from or into the Lakes or the Salisbury Quarry or any discharge or erosion of soil, 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 Greycliffe, whether before, during or after the construction of any structure or dwelling on such residential lots. Without limiting any of the foregoing, it is expressly understood and agreed that under no circumstances shall any residential lot owner divert 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 located within or adjacent to the Subdivision.

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 within 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 Lakes, the Salisbury Quarry and other ponds, lakes, and bodies of water located within the Subdivision by owners of residential lots may be promulgated from time to time by the Developer, its successor 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 Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2024 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

6.2 **Amendments** These covenants and restrictions may be amended or revoked by the Developer unilaterally as long as it owns one lot in the Plat or with the approval of the then owners of not less than seventy-five percent (75%) of the 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 lot owners with the formalities require 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 Greycliffe 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 incidental uses including but not limited to those uses set forth in the 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 islands and gatehouse constructed at the Stone Wall Road Boulevard entrance to Plat One, are intended to be treated as if same are part of Common Areas. The boulevard islands in the Plat are intended to be treated if same are part of the Common Areas. Said Boulevard Islands shall contain landscaping, Greycliffe identification signs and such other structures and/or amenities as the Developer deems advisable. The landscaping, Greycliffe identification sign and other amenities so located shall be maintained, repaired and replaced, from time to time, by the Association. In connection therewith, the original Developer reserved and created for the benefit of itself and the Association perpetual non-exclusive construction and maintenance easements over, across, and under certain portions of Lots 8 and 26 of Plat One which are outside the building lines shown for such lots for purposes of placing and maintaining such entry facilities of the Subdivision.

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.

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 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 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 RESTRICTIONS, OTHER GENERAL MATTERS

8.1 **Violations Unlawful.** Any violation or attempt to violate any of the convents 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 attempt violation.

8.2 **Savings Clause**. The validity of any restriction hereby imposed, or any other provision hereof, or any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restriction and provisions.

8.3 **Transfers and Leases Subject to Restrictions.** All transfers and conveyances of each and every residential lot in Greycliffe shall be made subject to these restrictions. All leases of any residence with in 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 and consent for himself and for his heirs, personal representatives, 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 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 provisions of this Declaration would work a

hardship, the Developer may, in writing, grant waivers from this Declaration 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 heading contained in the Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

8.8 **Warranties.** Each residential lot owner, by acceptance of a deed to a residential lot in Greycliffe, 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 resort 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 Greycliffe, (c) Greycliffe 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.

8.9 **Miscellaneous.** Each residential lot owner, through acceptance of a deed or other instrument of conveyance to a lot, hereby, indemnifies and holds the Developer, its successors and assigns, completely harmless from and against any and all liability, cost or expense arising out of or resulting from said owner's use of his lot, including, but no limited to, any liability or expense under any federal or state environmental law or regulation applicable in connection with the disposal or discharge of any debris, dirt or other materials as a result of the development and/or construction of any residence on any lot.

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

Olde Towne DDC, Ltd.
An Ohio limited liability company

By: Paul J. Mather

Its: Managing Member

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 8 day of Sept, 2004, by Paul J Mather, the Managing Member of Olde Towne DDC, Ltd., an Ohio limited liability company, on behalf of the company.

Karon Schockman
Notary Public

KARON SCHOCKMAN
Notary Public, State of Ohio
Commission Expires 5/3/06

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

By: CAM Subdivisions, Ltd.
by Duane A. Ankney

Its: Manager

STATE OF OHIO, COUNTY OF LUCAS SS:

The foregoing instrument was acknowledged before me this 8 day of September, 2004, by Duane A. Ankney, the President of Greycliffe at The Quarry Homeowner's Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Joan M Brown
Notary Public

JOAN M. BROWN
Notary Public, State of Ohio
My Commission Expires 08/31/05

NOTARIAL SEAL STATE OF OHIO

CONSENT OF RECORD OWNER

WHEREAS, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE (hereinafter referred to as "Trustee") is the legal record holder lots 1-11, inclusive, lots 13-14, inclusive, and lots 16-17, inclusive, in the recorded plat of Harbour Town at Greycliffe at the Quarry, a Subdivision in the Township of Monclova, Lucas County, Ohio, which plat is recorded in Official Record Number 20040720-0059245 of Lucas County, Ohio Plat Records, (hereinafter referred to as "the Plat"); and

WHEREAS, it is the intention of Trustee to consent to the adoption of the foregoing restrictions for the lots in the Plat, said restrictions having been executed by the beneficial owner of the subject trust, Olde Towne DDC, Ltd.

NOW, THEREFORE, Trustee, in consideration of the enhancement in the value of the Plat by reason of the adoption of the foregoing restrictions, and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant, stipulate and consent that all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Trustee, its successors and assigns, subject to the foregoing restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supercede any and all other restrictions heretofore enforced on said property by any other instrument.

IN WITNESS WHEREOF, said Louisville Title Agency for N.W. Ohio, Inc., Trustee, has caused its corporation name to be subscribed to these presents this 6th day of September 2004.

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE
an Ohio corporation
By: Vicki L Feit
Vicki L Feit
Its: Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me the 6th day of September, 2004 by Vicki L Feit, the Vice President, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of said corporation.

Robyn K. Schmitz
Notary Public

NOTARY PUBLIC STATE OF OHIO

ROBYN K. SCHMITZ
Notary Public, State of Ohio
My Commission Expires
April 3rd, 2009

CONSENT OF JOE BROWN BUILDERS, INC.

The undersigned Joe Brown Builders, Inc., as the owner of lots no. 12 and 15 in the recorded plat of Harbour Town at Greycliffe, a Subdivision in the Township of Monclova, Lucas County, OH, hereby consent to and join into the foregoing Declaration of Restrictions for Harbour Town at Greycliffe, and subject lot no. 12 and 15 to all the terms, covenants, provisions and restrictions thereof.

JOE BROWN BUILDERS, INC.
an Ohio corporation
By: Joe Brown Pres.
Its: PRESIDENT.

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me the 9 day of Sept, 2004 by Joe Brown, the President, of Joe Brown Builders, Inc., an Ohio Corporation, on behalf of said corporation.

Karon Schockman
Notary Public

NOTARY PUBLIC STATE OF OHIO
KARON SCHOCKMAN
Notary Public, State of Ohio
Commission Expires 5/3/06